



## **Addison City Council Meeting**

**March 26, 2024**

**Addison Conference Centre**

**15650 Addison Road**

**Addison, Texas 75001**

**AMENDED 3/22 at 11:45am - Addition of Item #6.c**

**(P&Z Commission Resignation / Nomination)**

**Addition of Redline Changes Document to Item #4.d**

**(City Council Rules and Procedures)**

**AMENDED 3/26 at 2:19pm - Addition of Council**

**Questions & Answers Document**

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Email comments may be submitted using the Public Comment Form located on Addison's website by 3:00 PM on the meeting day. The meeting will be live-streamed at [www.addisontexas.net](http://www.addisontexas.net).

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### **WORK SESSION**

The Addison City Council will convene in the Acacia Room beginning at 5:30 PM.

1. **Call Meeting to Order and Announce that a Quorum is Present.**
2. **Citizen Comments on the Consent Agenda Items.** This item allows citizens to speak on any item listed on the Consent Agenda prior to its consideration. 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 beginning of this item.
3. **Council Member Clarification Requests Regarding Consent Agenda Items.**
  - a. Council Questions and Answers

4. **Closed Meeting.** The Addison City Council will enter a Closed Meeting pursuant to Texas Government Code Sections 551-071 through 090 to discuss the following item(s):
  - a. Section 551.071(1) - Discussion and update on pending litigation in Cause No. CC-24-00855-D, filed in Dallas County Court.
  - b. Section 551.071(2) – Consultation with the City Attorney regarding the following items in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct clearly conflicts with Chapter 551 of the Texas Code:
    - The Les Lacs Pond Improvements Project contract negotiations.
    - Parks Annual Landscape Maintenance and Mowing contract negotiations.
  - c. Section 551.071 - Consultation with the City Attorney regarding items on the agenda or for matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Code:
    - Discussion of the subdivision variance request submitted by the Greenhill School, a private school located at 4141 Spring Valley Road, Addison, Texas
5. **Open Meeting.** In accordance with Texas Government Code Chapter 551, the Addison City Council will reconvene in an Open Meeting to consider action, if any, on the matters discussed in the Closed Meeting.
6. **Work Session Reports**
  - a. Present and discuss the Planning and Zoning Commission Annual Report for Calendar Year 2023.
  - b. Present and discuss the Addison Police Department's 2023 Annual Report.
  - c. Provide an overview of the history of public art in Addison, discuss ways public art is currently included in the Town's marketing efforts, and brainstorm additional marketing channels.

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## **COUNCIL MEETING**

The Addison City Council will convene for a Council Meeting beginning at 7:30 PM in the Council Chambers.

1. **Pledge of Allegiance.** United States and Texas Flags
  
2. **Proclamations / Presentations**
  - a. City Manager's Announcements
  
  - b. Employee Recognition
  
3. **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.
  
4. **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.
  - a. Consider action on the Minutes from the February 27, 2024 City Council Meeting.
  
  - b. Consider action on the Minutes from the February 29, 2024 Joint City Council and Planning & Zoning Commission Meeting.
  
  - c. Consider action on the Minutes from the March 5, 2024 City Council Meeting.

- d. Consider action on a Resolution revising and approving the City Council's Rules and Procedures and providing an effective date.
- e. Consider action on a Resolution approving an entertainment agreement between the Town of Addison and Maro, Inc. to provide entertainment at the Taste Addison event and authorizing the City Manager to execute the agreement in the amount not to exceed \$77,500.
- f. Consider action on a Resolution approving an entertainment agreement between the Town of Addison and Reliant Talent Agency, LLC DBA Play Productions, Inc. to provide entertainment at the Taste Addison event and authorizing the City Manager to execute the agreement in the amount not to exceed \$55,000.
- g. Consider action on a Resolution appointing a voting member and alternative representative of the advisory committee for the Trinity River Authority's Central Wastewater Treatment System.
- h. Consider action on a Resolution approving an agreement between the Town of Addison and Stripe-A-Zone for the Fiscal Year 2024 Annual Pavement Markings Project in an amount not to exceed \$80,000.
- i. Consider action on approving Change Order #2 with Dean Electric, Inc. (d/b/a Dean Construction) for the Streetscape & Trail Improvements - Vitruvian Park Public Infrastructure Phase 9, Block 701 Project and authorizing the City Manager to execute the agreement in an amount not to exceed \$102,000.
- j. Consider action on a Resolution approving an agreement between the Town of Addison and Uretex USA, Inc. for the soil stabilization of the Hutton Branch Outfall Project using foam injection and authorizing the City Manager to execute the agreement in an amount not to exceed \$86,100.
- k. Consider action on a Resolution approving an agreement with Whirlix, Inc. for the fabrication and installation of a shade structure over the Les Lacs Park pickleball courts in an amount not to exceed \$217,000 and authorizing the City Manager to execute the agreement and provide an effective date.

5. **Public Hearings.**

- a. Hold a public hearing, present, discuss, and consider action on a request for a Special Use Permit (SUP) for property located at 5100 Belt Line Road, Suite 800 and 812, that is currently zoned Planned Development (PD), through Ordinance No. O23-03, to allow a restaurant with the sale of alcoholic beverages for on-premises consumption. Case 1905-SUP/5100 Belt Line Road, Suite 800 & 812 (Ill Forks).
- b. Hold a public hearing, present, discuss, and consider action on a request for a subdivision variance to install a new overhead electric power pole and supported electric utility infrastructure immediately south of the common property boundary of the Greenhill School campus (4141 Spring Valley Road), 4090 Juliard Drive, and 14604 Vintage Lane, in order to provide electric service to the newly constructed Valdes Stem + Innovation Center on the Greenhill School campus. Case SV2024-01/Greenhill School Subdivision Variance.

6. **Items for Individual Consideration.**

- a. Present, discuss, and consider action on a request for a Meritorious Exception to Chapter 62 of the Code of Ordinances for Frost Bank, located at 3820 Belt Line Road, in order to allow Frost Bank to construct a detached single-tenant monument sign within the Addison Town Center Special District. (Case MR2024-01/3820 Belt Line Road - Frost Bank).
- b. Present, discuss, and consider action on a Resolution for appointments to the Addison Circle Park Vision Plan Advisory Committee.
- c. Present, discuss, and consider action on a Resolution accepting the resignation of Planning & Zoning Commission Place 3 and nominating a new commissioner for a term ending on December 31, 2024.

7. **Items of Community Interest.** The City Council will have this opportunity to address items of community interest, including: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition; a reminder about an upcoming event organized or sponsored by the Town of Addison; information regarding a social, ceremonial, or community event that was or will be attended by an Addison City

Council member or an official; and, announcements involving an eminent threat to public health and safety in Addison that has arisen since posting this agenda.

8. **Adjourn Meeting.**

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NOTE: The City Council reserves the right to meet in a Closed Meeting at any time during this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551. Any decision held on such matters will be conducted in an Open Meeting following the conclusion of the Closed Meeting.

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**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.**

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Posted by: \_\_\_\_\_

Date posted: \_\_\_\_\_ Time posted: \_\_\_\_\_

Date removed from bulletin board: \_\_\_\_\_

Removed by: \_\_\_\_\_

**City Council (FY24)**

**3. a.**

**Meeting Date:** 03/26/2024

**Department:** City Manager

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**AGENDA CAPTION:**

Council Questions and Answers

**BACKGROUND:**

The Council Questions and Answer document, along with any handout(s) provided during the meeting, will be attached below. Due to the requirement to post the agenda prior to these attachments being created, the Council Questions and Answers document will be uploaded just prior to the meeting. Any handouts presented during the meeting will be added on the next business day.

**RECOMMENDATION:**

Information only.

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**Attachments**

Council Questions & Answers Document

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## Answers to Council Questions – March 26, 2024

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### Work Session

**Item #6.c:** Provide an overview of the history of public art in Addison, discuss ways public art is currently included in the Town's marketing efforts, and brainstorm additional marketing channels.

**Question 1:** How will the visitor's guide map be distributed other than the website?

**Response:** Our visitor guides are distributed to Addison hotels, travel centers throughout Texas, and to meeting planners.

**Question 2:** Who will ensure that the parks/trails/art map is updated and available at the hotels? How often will that be done?

**Response:** This will be a joint effort between Marketing and Parks. The frequency of updates will be determined by both the demand and how often new public art pieces are installed. Initially, we anticipate updating the map more than one to two times a year.

**Question 3:** How will QR codes be "placed" at each public art location?

**Response:** A small plaque will be placed on the concrete pad of each sculpture or a location that is easy to view from points of access around the artwork.

**Question 4:** Can you give examples of companies you have talked to about food/art tours?

**Response:** We've reached out to Food Tours of America which does tours in Dallas, Fort Worth, and Grapevine.

**Question 5:** Can you please be more specific about "increased PR efforts?" Who will be targeted both free and paid? How will we reach out to them and how are those targets strategic?

**Response:** We will bring forward a program to Council in May that, if approved, would increase funds available for tourism marketing. Included in that plan is to create a public relations campaign to promote overnight visitation. This would involve outreach both to national travel writers and influencers. We will also consider some "sponsored" posts for



## Answers to Council Questions – March 26, 2024

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online publications that we can repurpose in social media targeted ads.

**Question 6:** How is the Arbor Foundation being incorporated into these efforts?

**Response:** AAF currently writes all press releases for public art installations they initiate. They also support Marketing and Parks in providing and reviewing information for art related articles, marketing materials and maps. This collaborative process will continue.

**Question 7:** Have we coordinated a guided tour for the seniors in town?

**Response:** Staff is currently planning our summer / fall programs and is working with an Addison resident that has proposed a walking public art tour for Addison's 50+ programs. The Otocast App will be used for the walking tours. This program will be offered when summer / fall programs are released.

**Question 8:** What efforts have been made to university, secondary school, elementary school and other art groups?

**Response:** For children's programs there is an art intensive summer camp that is being offered the week of July 8-12, 2024, which will include a tour of Addison's public art.

Staff will also mail the public art and trail map along with Otocast information to area schools that range from elementary through higher education, include an introduction letter about Addison's Public Art Program and opportunities to partner with those organizations.

**Question 9:** Who is coordinating art tours on behalf of the town?

**Response:** Anything with a tourism perspective will be led by Marketing & Tourism. Any tour that is developed to serve Addison residents will be facilitated by Parks & Recreation.

### Consent

**Item #4.i:** Consider action on approving Change Order #2 with Dean Electric, Inc. (d/b/a Dean Construction) for the Streetscape & Trail Improvements - Vitruvian Park Public Infrastructure Phase 9, Block 701 Project and authorizing the City Manager to execute the agreement in an amount not to exceed \$102,000.



## Answers to Council Questions – March 26, 2024

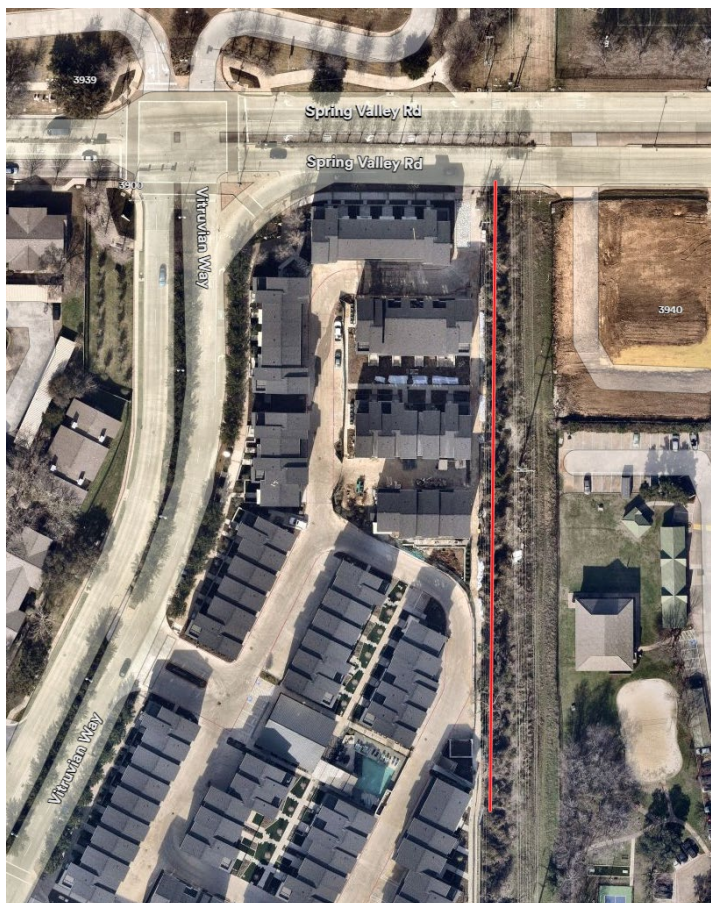
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**Question 1:** If this item is approved, how does the amount of \$1,025,772.50 reported as the remaining Town funds obligated to the project compare to the amount that as best known is the Cost to Complete the remaining portions of the public infrastructure of Phase 9?

**Response:** The remaining area of Phase 9 has not been designed and no cost estimates are available. The maximum Town obligation in Phase 9 is \$2,625,618. UDR will be responsible for funding any costs in excess of this.

**Question 2:** Please provide a graphic showing the location of the proposed 600 feet of fencing.

**Response:** The location is indicated by the red line in the aerial photo below:



**Item #4.j:** Consider action on a Resolution approving an agreement between the Town of Addison and Uretex USA, Inc. for the soil stabilization of the Hutton Branch Outfall Project



## Answers to Council Questions – March 26, 2024

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using foam injection and authorizing the City Manager to execute the agreement in an amount not to exceed \$86,100.

**Question 1:** Please provide a copy of the report provided by Garver Engineering and/or the Town's comprehensive assessment.

**Response:** The assessment only identified a few items that needed to be addressed such as replacing some slope paving, removing accumulated sediment and soil stabilization. Since there were no major deficiencies discovered, staff worked with Garver to go straight to bid documents for the needed work and no formal report was ever required. The portion of this project other than the soil stabilization is scheduled to go out for bid in the next couple of months and will be presented to Council for award thereafter.

**Item #4.k:** Consider action on a Resolution approving an agreement with Whirlix, Inc. for the fabrication and installation of a shade structure over the Les Lacs Park pickleball courts in an amount not to exceed \$217,000 and authorizing the City Manager to execute the agreement and provide an effective date.

**Question 1:** What is the anticipated price of repairing the court after the shade is installed?

**Response:** The painted coating applied to the concrete slab is the portion that is anticipated to be damaged from installation of the shade structure. It is anticipated the cost would be approximately \$15,000. The project contingency should cover most of the expense, if it is not utilized for any unforeseen issues that could arise during construction.

**Question 2:** When does the contractor expect to commence work? How long will repairing the court take after the shade is installed? How long will the courts be out of service?

**Response:** A schedule for the project is provided below.

3/26/24	Contract brought to Council for Consideration
4/2/24	Notice to proceed issued to vendor
4/2 – 7/30/24	Engineer Drawings, Fabrication, Shipping (Courts Still Open for Use)
7/30 – 8/20/24	Installation of Shade Structure & Lights (Courts closed for Used)
8/20 - 9/3/24	Concrete Curing Around New Footings (Courts may be open for use depended on damage to surface and safety)
9/3 - 9/17/24	Court Resurfacing (Courts closed for use.)
9/18/24	Project Complete.



## Answers to Council Questions – March 26, 2024

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Note: The Court resurfacing date is dependent on a third-party contractor vendor scheduling the work at the required time. This work cannot be scheduled until the shade structure installation is 50% complete and will depend on the vendors scheduling of other projects. Staff will be in frequent communication to help align these two projects as seamlessly as possible.

**Question 3:** Based on previous work done it appears that significant damage may be done by driving on the court...can we get an idea of pricing from other projects they have done previously?

**Response:** The anticipated damage is to the painted-on court surfacing. The original court surfacing project was approximately \$15,000 and we anticipate this work to be similar in cost.

**Question 4:** The exceptions noted on the Whirlix contract have items that seem very likely to happen...i.e. Drilling through Rocky Soil. How will exceptions be addressed other than adding to the budget and at what time will those be known?

**Response:** Staff supplied Whirlix with geotechnical reports for an adjacent project located south of the courts on the north side of Beltway. Reports indicate that weathered limestone will be found 5-10 feet deep and very hard limestone at 10'. Based on the report, Whirlix indicated they should be able to drill through the 5-10 feet of weathered limestone however, the hard limestone is questionable. For this reason, Whirlix provided a spread footing detail that can be utilized if needed. Both foundation options are provided in the drawings located at the end of the contract. The project also has contingency built into it to address any unforeseen issues that might arise.

**Question 5:** Do we have any estimates or indications as to the expected extent and nature of damages and the pricing for the repairs?

**Response:** We anticipate the painted-on court surfacing to be \$15,000 based on original surfacing costs. Other damages on site to irrigation, plantings etc. will be repaired by parks staff.

**Question 6:** Can you please share a visual of what is being proposed? Is this the same as what exists at Harry Myers Park in Rockwall, TX?



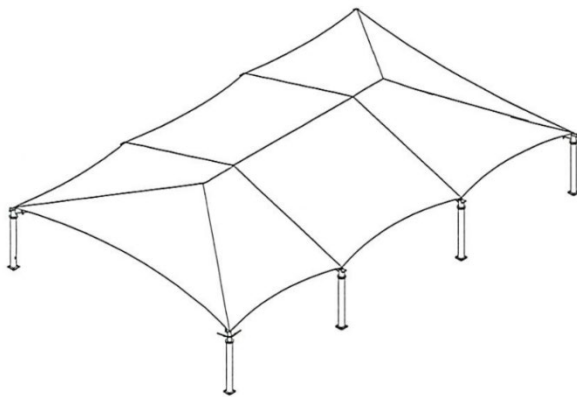
## Answers to Council Questions – March 26, 2024

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**Response:** Drawings are included on the last 2 pages of the contract, a sketch from the drawings has been provided below. In general, this is a very similar structure to the one at Harry Meyers Park which is a hip roof structure with fabric shade cloth, steel supports and integrated lighting but does include some improvements.

The contractor visited the structure at Harry Meyers Park and gathered feedback from pickleball users. There were complaints about the gaps in the shade cloth allowing sun to shine in their eyes. The proposed structure has continuously sewn seams so the gaps in fabric have been eliminated. The Harry Myers shade structure also has posts right behind the middle court which caused some safety concerns with the users. The proposed structure has added additional supports and placed them between the courts to eliminate this concern. The colors of the post and fabric material and type of lights used will match what was installed at Harry Myers.



**Question 7:** Please provide a brief background on the history and development of the basketball court turned into a pickle ball court. I recall a 2019 donation from the Addison



## Answers to Council Questions – March 26, 2024

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Legacy Foundation for the striping and other items.

**Response:** The Addison Legacy Foundation donation in 2019 was for the addition of striping at the tennis courts to include: striping for the addition of pickleball use, portable nets and a storage container for the portable materials. The donation was less than \$3,000.

**Question 8:** Please provide an overview of the improvements associated with the pickle ball court since and beyond those furnished via the donation by the Addison Legacy Foundation. Provide an associated cost of any improvements. I'm seeking an understanding of the total costs associated with the transformation into pickle ball courts to date.

**Response:** Following the donation by the Addison Legacy Foundation, pickleball became very popular and tennis players were voicing concerns about not having access to the court because pickleball was dominating the use. In the FY 2022 Budget, Council included \$117,518 for the conversion of the basketball court, built in 1996, to pickleball courts. The project was completed for slightly less than was originally budgeted.

**Question 9:** Is an existing as built condition plan/document of the added utilities associated with the pickle ball court available? Please provide a copy.

**Response:** A plan of existing utilities has not been developed. However, parks electricians and irrigators have met with the contractor on site to locate utilities. The only conflicts anticipated are along the western side of the courts where the power for the overhead lights run below the concrete. The Parks electricians will relocate any conflicts with this wiring in the field. The Parks electricians will also remove the pickleball lighting that will not be utilized once the shade structure is complete.

**Question 10:** Is the town considering acting as the project manager for the entire shade structure/surface repair/utility alignment project?

**Response:** Staff will be the project manager for the project and coordinate installation of the structure, with electrical, irrigation, court surfacing and landscape work.

**Question 11:** Fabric notes 7.i and 7.l. recommend removal prior to a natural event. How will the town address this recommended removal?

**Response:** This note identified a natural event where the snow and wind loads exceeds what is specified under design information. The structure is designed per the Town's building code for 115 MPH winds and for a 5 PSF Live Load. This type of natural event is rarely, if ever anticipated.



## Answers to Council Questions – March 26, 2024

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**Question 12:** Please provide a plan for the 15 lighting stations associated with this proposal.

**Response:** It is important to note, this is a design / build project. A lighting plan will be provided in the shop drawing phase of the project which will begin once notice to proceed is issued. The intent is to match the type of lights and location of lights integrated into the structure at Harry Meyers Park in Rockwall.

**Question 13:** A soil test and/or geotechnical report seem to be called for considering the 8'-0" depth of the proposed piers. Soil testing and geotechnical reports along with "drilling through rocky soil" could be exclusions of concern here in the Addison area. Does the town have an existing soils report in this area that could be leveraged?

**Response:** Staff supplied Whirlix with geotechnical reports for an adjacent project located north of the courts on the north side of Beltway. Reports indicate that weathered limestone will be found 5-10 feet deep and very hard limestone at 10'. Based on the report, Whirlix indicated they should be able to drill through the 5-10 feet of weathered limestone however, the hard limestone is questionable. For this reason, Whirlix provided a spread footing detail that can be utilized if needed. Both foundation options are provided in the drawings located at the end of the contract. The project also has contingency built into it to address any unforeseen issues that might arise.

**Question 13:** Please comment on the list of exclusions in the Whirlix quote. Are these typical exclusions for a project of this type?

**Response:** The exclusions are typical exclusions for shade structure projects. Staff has worked with Whirlix since January to identify and address concerns that could arise, and their pricing reflects that due diligence. Staff has a long track record working with this contractor, and they do not have a reputation of working on projects with significant change orders because they insist on doing their due diligence prior to the bidding phase of a project.

**Question 14:** How will the construction of the shade structure affect the access and operation of the trail, park, parking, tennis court and sand volleyball courts?

**Response:** A schedule has been provided above that indicates when the pickleball courts will not be open. The trail, tennis courts, sand volleyball courts and parking will remain open.

**Question 15:** Do we have an understanding of the magnitude of cost associated with a



## Answers to Council Questions – March 26, 2024

turnkey effort for repair/resurfacing/utility restoration of the courts, excluding the structure purchase and erection?

### Response:

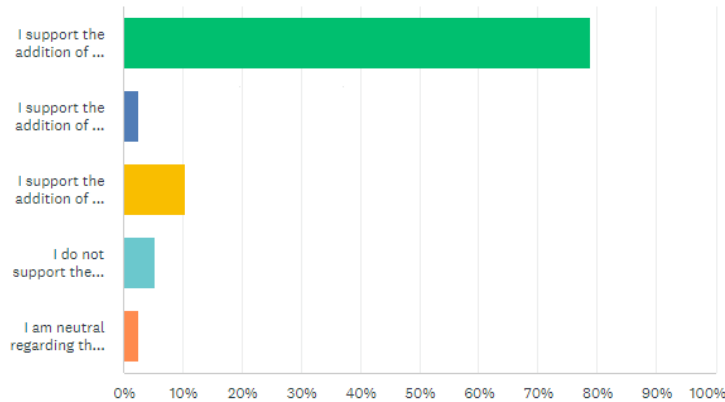
Shade Structure and Lighting Design / Installation with Contingency. \$217,000  
 Court Resurfacing \$ 15,000  
 Electrical relocate & Landscape Irrigation Repair In-House \$232,000

**Question 16:** What community input and information sharing post the 8-22-23 City Council meeting has been gathered?

**Response:** Community input was gathered in October of 2023 and 38 residents provided feedback. There was 78.96% support for the shade structure over all three courts.

Share your preferences regarding the addition of a shade structure over the Pickleball Courts at Les Lacs Park.

Answered: 38 Skipped: 0



ANSWER CHOICES	RESPONSES
I support the addition of a shade structure that covers all three of the Pickleball Courts.	78.95% 30
I support the addition of a shade structure that only covers one of the three Pickleball Courts.	2.63% 1
I support the addition of a shade structure that only covers two of the three Pickleball Courts.	10.53% 4
I do not support the addition of a shade structure over any of the Pickleball Courts.	5.26% 2
I am neutral regarding this question.	2.63% 1
<b>TOTAL</b>	<b>38</b>



## Answers to Council Questions – March 26, 2024

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### Public Hearing

**Item #5.b:** Hold a public hearing, present, discuss, and consider action on a request for a subdivision variance to install a new overhead electric power pole and supported electric utility infrastructure immediately south of the common property boundary of the Greenhill School campus (4141 Spring Valley Road), 4090 Juliard Drive, and 14604 Vintage Lane, in order to provide electric service to the newly constructed Valdes Stem + Innovation Center on the Greenhill School campus. Case SV2024-01/Greenhill School Subdivision Variance.

**Question 1:** Can you please share details regarding the Greenhill School Master Plan as it relates to a tree buffer between the school and the residential neighborhoods to the north?

**Response:** While various historical zoning documents for Greenhill School make reference to a master plan, it is staff's belief that this was not specific to landscape planning for the overall site, and instead primarily related to evolution of individual building sites as the campus grew and evolved. An SUP that was approved in 2004 (see attached) reflects the most detailed plan addressing the northern landscape edge of the campus. With this plan, there were specific conditions prescribing new plantings adjacent to proposed batting cages and the Upper School, but not a blanket condition that applied to the entire northern boundary of the campus. We do believe the overall intent of the various zoning actions applicable to Greenhill School suggests that a landscape buffer should be maintained at the residential transition zone at the northern boundary of the campus. Due to ongoing tree health challenges described in Question 2 below, it is anticipated that there will be a need to remove many of the hackberry trees that are in poor health and replace them with understory trees that comply with Oncor's tree planting guidelines.

**Question 2:** Why is the tree buffer lacking so much between Greenhill School and 4090 and 4092 Juliard Drive? Below are pictures taken Sunday that illustrate the current condition.



## Answers to Council Questions – March 26, 2024

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**Response:** The fence line trees at the northern boundary of the Greenhill School campus were recently subjected to a joint inspection performed by arborists separately employed by the Town and Greenhill School. This inspection resulted from concerns shared by an adjacent resident regarding the health of these fence line trees. The inspection confirmed that the hackberry trees depicted in the above photos are in poor health and should be removed to eliminate a potentially hazardous condition. Greenhill School and Town staff are still discussing tree replacement considerations associated with the removal of these trees.

**Question 3:** Do we have details from Oncor as to why utilizing or upgrading the initial existing power pole wasn't "feasible"?

**Response:** Several attempts were made by both Town staff and Greenhill School to explore a solution that utilized or upgraded an existing pole. Throughout this process, Oncor has consistently stated that this would not be feasible as adding new equipment to the existing equipment would result in too much equipment that could be supported by a single pole. The Letter of Intent included in the packet captures dialogue between consultants working on behalf of Greenhill School and Oncor staff, on this issue.

**City Council (FY24)**

**4. a.**

**Meeting Date:** 03/26/2024

**Department:** City Manager

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**AGENDA CAPTION:**

Section 551.071(1) - Discussion and update on pending litigation in Cause No. CC-24-00855-D, filed in Dallas County Court.

**BACKGROUND:**

N/A

**RECOMMENDATION:**

N/A

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**City Council (FY24)**

**4. b.**

**Meeting Date:** 03/26/2024

**Department:** City Manager

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**AGENDA CAPTION:**

Section 551.071(2) – Consultation with the City Attorney regarding the following items in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct clearly conflicts with Chapter 551 of the Texas Code:

- The Les Lacs Pond Improvements Project contract negotiations.
- Parks Annual Landscape Maintenance and Mowing contract negotiations.

**BACKGROUND:**

N/A

**RECOMMENDATION:**

N/A

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**City Council (FY24)**

**4. c.**

**Meeting Date:** 03/26/2024

**Department:** City Manager

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**AGENDA CAPTION:**

Section 551.071 - Consultation with the City Attorney regarding items on the agenda or for matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Code:

- Discussion of the subdivision variance request submitted by the Greenhill School, a private school located at 4141 Spring Valley Road, Addison, Texas

**BACKGROUND:**

N/A

**RECOMMENDATION:**

N/A

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**City Council (FY24)**

**6. a.**

**Meeting Date:** 03/26/2024

**Department:** Development Services

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**AGENDA CAPTION:**

Present and discuss the Planning and Zoning Commission Annual Report for Calendar Year 2023.

**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 March 19, 2024 Planning & Zoning Commission meeting. During that meeting, the Commission provided feedback on report content and established goals for the 2024 calendar year.

Current Commission Chair Denise Fansler will present the attached report to City Council.

**RECOMMENDATION:**

Information only. No action required.

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**Attachments**

2023 Annual Report

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**PLANNING & ZONING  
COMMISSION**  
2023 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.”*



Frost Bank Under Construction

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.

# TEAM MEMBERS

Throughout 2023, the Commission had a number of changes. In January, we gained a new Commissioner, Zachary Faircloth. In the same month, Nancy Craig resigned and Diane Chavez was appointed in her place. In June, the Commission gained John Meleky following the resignation of Chair Tom Souers. In August, Juli Branson resigned from the Commission and Jimmy Barker was appointed to fill the vacancy. In July, Jade Broadnax joined Town staff to serve as the Comprehensive Planning Manager. We finished the year with Robert Catalani completing his third and final term on the Commission.

In January 2023, the Commission appointed Tom Souers to serve as Chair and Chris DeFrancisco to serve as Vice Chair. Following the resignation of Chair Souers in July, the Commission appointed Chris DeFrancisco to serve as Chair and Denise Fansler to serve as Vice Chair for the remainder of the calendar year.

In November, John Meleky, a dear friend and colleague, passed away. We are grateful for the opportunity to work with John and are forever thankful for his dedication to the Town of Addison.

# YEAR IN REVIEW



*One Addison Place Under Construction*

The Commission reviewed and acted upon a wide range of projects in 2023, including zoning entitlements for Addison Circle Station, the Trammell Crow Mixed Use development, and increased development activity at the Addison Airport. The Commission also saw several proposals for minor site improvements and infill redevelopment, which prompted many discussions regarding retrofit and redevelopment of underutilized and declining properties.

Commission meeting attendance remained strong in 2023. The following Commissioners had perfect attendance during their tenure on the Commission in 2023 – Jimmy Barker, Robert Catalani, Diane Chavez, Nancy Craig, Chris DeFrancisco, Denise Fansler, and Tom Souers. Please see the “2023 Meeting Attendance” exhibits for detailed attendance information for each commissioner.



*Trammell Crow Mixed Use Development Rendering*



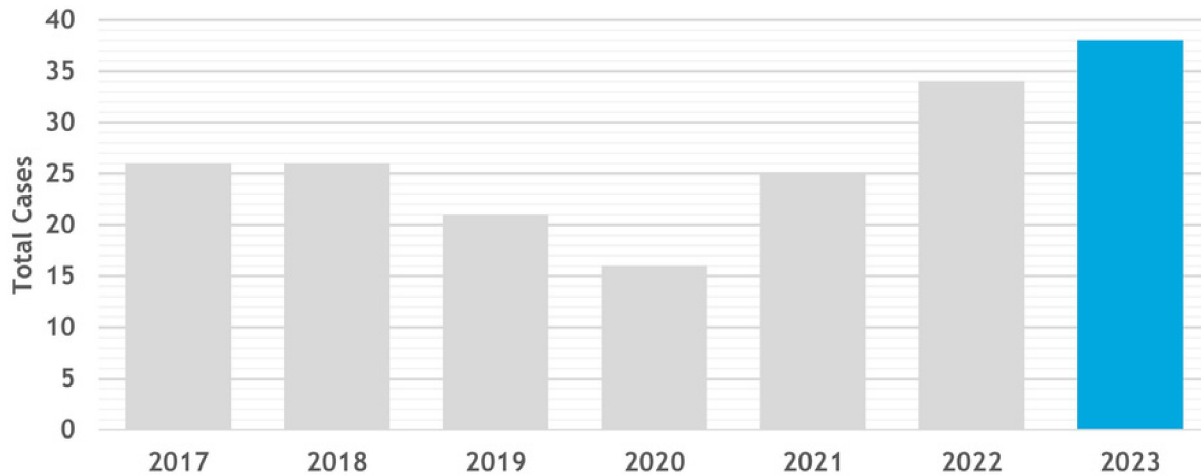
*Trammell Crow Mixed Use Development Rendering*

# CASE SUMMARY

The Commission acted upon 38 development cases in 2023. This represents an increase from previous years. This can largely be attributed to Addison Circle Station, the new Transit Oriented Development, and increased development activity at the Addison Airport.

Over the course of eleven regular meetings held in 2023, the Planning and Zoning Commission reviewed 38 cases. This case load was comprised of the following:

- 17 Rezoning and Development Plan Requests
- 14 Special Use Permit Requests
- 7 Plats



As shown in the chart above, the 38 cases reviewed this year reflects a 5 percent increase from 2022. See the “Development Case History” exhibit to view a comparison of the annual case load by project type since 2017.

# NOTABLE PROJECTS

## TRANSIT ORIENTED DEVELOPMENT

The Town entered into an agreement with co-developers to develop Addison Circle Station, a Transit Oriented Development (TOD) to serve the new DART Silver Line and Transit Station. The project will be a multi-phased mixed use development including office, retail, restaurants, entertainment, multifamily residential, and a parking garage. This project will fulfill the planning efforts from the Addison 2020 Vision Study and the Addison Circle Special Area Study.



*Addison Circle Station Rendering*

## ADAPTIVE REUSE

Lovett Industrial will be redeveloping a former call center into the Addison Innovation Center. The project will result in two buildings, offering 239,000 square feet of office and warehouse space, intended for research and development focused tenants. The site has remained vacant for many years and with decreased demand for office space, the site will be reused and improved to more closely align with the existing development pattern in the area.

## ADDISON AIRPORT

The Addison Airport has seen a significant increase in development activity compared to previous years. In 2023, the Commission approved nearly 250,000 square feet of new office/hangar space from Atlantic Aviation, one of the airport's Fixed-Base Operators (FBO), Sky Harbour, and Sky Squared. It is likely that the Commission will see increased long-range planning activity and development activity at the airport in the coming years.

See the "2023 Case Map" exhibit to see the location of each case by project type.

# GOALS & ACCOMPLISHMENTS

## 2023 COMMISSION ACCOMPLISHMENTS

At the beginning of 2023, the Commission established the following goals:

- Increased emphasis on pedestrian safety and comfort – particularly at crosswalks – in the development review process and in capital improvement planning policy and construction.
- Continued review of the Town’s parking and sign standards to support more efficient parking design/wayfinding, and to require/incentivize the provision of features such as EV charging stations, ride share zones, bicycle parking, and wayfinding signage.
- Conduct a development tour with the Commission and create a digital inventory of Commission actions.

The Unified Development Code project is intended to address the Town’s parking and sign standards, which is anticipated to be completed in 2024. In September 2023, staff facilitated a development tour for the Commission. The afternoon included tours of The Villas at Fiori Mock Townhome Unit and Puttshack at Village on the Parkway.

## 2024 PROJECT FORECAST

Moving into 2024, it is anticipated that development activity will remain comparable to the previous two years. The Commission will see a significant increase in Long-Range Planning activity with the Advance Addison 2050 (Comprehensive Plan) and the Unified Development Code (UDC) projects underway.

## 2024 COMMISSION GOALS

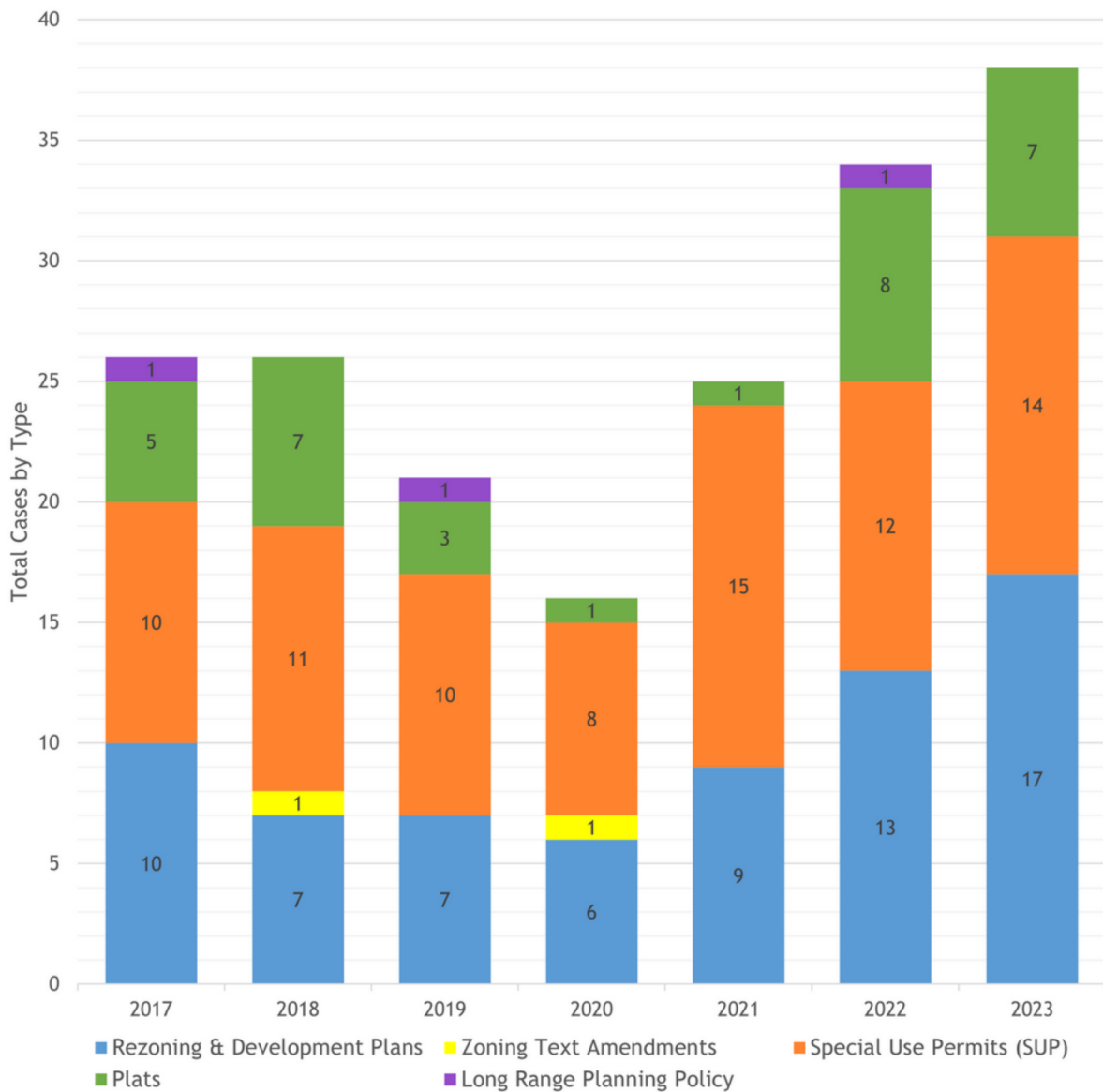
- Increased emphasis on pedestrian safety and encouraging use of alternative modes of transportation in order to reduce parking demand and support development standards and infrastructure policy that limits the construction of excess parking supply.
- Evaluate Rules, Regulations, and Procedures of the Planning and Zoning Commission and update to reflect current practices as needed.
- Conduct periodic development tours with the Commission throughout the year.

# ATTENDANCE

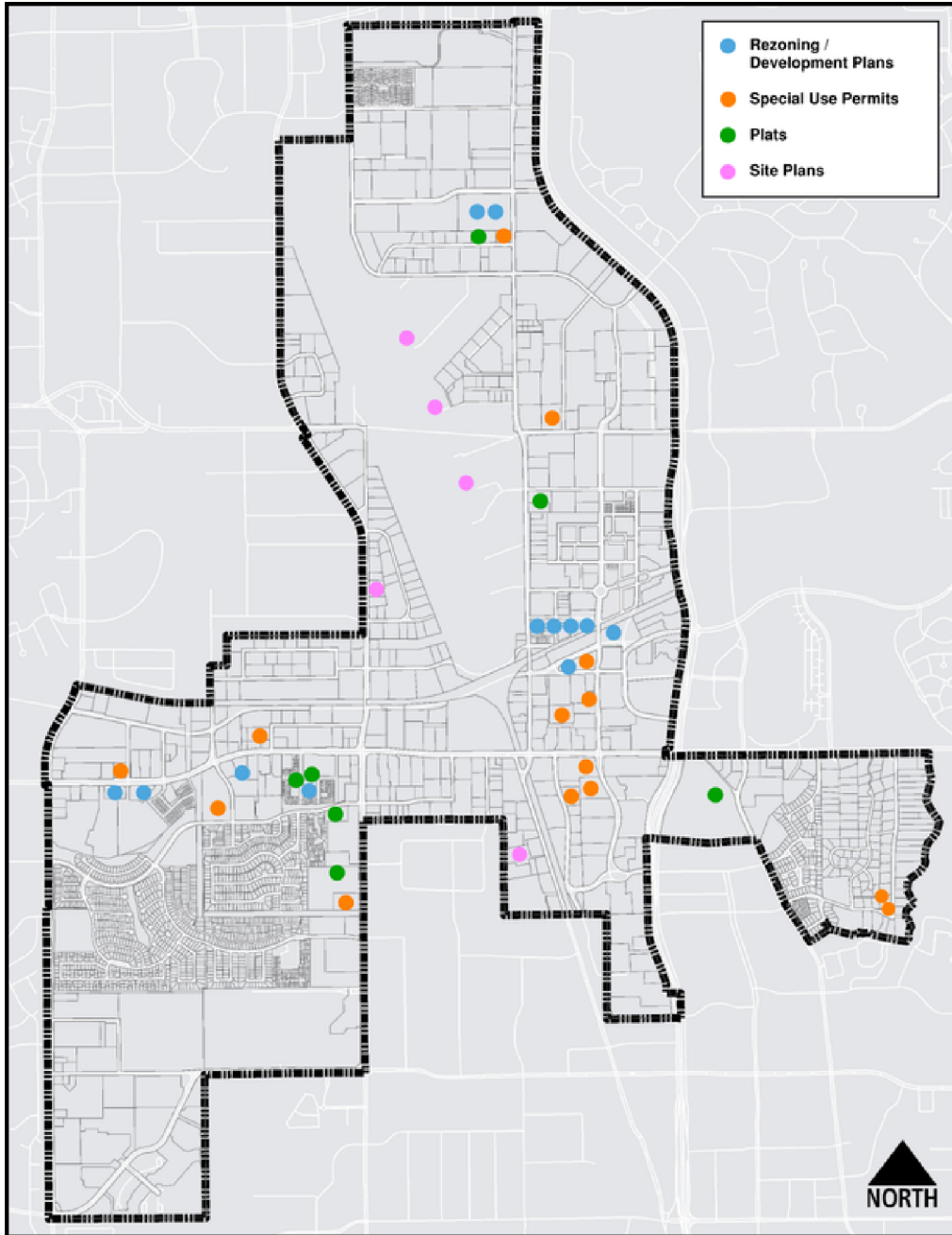
Commissioner Attendance Rate - 2023				
Commissioner	Present	Absent	Eligible	Attendance Rate
Branson, Juli	7	1	8	88%
Barker, Jimmy	3	0	3	100%
Catalani, Bob	11	0	11	100%
Chavez, Diane	10	0	10	100%
Craig, Nancy	1	0	1	100%
DeFrancisco, Chris (Vice Chair)	11	0	11	100%
Faircloth, Zachary	8	3	11	73%
Fansler, Denise	11	0	11	100%
Meleky, John	2	3	5	40%
Souers, Tom (Chair)	6	0	6	100%

Planning & Zoning Commissioner Attendance Summary - 2023												
Commissioner	17-Jan	21-Feb	21-Mar	18-Apr	16-May	20-Jun	18-Jul	15-Aug	19-Sep	17-Oct	15-Nov	13-Dec
Branson, Juli	P	P	P	P	P	P	A	P				No Meeting
Barker, Jimmy									P	P	P	
Catalani, Bob	P	P	P	P	P	P	P	P	P	P	P	
Chavez, Diane		P	P	P	P	P	P	P	P	P	P	
Craig, Nancy	P											
DeFrancisco, Chris (Vice Chair/Chair)	P	P	P	P	P	P	P	P	P	P	P	
Faircloth, Zachary	P	P	A	P	P	A	A	P	P	P	P	
Fansler, Denise (Vice Chair)	P	P	P	P	P	P	P	P	P	P	P	
Meleky, John							P	P	A	A	A	
Souers, Tom (Chair)	P	P	P	P	P	P						
<b>Average</b>	<b>100%</b>	<b>100%</b>	<b>85.7%</b>	<b>100%</b>	<b>100%</b>	<b>85.7%</b>	<b>71.4%</b>	<b>100.0%</b>	<b>85.7%</b>	<b>85.7%</b>	<b>85.7%</b>	-

# DEVELOPMENT CASE HISTORY



# 2023 CASE MAP



**City Council (FY24)**

**6. b.**

**Meeting Date:** 03/26/2024

**Department:** Police

**Pillars:** Gold Standard in Public Safety

---

**AGENDA CAPTION:**

Present and discuss the Addison Police Department's 2023 Annual Report.

**BACKGROUND:**

The Addison Police Department has prepared an Annual Report for Calendar Year 2023. This report includes a statistical review of the year, notable events from the patrol and criminal investigation divisions, and goals and objectives for Fiscal Year 2024.

**RECOMMENDATION:**

Information only.

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**Attachments**

2023 Annual Report

Presentation - APD 2023 Annual Report

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# ADDISON

## POLICE DEPARTMENT

*Annual Report*

# 2023



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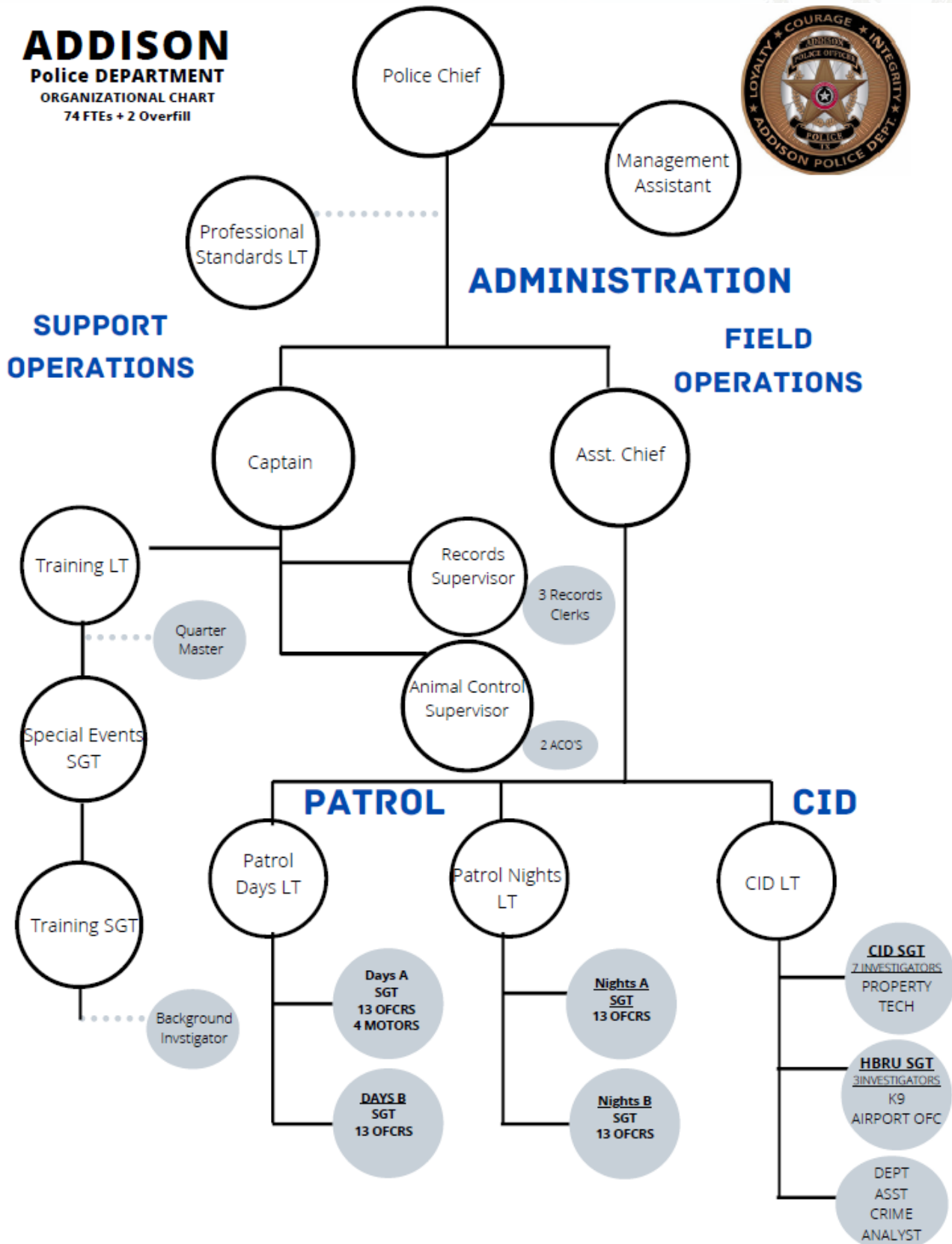
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# Police Staffing

## Organization Chart

**ADDISON**  
Police DEPARTMENT  
ORGANIZATIONAL CHART  
74 FTEs + 2 Overfill



# Patrol Division

Arrests: 1,026

Citations: 6,457

Warnings: 7,501

Officers Hired: 10

Officers Resigned: 7

Current Staffing: 60

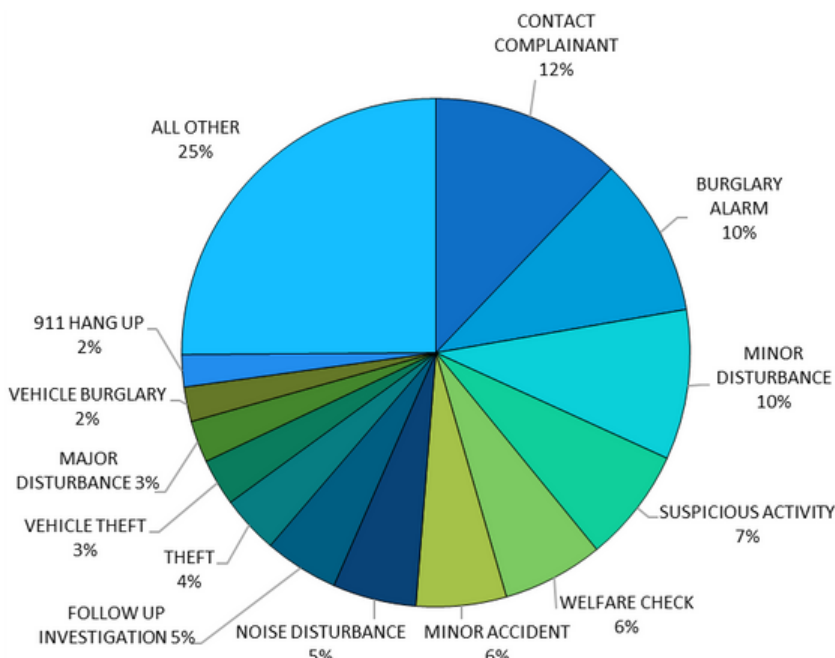
Maximum Staffing: 66

Traffic Stops: 9,636

Reports Written: 5,055

Calls Answered: 16,699

## 2023 Call Types



Officers answered over 100 call types in 2023, with the most common being a contact complainant. This is a catch-all category for general police questions, concerns about possible illegal activity, compliments and complaints, and neighborhood parking exemption requests.

Disturbances and welfare checks require careful attention and time to investigate from multiple units. These call types often take several hours as responding Officers interview witnesses, track down evidence, and search for suspects.

“All other” call types each make up less than 2% of total calls. The next most common types are stolen property recovery, major accidents, fraud, animal complaints, and traffic complaints.

While Officers spend the majority of their time answering calls for service, they are also expected to patrol the hotels, apartments, businesses, and neighborhoods in their beats.

Standards for self-initiated activity are high as officers routinely conduct traffic stops, investigate suspicious activity, patrol our parks, and check on homes under vacation watch.

In December Officers were given a tip that vehicle burglars were breaking into cars in one of our shopping center parking lots. Officers found the suspects and, after a short pursuit, were able to take them safely into custody. Thanks, Days B!



Days B Sergeants, Patrol, and Motors

# Criminal Investigations

Cases Assigned: 4,145	Full Time Detectives: 8	Vehicles Recovered: 91
Cases Cleared: 2,098	Working Days/Year: 260	Warrants Signed: 740
Cases Suspended: 2,047	Cases Assigned/Day: 15.9	Porch Pirates Caught: 7
	Cases Cleared/Day: 8.1	

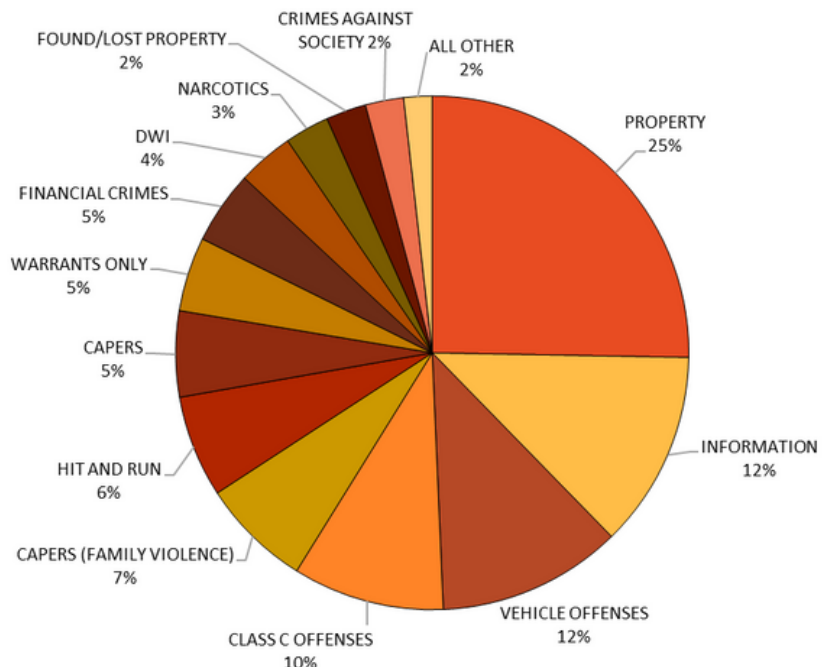
The Criminal Investigations Division reviews each offense and information report written. Cases are assigned to CAPERS (crimes against persons), property, or specialty detectives.

Information reports are written for a significant, non-criminal event. Many involve family or juvenile concerns where prosecution is not desired but documentation is appropriate.

Class C offenses include arrests related to traffic offenses or drug paraphernalia, simple assault, and petty theft. These arrests are processed through Municipal Court.

“All other” case types each make up less than 1% of total cases. The next most common case types include sex offenses, missing persons, CPS referrals, animal complaints, and intelligence reports.

2023 Case Types



In CID a Detective is assigned an average of 10 cases per week. Caseloads are often higher due to Detectives juggling many new and ongoing investigations, waiting for search warrant returns, and conducting internal and external analysis. Cases investigated range from lost wallets to vehicle theft rings and murder.

Detectives and assisting personnel work to find, link, and distribute intelligence. Sharing intel with other police agencies, especially on our vehicle burglaries and thefts, has helped us solve 20+ Addison offenses and many non-Addison cases.

CID personnel worked extensively throughout 2023 to identify a serial thief who stole packages, burgled a home, burgled a business, and used a resident’s credit card at a nearby store. Very limited evidence was available but CID was able to link a small part of each offense (a pawned skateboard, a backpack seen on video, a pair of Crocs) back to one person. He was arrested for multiple Addison offenses. Sharing this intel also solved another agency’s theft/burglary series.

# Animal Control

[www.addisontexas.net/police/our-adoptable-animals](http://www.addisontexas.net/police/our-adoptable-animals)

2 Animal Control Officers handle all animal-related calls for the Town. Our ACOs are each on call for 1 week per month and also use an animal control company to cover remaining callouts. Animal Control's top priority is the safety of all wild and domestic animals residing in Addison.



Our new storefront on Keller Springs Rd



## Primary Duties:

- Animal bite, cruelty, and neglect investigations
- Caring for surrendered, stray, and injured animals
- Educating the public about wild and domestic animals in community meetings and on social media
- Facilitating animal adoptions and transfers

## Yearly Statistics:

- Impounded animals: 284
- Adoptions/reclamations: 194
- Transfers: 35
- Trap/neuter/release (TNR): 51
- Bite investigations: 25
- Most common name: Sugar
- Most common breed: Pitbull



Visit our website (linked above) or search us on PetFinder to view all of our adoptable friends!

# Support Personnel



Addison has 9 civilian employees serving behind the scenes in vital support roles. In addition to ensuring federal, state, and local legal compliance, our personnel file cases, safeguard evidence, submit proposals for new equipment and grants, maintain and upgrade fleet vehicles, run the License Plate Recognition (LPR) program, and respond to public inquiries for reports, calls, statistics, arrests, and other records.

Personnel include 4 records staff, a quartermaster, two department assistants, a property technician, and a crime analyst. These employees often work together and with sworn personnel on projects, presentations, special events, and other miscellaneous responsibilities.

## 2023 Highlights

- Data Driven Approaches to Crime and Traffic Safety (DDACTS) certification
- Incredible work by the Records dept:
  - 2 Records Analyst certifications
  - 1 Records Manager certification
  - 369 Open Records requests completed
  - 2,424 total requests fulfilled
- 2,075 items processed out of Property
- Drug Terminator acquired for disposition



# Statistical Review

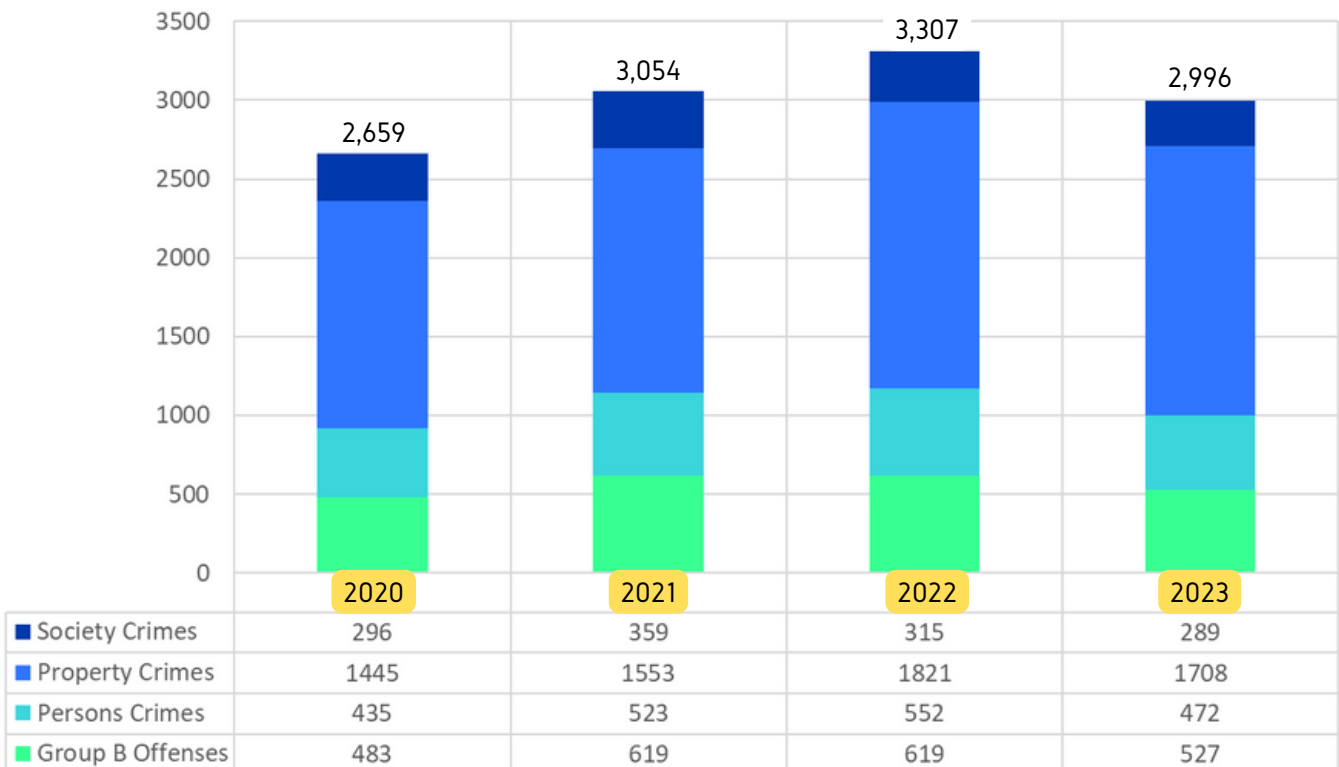
## National Incident Based Reporting System (NIBRS)

### Addison's Crime Statistic Reporting Format:

As crime types and patterns have evolved over the decades, departments have sought to improve on data collection and capture more information about crime. The National Incident Based Reporting System (NIBRS) format is the current national standard for crime statistic reporting. The FBI mandated all agencies switch to the NIBRS format by 2020. Addison reached this goal in 2019 and has been using NIBRS data for more robust data analysis.

NIBRS includes 52 Part A major crimes and 11 Part B minor crimes. This allows for a much greater level of detail as compared to the previous system, Uniform Crime Reporting (UCR). NIBRS-style formatting counts all lesser-included offenses that took place in the same criminal incident. It also includes both newly created offense types and other offense types that were previously excluded. See appendix for more information about NIBRS and UCR data.

### Total NIBRS Part 1 Offenses:

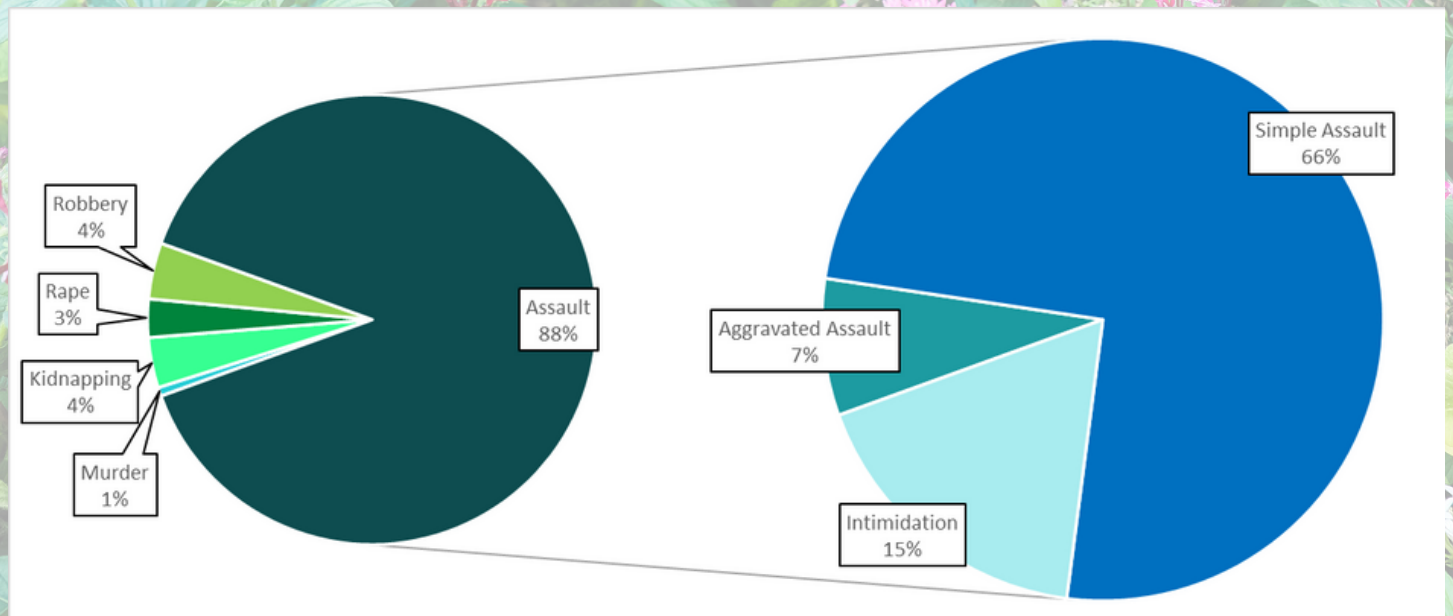


# NIBRS: Group A Offenses

## Crimes Against Persons

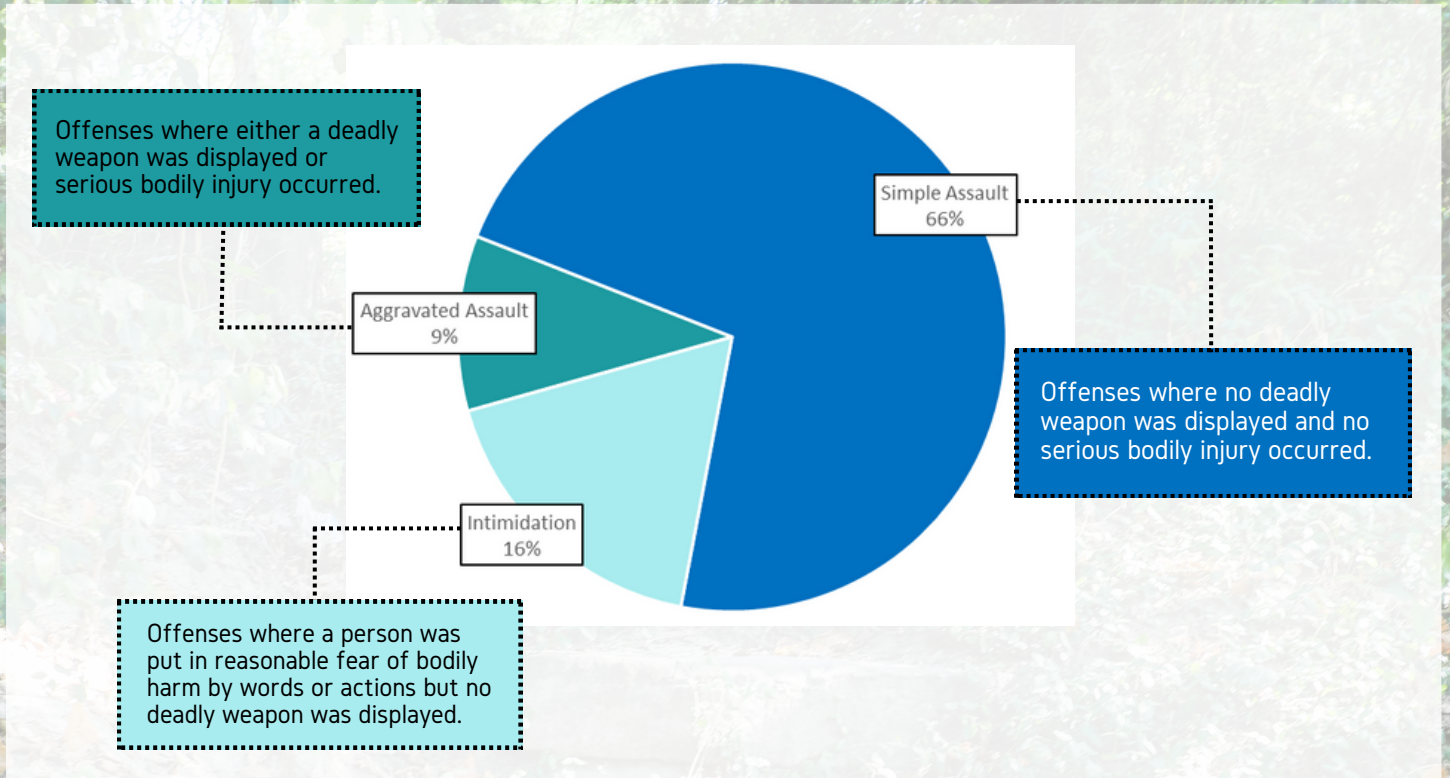
NIBRS Group	NIBRS Code Name	OFFENSES	CLEARED	CLEARED
Murder	Murder & Nonnegligent Homicide	3	3	100.0%
	Negligent Manslaughter	0	0	
	Justifiable Homicide	0	0	
Kidnapping	Kidnapping/Abduction	17	13	76.5%
Rape	Rape	9	6	66.7%
	Sodomy	1	2	200.0%
	Sexual Assault with an Object	0	0	
	Fondling	3	3	100.0%
	Incest	0	0	
	Statutory Rape	0	0	
	Robbery	Robbery	19	9
Assault	Aggravated Assault	33	19	57.6%
	Simple Assault	313	248	79.2%
	Intimidation	73	39	53.4%
Trafficking	Commercial Sex Acts	1	0	0.0%
	Involuntary Servitude	0	0	
<b>TOTAL</b>		<b>472</b>	<b>342</b>	<b>72.5%</b>

89% of Crimes Against Persons offenses reported in 2023 were assaults. The "assault" category contains these three offense levels: aggravated, simple, and intimidation. "Intimidation" includes assaults by threat, terroristic threats, and similar acts. "Kidnapping" includes unlawful restraint. See next page for details.



# NIBRS: Group A Offenses

## Crimes Against Persons



In Addison over half of our assaults are committed by a family member, dating partner, or household member. The vast majority of assault suspects are either fully known or partially known to the victim. Only 10-15% of assaults are committed by total strangers each year.

When an outcry of family violence is made, our first priority is the victim's safety. Officers ensure this by removing the suspect from the scene and helping the victim find a safe space to stay. They also can call a family member to come provide support, help with childcare, or arrange travel for the victim. Officers can also apply for an emergency protective order through the Dallas County District Attorney's Office to prevent the suspect from returning to the residence, harassing the victim, or interfering with childcare.

During ongoing incidents where the one of the parties has already left, officers check the surrounding area and attempt to locate the suspect using available digital resources. There is a cooperative effort in Addison between multiple patrol shifts, detectives, and support personnel to prevent future events of family violence as bulletins, suspect information, and intelligence are shared.

In 2023 Addison PD redesigned its family violence booklet to include additional resources for potential victims. This handout details information about topics including pressing charges, protective orders, financial compensation, family violence shelters, counseling resources, legal aid contacts, and community outreach groups. This is shared with all potential victims of family, household, and dating violence.

Addison also participates in the Victim's Compensation Fund, which helps families be made whole after a violent crime. This program can help reimburse childcare, relocation, and damaged property. If you or someone you know may be eligible, please visit our website for more information:

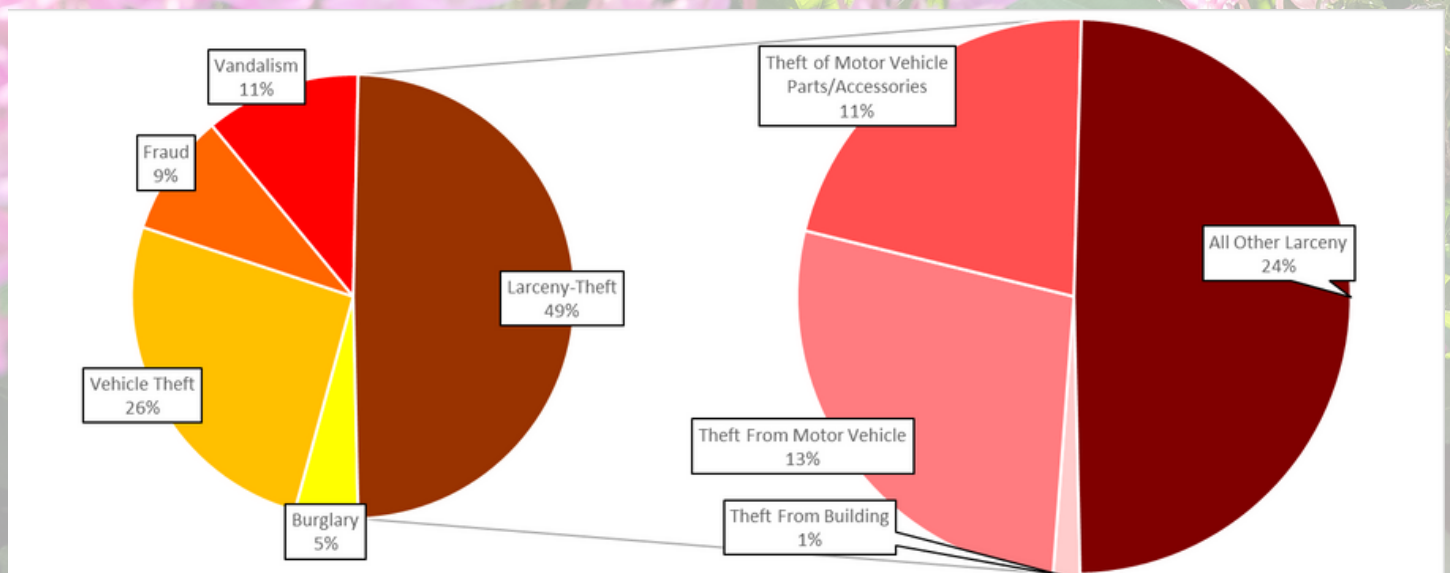
<https://addisontexas.net/police/victim-assistance-program>

# NIBRS: Group A Offenses

## Crimes Against Property

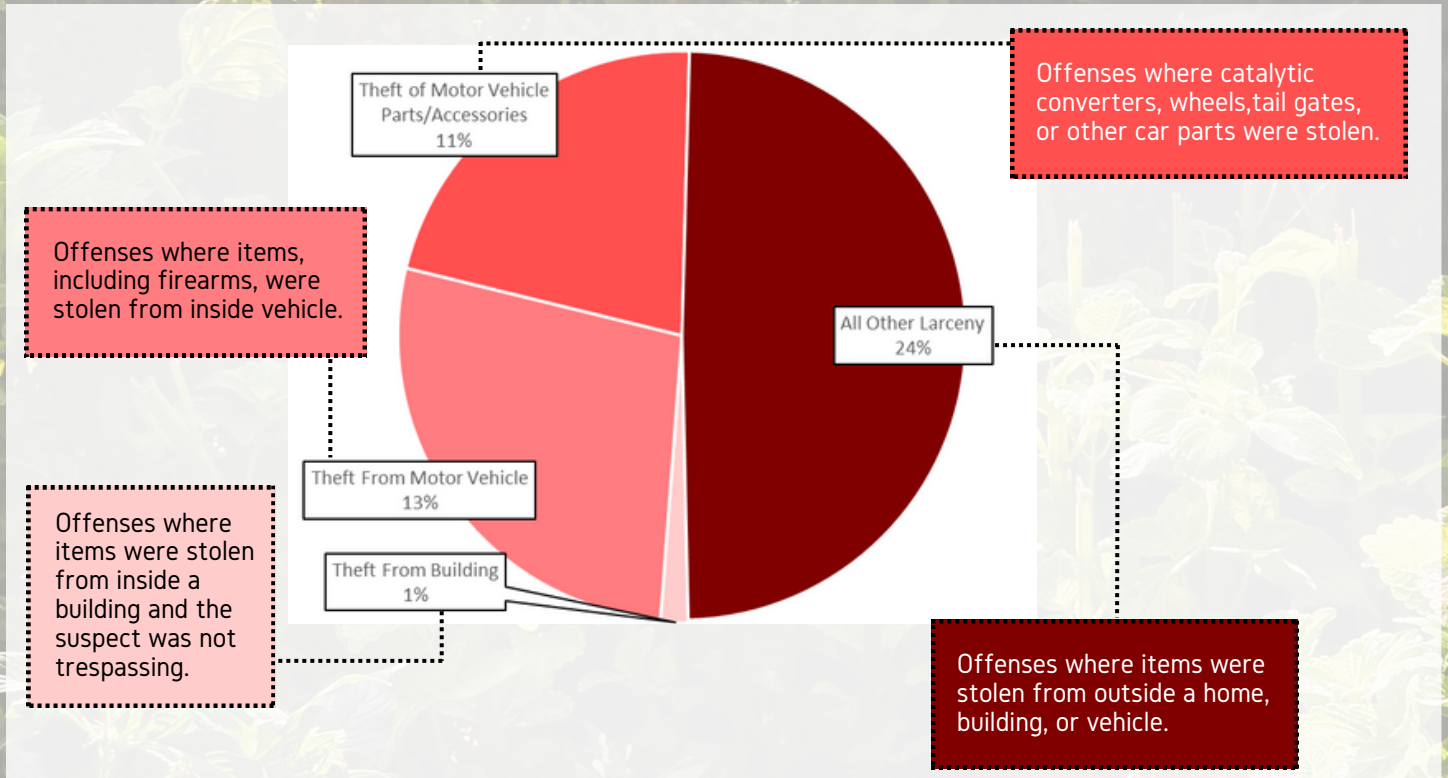
NIBRS Group	NIBRS Code Name	OFFENSES	CLEARED	CLEARED
Arson	Arson	1	1	100.0%
Burglary	Burglary/Breaking & Entering	78	15	19.2%
Vehicle Theft	Motor Vehicle Theft	436	92	21.1%
Fraud	Counterfeiting/Forgery	28	12	42.9%
	False Pretenses/Swindle/Confidence Game	33	21	63.6%
	Credit Card/Automated Teller Machine Fraud	31	14	45.2%
	Impersonation	4	2	50.0%
	Welfare Fraud	0	0	
	Wire Fraud	0	0	
	Identity Theft	55	22	40.0%
Vandalism	Destruction/Damage/Vandalism of Property	192	36	18.8%
Larceny-Theft	Pocket-picking	5	0	0.0%
	Purse-snatching	1	0	0.0%
	Shoplifting	10	3	30.0%
	Theft From Building	13	3	23.1%
	Theft from Coin Operated Machine	0	0	
	Theft From Motor Vehicle	230	15	6.5%
	Theft of Motor Vehicle Parts/Accessories	180	2	1.1%
	Embezzlement	0	0	
	Stolen Property Offenses	0	0	
	All Other Larceny	410	131	32.0%
Cybercrime	Hacking/Computer Invasion	1	0	0.0%
Coercion	Extortion/Blackmail	0	0	
	Bribery	0	0	
<b>TOTAL</b>		<b>1708</b>	<b>369</b>	<b>21.6%</b>

50% of Crimes Against Property offenses reported in 2023 were simple thefts. The "theft" category contains 9 specific offense types and an "all other larceny" catch-all category. Property crimes historically have the lowest clearance rates due to lack of available suspect information. See next page for details.



# NIBRS: Group A Offenses

## Crimes Against Property



In 2023 Addison saw a 70% increase in vehicle thefts. The rest of the DFW region also saw notable growth but Addison's was larger than most. This disparity appears to be due to our large number of upscale restaurants, bars, and shopping centers next to highways combined with our small city size.

In response to this increase, Addison PD added an additional vehicle theft detective, obtained new investigative software, joined several multi-agency investigations, and increased patrols in the most affected areas. Officers and Detectives patrol hotspots in both marked and unmarked vehicles. Crime data is analyzed weekly for date/time/location trends then Officers adjust their directed patrol strategies. Several suspects have been identified and arrested due to this increased law enforcement presence. From November through December Officers volunteered to work off-duty on a specialized patrol targeting our three most active vehicle theft hotspots. Their efforts resulted in a 50% reduction in thefts during that timeframe. Personnel continues to monitor these areas to deter repeat offenders.

The majority of our 2023 vehicle thefts were new, American-manufactured sports cars, trucks, and SUVs parked in our shopping centers immediately next to Dallas North Tollway. These high value vehicles are vulnerable to several different attacks including Electronic Control Module (ECM) switches, vehicle key reprogramming using stolen locksmith tools, and unlock signal repeating using handheld electronics. Regardless of skill level, thieves using these methods only need 60 seconds to steal a car and escape on the Tollway. These factors have led to several organized criminal groups operating in the area.

Addison also experienced nationwide trends like "The Kia Boyz" method made famous by TikTok. Thieves posted videos using a USB to start certain 2015-2020 Kia or Hyundai models, which led Kia to send out a large-scale recall. While our multi-agency investigations have helped place several prolific offenders in jail, the ease in exploiting this design flaw means that this trend is continuing to impact our residents. We recommend a clearly visible ignition lock and/or an aftermarket immobilizer in all vehicles.

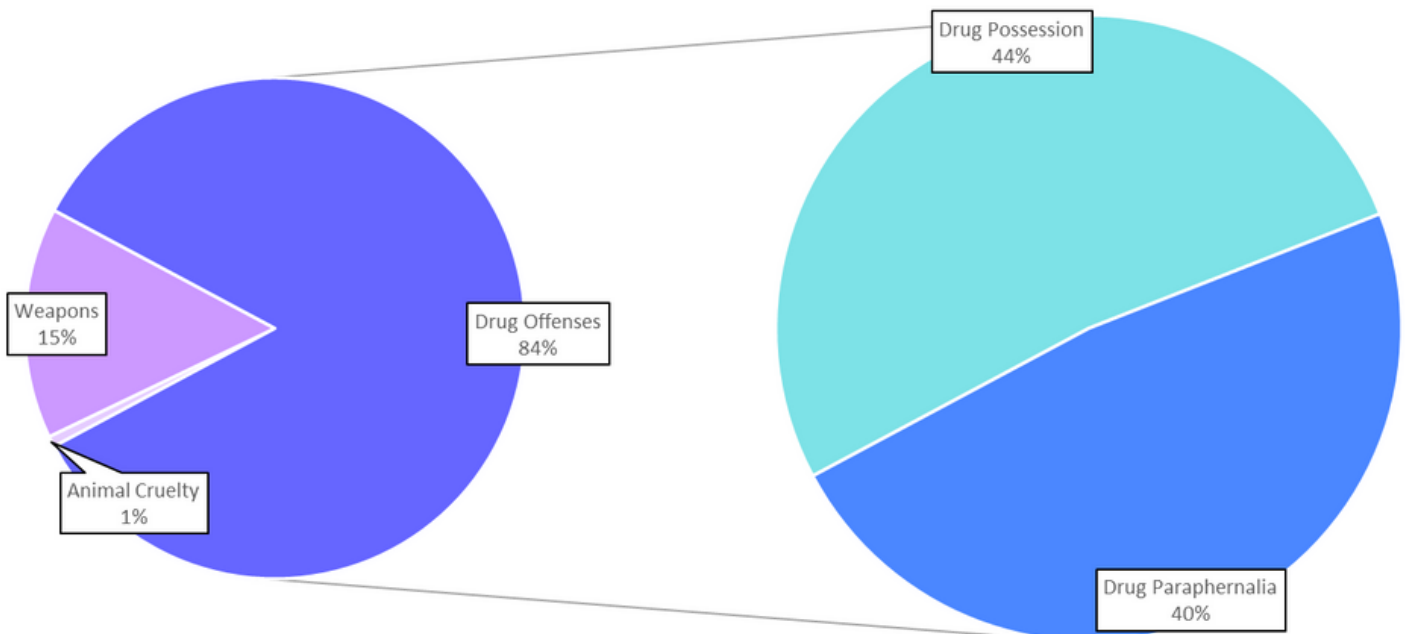
# NIBRS: Group A Offenses

## Crimes Against Society

NIBRS Group	NIBRS Code Name	OFFENSES	CLEARED	CLEARED
Obscenity	Prostitution	1	0	0%
	Assisting or Promoting Prostitution	0	0	
	Purchasing Prostitution	0	0	
	Pornography/Obscene Material	0	0	
Animal Cruelty	Animal Cruelty	2	0	0%
Weapons	Weapon Law Violations	43	37	86%
Narcotics	Drug/Narcotic Violations	126	122	97%
	Drug Equipment Violations	117	111	95%
Gambling & Tampering	Betting/Wagering	0	0	
	Operation/Promoting/Assisting Gambling	0	0	
	Gambling Equipment Violation	0	0	
	Sports Tampering	0	0	
<b>TOTAL</b>		<b>289</b>	<b>270</b>	<b>93.4%</b>

84% of the Crimes Against Society offenses reported in 2023 were drug or narcotics related. The chart on the right breaks down the "narcotics" category into the 2 types:

- Drugs/narcotics violations - drug possession, manufacturing, and sales
- Drug equipment violations - drug paraphernalia



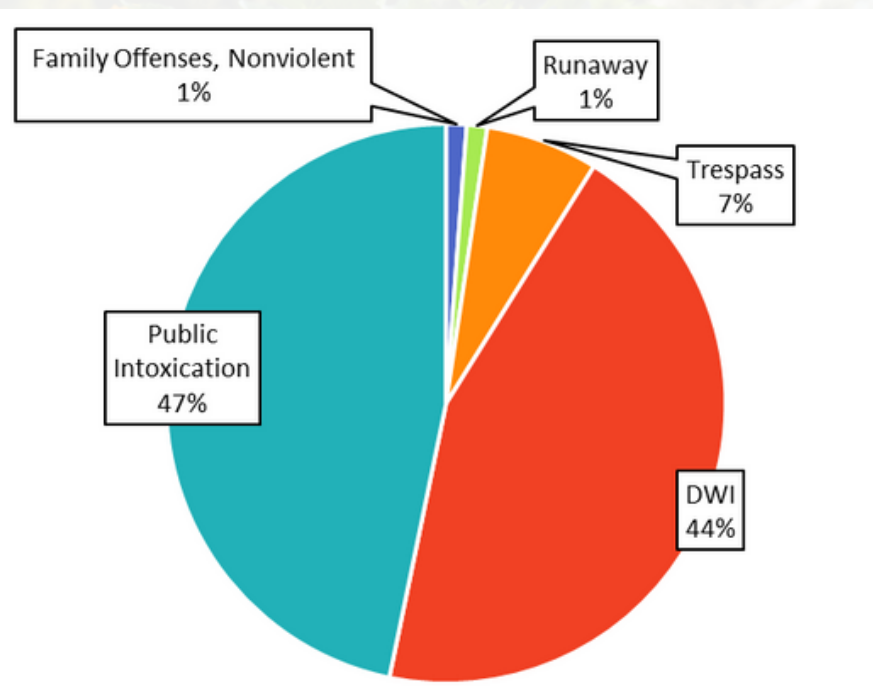
# NIBRS: Group B Offenses

## All Other Offenses

NIBRS Group	NIBRS Code Name	OFFENSES	CLEARED	CLEARED
Family	Family Offenses, Nonviolent	4	4	<b>100%</b>
	Runaway	4	3	<b>75%</b>
Other Theft	Bad Checks	0	0	
Public Conduct	Curfew/Loitering/Vagrancy Violations	0	0	
	Trespass of Real Property	22	18	<b>82%</b>
	Peeping Tom	0	0	
	Disorderly Conduct	1	2	<b>200%</b>
Alcohol	Driving Under the Influence	150	150	<b>100%</b>
	Drunkenness	158	158	<b>100%</b>
	Liquor Law Violations	3	3	<b>100%</b>
All Other	All Other Offenses	185	155	<b>84%</b>
<b>TOTAL</b>		<b>527</b>	<b>493</b>	<b>93.5%</b>

The total number of offenses in each NIBRS code name are represented in the pie chart below. The NIBRS code names with the largest number of reported incidents are drunkenness (public intoxication), driving under the influence (DWI), and trespass of real property (trespass).

In 2024 the FBI will no longer include Texas's public intoxication offenses into these counts.



# APRO: Online Reporting

[www.addisontexas.net/APRO](http://www.addisontexas.net/APRO)

The screenshot shows the Addison Police Department's online reporting portal. At the top, there is a navigation menu with links for 'VISIT', 'CONTACT US', 'HOW DO I?', and a language selection dropdown. Below this is a secondary menu with 'RESIDENTS', 'BUSINESS', 'GOVERNMENT', and 'DEPARTMENTS'. A search bar on the right asks 'How Can We Help You?'. On the left, a sidebar contains links for 'Services', 'Join Our Team', 'Your Police Department', and 'File an Online Police Report'. The main content area is titled 'Addison Police Reporting Online' and features a prominent red banner that reads: 'IF THIS IS AN EMERGENCY OR CRIME IN PROGRESS, PLEASE CALL 911.' Below the banner, a welcome message states: 'Welcome to the Addison Police Department Citizens Online Police Reporting System. If this is an Emergency please call 911. Using this online citizen police report system allows you to submit a report immediately and print a copy of the police report for free. Please confirm the following to find out if online citizen police report filing is right for you:'

- This incident is not currently an Emergency.
- This incident occurred within the Town of Addison city limits.
- I do not know who the suspect is.

At the bottom of the main content area, it says: 'If all the above statements are correct, you are ready to file your report online. Please make sure to turn off your pop-up blocking software before filing the report. If you answered no to any of the questions, please look at our [Online Citizen Police Report Frequently Asked Questions](#) section.'

In 2023 Addison PD and COPLOGIC partnered together to create APRO: Addison Police Reporting Online. APRO offers the public a way to self-report theft, fraud, and similar property crimes without having to wait for an Officer to respond. A copy of the report is immediately emailed to the reporting party for their records and any available leads are fully investigated by the Criminal Investigations Division.

### Estimated Time and Cost Savings 10/12/23 - 2/12/24

<u>Total Reports</u>	<u>Officer Hours Per Report</u>	<u>Officer Cost Per Report*</u>	<u>Total Hours Saved</u>	<u>Total Savings</u>
210	1.50	\$55.00	315.00	\$11,550
		* Lowest Officer salary used for estimate		

### Most Common Reports:

Burglary of Motor Vehicle .....	31	Identity Theft .....	20
Credit/Debit Card Abuse .....	7	Lost Property .....	13
Criminal Mischief .....	17	Theft of Catalytic Converter .....	1
Hit and Run Collision .....	33	Theft of Certain Metals .....	1
Forgery .....	7	Theft of Mail .....	19
Graffiti .....	1	Theft of Property .....	46
Harassment .....	10	Theft of Service .....	4

# Training Review

2023



Addison Police Officers meet or exceed all national and state training requirements. Each quarter Officers attend at least one day of group training to practice new defensive tactics, improve firearms skills, learn about legal updates and best practices, and be introduced to new resources and technology.



Quarter 1:

Defensive tactics:  
Ground defense, escape techniques, lethal and non-lethal force

Firearms training:  
Flashlight techniques, follow through, low light training

Quarter 2:

Blue to Gold Courtroom Demeanor: Procedure and protocol, rules of testimony, appropriate demeanor

Real World De-Escalation

Taser recertification

Quarter 3:

Reality Based Training:  
Building clearing, school shooter response, lethal force scenarios

Advanced defensive tactics

Basic machine gun, SWAT

Quarter 4:

Legal Updates: 2023 Texas Legislative Session, new case law

CPR recertification

Introductory rifle class

Rife in-service

# Regional Partnerships

## NorTex SWAT



Our Metrocrest Quad Cities (Addison, Carrollton, Farmers Branch, and Coppell) have strong mutual aid cooperation programs. Each police and fire department is authorized to respond to other departments' calls for service while they handle emergencies or heavy call loads.

In 2012 Metrocrest agencies strengthened their relationships further by forming the North Texas Metro Special Weapons and Tactics (SWAT) Unit. Law enforcement partners include the Mobile Field Force (MFF) and Crisis Negotiations Team.

NorTex SWAT is led by a unified command of four chiefs, one tactical operations chief, two commanders, two team leaders, and two assistant team leaders. 30 specially trained members conduct special operations including high risk warrant service, barricaded persons, crisis response, and public safety concerns.

Operators specialize in fields such as explosives, breaching, sniping, robot operation, and drone piloting. They train together for over 200 hours per year.

In 2023 NorTex SWAT completed 10 high risk search/arrest warrant operations and responded to 8 emergency callouts.



# Regional Partnerships

## Community Outreach and Resources



The number of Americans experiencing homelessness rose 11% in 2023. To help, Addison works with multiple community nonprofit organizations that offer crisis hotlines, temporary or long-term shelters, food banks, recovery programs, job training, senior services, counseling, and affordable housing resources.

### Our Latest Community Education Event

The Town of Addison held a Citizens Education Seminar on Homelessness on 11/6/23 at the Addison Conference Center. Community meetings are open to the public and are posted on the Town of Addison's Facebook page.

[www.facebook.com/townofaddison](http://www.facebook.com/townofaddison)

In this meeting, Metrocrest Services Director Melanie Meijering presented a comprehensive overview of the complexities of homelessness and Metrocrest's role.

[www.metrocrestservices.org](http://www.metrocrestservices.org)

### Metrocrest Services

Addison's long-time partner is located at 1145 N. Josey Ln, Carrollton. Metrocrest offers rent assistance, food pantry services, life skills training, employment coaching, and community outreach and education.

[www.metrocrestservices.org](http://www.metrocrestservices.org)

### Our Calling

Our Calling's outreach team is headquartered at 17702 S. Cesar Chavez Blvd, Dallas. They respond to people in crisis and connect them with shelter, showers, meals, and other support services.

[www.ourcalling.org](http://www.ourcalling.org)

### North Texas Food Bank

NTFB has been serving the DFW area for over 40 years with mobile food distribution and dozens of local food banks. Addison's closest NTFB food pantry is Jewish Family Services at 5402 Arapaho Rd, Dallas.

[www.ntfb.org](http://www.ntfb.org)



Homeless Crisis Helpline: 1-888-411-6802

# Community Outreach

## 2023 Events, Meetings, and Trainings

Addison Police Officers, civilians, and Town staff work together through our Special Events Sergeant to create and/or attend community events. The team's goal is to meet our residents and share education and resources. In 2024 the team aims to share more call and report data on the Town's website and social media.



### Quarter 1:

2/13: Bingo night at the Addison Athletic Center

3/9: Vehicle burglary and catalytic converter theft presentation

3/30: Vehicle burglary and catalytic converter theft presentation

### Quarter 2:

4/1: Easter Egg-Stravaganza

5/13: Touch-A-Truck

5/18: George Bush Elementary career day

6/14: Mail theft and identity theft presentation

### Quarter 3:

8/3: Civilian response to active shooter seminar

8/30: Tierra Encantada school visit

9/20: Police department guided tour

### Quarter 4:

10/3: National Night Out

10/28: National Prescription Drug Take Back Day

10/28: Trunk-Or-Treat

11/7: Animal Control community meeting and education event



# Community Outreach

## Websites, Social Media, Hotlines, And Resources

### Town of Addison:

Website: [www.addisontx.net](http://www.addisontx.net)

Facebook: [www.facebook.com/townofaddison](http://www.facebook.com/townofaddison)

Tow Yard & Vehicle Impound: [gwstexas.com/home](http://gwstexas.com/home)

Metrocrest Quad Cities Dispatch: [ntecc911.org](http://ntecc911.org)

### Addison Police Department:

Website: [addisontexas.net/police](http://addisontexas.net/police)

Crime Statistics & Annual Reports: [addisontexas.net/police/crime-statistics](http://addisontexas.net/police/crime-statistics)

Police Department Facebook: [www.facebook.com/townofaddisonpolicedepartment](http://www.facebook.com/townofaddisonpolicedepartment)

Animal Control Facebook: [www.facebook.com/townofaddisonanimalcontrol](http://www.facebook.com/townofaddisonanimalcontrol)



### Hotlines:

Adult and Child Abuse: 800-252-5400

Dallas Area Rape Crisis Center: 972-641-7273

The Family Place: 214-941-1991

Mosaic Family Services: 214-823-4434

Legal Aid of North Texas: 214-748-1234

# 2023 Achievements

## Department Awards



Preservation of Life Award: Officers Gutierrez and Meraz



Preservation of Life Award: Detective Valenzuela



FBI National Academy Graduate: Lieutenant Potts

Certificates and trainings not pictured:

- FBI Law Enforcement Executive Development Association (LEEDA) trilogy: Lieutenant Helton
- Impact munitions instructors: Sergeant Phillips, Officers-In-Charge Gallegos and Douthit
- Shield instructors: Sergeant Castaneda and Motor Team Lead Chambers
- Knife defense instructor: Sergeant Phillips
- Gracie Survival Tactics Level 2: Officer-In-Charge Gallegos

# 2023 Achievements

## Personnel Awards



Supervisor of the Year:  
K. Coffelt

- Investigations Sergeant
- Years of Service: 14



Officer of the Year:  
M. Rivera

- Days A Officer
- Years of Service: 7



Rookie of the Year:  
D. Allen

- Nights A Officer
- Years of Service: 3



Detective of the Year:  
A. Murray

- Property Detective
- Years of Service: 5



Civilian of the Year:  
K. Fuentes

- Crime Analyst
- Years of Service: 8

# ADDISON

## POLICE DEPARTMENT

*Annual Report*

# 2023 APPENDIX



# Appendix: Statistics

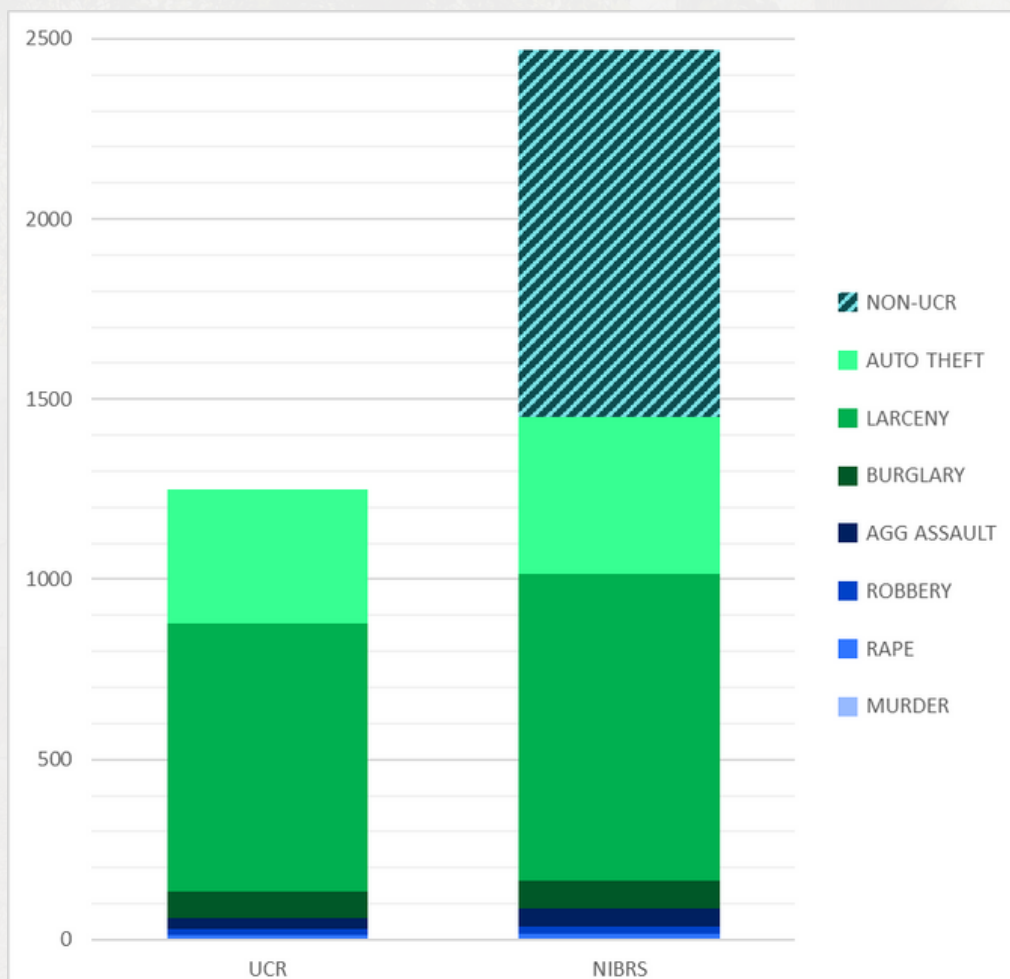
## NIBRS vs UCR Comparison

### Formatting Effects on Addison's Crime Rate:

To demonstrate the much larger number of offenses now included in NIBRS, the same 2023 offense data was also pulled in UCR format. All offenses not previously analyzed under UCR are grouped together under the label "NON-UCR" for this exercise.

The numbers of the traditional seven UCR Part 1 crimes are each slightly higher in NIBRS-style formatting, as NIBRS contains both lesser-included offenses and offense types that were previously excluded. In 2023 our major crimes reported in NIBRS Group A format ended up being 1.98 times greater than the exact same data reported in UCR Part 1 format.

### Total UCR Part 1 Offenses:



# Appendix: Statistics

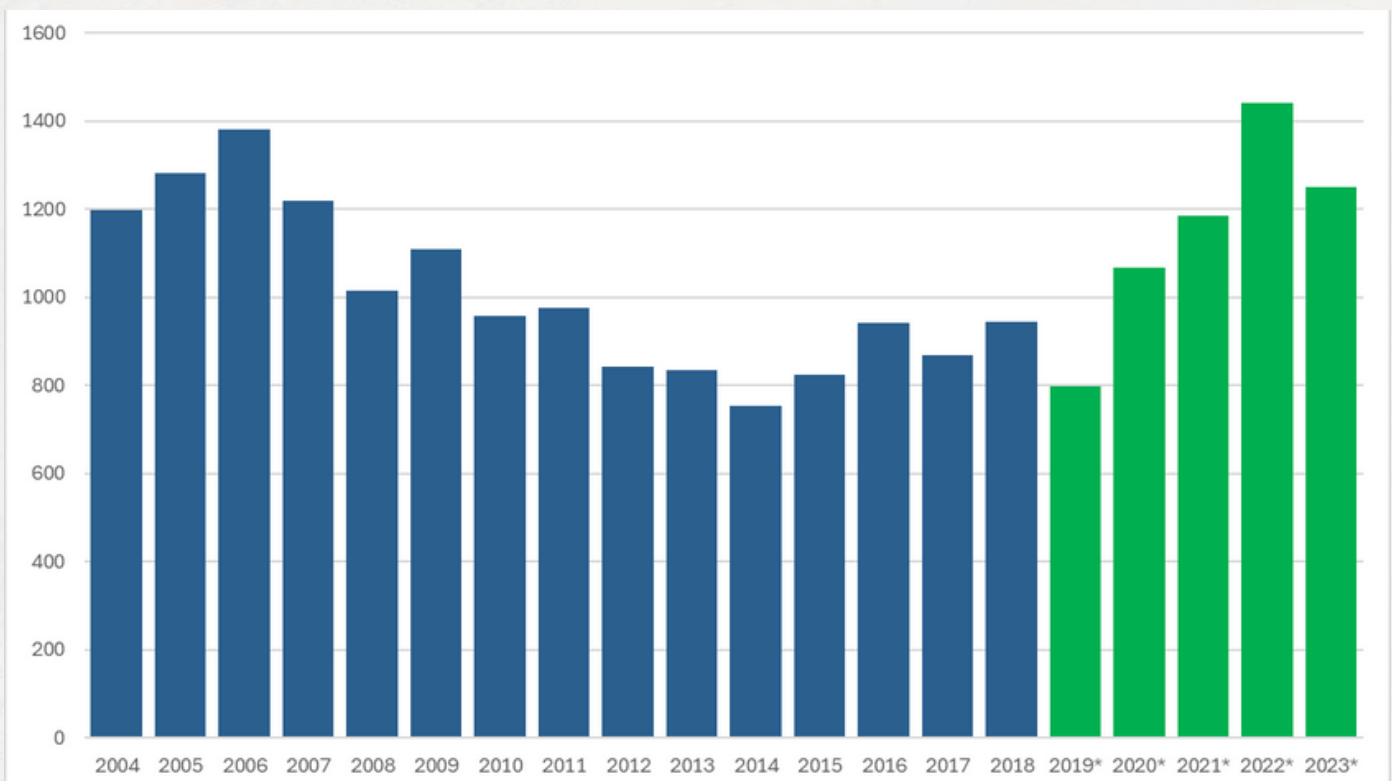
## Uniform Crime Reporting (UCR)

### Long-Term Crime Rate (UCR Only):

#### Total UCR Part 1 Offenses:

	2019*	2020*	2021*	2022*	2023*
Murder	1	0	3	1	3
Rape	10	9	19	15	9
Robbery	18	20	23	12	17
Aggravated Assault	51	42	53	52	30
Burglary	90	114	124	108	75
Larceny	508	671	759	1029	745
Auto Theft	121	212	203	224	370
<b>TOTAL</b>	<b>799</b>	<b>1068</b>	<b>1184</b>	<b>1441</b>	<b>1249</b>

\* UCR data adjusted from NIBRS format



# Appendix: Statistics

## 2022 - 2023 Crime Rate

	NIBRS Group	NIBRS Code Name	2022	2023	% CHANGE
Crimes Against Persons	Murder	Murder & Nonnegligent Homicide	1	3	200.0%
		Negligent Manslaughter	0	0	
		Justifiable Homicide	0	0	
	Kidnapping	Kidnapping/Abduction	12	17	41.7%
	Rape	Rape	15	9	-40.0%
		Sodomy	1	1	0.0%
		Sexual Assault with an Object	0	0	
		Fondling	4	3	-25.0%
		Incest	0	0	
		Statutory Rape	0	0	
	Robbery	Robbery	15	19	26.7%
	Assault	Aggravated Assault	52	33	-36.5%
		Simple Assault	363	313	-13.8%
		Intimidation	89	73	-18.0%
	Trafficking	Commercial Sex Acts	0	1	
		Involuntary Servitude	0	0	
<b>TOTAL</b>		<b>552</b>	<b>472</b>	<b>-14.5%</b>	

	NIBRS Group	NIBRS Code Name	2022	2023	% CHANGE
Crimes Against Property	Arson	Arson	2	1	-50.0%
	Burglary	Burglary/Breaking & Entering	109	78	-28.4%
	Vehicle Theft	Motor Vehicle Theft	256	436	70.3%
	Fraud	Counterfeiting/Forgery	30	28	-6.7%
		False Pretenses/Swindle/Confidence Game	37	33	-10.8%
		Credit Card/Automated Teller Machine Fraud	23	31	34.8%
		Impersonation	2	4	100.0%
		Welfare Fraud	0	0	
		Wire Fraud	0	0	
		Identity Theft	62	55	-11.3%
	Vandalism	Destruction/Damage/Vandalism of Property	175	192	9.7%
	Larceny-Theft	Pocket-picking	0	5	
		Purse-snatching	0	1	
		Shoplifting	1	10	900.0%
		Theft From Building	23	13	-43.5%
		Theft from Coin Operated Machine	1	0	-100.0%
		Theft From Motor Vehicle	315	230	-27.0%
		Theft of Motor Vehicle Parts/Accessories	283	180	-36.4%
		Embezzlement	5	0	-100.0%
		Stolen Property Offenses	0	0	
		All Other Larceny	495	410	-17.2%
	Cybercrime	Hacking/Computer Invasion	2	1	-50.0%
	Coercion	Extortion/Blackmail	0	0	
Bribery		0	0		
<b>TOTAL</b>		<b>1821</b>	<b>1708</b>	<b>-6.2%</b>	

	NIBRS Group	NIBRS Code Name	2022	2023	% CHANGE
Crimes Against Society	Obscenity	Prostitution	0	1	
		Assisting or Promoting Prostitution	0	0	
		Purchasing Prostitution	0	0	
		Pornography/Obscene Material	3	0	-100.0%
	Weapons	Weapon Law Violations	34	43	26.5%
	Animal Cruelty	Animal Cruelty	0	2	
	Narcotics	Drug/Narcotic Violations	137	126	-8.0%
		Drug Equipment Violations	141	117	-17.0%
	Gambling /Tampering	Betting/Wagering	0	0	
		Operation/Promoting/Assisting Gambling	0	0	
		Gambling Equipment Violation	0	0	
	Sports Tampering	0	0		
	<b>TOTAL</b>		<b>315</b>	<b>289</b>	<b>-8.3%</b>

# Appendix: Statistics

## 2022 - 2023 Crime Rate

	<b>NIBRS Group</b>	<b>2022</b>	<b>2023</b>	<b>% CHANGE</b>
Crimes Against Persons	Murder	1	3	200.0%
	Kidnapping	12	17	41.7%
	Rape	20	13	-35.0%
	Robbery	15	19	26.7%
	Assault	504	419	-16.9%
	Trafficking	0	1	
	<b>TOTAL</b>		<b>552</b>	<b>472</b>

In 2023, there were fewer felony crimes against persons offenses reported to Addison. Most crimes against persons were assaults and, of those, most were simple assaults. All 3 murder suspects were arrested on scene and await trial. Our personnel will continue to work with victims to ensure the best outcomes possible.

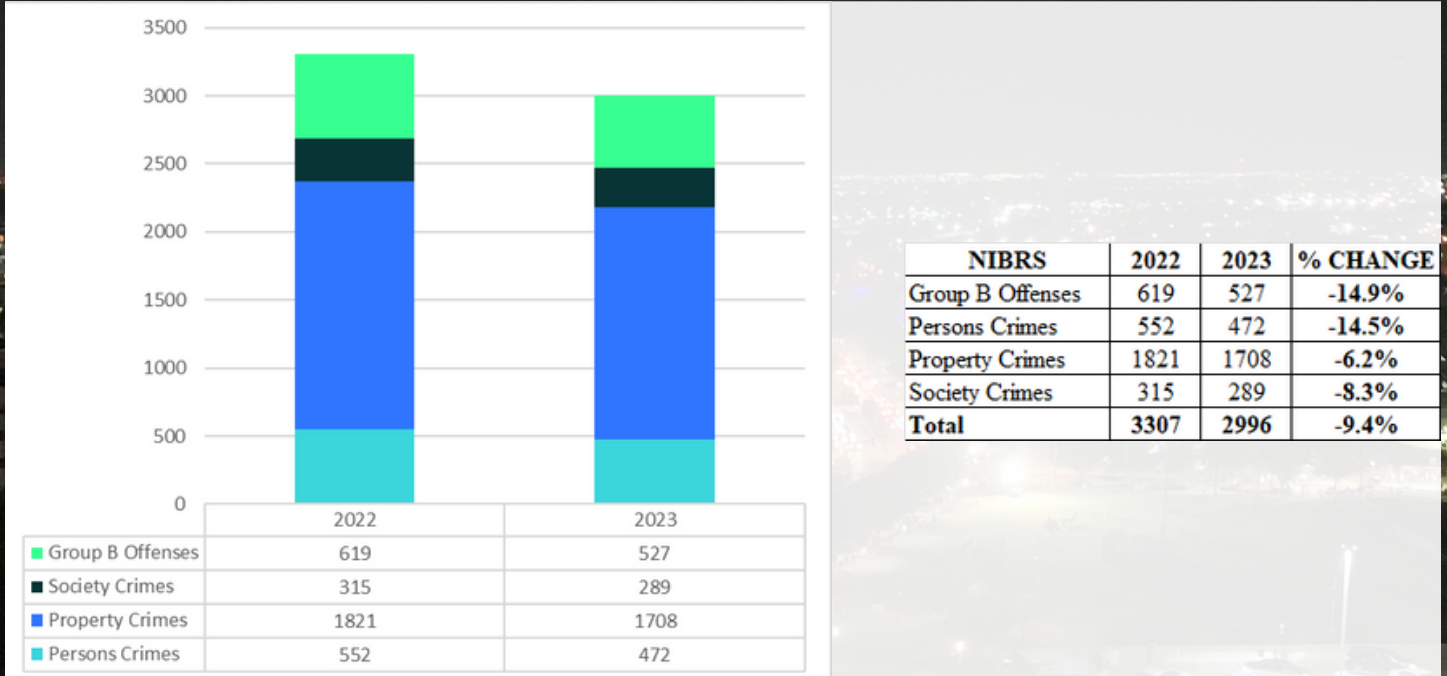
	<b>NIBRS Group</b>	<b>2022</b>	<b>2023</b>	<b>% CHANGE</b>	
Crimes Against Property	Arson	2	1	-50.0%	
	Burglary	109	78	-28.4%	
	Vehicle Theft	256	436	70.3%	
	Fraud	154	151	-1.9%	
	Vandalism	175	192	9.7%	
	Larceny-Theft	1123	849	-24.4%	
	Cybercrime	2	1	-50.0%	
	Coercion	0	0		
	<b>TOTAL</b>		<b>1821</b>	<b>1708</b>	<b>-6.2%</b>

Simple thefts, thefts of service, and burglaries decreased in 2023. The majority of these offenses were committed under opportunistic, low risk circumstances such as forgotten wallets, unlocked vehicles or doors, or valuables left in plain sight. The most common targets for vehicle burglars include cars with work laptop bags, backpacks, and purses left visible in restaurant or bar parking lots.

In 2023 Addison experienced 48 commercial burglaries, 10 hotel burglaries, and 20 residential burglaries. 17 of the residential burglaries took place in our multi-family homes and 3 were in our single-family homes. All suspects in the single-family home burglaries have been identified with most suspects arrested on scene.

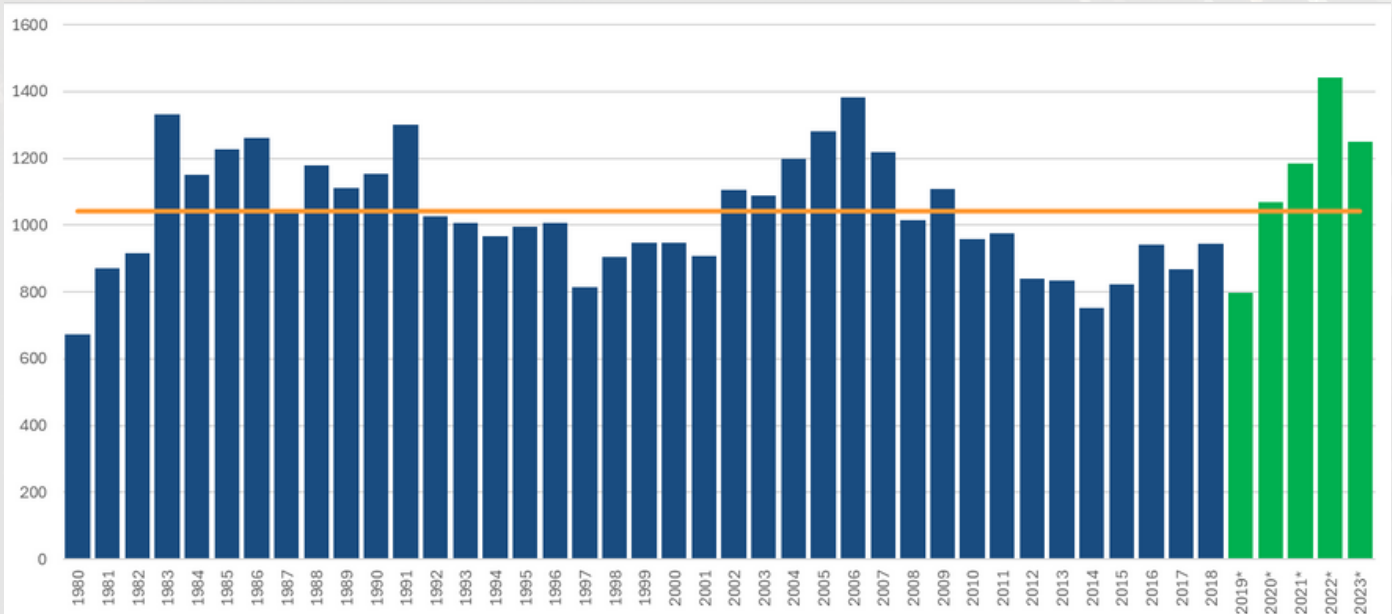
# Appendix: Statistics

## 2022 - 2023 Crime Rate



Historic UCR data shows crime rates are a cycle that includes a 7-9 year gradual increase followed by similar 7-9 year gradual decrease. Please see below for UCR offense totals over the history of our town.

### Addison's Total UCR Part 1 Offenses:



# Addison Police Department 2023 Annual Report

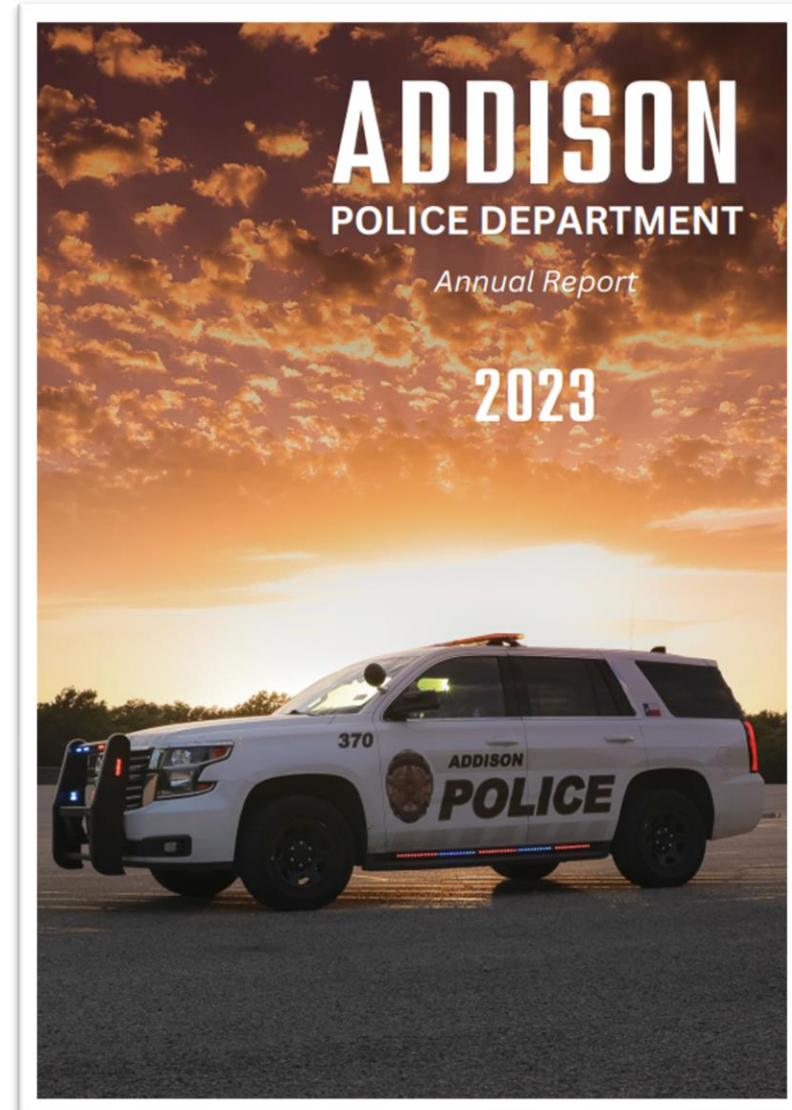
March 26, 2024  
City Council Meeting

The logo for the Addison Police Department, featuring the word "ADDISON" in blue, uppercase, sans-serif font centered within a white circle. The circle is set against a blue background that is part of a larger graphic design on the right side of the slide, which includes a white diagonal line and a grey triangular corner.

# 2023 Year in Review

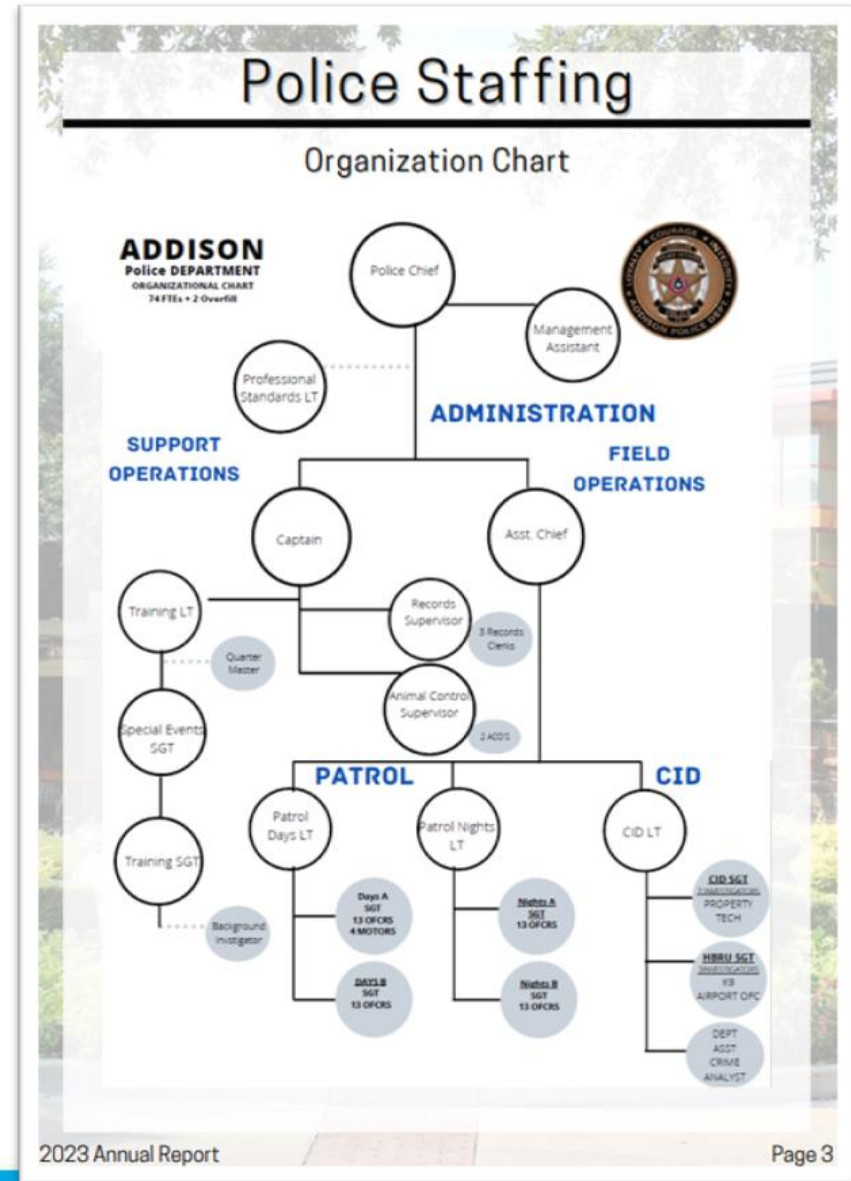
ADDISON

- Annual Report summarizes the Department's accomplishments and statistics over the last year, including:
  - Staffing
  - Statistical Review of Crimes and Other Offenses
  - Special Projects and Accomplishments
- Presentation will highlight a few items
- Full report is available online at [addisontexas.net/police/crime-statistics](https://addisontexas.net/police/crime-statistics)



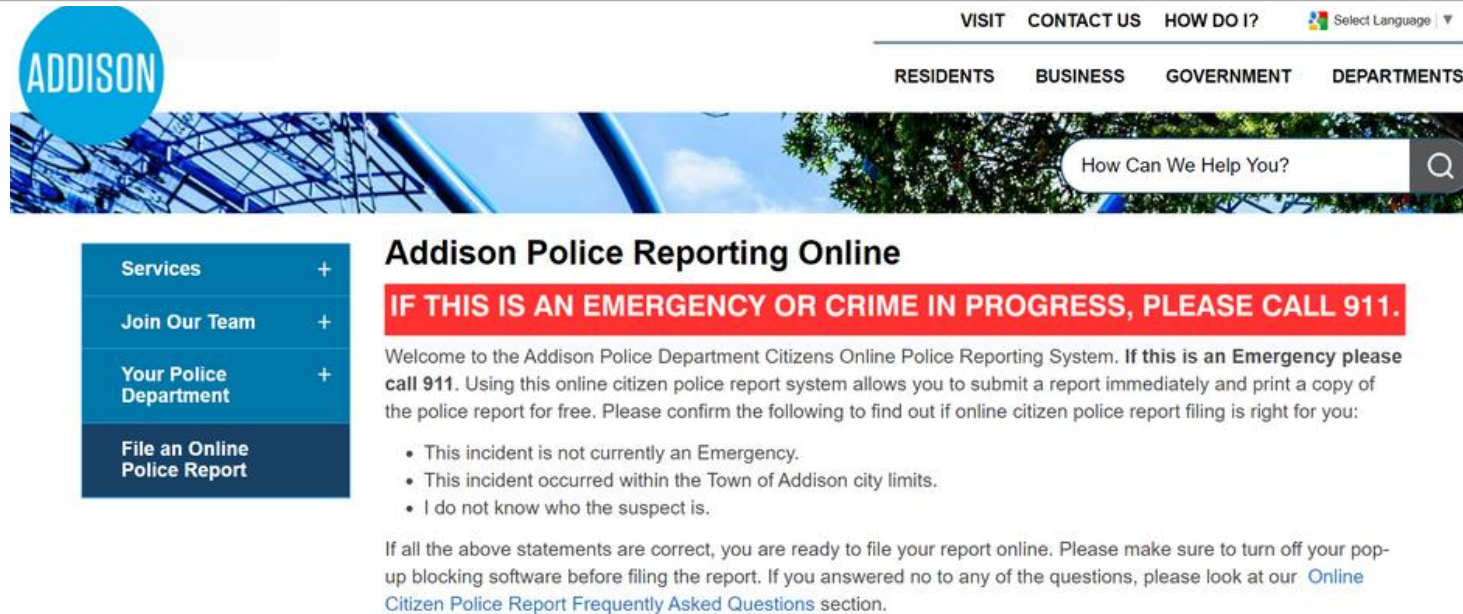
# Department Overview

- Operations Division
  - Led by Assistant Chief
  - Contains Patrol and Criminal Investigations
- Support Division
  - Led by Captain
  - Hiring/Recruiting, Training, Records, Animal Control, and Fleet/Equipment
- Office of the Chief
  - Professional Standards, Budget (Management Assistant)



# 2023 Accomplishments

ADDISON



**Services** +

**Join Our Team** +

**Your Police Department** +

**File an Online Police Report**

## Addison Police Reporting Online

**IF THIS IS AN EMERGENCY OR CRIME IN PROGRESS, PLEASE CALL 911.**

Welcome to the Addison Police Department Citizens Online Police Reporting System. **If this is an Emergency please call 911.** Using this online citizen police report system allows you to submit a report immediately and print a copy of the police report for free. Please confirm the following to find out if online citizen police report filing is right for you:

- This incident is not currently an Emergency.
- This incident occurred within the Town of Addison city limits.
- I do not know who the suspect is.

If all the above statements are correct, you are ready to file your report online. Please make sure to turn off your pop-up blocking software before filing the report. If you answered no to any of the questions, please look at our [Online Citizen Police Report Frequently Asked Questions](#) section.

- Launched **Addison Police Reporting Online (APRO)** to provide a way for the public to self-report theft, fraud, and similar property crime ([www.addisontexas.net/APRO](http://www.addisontexas.net/APRO))
- Continued **training curriculum** so that Addison Police Officers met or exceeded all national and state training requirements. Continued **regional partnerships and training** with Metrocrest Quad Cities and NorTex SWAT.

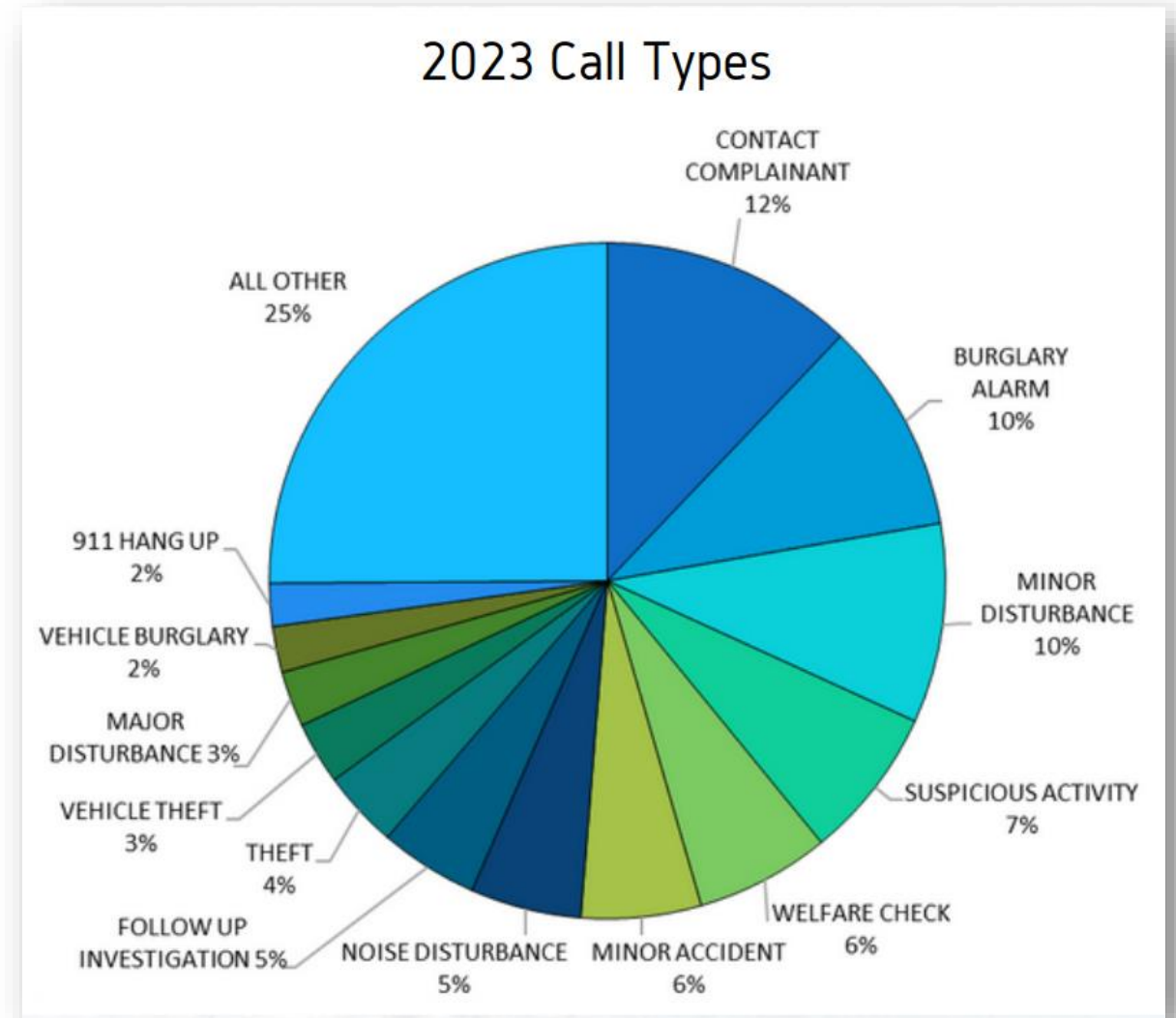
# 2023 Accomplishments

- Developed a **response to an increase in vehicle thefts** including additional vehicle theft detective, investigative software, jointed several multi-agency investigations, and increased patrols in affected areas.
- Received funding (FY24 Decision Package, fully supported and funded by Council & CMO) and began coordination for the **first annual mental health wellness check-ins** for every single PD employee (launched with F1RST in Feb. 2024)
- Continued to work with Metrocrest Services and other partners to **address homelessness** and community mental health issues. Hosted a citizen's education seminar on homelessness in November 2023.



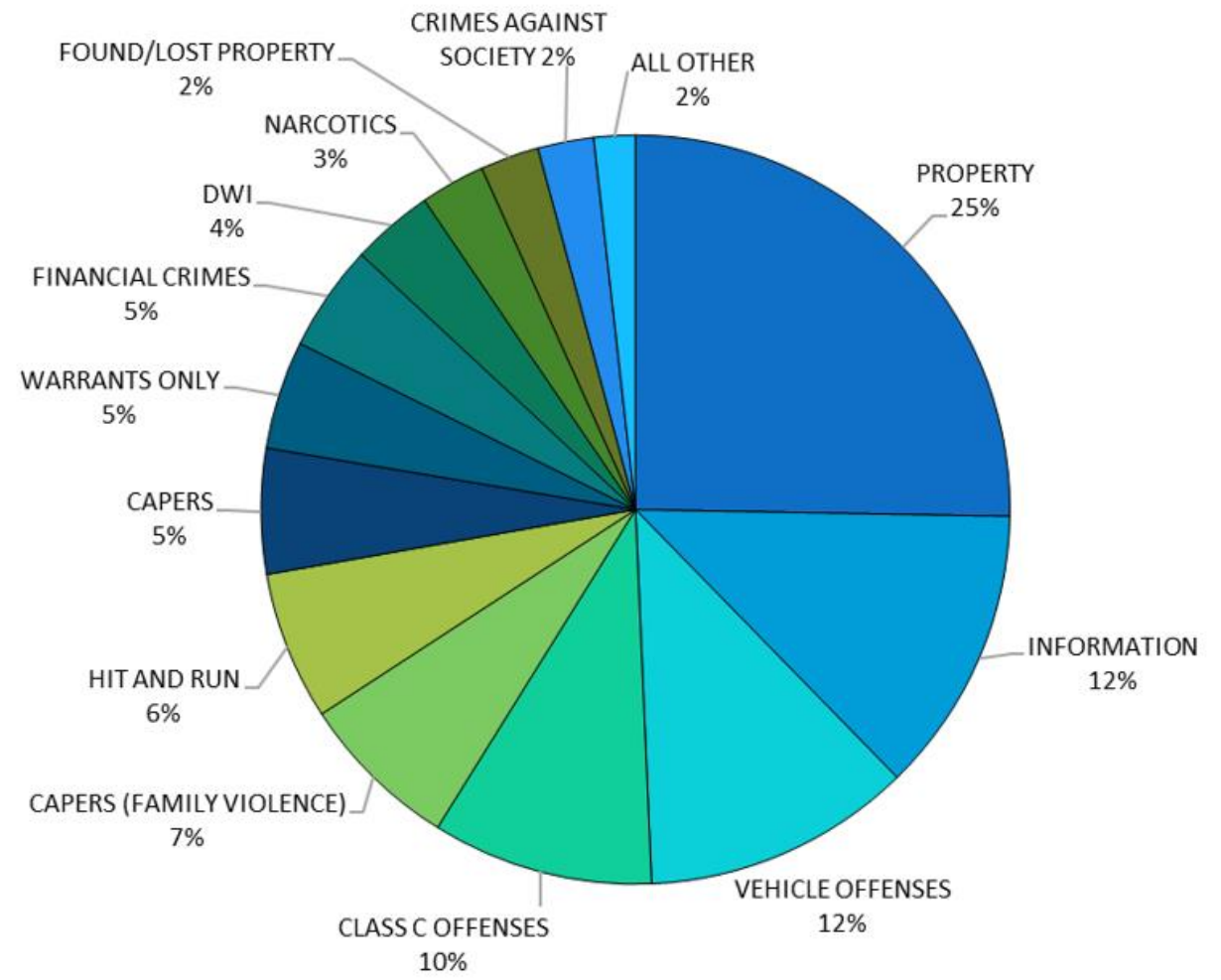
# 2023 Data: Patrol Activity

- Calls Answered: 16,699
  - 2.2% decrease from 2022 (17,081)
- Top Calls for Service
  - Contact Complainant (12%)
  - Burglar Alarm (10%)
  - Minor Disturbance (10%)
- Arrests: 1,026 (-8%)
- Traffic Stops: 9,636 (+12%)
- Reports Written: 5,055 (-3%)



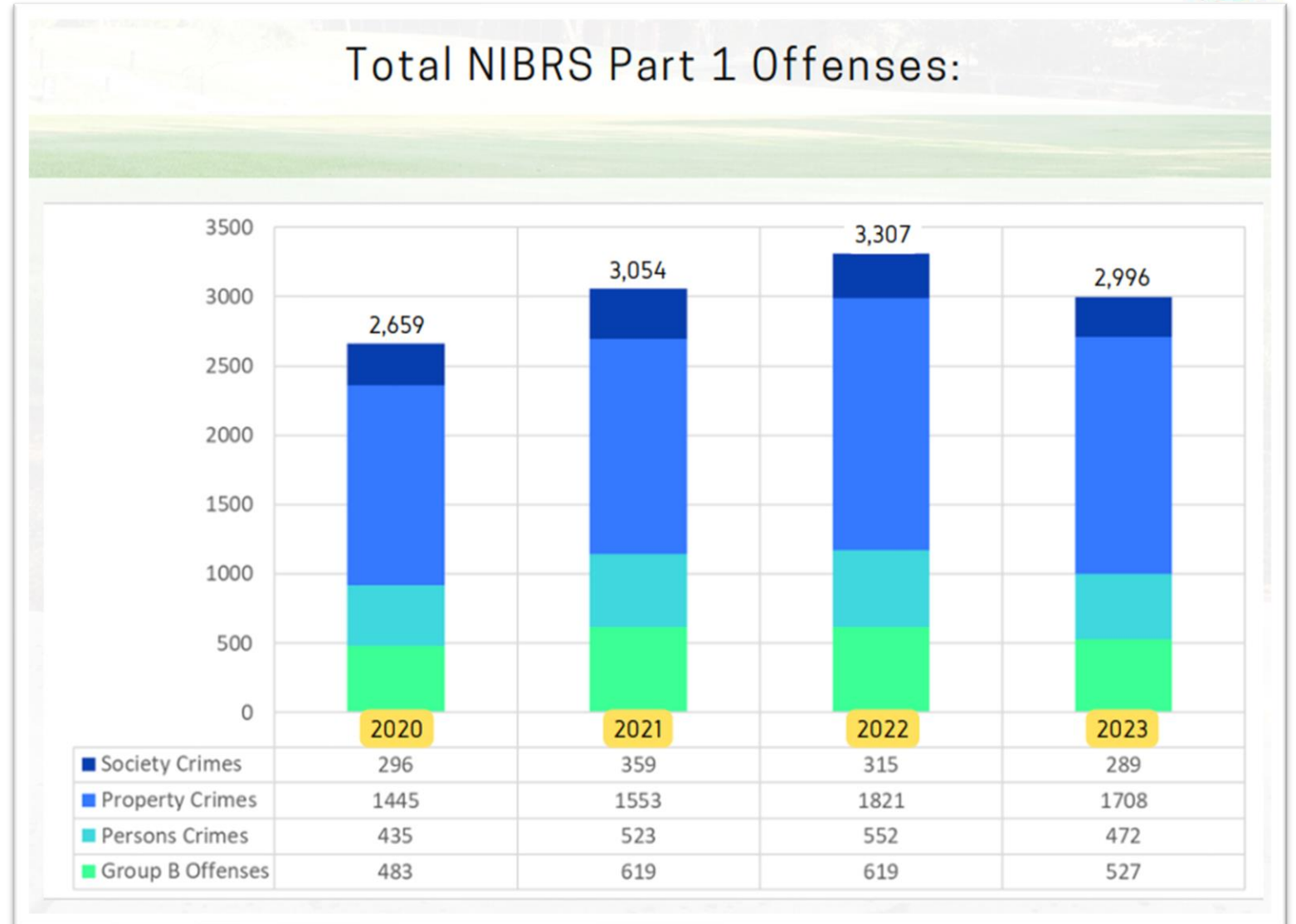
# 2023 Data: Criminal Investigations

- Cases Assigned: 4,145
  - 16.6% decrease from 2022 (4,969)
  - 2,098 Cases Cleared
  - 2,047 Cases Suspended
- Detective Caseload
  - A detective is assigned an average of 10 cases/week
  - Work to find, link, and distribute intelligence
  - Sharing intel with other police agencies helped to solve many cases, especially vehicle burglaries and thefts in 2023
  - Vehicles recovered: 91



# 2023 Data: Annual Part I Crime

- National Incident Based Reporting System (NIBRS) standard for crime statistic reporting (FBI mandate)
  - Crimes Against Society
  - Crimes Against Property
  - Crimes Against Persons



# 2022 vs. 2023 Crime Data

- In 2023, there were fewer Crimes Against Persons offenses reported.
  - Assaults category
  - 3 murder suspects were arrested and await trial

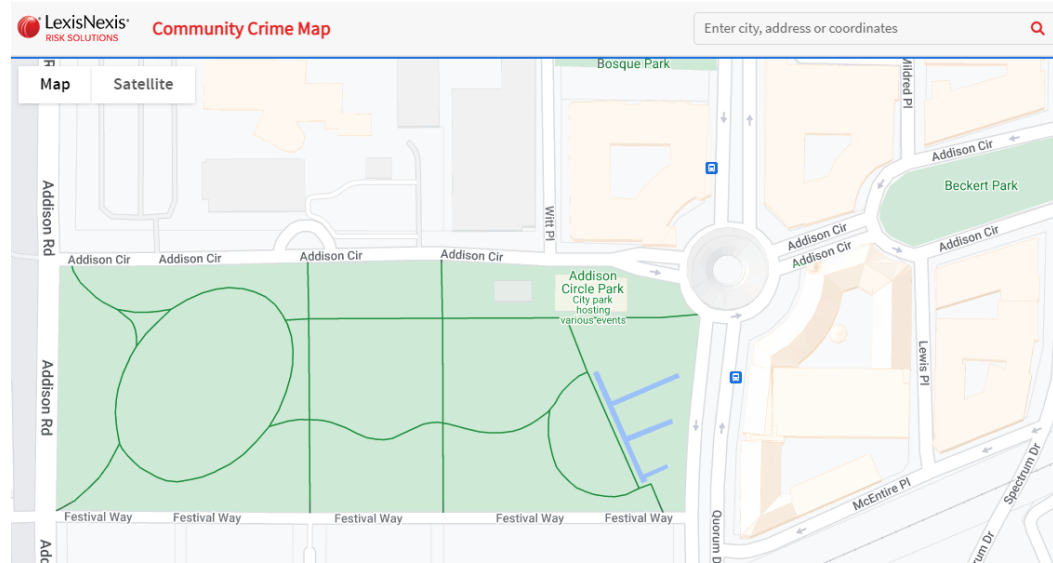
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	Robbery	15	19	26.7%
	Assault	504	419	-16.9%
	Trafficking	0	1	
	<b>TOTAL</b>		<b>552</b>	<b>472</b>

- In 2023, simple thefts, thefts of services, and burglaries decreased.
  - 70% increase in vehicle thefts

	<b>NIBRS Group</b>	<b>2022</b>	<b>2023</b>	<b>% CHANGE</b>	
Crimes Against Property	Arson	2	1	-50.0%	
	Burglary	109	78	-28.4%	
	Vehicle Theft	256	436	70.3%	
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	Coercion	0	0		
	<b>TOTAL</b>		<b>1821</b>	<b>1708</b>	<b>-6.2%</b>

# Community Crime Map Update

ADDISON



- In Spring 2023, our data connection with LexisNexis Community Crime Map failed to populate our crime data. For several months, staff from Addison, Mark43, and LexisNexis were aggressively working to resolve this issue without success.
- Actively pursuing an alternative platform to provide crime data in a public-facing portal.
- This project is a top priority for the Spring; hope to have something ready in the coming months.

# Community Events & Meetings

ADDISON

- In 2023, the Addison Police Department hosted several community meetings focused on:
  - Catalytic converter theft
  - Mail theft and identity theft
  - Civilian response to active shooter
  - Domestic/wildlife animal safety
- Our team also participated in:
  - National RX Drug Take Back Day
  - Trunk-Or-Treat
  - **National Night Out (First One!)**
  - Touch-A-Truck
  - Easter Egg-Stravaganza
- Increased visibility in neighborhoods



- Complete executive search and **hire next Police Chief.**
- **Recruit, retain, and train** quality employees and officers.
  - Recruiting efforts; remaining competitive (**new pay scale impact**)
  - Promotional support practices for new leaders
  - Mental health wellness resources
  - Training curriculum and opportunities; implement LEFTA system to assist with tracking training and certifications
- **Complete Public Safety Staffing Assessment** with Matrix Consulting to analyze and plan for current and future staffing and deployment needs.
- Continue our work with Town Staff to **address Police facility needs** and long-term building solutions.

- Continue to **enhance coordination with outside partners to address homelessness** and offer connection to outreach and services to individuals.
- **Complete Police Policy review and implementation** of updated manual using Lexipol software system.
- **Complete build out and deployment** of new patrol fleet.
- **Implement software** to provide public-facing dashboard for crime data (replacement of defunct Community Crime Maps).



**City Council (FY24)**

**6. c.**

**Meeting Date:** 03/26/2024

**Department:** Communications & Marketing

**Pillars:** Optimize the Addison Brand

**Milestones:** Continue to enhance and promote Addison's Identity

---

**AGENDA CAPTION:**

Provide an overview of the history of public art in Addison, discuss ways public art is currently included in the Town's marketing efforts, and brainstorm additional marketing channels.

**BACKGROUND:**

At its February 13 meeting, the City Council requested an opportunity to discuss ways to promote the abundance of public art in Addison.

**RECOMMENDATION:**

Staff requests feedback from Council regarding public art marketing in Addison.

---

**Attachments**

Presentation - Public Art

---

# Public Art Marketing

March 26, 2024

The logo for ADDISON is a white circle containing the word "ADDISON" in blue, uppercase, sans-serif font. The circle is set against a blue background that is part of a larger graphic design on the right side of the slide, which includes a white diagonal line and a grey triangle.

# History of Public Art in Addison



- Addison's first Town-led public art installation is Blueprints, which was installed on April 13, 2000.
- It was designed by artist Mel Chin and landscape architect Michael Van Valkenburgh.
- It is prominently located in the Addison Circle District at the center of a roundabout at the intersection of Quorum Road and Addison Circle.
- The total cost of the sculpture was \$2.1 Million.
- It was designed to resemble the branching pattern of a grove of oak trees. The panels supported by the branches are created from actual blueprints from Addison's municipal buildings, parks, bridges and water facilities.

# History of Public Art in Addison



- The Addison Arbor Foundation (AAF) has facilitated the installation of 22 additional public art installations in conjunction with the Town since 2012.
- Early installations were "rescued" pieces acquired and restored by AAF. These works include:

*Light and Energy* by Chris Byars (pictured)

*Loop the Loop* by Kati Casida

*Folder Square Alphabet D* by Fletcher Benton

*Marfa* by Mac Whitney

*Aikido* by David B Hickman

# History of Public Art in Addison

ADDISON



1.) *Folder Square Alphabet D* by Fletcher Benton

2.) *Aikido* by David B Hickman

3.) *Loop the Loop* by Kati Casida

2.) *Marfa* by Mac Whitney



# History of Public Art in Addison



- The Town of Addison has a Public Art Policy that defines:
  - Public Art Purpose and Goals
  - General Guidelines for Accepting Donated Works of Art
  - General Guidelines for Purchasing Works of Art
  - Process for Selecting and Locating Art
  - Installation and Maintenance Guidelines
  - De-Accession and Storage Guidelines
- Through this policy, AAF recommends commissions and purchases of public art to be located on Town property or within public access easements.

*Lost in Wisconsin* by Nic Noblique (pictured)

# History of Public Art in Addison



1.)



2.)



3.)

A Public Art Collection should represent diverse artistic styles, use of materials and subject matters. Pictured are examples of Figurative Installations

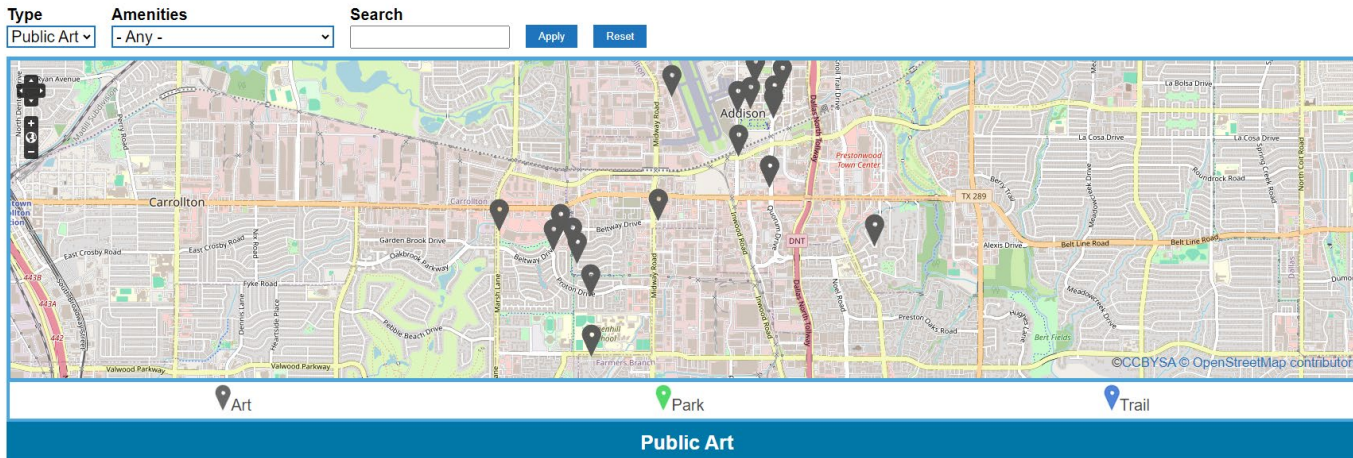
1.) *Meditation Bear* by Joshua Tobey

2.) *Let's Play* by Eliseo Garcia

3.) *Jack of All Trades* by Jim Eppler

# Marketing Public Art – Maps & Apps

Addison's Public Art Collection is showcased on the Town's web page and on the Otocast App.



## A Profound Secret



Art

15301 Addison Road  
Addison, TX 75001



Otocast 4+

Otocast, LLC

Designed for iPad

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# Marketing Public Art - Owned Media

ADDISON

## Visit Addison's New Year's Resolutions

### 3. Lean into Your Artsy Side



Did you know that Addison has more art per capita than any city in the U.S.? See them all (or just a few) on a self-guided public art tour through Addison, complete with notes from the artists on the Otocast app on [Apple](#) or [Android](#).

## Addison, the Public Art Capital of Texas



The Town of Addison is not only the home to over 200 restaurants, 22 hotels and nearly 17,000 residents, it is home to an abundance of public art. You can't visit Addison without noticing the public art peppered throughout the community and much of the credit for this incredible collection goes to the [Addison Arbor Foundation](#) (AAF). The group's mission is to impact the community with trees, landscapes and art. Their efforts have definitely enhanced our community.

Addison really made a splash in the public art arena in 2000 with the unveiling of a sculpture that has become a civic symbol: the [Blueprints at Addison Circle](#). This iconic, four-story tall, sharpie blue metal sculpture was created by artists Michael Van Valkenberg and Mel Chin and, at 140 feet wide, literally cantilevers over a traffic circle. Designed to represent unfurling blueprints, the artists incorporated actual blueprints from many of the Town's buildings and parks from the sun dial at Celestial to the original plat of Addison, to the spa at Addison Athletic Club. The piece represents the Town of Addison in every aspect. *Blueprints at Addison Circle* is by far the most photographed sculpture in Town.

### IMPORTANT INFORMATION

**Important websites:**  
Town of Addison: [www.AddisonTexas.net](http://www.AddisonTexas.net)  
Restaurants, Events and More: [www.VisitAddison.com](http://www.VisitAddison.com)  
Bulk Trash Collection: [www.AddisonTexas.net/bulktrash](http://www.AddisonTexas.net/bulktrash)  
Register for Emergency Alerts: [www.AddisonAlert.com](http://www.AddisonAlert.com)  
Construction Updates: [www.AddisonTexas.net/projects](http://www.AddisonTexas.net/projects)

**Important Telephone Numbers:**  
Addison Town Hall: 972-450-7000  
Non-Emergency Dispatch: 972-450-7156 (or \*247 from a mobile phone)  
Addison Athletic Club: 972-450-7048  
Utility Billing Questions: 972-450-7081

**Important Apps:**  
Addison FixIT: Report a pothole, broken light, or lost dog.  
OtoCast: Learn more about Addison's Public Art and create your own tour.

**Important Dates:**  
Council Meetings: 2nd and 4th Tuesday of each month  
Trash/Recycling Collection: Monday (trash and recycling) and Thursday (trash only)  
Taste Addison: www.TasteAddisonTexas.com Weekend after Memorial Day  
Addison Kaboom Town! www.AddisonKaboomTown.com July 3rd  
Addison Oktoberfest www.AddisonOktoberfest.com Third weekend in September

# Marketing Public Art - Earned Media



The Dallas Morning News

## Addison is a small town big on public art

It may only be 4.4 square miles in size, but it's home to 20 dynamic sculptures.



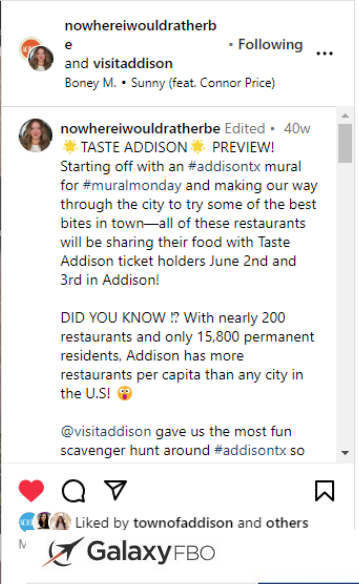
Addison's newest piece is "Golden Hour" by artist Russ Connell, located at the base of the Surveyor Water Tower.

By [Steven Lindsey](#)  
2:26 PM on Aug 9, 2022



FOOD & DRINK | NIGHTLIFE | STYLE | SHOPS | ATTRACTIONS  
**ADDISON**

FOOD & DRINK SHOP MEDICAL LIVING IMAGE BUSINESS ART



ABOUT LOCATIONS HANGARS / LEASING CAREERS CONTACT



## THE NEWEST PUBLIC ART IN ADDISON

June 6, 2023 by Bryce Taylor



The Addison Arbor Foundation (AAF) completed its 20th public art installation earlier this year. Originally installed at a courtyard in the Addison Circle District, AAF restored and relocated local Dallas artist [David B. Hickman](#)'s kinetic artwork. The sculpture was 'reinstalled' by John Galletta of 2G Art Services with the assistance of the Town of Addison Parks Department. The 9' by 6' by 6' kinetic wind-activated sculpture cast in bronze, glass and steel materials with two pieces representing Aikido martial arts.

# Marketing Public Art - Paid Media

ADDISON



Explore public art in small-town Texas.

## 6 Ways to Absorb Addison, Texas' Arts and Culture

SPONSORED BY



Addison, Texas found acclaim in 1975 when residents pushed for alcohol to be served in public areas, when many nearby towns were dry. With an almost immediate surge in visitors, about five years later the Town launched an aggressive beautification program. Fast forward to present day, and every corner of this small town has a unique theme or landscape, and the city is teeming with public artworks.

Conveniently, visitors can download the [Otocast app](#), which offers guided audio and a full map of all the public artwork found throughout the town. The guided tours come complete with photos, descriptions, and audio of the artists discussing their work. Below is a list of places from which to start your journey.

BY HODA EMAM



A historic machine, repurposed for a modern-day artwork. COURTESY OF VISIT ADDISON

### COTTON COMPOSITE 1. A Profound Secret

A Profound Secret celebrates the original town's cotton gin facility which was built in 1902. The installation uses salvaged pieces from the original gin, developed by Eli Whitney, that once stood 150 yards south of the current location. The artwork's name reflects the agreement between Whitney and his father to keep the cotton gin "a profound secret" until a patent was secured for the device. Nic Noblique, the artist behind this sculpture, added a nearby bench to complement the piece and add a place to sit in the shade or watch planes take off from the nearby airport.

15301 Addison Rd, Addison, TX 75001  
[VIEW WEBSITE](#) [OPEN IN GOOGLE MAPS](#)

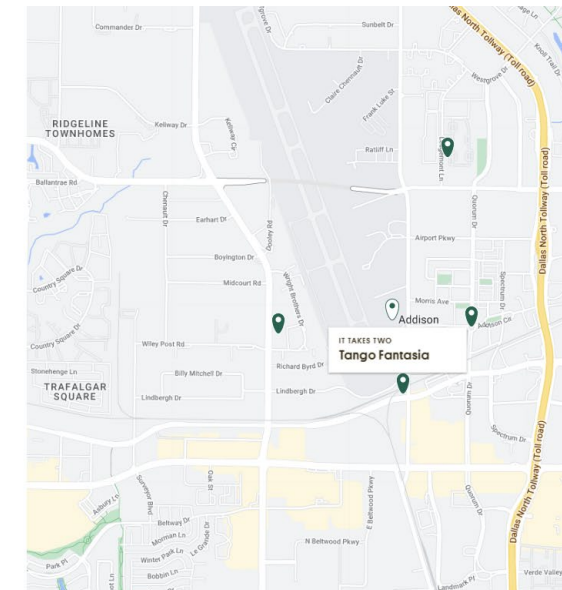
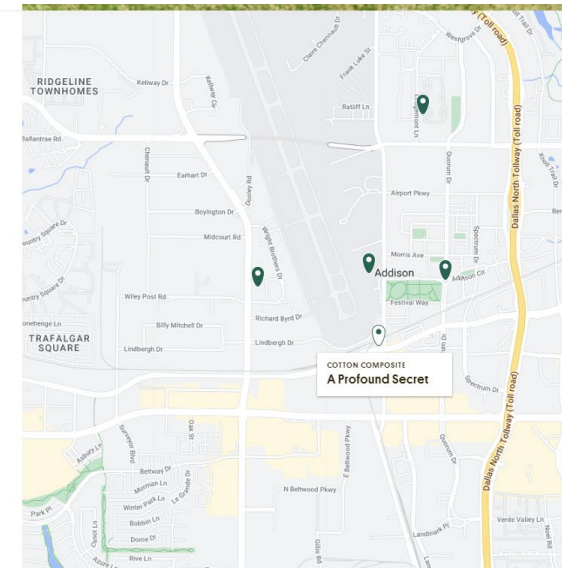


Bright lights, small city. COURTESY OF VISIT ADDISON

### IT TAKES TWO 3. Tango Fantasia

Addison is the stage for many live performances and festivals throughout the year. Whether it's for Taste Addison or Oktoberfest, crowds come out ready to dance the night away and the Tango Fantasia sculpture highlights exactly that. Dallas artist Art Fairchild's inspiration was two dancing figures, and the work is made up of two 15-foot-tall stainless-steel geometric columns, with a beautiful swirl pattern on the exterior surfaces. The two interior surfaces have a mirror panel helping visitors understand Fairchild's primary objective of unity and cooperation.

15650 Addison Rd, Addison, TX 75001  
[VIEW WEBSITE](#) [OPEN IN GOOGLE MAPS](#)



# Marketing Public Art - Paid Media

ADDISON



ADDISON

WHERE  
**ART HAPPENS**

15+ STAND-OUT SCULPTURES, 113 ACRES OF GREEN SPACE, INSPIRING MUSEUMS, ALL WITHIN 4.4 SQUARE MILES

AT THE CENTER OF IT ALL



Addison Circle Park  
Addison, Texas



Kaboomtown  
July 3

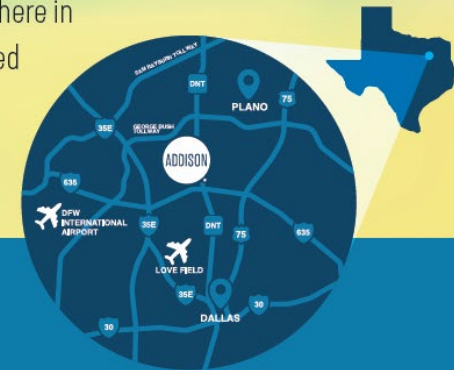


Taste Addison  
May 31 - June 2

## Picture Yourself in **ADDISON**

The buzz of the Dallas-Fort Worth Metroplex can be found in just 4.4 square miles. When you visit Addison, you are at the center of fine dining, monumental events, live theatre, public art, and more. From date night to happy hour, our 200+ restaurants are just a five-minute drive from anywhere in town, including our 20+ hotels. Conveniently located in the center of the DFW metroplex, you're only moments from all the excitement.

*Addison, at the center of it all!*

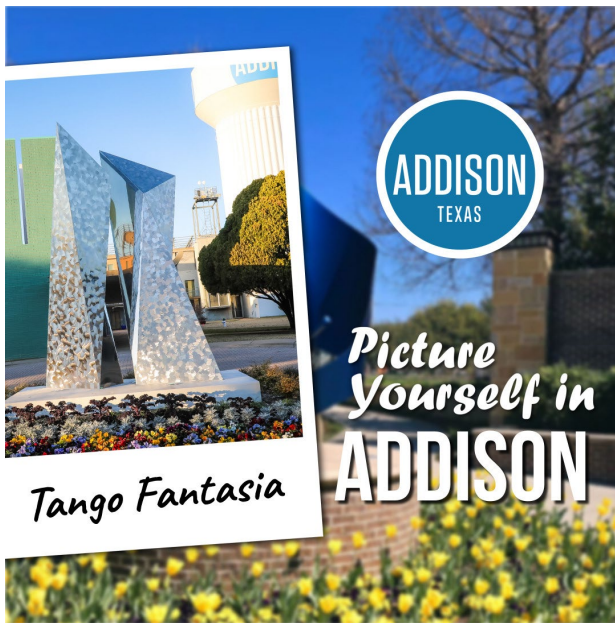


[VISITADDISON.COM](http://VISITADDISON.COM)

# Upcoming Projects

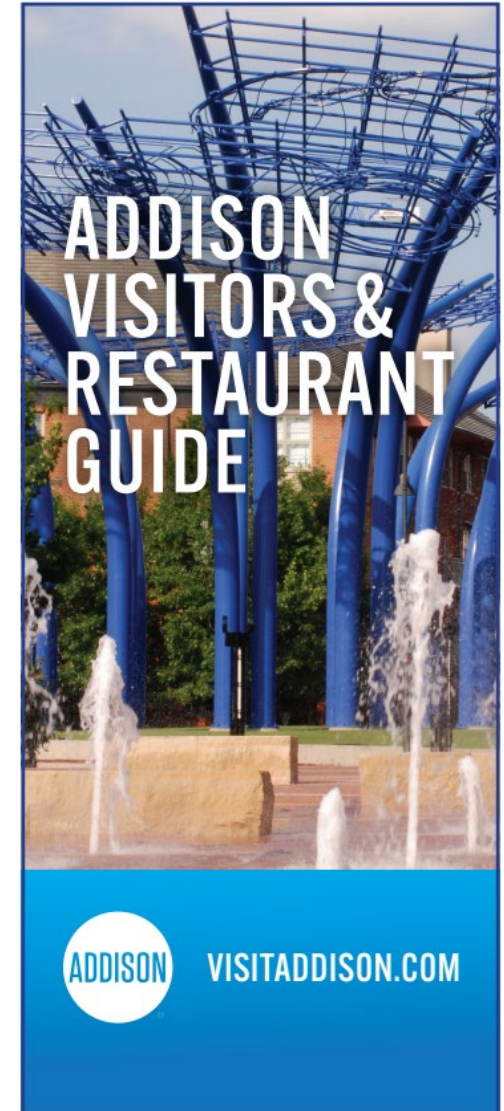
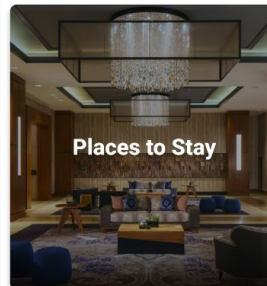
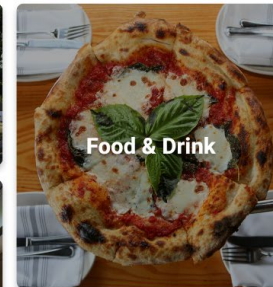
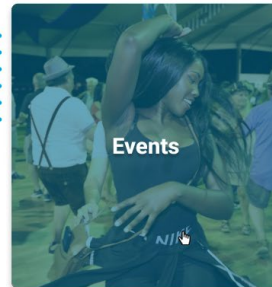
ADDISON

- Add Public Art to the Visitor's Guide map + QR code to Otocast App.
- Add Public Art Page to new Visit Addison Website with links from the Town's website.
- Parks, Trails, and Art Map that can be shared with hotels, residents and businesses.
- QR Codes for the OtoCast App at each public art location.
- Explore partnership with companies that put together food (and art) tours.
- Create Visit Addison itineraries for the website that feature food and art walks.
- Increased Public Relations efforts to garner earned media.
- Additional public art-related advertising.



## THINGS TO DO IN ADDISON

SEE ALL THINGS TO DO >



# Questions

**City Council (FY24)**

**2. a.**

**Meeting Date:** 03/26/2024

**Department:** City Manager

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**AGENDA CAPTION:**

City Manager's Announcements

**BACKGROUND:**

The City Manager will make announcements of interest to the Town.

**RECOMMENDATION:**

Information only.

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**City Council (FY24)**

**2. b.**

**Meeting Date:** 03/26/2024

**Department:** City Manager

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**AGENDA CAPTION:**

Employee Recognition

**BACKGROUND:**

The City Manager will recognize an employee for his/her service to the Town.

**RECOMMENDATION:**

Information only.

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**City Council (FY24)**

**4. a.**

**Meeting Date:** 03/26/2024

**Department:** City Manager

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**AGENDA CAPTION:**

Consider action on the Minutes from the February 27, 2024 City Council Meeting.

**BACKGROUND:**

The minutes for the February 27, 2024 City Council Meeting have been prepared for consideration.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Minutes - February 27, 2024 Meeting

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# **DRAFT**

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

**February 27, 2024**

**Addison Conference Centre  
15650 Addison Road, Addison, TX 75001  
5:30 PM Work Session -Acacia Room  
7:30 PM Regular Meeting – Buckthorn & Sycamore Rooms**

**Present:** Mayor Bruce Arfsten; Mayor Pro-Tempore Eileen Resnik; Deputy Mayor Pro-Tempore Guillermo Quintanilla; Council Member Nancy Craig; Council Member Darren Gardner; Council Member Dan Liscio; Council Member Marlin Willesen

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### **WORK SESSION**

The Addison City Council will convene the Work Session in the Acacia Room at 5:30PM

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**1. Call Meeting to Order and Announce that a Quorum is Present.**

Mayor Arfsten called the meeting to order in the Acacia Room at 5:33 PM.

- 2. Citizen Comments on the Consent Agenda Items.** *This item allows citizens to speak on any item listed on the Consent Agenda prior to its consideration. 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 beginning of this item.*

No citizens requested to address the City Council on an item included on the Consent Agenda.

**3. Council Member Clarification Requests Regarding Consent Agenda Items.**

**4. Council Questions and Answers**

**5. Work Session Reports**

**a. Present and discuss the Town Strategic Plan**

*[Chief of Staff, Sarah Kuechler]*

Chief of Staff Sarah Kuechler presented an update on the Town Strategic Plan. Since 2016, Addison's City Council has met annually to discuss strategic questions and identify key priorities for the Town. The last annual plan (FY 2024 Vision Statement, Strategic Pillars, and

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Milestones) was adopted by Council through Resolution on April 25, 2023. The plan is used to assist with the annual budget development and propose the allocation of resources with Council identified priorities, to guide staff and the organization's efforts, and to measure progress towards defined goals.

On Thursday, February 8 and Friday, February 9, 2024, City Council met in a Special Meeting to discuss and develop an updated plan with the assistance of an outside facilitator (Nick Kittle with Sustainovation) and input from Town staff.

A new format for the strategic plan was introduced:

- *Key Focus Areas*: Key areas around which we build and focus our efforts and resources
- *Strategic Objectives*: Top ways that we succeed in our Key Focus Areas (~3-7 per Key Focus Area).
- *Initiatives*: Specific means by which we accomplish our Strategic Objectives.

Through the discussion, Council developed proposed Key Focus Areas and Strategic Objectives as shown in the attached presentation.

A Consent Agenda item for approval is planned to be placed on the City Council agenda for March 5, 2024.

b. **Present and discuss the FY2023 Audit and Annual Comprehensive Financial Report (ACFR)**

*[Chief Financial Officer, Steven Glickman / FORVIS Lead Audit Engagement Executive, Rachel Ornsby]*

Chief Financial Officer (CFO) Steven Glickman and FORVIS Lead Audit Engagement Executive, Rachel Ornsby provided an update on the FY2023 Audit and Annual Comprehensive Financial Report (ACFR). CFO Steven Glickman provided a brief introduction to the financial statements and audit process and introduced the Town's auditors, FORVIS. Ms. Ornsby presented the audit report and opinion on the Town's financial statements and provided an overview of the Town's ACFR for FY2023. Ms. Ornsby was available to answer questions regarding the audit and the financial statements.

c. **Present and discuss the Town of Addison FY2024 First Quarter Financial Report**

*[Chief Financial Officer, Steven Glickman]*

Chief Financial Officer (CFO) Steven Glickman provided an update on the Town of Addison FY2024 First Quarter Financial Report. The Town of Addison's financial policies require the publication of a financial report 60 days subsequent to the end of the fiscal quarter. This report covered the financial performance through the first quarter for FY2024 (October 1, 2023 - December 31, 2023). Enclosed in the report is an executive dashboard that provides a high-level look at some of the key financial indicators along with more detailed exhibits that demonstrate the current financial positions of the various funds. The report included information for the following funds: General, Hotel, Economic Development, Airport, Utility, and Stormwater funds. Key highlights for the first quarter included:

General Fund revenue totaled \$11.8 million, which is 24.6 percent of the fiscal year budget. General Fund expenditures totaled \$12.2 million, which is 25.4 percent of the fiscal year budget. Sales tax collections totaled \$4.2 million, which is 27.5 percent of the fiscal year budget. The Hotel Fund had revenue of \$1.5 million, an increase of \$52 thousand from this time a year ago. Hotel Fund expenditures totaled \$955 thousand. Performing Arts expenditures are at 60.1 percent due to the payment of the WaterTower Theatre grant. Special Events revenues totaled 16.7 percent and expenses totaled 1.4 percent of the fiscal year budget due to the timing of events. Airport Fund operating revenue totaled \$1.9 million or 26.0 percent and operating expenditures totaled \$1.1 million or 17.7 percent of the fiscal year budget. Utility Fund operating revenue totaled \$4.2 million or 25.9 percent and expenditures totaled \$3.0 million or 18.3 percent of the fiscal year budget. Stormwater Fund revenue and expenditures are in line with historical averages.

The Quarterly Investment Report for Quarter 1 of FY2024 was also provided for information purposes. This report was prepared in accordance with state law and the Town's Financial Policies.

Mayor Arfsten closed the Work Session at 6:28pm.

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## COUNCIL MEETING

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Mayor Arfsten convened the City Council Meeting at 7:30 PM in the Addison Conference Centre Council Chambers - Buckthorn/Sycamore Rooms.

1. **Pledge of Allegiance.** United States and Texas Flags

Mayor Arfsten led the Pledge of Allegiance to the United States and Texas Flags.

2. **Proclamations / Presentations**

a. **City Manager's Announcements.**

b. **Employee Recognition.**

- General Services: Director Bill Hawley introduced Assistant Director of General Services – Brad Boganwright

3. **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.

No citizens requested to address the City Council.

4. **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.*
  - a. **Consider action on the Minutes from the February 8, 2024 City Council Strategic Planning Retreat.**
  - b. **Consider action on the Minutes from the February 9, 2024 City Council Strategic Planning Retreat.**
  - c. **Consider action on the Minutes from the February 13, 2024 City Council Meeting.**
  - d. **Resolution No. R24-017: Consider action to approve a Resolution authorizing the City Manager to file an application for financial assistance with the State Infrastructure Bank in an amount up to \$44,600,000.**
  - e. **Consider action on the acceptance of the FY 2023 Annual Comprehensive Financial Report (ACFR)**
  - f. **Resolution No. R24-018: Consider action on a Resolution approving an agreement with Fritz Olsen Sculptures to fabricate “Heroes Among Us” sculpture for an amount not to exceed \$150,000 and authorizing the City Manager to execute the agreement and provide an effective date.**
  - g. **Resolution No. R24-019: Consider action on a Resolution approving an encroachment agreement with Explorer Pipeline Company for the construction of a portion of the Cotton Belt Trail authorizing the City Manager to execute the agreement and provide for an effective date.**
  - h. **Resolution No. R24-020: Consider a Resolution authorizing the City Manager to execute easement and property acquisition documents necessary for Dallas Rapid Area Transit (DART) to construct Phase 2 of the Cotton Belt Trail in Addison with limits east of Surveyor Blvd. to the Dallas North Tollway for public use in conjunction with the construction of Phase 2 of the Cotton Belt Trail; execute such necessary instruments on behalf of the Town; and providing the effective date.**

Council Member Willesen pulled item §4 - CONSENT AGENDA (d) to be discussed separately.

**MOTION:** Mayor Pro-Tempore Resnik moved to approve §4 - CONSENT AGENDA (a-c) and (e-h) as presented. Deputy Mayor Pro-Tempore Quintanilla seconded the motion. Motion carried unanimously.

**MOTION:** Council Member Willesen moved to approve §4 - CONSENT AGENDA (d) as presented. Council Member Gardner seconded the motion. Motion carried unanimously.

5. **Items for Individual Consideration**

- a. Resolution No. R24-021: Present, discuss and consider action on a Resolution approving an agreement with OJB Landscape Architecture for the Addison Circle Park Vision Plan in an amount not to exceed \$188,000 and providing an effective date.  
[Parks & Recreation Director Janna Tidwell]

**MOTION:** Council Member Gardner moved to approve Resolution No. R24-021 approving an agreement with OJB Landscape for the Addison Circle Park Vision Plan. Council Member Willesen seconded the motion. Motion carried unanimously.

- b. Resolution R24-022: Present, discuss, and consider action on a Resolution accepting the resignation of Planning & Zoning Commission Place 6 and appointing a new commissioner for a term ending on December 12, 2025. [Interim City Secretary Valencia Garcia]

**MOTION:** Council Member Liscio moved to approve Resolution No. R24-022 accepting the resignation of Planning & Zoning Place 6 and appointing a new commissioner. Council Member Willesen seconded the motion. Motion carried unanimously.

6. **Items of Community Interest.** *The City Council will have this opportunity to address items of community interest, including: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition; a reminder about an upcoming event organized or sponsored by the Town of Addison; information regarding a social, ceremonial, or community event that was or will be attended by an Addison City Council member or an official; and, announcements involving an eminent threat to public health and safety in Addison that has arisen since posting this agenda.*

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**Adjourn Meeting.**

There being no further business to come before the City Council, Mayor Arfsten adjourned the meeting at 8:10 PM.

**TOWN OF ADDISON, TEXAS**

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Bruce Arfsten, Mayor

**ATTEST:**

Valencia Garcia, Interim City Secretary

**City Council (FY24)**

**4. b.**

**Meeting Date:** 03/26/2024

**Department:** City Manager

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**AGENDA CAPTION:**

Consider action on the Minutes from the February 29, 2024 Joint City Council and Planning & Zoning Commission Meeting.

**BACKGROUND:**

The minutes for the February 29, 2024 Joint City Council and Planning & Zoning Meeting have been prepared for consideration.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Minutes - February 29, 2024 Joint Meeting

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# DRAFT

## OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL AND ADDISON PLANNING & ZONING COMMISSION

February 29, 2024

Addison Conference Centre  
15650 Addison Road, Addison, TX 75001  
6:00 p.m. Special Joint Meeting

**City Council Present** - Mayor Bruce Arfsten; Deputy Mayor Pro-Tempore Guillermo Quintanilla; Council Member Nancy Craig; Council Member Darren Gardner; Council Member Dan Liscio; Council Member Marlin Willesen

**Planning & Zoning Commission Present** – Chair Denise Fansler; Vice Chair Diane Chavez; Commissioner Tom Braun; Commissioner Jimmy Barker; Commissioner Chelsea Smith

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### JOINT MEETING

The Addison City Council and Planning & Zoning Commission will convene in the Council Chambers beginning at 6:00 PM.

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1. **Call Addison City Council and Planning & Zoning Commission Joint Meeting to Order and Announce that a Quorum is Present:**
  - Mayor Bruce Arfsten - Addison City Council
  - Chair Denise Fansler – Addison Planning & Zoning Commission

Mayor Arfsten and Chair Fansler called the meeting to order and announced that each body had a quorum present at 6:00 PM.

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2. **Pledge of Allegiance.** United States and Texas Flags

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**Regular Agenda**

1. **Present and discuss the Sign and Wireless Communication Facility (WCF) and Administrative Procedures sections of the Unified Development Code.**

Clarion’s Project Manager Matt Goebel, Project Associate Gabby Hart, and Jim Dougherty reviewed and led a discussion on the Sign and Wireless Communication Facility (WCF) and Administrative Procedures sections of the Unified Development Code.

*Citizens Comments: At this time citizens will be allowed to speak on any matter other than personnel matters under litigation, for a length of time not to exceed three minutes. No action or discussion may take place on any matter until such matter has been placed on an agenda and posted in accordance with law.*

No citizens requested to speak before the Council and Commission.

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**Adjourn Meeting.**

There being no further business the meeting was adjourned by Mayor Arfsten and Chair Fansler at 8:20 PM.

**TOWN OF ADDISON, TEXAS**

\_\_\_\_\_  
Denise Fansler, Chair  
Planning & Zoning Commission

\_\_\_\_\_  
Bruce Arfsten, Mayor  
City Council

**ATTEST:**

\_\_\_\_\_  
Valencia Garcia, Interim City Secretary

**City Council (FY24)**

**4. c.**

**Meeting Date:** 03/26/2024

**Department:** City Manager

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**AGENDA CAPTION:**

Consider action on the Minutes from the March 5, 2024 City Council Meeting.

**BACKGROUND:**

The minutes for the March 5, 2024 City Council Meeting have been prepared for consideration.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Minutes - March 5, 2024 Meeting

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# DRAFT

## OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

March 5, 2024

Addison Conference Centre  
15650 Addison Road, Addison, TX 75001  
6:00 PM Work Session -Acacia Room  
7:30 PM Regular Meeting – Buckthorn & Sycamore Rooms

**Present:** Mayor Bruce Arfsten; Mayor Pro-Tempore Eileen Resnik; Deputy Mayor Pro-Tempore Guillermo Quintanilla; Council Member Nancy Craig; Council Member Dan Liscio; Council Member Marlin Willesen

**Present via Zoom:** Council Member Darren Gardner

---

### WORK SESSION

The Addison City Council will convene the Work Session in the Acacia Room at 6:00PM

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1. **Call Meeting to Order and Announce that a Quorum is Present.**

Mayor Arfsten called the meeting to order in the Acacia Room at 6:00 PM.

2. **Citizen Comments on the Consent Agenda Items.** *This item allows citizens to speak on any item listed on the Consent Agenda prior to its consideration. 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 beginning of this item.*

No citizens requested to address the City Council on an item included on the Consent Agenda.

3. **Council Member Clarification Requests Regarding Consent Agenda Items.**

a. **Council Questions and Answers**

Mayor Arfsten closed the Open Meeting to convene the City Council into Closed Meeting at 6:02 PM.

4. **Closed Meeting.** The Addison City Council will enter a Closed Meeting pursuant to Texas Government Code Sections 551-071 through 090 to discuss the following items:

a. Section 551.071 – Consultation with the City Attorney regarding items on the

agenda or for matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Code:

- Discussion of the Professional Services Agreement with Harvest MXD for the TOD Project.

5. **Open Meeting.** In accordance with Texas Government Code Chapter 551, the Addison City Council will reconvene in an Open Meeting to consider action, if any, on matters discussed in the Closed Meeting.

Mayor Arfsten convened the City Council into Open Meeting at 6:41 PM. No action was taken as a result of the Closed Meeting.

## 6. Work Session Reports

### a. **Present and discuss the format for the Town Meeting on April 17, 2024**

*[Director of Marketing & Tourism, Mary Rosenbleeth]*

Director of Marketing & Tourism Mary Rosenbleeth presented an update on the format of the Town Meeting to be held in April 2024.

Town Meetings are held twice a year in the spring and fall. This year, the spring meeting is scheduled for April 17, 2024, at 7:00 pm at the Addison Conference Centre. However, Ms. Rosenbleeth noted that the date had been changed to April 2, 2024 at 7:00pm at the Addison Conference Centre. The purpose of this item was to discuss the format and topics for the presentation.

### b. **Present and discuss updates to the City Council Rules and Procedures**

*[Interim City Secretary Valencia Garcia]*

Interim City Secretary Valencia Garcia provided an update on the City Council Rules and Procedures.

The most recent revision of the Council Rules and Procedures occurred in 2017, with reviews conducted by the Council in both February and August of that year. The approved amendments were officially adopted in September 2017. Staff has reviewed and is suggesting modifications to the following sections of the Rules and Procedures that were adopted in 2017: Meetings, Agendas, and Council Meeting Procedures.

Mayor Arfsten closed the Work Session at 7:34PM.

## COUNCIL MEETING

Mayor Arfsten convened the City Council Meeting at 7:39 PM in the Addison Conference Centre Council Chambers - Buckthorn/Sycamore Rooms.

1. **Pledge of Allegiance.** United States and Texas Flags

Mayor Arfsten led the Pledge of Allegiance to the United States and Texas Flags.

2. **Proclamations / Presentations**

a. **City Manager's Announcements.**

b. **Employee Recognition.**

- Economic Development: Director Wayne Emerson introduced Economic Development Analyst – Emilio Montalvo

3. **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.*

No citizens requested to address the City Council.

4. **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.*

- a. *Resolution No. R24-023: Consider action on a Resolution approving the Vision Statement, Key Focus Areas, and Strategic Objectives of the Addison Strategic Plan.*
- b. *Resolution No. R24-024: Consider action on a Resolution approving a Professional Services Agreement between the Town of Addison and Harvest MXD for commercial real estate brokerage services and authorizing the City Manager to execute the agreement in an amount not to exceed \$608,400.00.*

**MOTION:** Council Member Willesen moved to approve §4 - CONSENT AGENDA as presented. Council Member Craig seconded the motion. Motion carried unanimously.

5. **Items for Individual Consideration**

- a. *Ordinance No. O24-005: Present, discuss and consider action on an Ordinance*

**cancelling the May 4, 2024 General Election and declaring three unopposed candidates for City Council Member positions as elected.** *[Interim City Secretary Valencia Garcia]*

**MOTION:** Mayor Pro-Tempore Resnik moved to approve Ordinance No. O24-005 cancelling the May 2024 General Election and declaring three unopposed candidates for City Council as elected. Deputy Mayor Pro-Tempore Quintanilla seconded the motion. Motion carried unanimously.

Mayor Arfsten resumed the Work Session for the following items:

b. **Present and discuss appointment criteria for the Addison Circle Park Vision Plan Advisory Committee.**

*[Director of Parks & Recreation Janna Tidwell]*

Director of Parks & Recreation Janna Tidwell presented an update on the appointment criteria for the Addison Circle Park Vision Plan Advisory Committee.

On February 27, 2024, Council approved a professional services agreement with OJB Landscape Architecture to create a Vision Plan for Addison Circle Park.

The Vision Plan is a recommendation of the Parks, Recreation and Open Space (PROS) Master Plan, adopted by Council in 2019, which identifies the need to plan for the redevelopment of Addison Circle Park and the Conference and Theatre Centre in conjunction with the Transit Oriented Development (TOD). As public engagement is an important step in this process, this committee will help guide and inform the development of the Vision Plan.

The Vision Plan for Addison Circle Park will be developed to serve Addison residents, businesses and attract visitors to Addison. As a result, the advisory committee should include Addison residents that can represent resident's needs and desires and business community representatives that can offer technical expertise related to how the park can benefit surrounding businesses and attract visitors. Staff is recommending that each Council member appoint two advisory committee members which consist of a resident and representatives from the retail and commercial business community. Staff is soliciting direction from Council regarding this recommendation and will also present more detailed information regarding the recommended composition of the advisory committee.

c. **Present and discuss the Airport Quarterly Report for the Fiscal Year 2024 (FY 2024) First Quarter ended December 31, 2023.**

*[Addison Airport Director Joel Jenkinson]*

Addison Airport Director Joel Jenkinson presented an update on the Airport's Quarterly Report for the first quarter of Fiscal Year 2024.

The purpose of this item was to provide an overview of key airport performance measures for the first quarter of FY24, which ended on December 31, 2023. The report presents data on revenue, fuel flowage, and aircraft operations (take-offs and landings), including international operations. The report also includes updates on significant airport projects. Highlights for the quarter include:

- Continued strength in international arrivals (U.S. Customs clearances);
- Record total revenue for the first quarter of the fiscal year; and
- bidding, contract award, and notice to proceed for the Taxiway Bravo extension - phase 1 construction project.

6. **Items of Community Interest.** *The City Council will have this opportunity to address items of community interest, including: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition; a reminder about an upcoming event organized or sponsored by the Town of Addison; information regarding a social, ceremonial, or community event that was or will be attended by an Addison City Council member or an official; and, announcements involving an eminent threat to public health and safety in Addison that has arisen since posting this agenda.*

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**Adjourn Meeting.**

There being no further business to come before the City Council, Mayor Arfsten adjourned the meeting at 8:18 PM.

**TOWN OF ADDISON, TEXAS**

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Bruce Arfsten, Mayor

**ATTEST:**

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Valencia Garcia, Interim City Secretary

**City Council (FY24)**

**4. d.**

**Meeting Date:** 03/26/2024

**Department:** City Manager

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**AGENDA CAPTION:**

Consider action on a Resolution revising and approving the City Council's Rules and Procedures and providing an effective date.

**BACKGROUND:**

The current Council Rules and Procedures was last updated in 2017. Council reviewed in February 2017 and in August 2017. Council approved amendments in September 2017. Staff has reviewed and made the following proposed changes to the current City Council Rules and Procedures as adopted in 2017.

Council reviewed the proposed changes from staff at the March 5, 2024 meeting. The document has been updated to include the revisions resulting from the Council review.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Resolution - City Council Rules & Procedures

Redline Edit - City Council Rules and Procedures

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**RESOLUTION NO. R24-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON,  
TEXAS AMENDING AND APPROVING THE CITY COUNCIL'S  
PROCEDURES AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council periodically reviews the Council procedures;

**WHEREAS**, on March 5, 2024, the City Council reviewed the Council Procedures and recommended certain amendments; and

**WHEREAS**, the Council has determined that the Council Procedures should be amended and adopted.

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

**SECTION 1.** The Town of Addison Council Procedures attached hereto as **Exhibit A** are hereby approved as amended.

**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 **26<sup>th</sup>** day of **MARCH, 2024.**

By: \_\_\_\_\_  
Bruce Arfsten, Mayor

**ATTEST:**

\_\_\_\_\_  
Valencia Garcia, Interim City Secretary

## **CITY COUNCIL RULES & PROCEDURES**

### **CITY COUNCIL MEETING PROCEDURES**

#### **SECTION 1. MEETINGS**

- A. Regular Meetings will generally be held on the second and fourth Tuesday of each month. Meetings will be held at a posted location commencing at 7:00 p.m., unless otherwise posted.
- B. Special Meetings are subject to call by the Mayor, City Manager, or three members of the City Council with written notice to the City Secretary. These meetings will be held at a posted location at a stated time.
- C. Work Session Meetings are subject to call by the Mayor, City Manager, or three members of the City Council with written notice to the City Secretary. The time, place, and purpose will be stated in each instance. Ordinarily, no official Council action will be taken at a work session meeting.

#### **SECTIONS 2. AGENDAS**

The following procedures relate to the agenda for meetings of the Council.

- A. The City Manager, working with the Mayor, will determine what items of business should come before the Council. If, at a meeting of the Council, a member of the Council (i.e., the Mayor and each Council member) or the public inquiries about a subject for which notice has not been given as required by law, only the following may be provided unless otherwise allowed by law: (1) a statement of specific factual information given in response to the inquiry, or (2) a recitation of existing policy in response to the inquiry. Unless otherwise allowed by law, any deliberation of or decision about the subject of such inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.
- B. An item will be placed on the agenda at the request of two or more Council members. The City Manager will place the item on the agenda as soon as applicable. The Council members requesting the agenda item may present or participate in the presentation of the item at the meeting. Any Town staff assistance should be requested through the City Manager's Office. Such agenda items must reach the City Manager's office at Town Hall by 1:00 p.m., Tuesday, of the week preceding the meeting for which the request is made.
- C. The agenda packets for all Regular Meetings will be delivered electronically by Town staff to members of the Council no later than the Thursday preceding the meetings.
- D. The City Secretary's office is responsible for seeing that notices for all meetings of the Council comply with the Open Meetings Law.

### SECTION 3. COUNCIL MEETING PROCEDURES

The Council will use the following procedures as a general guide for parliamentary procedure and may consult Robert's Rules of Order as a guide in instances not addressed by these procedures.

- A. The Mayor shall be the presiding officer at all meetings. The Mayor Pro-Tempore shall preside at meetings in the absence of the Mayor, and the Deputy Mayor Pro-Tempore shall preside at meetings in the absence of the Mayor and Mayor Pro-Tempore. The term Mayor shall be interpreted to mean the presiding officer when applicable throughout these City Council Procedures.
- B. The Mayor shall have a voice in all matters before the Council and may vote on all matters.
- C. When an item is presented to the Council, the Mayor shall recognize the presenter(s) and the order of presentation. During City Council discussion of an item, the Mayor shall recognize members of the Council who desire to ask questions or speak on an item. When two or more members desire to speak on an item, the Mayor shall choose which member is to speak first.
- D. Each member of the Council, including the Mayor, will be given an opportunity to ask questions following presentation of an agenda item. Then, members shall be given the opportunity to ask additional questions in the same manner until no member has additional questions.
- E. During the Council's discussion of an item, each member will be given a reasonable amount of time to speak until all members have had an opportunity to ask questions. Following the initial round of discussion, the Mayor shall recognize a member desiring to make a motion. If a motion is made and seconded, the discussion of the motion, if any, shall follow the procedure outlined above. If no motion is made, the discussion will continue in the same manner outlined above until discussion on the item has concluded. The procedure described herein is intended to give each member a timely opportunity to speak and to avoid one member monopolizing the floor for an extended period of time before others have an opportunity to speak.
- F. The Mayor shall preserve order and shall require Council members engaged in debate to limit discussion to the question under consideration. Members of the Council shall not interrupt or delay proceedings and shall not refuse to obey the orders of the Mayor or the rules of the Council. Members of the Council shall demonstrate respect and courtesy to each other, Town staff members, and citizens appearing before the Council.
- G. The Mayor will give all members of the Council a full opportunity to speak on an item; provided, the Mayor may reasonably limit the time for discussion on any item as the Mayor deems appropriate based upon the circumstances.

H. Every member of the Council shall vote on all matters before the Council whereupon the Mayor has called for a final vote unless a member abstains from the vote due to a conflict of interest or other legal basis for abstention following the procedures for abstention set forth in Section 5.

I. Should a conflict arise between Council members during a meeting, the Mayor shall serve as the mediator. If the Mayor is a part of the conflict, the Council shall determine the procedure to conclude the matter.

J. The Council may convene into closed (executive) session in connection with any Regular, Special or Work Session meeting in conformance with the rules governing closed meetings set forth in Chapter 551 of the Texas Government Code. Prior to convening into closed session the Mayor shall (i) announce the applicable statutory exception(s) authorizing the closed session, (ii) identify the general purpose or subject matter to be discussed during the closed session to the extent permitted by law, and (iii) state the time in which the Council is convening into closed session.

K. Members of the Council may attend a meeting remotely when a member is unable to attend the meeting in-person, provided, the member's remote attendance is able to be administered in full conformance with Section 551.127 of the Texas Government Code and all applicable IT policies adopted by the Town. Each remote location from which a member participates, must have an internet connection that is of sufficient quality to ensure a continuous, live two-way audio and video communication with all other members of the Council during the entire meeting. While speaking, a member attending remotely must be clearly visible and audible to all other members of the Council and the public (except during a closed session). If a member intends on attending a closed session remotely, the member shall coordinate with the City Manager's office in advance to ensure that the remote location and connection are able to comply with all applicable security requirements.

L. Any Council member may ask the Mayor to enforce the procedures established by the Council. Should the Mayor fail to do so, a majority of the Council may direct the Mayor to enforce the procedures.

M. All personal communication devices should be placed in a silent mode during any City Council meetings. Personal communication devices shall not be used for communicating with other Council Members during any City Council meetings as that is a violation of the Texas Open Meetings Act.

#### SECTION 4. CITIZEN PARTICIPATION AT MEETINGS

A. As a general rule, persons attending a meeting of the Council may not participate in the discussions of the Council.

B. If an item is identified on the agenda of a Council meeting as a public hearing, persons attending the Council meeting will be given the opportunity to speak regarding the

item after being recognized by the Mayor. The person(s) representing the applicant for an item presented during a public hearing will generally be allowed ten (10) minutes to present the item (exclusive of the time allowed for questions from the Council). Members of the public desiring to speak on an item during the public hearing will generally be allowed three (3) minutes to speak on the item.

C. Email or written comments that have not been requested to be part of the record will be acknowledged during the meeting but not read into the record. Email or written comments that have been requested to be part of the record will be attached to the minutes of the respective meeting.

## **CITY COUNCIL GENERAL PROCEDURES**

### **SECTION 5. CODE OF CONDUCT FOR MAYOR AND COUNCIL MEMBERS**

A. The Mayor and Council members should comply with the Town's Code of Ethics (included in Chapter 2, Article III, Division 2 of the Town's Code of Ordinances and attached hereto as Appendix A) and with all conflict of interest laws.

B. In accordance with the Town's Code of Ethics and with applicable law, the Mayor and Council members shall abstain from participating in or voting on items in which they have a conflict of interest as set forth in the Code of Ethics or applicable law. If the Mayor or a Council member has such a conflict of interest, they shall file a "Conflict of Interest Affidavit" with the City Secretary's office. Upon introduction of the agenda item in which the Mayor or Council member has a conflict of interest, the Mayor or Council member should announce that they have a conflict of interest and must refrain from participation in or voting on the agenda item, and shall be required to leave the meeting room.

C. The Mayor and Council members are encouraged to conduct themselves above reproach. In the event that the Mayor or a Council member determines that it is necessary to abstain from participating in a matter to avoid a perceived conflict of interest or to avoid the appearance of impropriety, as soon as the individual member makes such a determination, the member shall declare the nature of the matter causing the abstention, abstain from participation in the matter and leave the meeting room.

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A. Members of the Council should attempt to ask questions to the City Manager about the Council agenda packet issued for a Council meeting prior to the meeting. This will allow the Town staff time to respond to the Council member's questions and, if necessary, to provide additional information to all members of the Council.

B. The City Manager shall designate the appropriate Town staff member to address each agenda item and shall see that each presentation informs the Council on the issues which require Council action. The presentations should be professional and timely, and should list options available for resolving any issue.

C. The City Manager is directly responsible for providing information to all members of the Council concerning any inquiries by a specific member of the Council. Should the City Manager find that staff's time is being dominated by a single member, the City Manager should inform the Mayor of the concern.

D. If the Mayor or a Council member seeks a written legal opinion from the City Attorney in connection with an item on a meeting agenda, the City Attorney's legal opinion shall be provided to all members of the Council.

E. In the event of a conflict between the staff and the Council, the Mayor will speak with the City Manager regarding the conflict but will not address the conflict directly with any staff member. The City Manager will then address the matter with the appropriate staff member(s) and update the Mayor and Council as appropriate. If the conflict is between a staff member and the Mayor, the Mayor Pro Tempore will speak with the City Manager.

F. The City Manager is responsible for the professional and ethical behavior of themselves and their staff. The City Manager is also responsible for seeing that staff remains educated and informed on the issues facing municipal government.

G. All members of the Council and Town staff members shall show respect and courtesy to each other and citizens at all times.

H. The City Manager is responsible for seeing that all newly (first time) elected members of the Council are provided with a thorough orientation on Town staff procedures, municipal facilities, and other information of interest to municipal officials.

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C. ~~All~~[The Mayor and Council](#) members ~~of the Council~~ are encouraged to conduct themselves above reproach. In the event that the Mayor or a Council member determines that it is necessary to abstain from participating in a matter to avoid a perceived conflict of interest or to avoid the appearance of impropriety, as soon as the individual member makes such a determination, the member shall declare the nature of the matter causing the abstention, abstain from participation in the matter and leave the meeting room.

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F. The City Manager is responsible for the professional and ethical behavior of ~~himself~~ themselves and ~~his~~ their staff. The City Manager is also responsible for seeing that ~~his~~ staff remains educated and informed on the issues facing municipal government.

G. All members of the Council and Town staff members shall show respect and courtesy to each other and citizens at all times.

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## City Council (FY24)

4. e.

**Meeting Date:** 03/26/2024

**Department:** Special Events

**Pillars:** Optimize the Addison Brand

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### **AGENDA CAPTION:**

Consider action on a Resolution approving an entertainment agreement between the Town of Addison and Maro, Inc. to provide entertainment at the Taste Addison event and authorizing the City Manager to execute the agreement in the amount not to exceed \$77,500.

### **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 sixth 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.

Following the professional guidance of Degy Booking and looking to provide an experience for every vibe, Taste Addison will kick-off the weekend with American rock band, Sugar Ray. With sales of 10 million records, four top 10 songs, streams in the hundreds of millions and millions of tickets sold, the band embodies the endless summer of popular music and culture. 1994's *Lemonade & Brownies* took the guys around the world and earned cult classic status for its frenetic and unpredictable hybrid. It set the stage for *FLOORED* in 1997. The latter's immortal lead single "Fly" [feat. Super Cat] made them a household name. Twenty-one years down the road, Post Malone incorporated "Fly" in "Sugar Wraith" on the triple-platinum *Beerbongs & Bentleys*. Helmed by GRAMMY® Award-winning producer David Kahane [Sublime, Paul McCartney, The Strokes], *FLOORED* earned the band's first gold plaque and eventually went double-platinum. Two years later, *14:59* bowed in the Top 20 of the Billboard Top 200, went triple-platinum, and gave us "Someday," "Falls Apart," and their second #1 "Every Morning." In 2001, Sugar Ray crashed the Top 200 at #6 as "When It's Over" staked out a spot on the charts. It added another platinum plaque to their walls. Enjoying a renaissance, Sugar Ray headlined the Under the Sun Tour 2013-2015. They inked a deal with BMG in 2019 and dropped their

seventh full-length album, *Lil Yachty*. In addition to features from Rolling Stone and Billboard, NPR claimed, “The Newport Beach natives returned to their signature uplifting and airy rock sound.” It only set the stage for more touring and music. No matter how much everything changes, we’ve got Sugar Ray forever --- and Taste Addison will have him Friday evening. The cost of this talent is not to exceed \$77,500. Funding for this entertainment agreement will come from the Hotel Fund.

The Resolution approves the agreement between the Town of Addison and Maro, Inc. for Taste Addison 2024.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Resolution - Maro Inc.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN ENTERTAINER AGREEMENT BETWEEN THE TOWN OF ADDISON AND MARO, INC. TO PROVIDE ENTERTAINMENT AT THE TASTE ADDISON EVENT LOCATED AT ADDISON CIRCLE PARK ON MAY 31, 2024, IN AN AMOUNT NOT TO EXCEED \$77,500; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council desires to authorize an agreement with Maro, Inc. to provide entertainment at the Taste Addison special event on May 31, 2024, in conformance with the terms therein.

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

**SECTION 1.** The City Council hereby approves the agreement between the Town and Maro, Inc. to provide entertainment at the Taste Addison special event on May 31, 2024, in an amount not to exceed \$77,500, a copy of which is attached to this Resolution as **Exhibit A**. 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 **26th** day of **MARCH** 2024.

**TOWN OF ADDISON, TEXAS**

\_\_\_\_\_  
Bruce Arfsten, Mayor

**ATTEST:**

\_\_\_\_\_  
Valencia Garcia, Interim City Secretary



## ENTERTAINMENT AGREEMENT

**Event**

Taste Addison

**Venue**

Addison Circle Park  
4970 Addison Circle, Addison, TX 75001

**Entertainer Name**

Maro, Inc.  
Artist Name: Sugar Ray

**Performance Date(s) & Times**

May 31, 2024: 10:30pm – 12:00am (90 minutes)

**Total Compensation**

\$77,500

**Agreement Effective Date**

February 20, 2024

**Deposit\***

\$38,750

*\*To be paid upon execution of this Agreement, plus receipt of Certificate of Insurance, W-9, and Invoice. 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:**

\_\_\_\_\_  
David Gaines  
City Manager

\_\_\_\_\_  
Date

**For Entertainer:**



FSO

\_\_\_\_\_  
2/28/24

\_\_\_\_\_  
Tom Storms  
Artist Management

\_\_\_\_\_  
Date

**Legal Notice Address:\***

Town of Addison  
Attn: City Manager's Office  
5300 Belt Line Road  
Addison, Texas 75254

**Legal Notice Address:**

Maro, Inc.  
3130 Wilshire Blvd.  
STE 600  
Santa Monica, CA 90403

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

**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 and employees. The defined term "Artist" shall be defined as the principal performing members of the band, Sugar Ray.
- 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.  
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 reasonably 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 Artist, 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, Artist shall not be under the noticeable influence of any intoxicating beverages, non-prescribed narcotics, illicit drugs, or other illicit substance at any time during 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.
- 2.4 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. Artist shall perform in accordance with previous performance standards and existing lyrical content.
- 2.5 Equipment. All goods, equipment, and other materials provided by Entertainer shall be safe, fully operational, and shall not actively or intentionally cause injury or damage to any person or property.

- 2.6 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. As of the date of execution herewith – City has already approved Entertainer’s merchandising plans and has agreed to an 80 / 20 split (80% to Entertainer and 20% to City).
- 2.7 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.
- 2.8 Photographs and Images. The City requests the Entertainer grant City permission in the form of a non-exclusive, limited, revocable, fully paid-up, royalty-free, worldwide license to use, display, reproduce, distribute, and transmit any and all photographs or images of the Performance subject to Artist management prior approval.
- 2.9 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 of which is shared with Entertainer, per advance.
- 2.10 Security. City shall provide reasonable and industry standard security for the event and Artist’s Performance. The parties may mutually agree to an alternative security arrangement by written addendum to this Agreement.
- 2.11 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 if Artist, then a cure period shall be granted and given.
- 2.12 Entertainer Rider(s). Entertainer shall notify City in writing a reasonable amount of time 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.
- 2.13 Violation of These Performance Guidelines. Subject to notice and a reasonable cure period, should Entertainer be in violation of any of the provisions of this Section 2, City shall, with reasonable notice to Entertainer, 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. Entertainer shall be responsible for applicable income taxes as required by law; provided however, that if required by State or Federal law, City or venue may withhold applicable taxes from Entertainer compensation.

### **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 ninety (90) 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.

In the event that City fails or refuses fully to perform any of its obligations hereunder, including but not limited to timely making of any of the payments required by this Agreement:

- a. ENTERTAINER in its sole and exclusive discretion, may immediately terminate this Agreement;
- b. ENTERTAINER will have the right to retain any amounts therefore paid by PURCHASER;

- c. City will remain liable to ENTERTAINER for the guarantee and any additional compensation due ENTERTAINER as set forth in the Agreement; and
  - d. ENTERTAINER and / or Artist will be entitled to assert all claims and to exercise all rights and remedies available whether at law or in equity.
- 4.3. Postponement or Cancellation of the Event. City reserves the right to postpone or cancel the Event for or as a result of fire, casualty, strikes, lockouts, labor trouble, failure of power, governmental authority, inclement weather, war or terrorism or the potential or actual threat thereof, public safety or public welfare considerations, riots, or a local, national, or international emergencies, act of God, or other reason of like nature (any such event being a "Force Majeure Event"), or any other reason or cause beyond the reasonable control of either party that renders Artist's Performance impracticable, impossible or unsafe.
- 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 remains ready and willing 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 pursuant to Section 2.14 and Section 4.2 above.
- 4.5. Damages Upon Termination. In the event of an alleged material breach of this Agreement by Entertainer and / or Artist, City agrees that the maximum damages which City may seek to recover will be limited to necessary out-of-pocket expenses directly incurred by City relating to the Performance, including out-of-pocket costs, taking into account any amounts that City recovered or could have recovered using its best efforts to mitigate its damages. Notwithstanding the foregoing, City will not be entitled to recover any alleged lost profits or similar damages.

## **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 related to or arising out of this Agreement and shall investigate and defend the same. 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.

## **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 -

## Addendum A Performance Addendum

### GENERAL INFORMATION

#### **Addison Representative**

Name: Abby Morales, Director of Special Events  
Phone: 469-657-3272  
Email: amorales@addisontx.gov

#### **Entertainer Representative**

Name: David  
Phone: 206-890-4687  
Email: dbldavid73@gmail.com

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

### 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. All stage productions shall be subject to the following conditions:

1. Entertainer shall, 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 necessary equipment for the Performance at Entertainer's sole expense. Shared Festival Backline can be provided and is available upon request.

#### **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. Any meet and greet shall be subject to Artist management's prior approval. Artist shall not be contractually required to participate in any meet and greet.

#### **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. For the avoidance of doubt, Addison will not provide any sellers and/or staffing for Entertainer merchandise.

#### **Radius Limitations**

Entertainer may not publicly 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.

### **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 30 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 (except as specifically stated herein)

## 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, oremployees.

<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.

**Addendum C**  
**Main Stage Production Rider**

SEE THE FOLLOWING PAGES FOR MAIN STAGE PRODUCTION RIDER.

Production equipment list is subject to change based on festival needs and is at the sole discretion of Addison.

## Festival Production Rider

- 1) Provided Production -
  - a) Stage - Stageline SAM450
    - i) 44'x38'x5'5" Main Deck
    - ii) Load Bearing Roof with 66,000lbs Capacity
    - iii) 2 sets of Stairs
    - iv) 1 16' Ramp
    - v) 16'x16' Covered Wings SL/SR
  - b) Audio -
    - i) Main PA
      - (1) 20 – d&b J8 Flown
      - (2) 4 – d&b J12
      - (3) 12 – d&b J-Subs
      - (4) 4 – d&b Y7P Front Fills
      - (5) All on d&b D80 Amplifiers
    - ii) Consoles
      - (1) FOH - TBD per Advance however consoles will be shared between all performing Entertainers.
      - (2) MON - TBD per Advance however consoles will be shared between all performing Entertainers.
    - iii) Processing
      - (1) Lake LM44
      - (2) XTA MX36 MixSwitch
    - iv) Monitors
      - (1) 12 – d&b M2 on D80
      - (2) 1 – d&b Q-Sub
      - (3) Shure PSM1000 Systems or Sennhieser IEM G3 available per Advance/Contract
    - v) Microphones, Snakes, Stands and Cables per Needs
      - (1) 2ch UR4D provided for MCs
  - c) Lighting
    - i) 16 - Moving Wash Fixtures
    - ii) 16 – Moving Beam/Spot Fixtures
    - iii) 4 – Chauvet Strike Blinders
    - iv) 1 - Lighting Console TBD
    - v) All necessary data and power distribution
  - d) Video - iMag Only
    - i) 2 - 16'x16' Video Walls on the flybars SL and SR
    - ii) 1 - Novastar VX1000
    - iii) 1 – Blackmagic Constellation 8k Switcher
    - iv) 1 - HD Camera - Manned
    - v) 2 - HD PTZ Camera
    - vi) Video, Control and Power Cables as Required
  - e) Rigging
    - i) As Required/per Advance
  - f) Power
    - i) 1 – 400AMP 3 Phase Service for Lighting and Video
    - ii) 1 – 200AMP 3 Phase Service for Audio
    - iii) Artist Power will be passed through Epicenter's Distro



BACKLINE PER ADVANCE

# Quote

Quote Number: 24-0066  
Festival Backline - Taste Addison 2024

**Epicenter Productions, LLC**  
3717 Commerce Pl  
Suite G  
Bedford, TX 76021  
US  
Phone: (817) 756-4300  
Fax: (817) 756-4304  
www.epicenterproductions.net

<b>Client</b> Town of Addison Yesenia Saldivar Mobile: 214-693-5439 Email: ysaldivar@addisontx.gov	<b>Bill To</b>	<b>Venue / Site</b> Addison Circle Park 4970 Addison Circle Addison, TX 75001
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Account Manager	Shipping Method	Customer PO	Warehouse	Terms	Tax Rule
Zach Crisp	N/A		Epicenter Productions, LLC	Net 10	Tax Exempt

Ship Date	Load In	Show Start	Load Out	Return Date	Discount
5/30/2024 12:00 PM				6/2/2024 10:00 PM	

Type	Qty.	Description	Note	Time	Rate	Price	Price Ext.
<b>Bass Rig</b>							
Rental	1	Ampeg SVT Classic Head	NL4 and 1/4" Outputs				
Rental	1	6' 12AWG NL4 Speakon Cable					
Rental	1	Ampeg SVT 8x10	NL4 and 1/4" Inputs				

<b>Guitar Rigs</b>							
Rental	1	Marshall JCM2000 TSL Guitar Amp					
Rental	3	Marshall 1960B Lead 412					
Rental	3	10' 12AWG 1/4" Speaker Cable					
Rental	2	Mesa Boogie Road King Dual Rectifier Amp					
Rental	1	SWR California Blonde Acoustic Amp					

**Bass/Guitars**

## BACKLINE PER ADVANCE

Type	Qty.	Description	Note	Time	Rate	Price	Price Ext.
Rental	1	Fender American Performer Precision Bass 4 - String	Body Shape: Precision Color: Body Material: Alder Neck Material: Maple Radius: 9.5" Fingerboard Material: Maple Fingerboard Inlay: Black Dots Number of Frets: 20, Medium Jumbo Scale Length: 34" Nut Width: 1.625" Bridge/Tailpiece: 4-saddle Vintage-style with Steel Saddles Tuners: Fender F Light-weight Vintage-paddle Keys with Tapered Shafts Middle Pickup: Yosemite Jazz Split-soil Bridge Pickup: Yosemite Jazz Single-coil Controls: 2 x volume, 1 x master tone, Greasebucket tone				
Rental	1	Fender Jazz Bass 4 String					
Rental	1	Fender Ultra Strat Texas Tea					
Rental	2	Gibson J45 Acoustic					
Rental	2	Gibson Les Paul Standard					

**Wireless Rigs**

Rental	2	Shure Axient AD4Q Quad Receiver					
Rental	8	Shure Axient AD1 Wireless Body Packs G57 470-616 MHz					
Rental	8	Shure WA-302 Wireless Instrument Cable					

**Drum Kit with Hardware**

Rental	1	Tama Drum Package					
Rental	1	Vic Firth Classic American 5B Drumstick PAIR - 5B					
Retail	1	Evans Head Package per Rider					
Rental	1	Roc-N-Soc Round Throne with Manual Spindle					

**Cymbals**

Rental	1	Paiste 20" 2002 Med Ride - 20"					
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Type	Qty.	Description	Note	Time	Rate	Price	Price Ext.
Rental	1	Paiste 18" Signature Full Crash					
Rental	1	Paiste 18" Signature Dark Energy Crash					
Rental	1	Paiste 16" 2002 Med Crash - 16"					
Rental	1	Paiste 14" Signature Medium Hi Hat					

**Misc**

Rental	2	Ultracase Guitar Boat 6 Bay					
Rental	4	20' 1/4" Instrument Cable					
Rental	6	10' 1/4" Instrument Cable					
Rental	2	Boss TU-3 Tuner					
Rental	1	Drum Rug - 8x8					
Rental	4	Stage Fan					

**Labor**

Labor	1	Backline Tech	Load In, Setup, Rehearsal, Operate, Load Out, Strike				
		5/30/2024 12:00 PM - 6/2/2024 10:00 PM					

**Addendum D**  
**Entertainer Riders**

All production & hospitality is per advance, contingent on budget and subject to the availability of the items in the Addison, TX area.

## City Council (FY24)

4. f.

**Meeting Date:** 03/26/2024

**Department:** Special Events

**Pillars:** Optimize the Addison Brand

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### **AGENDA CAPTION:**

Consider action on a Resolution approving an entertainment agreement between the Town of Addison and Reliant Talent Agency, LLC DBA Play Productions, Inc. to provide entertainment at the Taste Addison event and authorizing the City Manager to execute the agreement in the amount not to exceed \$55,000.

### **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 sixth 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.

Following the professional guidance of Degy Booking and looking to provide an experience for every vibe, Taste Addison brings back Sunday and some country to the lineup with Hunter Hayes to close out the weekend. Hayes's debut album titled *Hunter Hayes* dropped in 2011 and had an impressive run on the Billboard charts hitting number one on the Billboard Top Country Albums chart and number seven on the Billboard 200 chart. In 2012, Hayes won an American Country Music New Artist Single Award for his song *Wanted*. He was also nominated for New Artist and Breakthrough Artist of the Year and his song *Somebody's Sorrow* was nominated for Single by Breakthrough Artist. He won the Teen Choice Award for Best Male Country Artist in 2012 and 2013 and while it takes most singers up to 10, sometimes 20 years to earn a Grammy nomination, Hayes had five nominations before his 30th birthday. With a reputation of being a skilled multi-instrumentalist (an astonishing thirty musical instruments), he's the perfect vibe to close out the Taste Addison weekend. The cost of this talent is not to exceed \$55,000. Funding for this entertainment agreement will come from the Hotel Fund.

The Resolution approves the agreement between the Town of Addison and

Reliant Talent Agency, LLC DBA Play Productions, Inc. for Taste Addison 2024.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Resolution - Reliant Talent

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

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN ENTERTAINER AGREEMENT BETWEEN THE TOWN OF ADDISON AND RELIANT TALENT AGENCY, LLC DBA PLAY PRODUCTIONS, INC. TO PROVIDE ENTERTAINMENT AT THE TASTE ADDISON EVENT LOCATED AT ADDISON CIRCLE PARK ON JUNE 2, 2024, IN AN AMOUNT NOT TO EXCEED \$55,000; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council desires to authorize an agreement with Reliant Talent Agency, LLC DBA Play Productions, Inc. to provide entertainment at the Taste Addison special event on June 2, 2024, in conformance with the terms therein.

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

**SECTION 1.** The City Council hereby approves the agreement between the Town and Reliant Talent Agency, LLC DBA Play Productions, Inc. to provide entertainment at the Taste Addison special event on June 2, 2024, in an amount not to exceed \$55,000, a copy of which is attached to this Resolution as **Exhibit A**. 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 **26th** day of **MARCH** 2024.

**TOWN OF ADDISON, TEXAS**

\_\_\_\_\_  
Bruce Arfsten, Mayor

**ATTEST:**

\_\_\_\_\_  
Valencia Garcia, Interim City Secretary



## ENTERTAINMENT AGREEMENT

**Event**

Taste Addison

**Venue**

Addison Circle Park  
4970 Addison Circle, Addison, TX 75001

**Entertainer Name**

Reliant Talent Agency, LLC

**Performance Date(s) & Times**

DBA Play Productions, Inc. (Hunter Hayes)

June 2, 2024: 4:30pm – 6:00pm (90 minutes)

**Total Compensation**

\$55,000

**Agreement Effective Date**

February 19, 2024

**Deposit\***

\$27,500

*\*To be paid upon execution of this Agreement, plus receipt of Certificate of Insurance, W-9, and Invoice. 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:**

\_\_\_\_\_  
David Gaines  
City Manager

\_\_\_\_\_  
Date

**For Entertainer:**

DocuSigned by:  
  
Valerie Sizemore  
A2462918E9414F8...  
\_\_\_\_\_  
Valerie Sizemore  
Entertainer Rep

3/12/2024

\_\_\_\_\_  
Date

**Legal Notice Address:\***

Town of Addison  
Attn: City Manager's Office  
5300 Belt Line Road  
Addison, Texas 75254

**Legal Notice Address:**

Reliant Talent Agency, LLC  
2909 Poston Ave STE 200  
Nashville, TX 37203

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

**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.

- 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. Photos and images to be limited to first 3 songs. All photos to be approved by Artist management prior to any use.
- 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. Purchaser to provide at least one security guard to assist Artist to and from stage.
- 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 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.
- 4.2 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

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.

4.3. 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.

4.4. 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.

## **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 -

## **Addendum A Performance Addendum**

### **GENERAL INFORMATION**

#### **Addison Representative**

Name: Abby Morales, Director of Special Events  
Phone: 469-657-3272  
Email: amorales@addisontx.gov

#### **Entertainer Representative**

Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

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

### **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 sixty (60) 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 necessary equipment for the Performance at Entertainer's sole expense. Shared Festival Backline can be provided and is available upon request.

#### **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. For the avoidance of doubt, Addison will not provide any sellers and/or staffing for Entertainer merchandise.

#### **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, excluding Dallas, TX on April 17, 2024.

### **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 30 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 (except as specifically stated herein)

## 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, oremployees.

<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.

**Addendum C**  
**Main Stage Production Rider**

SEE THE FOLLOWING PAGES FOR MAIN STAGE PRODUCTION RIDER.

Production equipment list is subject to change based on festival needs and is at the sole discretion of Addison.

## Festival Production Rider

- 1) Provided Production -
  - a) Stage - Stageline SAM450
    - i) 44'x38'x5'5" Main Deck
    - ii) Load Bearing Roof with 66,000lbs Capacity
    - iii) 2 sets of Stairs
    - iv) 1 16' Ramp
    - v) 16'x16' Covered Wings SL/SR
  - b) Audio -
    - i) Main PA
      - (1) 20 – d&b J8 Flown
      - (2) 4 – d&b J12
      - (3) 12 – d&b J-Subs
      - (4) 4 – d&b Y7P Front Fills
      - (5) All on d&b D80 Amplifiers
    - ii) Consoles
      - (1) FOH - TBD per Advance however consoles will be shared between all performing Entertainers.
      - (2) MON - TBD per Advance however consoles will be shared between all performing Entertainers.
    - iii) Processing
      - (1) Lake LM44
      - (2) XTA MX36 MixSwitch
    - iv) Monitors
      - (1) 12 – d&b M2 on D80
      - (2) 1 – d&b Q-Sub
      - (3) Shure PSM1000 Systems or Sennhieser IEM G3 available per Advance/Contract
    - v) Microphones, Snakes, Stands and Cables per Needs
      - (1) 2ch UR4D provided for MCs
  - c) Lighting
    - i) 16 - Moving Wash Fixtures
    - ii) 16 – Moving Beam/Spot Fixtures
    - iii) 4 – Chauvet Strike Blinders
    - iv) 1 - Lighting Console TBD
    - v) All necessary data and power distribution
  - d) Video - iMag Only
    - i) 2 - 16'x16' Video Walls on the flybars SL and SR
    - ii) 1 - Novastar VX1000
    - iii) 1 – Blackmagic Constellation 8k Switcher
    - iv) 1 - HD Camera - Manned
    - v) 2 - HD PTZ Camera
    - vi) Video, Control and Power Cables as Required
  - e) Rigging
    - i) As Required/per Advance
  - f) Power
    - i) 1 – 400AMP 3 Phase Service for Lighting and Video
    - ii) 1 – 200AMP 3 Phase Service for Audio
    - iii) Artist Power will be passed through Epicenter's Distro

ALL BACKLINE PROVIDED BY THE FESTIVAL WILL BE SHARED  
AMONGST ALL PERFORMING ENTERTAINERS. ANY BACKLINE  
NOT PROVIDED WILL BE ENTERTAINER'S RESPONSIBILITY.



## Quote

Quote Number: 24-0066  
Festival Backline - Taste Addison 2024

**Epicenter Productions, LLC**  
3717 Commerce Pl  
Suite G  
Bedford, TX 76021  
US  
Phone: (817) 756-4300  
Fax: (817) 756-4304  
www.epicenterproductions.net

Client	Bill To	Venue / Site
Town of Addison Yesenia Saldivar Mobile: 214-693-5439 Email: ysaldivar@addisontx.gov		Addison Circle Park 4970 Addison Circle Addison, TX 75001

Account Manager	Shipping Method	Customer PO	Warehouse	Terms	Tax Rule
Zach Crisp	N/A		Epicenter Productions, LLC	Net 10	Tax Exempt

Ship Date	Load In	Show Start	Load Out	Return Date	Discount
5/30/2024 12:00 PM				6/2/2024 10:00 PM	

Type	Qty.	Description	Note	Time	Rate	Price	Price Ext.
<b>Bass Rig</b>							
Rental	1	Ampeg SVT Classic Head	NL4 and 1/4" Outputs				
Rental	1	6' 12AWG NL4 Speakon Cable					
Rental	1	Ampeg SVT 8x10	NL4 and 1/4" Inputs				

<b>Guitar Rigs</b>							
Rental	1	Marshall JCM2000 TSL Guitar Amp					
Rental	3	Marshall 1960B Lead 412					
Rental	3	10' 12AWG 1/4" Speaker Cable					
Rental	2	Mesa Boogie Road King Dual Rectifier Amp					
Rental	1	SWR California Blonde Acoustic Amp					

### Bass/Guitars

Epicenter Productions, LLC

Quote (Quote Number: 24-0066)

Type	Qty.	Description	Note	Time	Rate	Price	Price Ext.
Rental	1	Fender American Performer Precision Bass 4 - String	Body Shape: Precision Color: Body Material: Alder Neck Material: Maple Radius: 9.5" Fingerboard Material: Maple Fingerboard Inlay: Black Dots Number of Frets: 20, Medium Jumbo Scale Length: 34" Nut Width: 1.625" Bridge/Tailpiece: 4-saddle Vintage-style with Steel Saddles Tuners: Fender F Light-weight Vintage-paddle Keys with Tapered Shafts Middle Pickup: Yosemite Jazz Split-soil Bridge Pickup: Yosemite Jazz Single-coil Controls: 2 x volume, 1 x master tone, Greasebucket tone				
Rental	1	Fender Jazz Bass 4 String					
Rental	1	Fender Ultra Strat Texas Tea					
Rental	2	Gibson J45 Acoustic					
Rental	2	Gibson Les Paul Standard					

**Wireless Rigs**

Rental	2	Shure Axient AD4Q Quad Receiver					
Rental	8	Shure Axient AD1 Wireless Body Packs G57 470-616 MHz					
Rental	8	Shure WA-302 Wireless Instrument Cable					

**Drum Kit with Hardware**

Rental	1	Tama Drum Package					
Rental	1	Vic Firth Classic American 5B Drumstick PAIR - 5B					
Retail	1	Evans Head Package per Rider					
Rental	1	Roc-N-Soc Round Throne with Manual Spindle					

**Cymbals**

Rental	1	Paiste 20" 2002 Med Ride - 20"					
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Epicenter Productions, LLC

Quote (Quote Number: 24-0066)

Type	Qty.	Description	Note	Time	Rate	Price	Price Ext.
Rental	1	Paiste 18" Signature Full Crash					
Rental	1	Paiste 18" Signature Dark Energy Crash					
Rental	1	Paiste 16" 2002 Med Crash - 16"					
Rental	1	Paiste 14" Signature Medium Hi Hat					

**Misc**

Rental	2	Ultracase Guitar Boat 6 Bay					
Rental	4	20' 1/4" Instrument Cable					
Rental	6	10' 1/4" Instrument Cable					
Rental	2	Boss TU-3 Tuner					
Rental	1	Drum Rug - 8x8					
Rental	4	Stage Fan					

**Labor**

Labor	1	Backline Tech	Load In, Setup, Rehearsal, Operate, Load Out, Strike				
		5/30/2024 12:00 PM - 6/2/2024 10:00 PM					

**Addendum D**  
**Entertainer Riders**

All production & hospitality is per advance, contingent on budget and subject to the availability of the items in the Addison, TX area.

**City Council (FY24)**

**4. g.**

**Meeting Date:** 03/26/2024

**Department:** Public Works

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**AGENDA CAPTION:**

Consider action on a Resolution appointing a voting member and alternative representative of the advisory committee for the Trinity River Authority's Central Wastewater Treatment System.

**BACKGROUND:**

This item appoints Town representatives to an Advisory Committee for the Trinity River Authority's Central Wastewater Treatment System, which provides wastewater treatment services to the Town.

Section 6.10 of the contract between the Trinity River Authority and the Town of Addison states that "the City's governing body shall annually appoint one of the members of its governing body or one of its officers as a voting member of the Advisory Committee for the Authority's Central Wastewater Treatment System." The term of the voting member shall be 12 months. The Central Wastewater Treatment System Bylaws further specify that an alternate representative shall also be appointed. Currently, the Advisory Committee is primarily comprised of staff members, with few cities appointing elected officials.

It is recommended that Shannon Hicks, Director of Public Works and Engineering Services, be appointed as the voting member and that Juan Gutierrez, Assistant Director of Public Works, serve as the alternate representative. Each shall serve a 12-month term.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Resolution - TRA Voting Member

Authorized Representative Request and Form

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

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPOINTING SHANNON HICKS AS A VOTING REPRESENTATIVE AND JUAN GUTIERREZ AS AN ALTERNATE TO THE ADVISORY COMMITTEE OF THE TRINITY RIVER AUTHORITY'S CENTRAL WASTEWATER TREATMENT SYSTEM; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Addison (the "Town") is a member of the Trinity River Authority (the "Authority"); and

**WHEREAS**, the contract between the Town and the Authority requires the Town to annually appoint a representative as a voting member of the Advisory Committee of the Trinity River Authority's Central Wastewater Treatment System (the "Committee"); and

**WHEREAS**, the Authority has requested that the Town also appoint an alternate representative to the Committee.

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

**SECTION 1.** The above and foregoing recitals are incorporated herein and made a part of this Resolution for all purposes.

**SECTION 2.** Shannon Hicks, Director of Public Works and Engineering, is hereby appointed as the Town's voting representative to the Committee and Juan Gutierrez, Assistant Director of Public Works, is hereby appointed as an alternate representative to the Committee.

**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 26<sup>th</sup> day of MARCH 2024.

TOWN OF ADDISON, TEXAS

\_\_\_\_\_  
Bruce Arfsten, Mayor

ATTEST:

\_\_\_\_\_  
Valencia Garcia, City Secretary



**DATE:** February 21, 2024

**FILE:** 3110.102

**TO:** MEMBERS, Advisory Committee  
Central Regional Wastewater System

**RE:** Authorized Contracting Party Representative and  
Authorized Alternate Representative

In compliance with the contracting parties' contracts and Central Regional Wastewater System Bylaws, the governing body of each of the Contracting Parties annually shall appoint one of the members of its governing body or one of its employees as a voting member of the Advisory Committee. The term of membership on the Advisory Committee shall be at the pleasure of each governing body represented, respectively, and each member shall serve until replaced by such governing body. The Central Regional Wastewater System Bylaws state that an alternate representative should be appointed.

Please complete the attached authorized representative and alternate representative form and have it executed by your authorized official.

It is requested that this form be returned to us by March 22, 2024. You may send an electronic copy to Lisa Allen, Executive Assistant, Northern Region, at [allenl@trinityra.org](mailto:allenl@trinityra.org).

If you have any questions about this, please contact me at 817-493-5100 or [jalbertm@trinityra.org](mailto:jalbertm@trinityra.org).

A handwritten signature in black ink, appearing to read 'Matthew S. Jalbert'.

MATTHEW S. JALBERT, PE  
Executive Manager  
Northern Region

/lma

Attachment



**CENTRAL REGIONAL WASTEWATER SYSTEM  
ADVISORY COMMITTEE**

CONTRACTING PARTY: \_\_\_\_\_

In accordance with ARTICLE VI ADVISORY COMMITTEE of the Contracting Party Contracts and the Bylaws of the Central Regional Wastewater System, the following individual has been appointed as the Contracting Party Representative and Voting Member for a twelve month period. In addition, an Alternate Contracting Party Representative is also named.

<u><b>CONTRACTING PARTY REPRESENTATIVE</b></u>	
Name	
Title	
Address	
Email	
Phone	Cell

<u><b>ALTERNATE REPRESENTATIVE</b></u>	
Name	
Title	
Address	
Email	
Phone	Cell

\_\_\_\_\_  
**MAYOR/CITY MANAGER**

\_\_\_\_\_  
**DATE**

<u><b>CONTACT FOR OPERATIONAL EMERGENCY:</b></u> (If other than Contracting Party Representative)	
Name	Title
Phone	Cell
Email	

COMPLETED FORM CAN BE RETURNED ELECTRONICALLY TO [allenl@trinityra.org](mailto:allenl@trinityra.org)  
OR MAILED TO:

Lisa Allen  
Executive Assistant, Northern Region  
Trinity River Authority of Texas  
P. O. Box 240  
Arlington, TX 76004-0240

If you have any questions, please contact our office at 817-493-5100.

**City Council (FY24)**

4. h.

**Meeting Date:** 03/26/2024

**Department:** Public Works

**Pillars:** Excellence in Asset Management  
Excellence in Transportation Systems

**Milestones:** Promote and protect the Addison Way

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**AGENDA CAPTION:**

Consider action on a Resolution approving an agreement between the Town of Addison and Stripe-A-Zone for the Fiscal Year 2024 Annual Pavement Markings Project in an amount not to exceed \$80,000.

**BACKGROUND:**

The purpose of this item is to approve a Construction Services Agreement with Stripe-A-Zone for the Fiscal Year 2024 Annual Pavement Markings Project in an amount not to exceed \$80,000.

The Streets Division of the Public Works and Engineering Services Department develops a pavement markings program each year. These areas are identified by visual inspection and utilizing the average life cycle of thermoplastic pavement markings.

The Town has an Interlocal Agreement with the City of Grand Prairie that the Council approved in 2014. Staff proposes using Stripe-A-Zone's contract with Grand Prairie to provide this service. Stripe-A-Zone has completed pavement marking projects all over the Metroplex, and they come highly recommended. The Town has also used them repeatedly and has been pleased with the quality of their work.

The amount of the Fiscal Year 2024 pavement markings program is \$80,000. Funds for this project are available in the Fiscal Year 2024 Street Maintenance budget.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Resolution - Stripe-A-Zone

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

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT WITH STRIPE-A-ZONE FOR THE FY24 ANNUAL PAVEMENT MARKINGS PROJECT IN AN AMOUNT NOT TO EXCEED \$80,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council desires to authorize an agreement with Stripe-A-Zone for the FY24 Annual Pavement Markings Project in conformance with the project documents for City Bid No. 24-166.

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

**SECTION 1.** The City Council hereby approves the contract agreement between the Town of Addison and Stripe-A-Zone for the FY24 Annual Pavement Markings Project in conformance with the project documents identified in the agenda memorandum for this Resolution, in an amount not-to-exceed of \$80,000.00, a copy of which is attached to this Resolution as **Exhibit A**. 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 **26th** day of **MARCH**, 2024.

**TOWN OF ADDISON, TEXAS**

\_\_\_\_\_  
Bruce Arfsten, Mayor

**ATTEST:**

\_\_\_\_\_  
Valencia Garcia, City Secretary

## EXHIBIT A

### **CONSTRUCTION SERVICES AGREEMENT FY24 ANNUAL PAVEMENT MARKINGS PROJECT (Bid #24-166)**

This CONSTRUCTION SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between **Stripe-A-Zone**, a Texas Limited Liability Company, hereinafter called "Contractor", and the **Town of Addison, Texas**, hereinafter called "City".

#### **RECITALS**

**WHEREAS**, City desires Contractor to perform certain work and services set forth in Section 1, below; and

**WHEREAS**, Contractor has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in the Contract Documents and Section 1 of this Agreement.

**NOW, THEREFORE**, for and in consideration of the covenants and promises made one to the other herein, City and Contractor agree as follows:

#### **Section 1.     Scope of Services**

Upon issuance of a written notice to proceed by City, Contractor agrees to provide to City the necessary services, labor, materials, equipment, and supplies to perform the FY24 Annual Pavement Markings Project (the "Project"), such services being more fully described herein and pursuant to the plans and specifications identified in the Contract Documents (defined below).

#### **Section 2.     Term of Agreement**

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until Contractor completes the services required herein to the satisfaction of City and has been paid in full by City, unless sooner terminated in conformance with this Agreement.

#### **Section 3.     Contract Documents**

- (a) This Agreement is a part of the "Contract Documents", which include:
- (1) This Agreement, including all exhibits and addenda hereto;
  - (2) City's plans, specifications, and all other contract documents for the Project contained in City's Bid #24-166;
  - (3) City's written notice(s) to proceed to the Contractor;
  - (4) Properly authorized change orders;
  - (5) Contractor's Bid Proposal ("Proposal" and/or "Response"); and
  - (6) Any other materials distributed by the City that relate to the Project.

In the event there exists a conflict between any term, provision, and/or interpretation of the Contract Documents, the documents shall take precedent and control in the order listed above in this section (which shall supersede any conflicting provision concerning priority of contract documents contained in the Bid Packet). If discrepancies are found that may impact Contractor's performance of the services for the Project, it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the Project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the Project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair and/or correct that component of the Project.

#### **Section 4. Contractor Obligations**

(a) Performance of Services. To the extent reasonably necessary for Contractor to perform the services under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of City. The cost of such personnel and assistance shall be a reimbursable expense to Contractor only if authorized in writing in advance by City. Unless otherwise agreed, Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the Project.

(b) Quality Materials. Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all materials, construction, installation and other services furnished by Contractor under this Agreement. Unless otherwise specified in writing by City, all materials shall be new and both workmanship and materials shall be of a good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in the Contract Documents that, so applied, have well known, technical or trade meaning shall be held to refer to such recognized standards. Contractor shall, without additional compensation, correct or revise any errors or deficiencies in the installation and construction of the Project components to conform as shown in the Project drawings and specifications.

(c) Additional Services. All minor details of the work not specifically mentioned in the Contract Documents but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are set forth in this Agreement. Contractor will not be entitled to any additional compensation therefor unless specifically stated otherwise. Should City require additional services not included under this Agreement, Contractor shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by City, and without decreasing the effectiveness of the performance of services required under this Agreement. The terms "extra work" and "additional services" as used in this Agreement shall be understood to mean and include all work that may be required by City to be done by Contractor to accomplish any alteration or addition to the work as shown on the Project plans and drawings. It is agreed that Contractor shall perform all extra work under the direction of the City's representative when presented with a written work/change order signed by the City's representative, subject, however, to the right of Contractor to require written confirmation of such extra work order by City. No claims for extra services, additional services or changes in the services whatsoever, including any change in pricing or time for performance related to the services will be made by Contractor without first obtaining the City's written agreement and approval of a work/change order reflecting the same.

(d) Independent Contractor. It is understood and agreed by and between the parties that Contractor, while performing under this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with Contractor's acts or omissions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third-party beneficiary to this Agreement.

(e) Inspection of Records. Contractor grants City and its designees the right to audit, examine, or inspect, at City's election, all of Contractor's Records relating to the performance of services under this Agreement, during the term of the Agreement and any retention period herein. City's audit, examination, or inspection of Contractor's Records may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Contractor agrees to retain Contractor's Records for

a minimum of four (4) years following termination of the Agreement, unless there is an ongoing dispute under the contract; then, such retention period shall extend until final resolution of the dispute. "Contractor's Records" shall include any and all information, materials and data of every kind and character generated as a result of the services under this Agreement. City agrees that it will exercise its right to audit, examine or inspect Contractor's Records only during regular business hours unless City has provided advance written notice of an alternate time. Contractor agrees to allow City and its designees access to all of Contractor's Records, Contractor's facilities and the current or former employees of Contractor, deemed necessary by City or its designee(s), to perform such audit, inspection, or examination.

(f) Certification of No Conflicts. Contractor hereby warrants to the City that Contractor has made full disclosure in writing of any existing or potential conflicts of interest related to Contractor's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Contractor hereby agrees immediately to make full disclosure to the City in writing.

(g) No Waiver of City's Rights. Neither City's review, approval or acceptance of, nor payment for any of the materials or services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor's negligent performance of any of the services furnished under this Agreement.

(h) Rights-of-Access. City will endeavor to provide such rights of access on any project site as may be reasonably necessary for Contractor to perform any required preliminary site studies, surveys, tests, or other necessary investigations prior to mobilization for the Project. Contractor will take all necessary and reasonable precautions to minimize damage to all personal and real property in the performance of such surveys, tests, studies and investigations.

(i) Compliance with Laws. Contractor shall comply with all laws, ordinances, rules, policies, orders, directives, and other regulations governing Contractor's performance of this Agreement.

## **Section 5. Payment**

(a) Compensation. City agrees to pay Contractor for all services authorized in writing and properly performed by Contractor in a total amount not to exceed EIGHTY THOUSAND DOLLARS (\$80,000.00) ("Contract Price"), subject to additions or deletions for change orders and/or extra work agreed upon in writing.

(b) Method of Payment. Unless otherwise agreed by the parties in writing, payment to Contractor shall be monthly based on a monthly progress report and detailed monthly itemized statement for services submitted by Contractor that shows the names of the Contractor's employees, agents, or subcontractors performing the services, the time worked, the actual services performed, and the rates charged for such services, in a form acceptable to City. City shall pay such monthly statements within thirty (30) days after receipt of a completed submission and City's verification of the services performed.

(c) Deductions; Withholding. City may deduct from any amounts due or to become due to Contractor any sum or sums owing by Contractor to City. In the event of any breach by Contractor of any provision or obligation of this Agreement, or in the event of the assertion by any third-party of a claim or lien against City, or the City's premises, arising out of Contractor's performance under this Agreement, City shall have the right to retain out of any payments due or to become due to Contractor an amount sufficient to completely protect the City from any and all loss, damage or expense therefrom, until the breach, claim, or lien has been satisfactorily remedied by Contractor. Additionally, City may, on account of subsequently discovered evidence, withhold the whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

- (1) defective work not remedied;
- (2) claims filed or reasonable evidence indicating possible filing of claims;
- (3) failure of Contractor to make payments promptly to subcontractors or for material or labor which City may pay as an agent for the Contractor; or
- (4) damages to another contractor or subcontractor.

When the above grounds are removed, or Contractor provides a letter of credit, or similar guaranty satisfactory to City (to be determined in City's sole discretion) which will protect City in the amount withheld because of said grounds, City will release the amounts withheld.

## **Section 6. Performance Schedule**

(a) Extensions; Written Request Required. No allowance of any extension of time, for any cause whatever (including an event of Force Majeure), shall be claimed by or granted to Contractor, unless (i) Contractor shall have made written request to City for such extension within forty-eight (48) hours after the cause for such extension occurred, and (ii) City and Contractor have agreed in writing that such additional time shall be granted. As used in this section, the term "Force Majeure" shall mean that Contractor's performance of the services under this Agreement is prevented or delayed, in whole or in part, to such an extent that Contractor would not be able to complete the services (or any partial component thereof) within the time for performance set forth herein by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, pandemic, or other specific cause reasonably beyond Contractor's control and not attributable to its malfeasance, neglect or nonfeasance. Should Contractor timely request an extension of time due to an event of force majeure under this section, City and Contractor may agree in writing to suspended Contractor's performance until such disability to perform (other than a payment obligation) is removed; provided, that Contractor shall use commercially reasonable efforts to remove any such causes and resume performance of the services under this Agreement as soon as reasonably practicable.

(b) Costs of Delay. Contractor understands and agrees that time is of the essence of this contract, and no damaged will be paid for delay.

## **Section 7. Ownership of Project; Bill of Sale; No Liens**

(a) Title of Ownership. Contractor warrants that title to all services, including all equipment and materials incorporated into the Project, will pass to City no later than the time of final payment. Contractor further warrants that upon payment by City, all services for which payments have been received from City shall be free and clear of liens, claims, security interests or other encumbrances in favor of Contractor or any other person or entity whatsoever.

(b) Assignment; Bill of Sale. Contractor agrees, no later than the time of completion of the Project, to assign to City all manufacturer's warranties relating to equipment, materials and labor used in the Project and further agrees it will at all times perform the services in a manner that will, to the greatest extent possible, preserve all manufacturer's warranties. If necessary as a matter of law, Contractor may retain the right to enforce directly any such manufacturers' warranties during the one year period following the date of acceptance of the Project by City; provided, that City's rights related to the same shall not be subordinate to Contractor's enforcement rights.

CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND SAVE CITY HARMLESS FROM ALL CLAIMS RELATED TO ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND SUPPLIERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT. CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL

OBLIGATIONS DESCRIBED HEREIN HAVE BEEN PAID, DISCHARGED OR WAIVED UPON CITY'S WRITTEN REQUEST.

**Section 8. Default; Termination; Abandonment**

(a) Default by Contractor. Should Contractor fail to comply with any term or condition this Agreement applicable to Contractor, or become disabled and unable to comply with any provisions of this Agreement related to the quality or character of the services or time of performance, Contractor shall be deemed in default of this Agreement. If such default is not corrected within ten (10) days after written notice by City to Contractor, City may, at its sole discretion and without prejudice to any other right or remedy:

- (1) terminate this Agreement and be relieved of any further payment or consideration to Contractor except for all services determined by City to be satisfactorily completed prior to such termination. Payment for work satisfactorily completed shall be for actual costs incurred and non-refundable, including reasonable salaries and travel expenses of Contractor to and from meetings called by City at which Contractor is required to attend, but shall not include any loss of profit of Contractor. City may further proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by resubletting to others; or
- (2) City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at Contractor's sole expense.

(b) Suspension or Termination by City. City may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to Contractor. In the event suspension or termination is without cause, payment to Contractor, in accordance with the terms of this Agreement, will be made based on services reasonably determined by City to be satisfactorily performed as of the date of suspension or termination. Such payment will become payable upon delivery of all instruments of service to City and City's acceptance of the same. If City requires a modification of the services under this Agreement, and in the event City and Contractor fail to agree upon such modification(s), City shall have the option of terminating this Agreement and Contractor's services hereunder at no additional cost other than the payment to Contractor in accordance with the terms of this Agreement for the services reasonably determined by City to be properly performed prior to such termination date.

(c) Abandonment. If Contractor should abandon and fail or refuse to resume work within ten (10) days after written notification from the City, or if Contractor fails to timely comply with the orders of the City, when such orders are consistent with the Contract Documents, then, and in that case, where a performance bond(s) exists, the surety on the bond(s) may be notified in writing by City and directed to complete the work (at City's sole discretion), and a copy of said notice shall be delivered to Contractor. After receiving said notice of abandonment, Contractor shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the City or the surety on the performance bond, or another Contractor in completion of the work; and Contractor shall not receive any rental or credit therefor, having hereby acknowledged that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement. In the event a surety fails to comply with City's written notice provided for herein, then the City may provide for completion of the work in either of the following elective manners:

- (1) the City may employ such labor and use such machinery, equipment, tools, materials and supplies as said City may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to Contractor, which shall

be deducted and paid by City out of such amounts as may be due, or that may thereafter at any time become due to the Contractor under this Agreement. In case such expense is less than the sum which would have been payable under this Agreement if the same had been completed by the Contractor, then Contractor shall receive the difference. In case such expense is greater than the sum which would have been payable under this Agreement if the same had been completed by said Contractor, then the Contractor and/or its surety (ies) shall pay the amount of such excess to the City; or

- (2) the City may (under sealed bids when and in the manner required by law) let the contract to another Contractor for the completion of the work under substantially the same terms and conditions which are provided in this Agreement. In the case of any increase in cost to the City under the new contract as compared to what would have been the cost under this Agreement, such increase shall be charged to the Contractor and its surety (ies) shall be and remain bound therefor. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this Agreement, the Contractor and/or its surety (ies) shall be credited therewith.

(d) Remedies Cumulative. The remedies in this section are cumulative and nothing herein shall be deemed a waiver of any other remedy available to the City under this Agreement, including its remedies upon default provided herein above.

#### **Section 9. Insurance**

Contractor shall during the term hereof maintain in full force and effect all policies of insurance reasonably required by City and in compliance with the Contract Documents. Contractor's obligation to provide acceptable certificates of insurance is a material condition of this Agreement, and services under this Agreement shall not commence until certificates of insurance have been received, reviewed, and accepted by City. The minimum coverages and limits of liability for the policies of insurance required under this Agreement are maintained by and accessible through the City's purchasing department.

#### **Section 10. Indemnification**

(a) Release of liability. CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY'S OBLIGATIONS HEREUNDER.

(b) Contractor's Indemnity Obligation. CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY CONTRACTOR'S PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE, IN WHOLE OR IN PART, FROM OR ARE ATTRIBUTED TO THE GROSS NEGLIGENCE OF CITY, IN WHICH CASE CONTRACTOR SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF

NEGLIGENCE ATTRIBUTED TO CONTRACTOR AND/OR ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

(c) Notice of Claim(s). Contractor shall promptly advise City in writing of any claim or demand against the City, related to or arising out of Contractor's acts or omissions under this Agreement and shall see to the investigation and defense of such claims or demand at Contractor's sole cost and expense; provided, that City, at its option and at its own expense, may participate in such defense without relieving Contractor of any of its obligations hereunder.

CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 11 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

### **Section 11. Notice**

All notices required by this Agreement shall be in writing and addressed to the parties at the addresses set forth on the signature page(s) of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All notices shall be delivered by (a) personal delivery, (b) certified or registered mail (in each case, return receipt requested, postage prepaid), (c) nationally recognized overnight courier (with all fees pre-paid), or (d) email of a pdf document containing the required notice. Such notice or document shall be deemed to be delivered or given, whether actually received or not, (i) when received if delivered or given in person, (ii) if sent by United States mail, three (3) business days after being deposited in the United States mail as set forth above, (iii) on the next business day after the day the notice or document is provided to a nationally recognized carrier to be delivered as set forth above, or (iv) if sent by email, the next business day. A confirmation of delivery report which reflects the time that the email was delivered to the recipient's last notified email address is prima facie evidence of its receipt by the recipient, unless the sender receives a delivery failure notification, indicating that the email has not been delivered to the recipient.

### **Section 12. Sales and Use Taxes**

Contractor understands and acknowledges that City is a governmental entity and exempt from the payment of sales and use taxes for certain materials and equipment conveyed to City as part of this Project or otherwise incorporated into the Project. City agrees to provide Contractor such documentation as may otherwise be required by state law to allow Contractor to avoid payment of sales and uses taxes for materials and equipment with respect to the Project to the extent allowed by law.

### **Section 13. Texas Government Code Verifications**

(a) Contractor's execution of this Agreement shall serve as its acknowledgement and written verification that:

(1) the requirements of Subchapter J, Chapter 552, Government Code, apply to this Agreement and Contractor agrees that the Agreement can be terminated if Contractor knowingly or intentionally fails to comply with a requirement of that subchapter;

(2) pursuant to Texas Government Code Chapter 2270, that Contractor's organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement; and

(3) pursuant to Texas Government Code Chapter 2251, that Contractor's organization does not current discriminate against firearm and ammunition industries and will not for the term of the contract. Discriminating means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

**Section 14. Miscellaneous**

(a) Contractor shall not assign or sublet this Agreement, in whole or in part, without the prior written consent of City. (b) Contractor shall comply with all federal, state, county and municipal laws, ordinances, resolutions, regulations, rules, policies, orders, and directives applicable to the services under this Agreement. (c) The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the state district courts of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said courts. (d) This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. (e) The exhibits attached hereto, if any, are incorporated herein and made a part hereof for all purposes. (f) Unless expressly provided otherwise herein, this Agreement may only be modified, amended, supplemented or waived by a mutual written agreement of the parties. (g) In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. (h) Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination. (i) This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties. (j) Each party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement. (k) Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY –  
SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

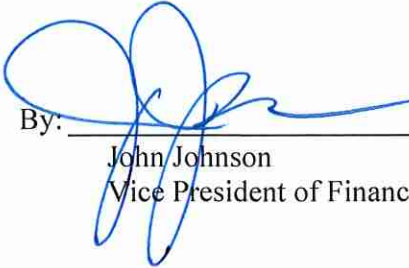
For City:

For Contractor:

TOWN OF ADDISION, TEXAS

STRIPE-A-ZONE, LLC

By: \_\_\_\_\_  
David Gaines  
City Manager

By:  \_\_\_\_\_  
John Johnson  
Vice President of Finance

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

Date: 03/18/2024

Notice Address:

Notice Address:

Town of Addison  
Attn: City Manager  
P.O. Box 9010  
Town of Addison, Texas 75001  
E: dgaines@addisontx.gov

Stripe-A-Zone, LLC  
Attn: John Johnson, Vice President of Finance  
2714 Sherman St  
Grand Prairie, Texas 75051  
E: jjohnson@stripe-a-zone.com

## City Council (FY24)

4. i.

**Meeting Date:** 03/26/2024

**Department:** Public Works

**Pillars:** Optimize the Addison Brand

**Milestones:** Continue to enhance and promote Addison's Identity

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### **AGENDA CAPTION:**

Consider action on approving Change Order #2 with Dean Electric, Inc. (d/b/a Dean Construction) for the Streetscape & Trail Improvements - Vitruvian Park Public Infrastructure Phase 9, Block 701 Project and authorizing the City Manager to execute the agreement in an amount not to exceed \$102,000.

### **BACKGROUND:**

The purpose of this item is to approve Change Order #2 for the Streetscape & Trail Improvements - Vitruvian Park Public Infrastructure Phase 9, Block 701, to add 600 linear feet of a screening fence along the side trail.

Vitruvian Park Public Infrastructure Phase 9, Block 701, is located at the northeast corner of Vitruvian Way and Bella Lane and is part of the Vitruvian Development. The Master Facilities Agreement (MFA) between the Town and UDR provides, among other things, the allocation and expenditure of funds to design and construct the public infrastructure improvements necessary to support the development.

On July 11, 2023, the City Council approved the construction contract for the Streetscape and Trail Improvements Project, awarded to Dean Construction, for an amount not to exceed \$659,872.48.

Change Order #1 was executed in January for additional contract time due to delays and coordination with the vertical construction of the Townhomes.

Change Order #2 is needed to add a concrete mow strip and decorative composite fence to the east of the trail to continue where the current mortar screening wall stops and extend it north to Spring Valley Road. This was noticed on the punch list walkthrough with the contractor, and the Parks Department proposed this as a solution.

A total budget of \$2,625,618 in bond funds is allocated in the MFA as part of phase nine of the Vitruvian Development. If this change order is approved, \$1,025,772.50 will remain in Town funds for use in phase nine. As per the MFA, any funds necessary for public infrastructure for the remaining portions of Phase

9 in excess of this amount will be provided by UDR.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Change Order # 2 - Dean Construction

Screening Fence Detail

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TOWN OF ADDISON CHANGE ORDER FORM

Change Order Number 2
Contract: Streetscape and Trail Improvements Vitruvian Townhomes
Project Manager: Todd Weinheimer
Date: 03/12/2024

A. INTENT OF CHANGE ORDER

Addition of \$102,000 to Dean Construction's Contract for Streetscape and Trail Improvements of Vitruvian Townhomes.

B. REASON FOR CHANGE

To add a concrete mow strip and decorative composite fence to the east of the trail to pick up where the current screening wall stops then extend it north with the fence to Spring Valley Road, 600 linear feet. Please see attached proposal for any further information.

C. EFFECT OF CHANGE ON CONTRACT PRICE

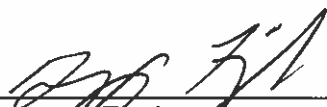
This change order will have the following effect on the cost on this contract:

Table with 2 columns: Description, Amount. Rows include Original Contract Amount (\$659,872.48), Change Order #1 (\$0), Amount of this Change Order #2 (\$102,000), and Revised Contract Amount (\$761,872.48).

D. AGREEMENT

By the signatures below, duly authorized agent of the Town of Addison, Texas and Dean Electric, Inc. do hereby agree to append this Change Order Number 2 to the fiscal year 2024 between themselves, for the contract dated 07/12/2023.

Contractor Information:
Dean Construction
701 Hall Street
Cedar Hill, TX

  
\_\_\_\_\_  
Gregory Firebaugh  
President

3-13-24  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Shannon Hicks, P.E.  
Director, Public Works and Engineering

\_\_\_\_\_  
Date

\_\_\_\_\_  
David Gaines  
City Manager

\_\_\_\_\_  
Date



**Dean Construction**

701 Hall St  
Cedar Hill, TX 75104

Phone # 9722917153  
Fax # 972.291.7172

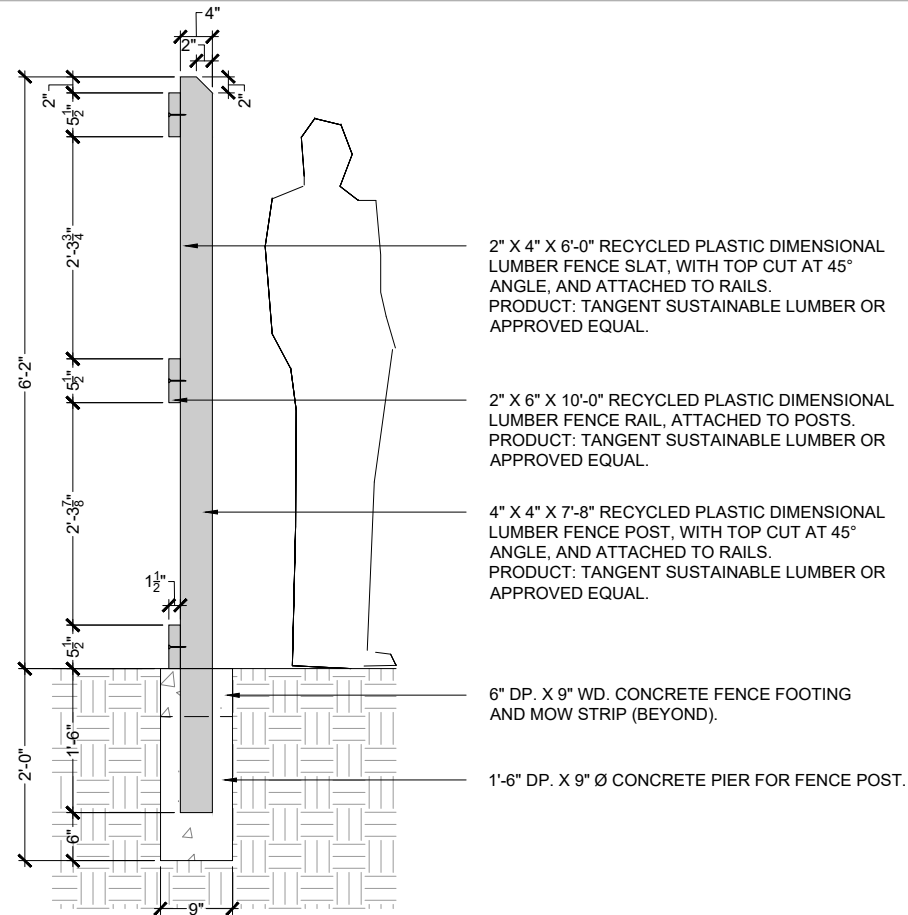
# Estimate

Date	Estimate #
2/22/2024	5436-FENCE

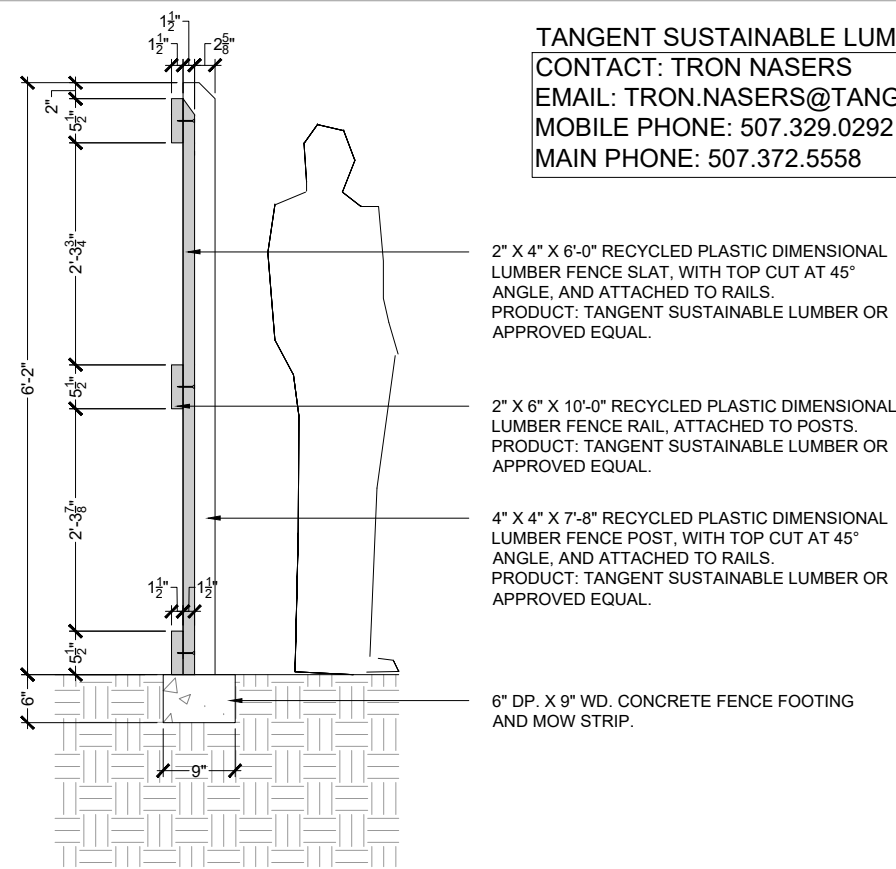
Name / Address
Town of Addison 16801 Westgrove Drive Addison, TX 75001

Project
5436 - Vitruvian St...

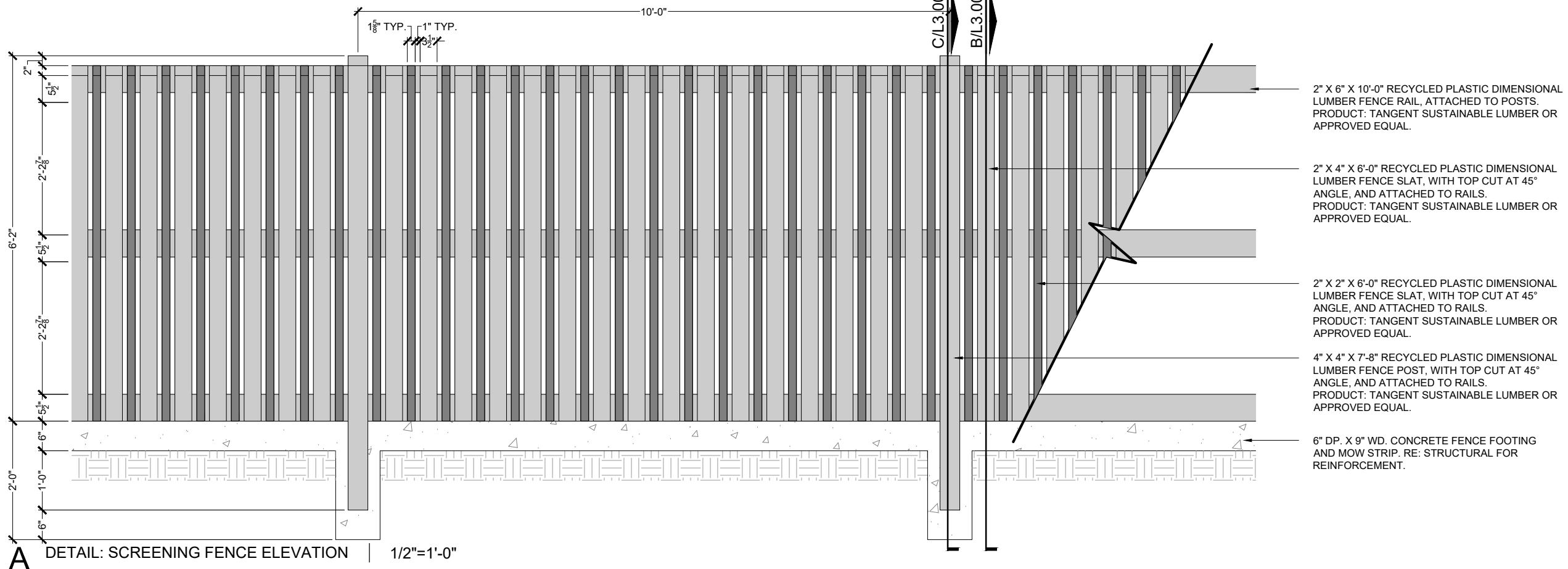
Description	Qty	Cost	Total
VITRUVIAN STREETSCAPES & TRAILS - FENCE ADD ON Complete survey of area where fence is to be installed, install mow strip and 600' of composite fence in dark brown color. Include plant removal and replacement. Composite fence is on a 4-5 week lead time	1	102,000.00	102,000.00
Thank you for your consideration		<b>Total</b>	\$102,000.00



**C** DETAIL: SCREENING FENCE POST SECTION | 1/2"=1'-0"



**B** DETAIL: SCREENING FENCE SECTION | 1/2"=1'-0"



**A** DETAIL: SCREENING FENCE ELEVATION | 1/2"=1'-0"

**TANGENT SUSTAINABLE LUMBER**

CONTACT: TRON NASERS  
 EMAIL: TRON.NASERS@TANGENTMATERIALS.COM  
 MOBILE PHONE: 507.329.0292  
 MAIN PHONE: 507.372.5558



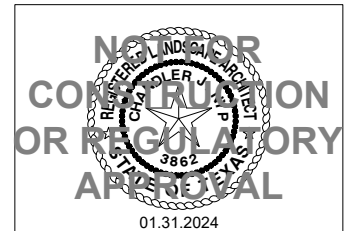
**TOWN OF ADDISON**

**VITRUVIAN PH 9 BLOCK 701 STREET  
 SCAPE AND TRAIL IMPROVEMENTS**

**HARDSCAPE DETAILS**

DRAWING TITLE

PROJECT TITLE



01.31.2024

REV #	REVISION DESCRIPTION	DATE

DATE	01-31-2024	SHEET #
DRAWN	CHANDLER NYP	<b>L3.00</b>

**City Council (FY24)**

4. j.

**Meeting Date:** 03/26/2024

**Department:** Public Works

**Pillars:** Excellence in Asset Management

**Milestones:** Implement the Asset Management Plan in accordance with the Asset Management Policy, utilizing information systems

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**AGENDA CAPTION:**

Consider action on a Resolution approving an agreement between the Town of Addison and Uretex USA, Inc. for the soil stabilization of the Hutton Branch Outfall Project using foam injection and authorizing the City Manager to execute the agreement in an amount not to exceed \$86,100.

**BACKGROUND:**

The purpose of this item is to approve an agreement with Uretex USA, Inc. to inject foam and stabilize the soil underneath the concrete slopes for the Hutton Branch Outfall Improvements Project.

These services will be purchased through BuyBoard. This state-wide collective purchasing agency bids out services and products for its members to provide the leverage needed for better pricing on products, equipment, and services.

Following inspections conducted by town staff, potential structural issues necessitating repair were identified at the outfall location at 16304 Midway Road. Collaborating with Garver Engineering, the Town conducted a comprehensive assessment of the outfall and received recommendations for necessary repairs. A decision package was then prepared and submitted during the Fiscal Year 2024 (FY24) budget process, securing approval for the proposed improvements.

The initial construction phase for these improvements involves soil stabilization through foam injection beneath the sloped concrete channel structures. This phase will address soil instability, curbing further erosion underneath the concrete slopes, thereby ensuring the structural integrity of the outfall.

This project was approved as a decision package as a part of the FY24 budget process and is budgeted in the FY24 Stormwater Operations and Maintenance budget.

**RECOMMENDATION:**

Administration recommends approval.

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## **Attachments**

Resolution - Uretek USA

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

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, APPROVING AN AGREEMENT WITH URETEK USA, INC. FOR HUTTON BRANCH SPILLWAY CONCRETE STABILIZATION AND REPAIR SERVICES IN CONFORMANCE WITH PROPOSAL NO. 635-21; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council desires to authorize an agreement for concrete stabilization and repair services in conformance with Proposal No. 635-21 submitted by Urettek USA, Inc. through a BuyBoard Contract.

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

**SECTION 1.** The City Council hereby approves the contractor agreement between the Town of Addison and Urettek USA, Inc. for concrete stabilization and repair services at Hutton Branch Spillway in conformance with Proposal No. 635-21, in an amount not-to-exceed of \$86,100, a copy of which is attached to this Resolution as **Exhibit A**. 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 **26<sup>th</sup>** day of **MARCH 2024**.

**TOWN OF ADDISON, TEXAS**

\_\_\_\_\_  
Bruce Arfsten, Mayor

**ATTEST:**

\_\_\_\_\_  
Valencia Garcia, Interim City Secretary

# EXHIBIT A

## **CONTRACT SERVICES AGREEMENT**

Concrete Stabilization and Repair Services at Hutton Branch Spillway  
Proposal #635-21

This Contract Services Agreement (“Agreement”) is made by and between the **Town of Addison, Texas** (“City”), and **Urettek USA, Inc.** (“Contractor”) (each a “party” and collectively the “parties”), acting by and through their respective authorized representatives.

### **RECITALS**

**WHEREAS**, City desires to engage Contractor to perform certain work and services, hereinafter referred to only as “services”, as further specified in the Scope of Services defined in Section 1 of this Agreement; and

**WHEREAS**, Contractor has expressed a willingness to perform said services in conformance with this Agreement.

**NOW, THEREFORE**, for and in consideration of the covenants and promises made one to the other herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### **Section 1. Scope of Services**

Contractor agrees to provide the necessary services, labor, materials, equipment and supplies for the performance related to the for concrete stabilization and lift repair services at Hutton Branch Spillway project for FY23-24 (the “Services”), such services being more fully described herein and pursuant to the Proposal for Services attached hereto as **Exhibit “A”** and incorporated herein by reference (the “Scope of Services”). Contractor shall not be entitled to any claim for extra services, additional services or changes in the services, except as expressly authorized in writing in advance by City.

This Agreement is a part of the “Contract Documents”, which include:

- (1) This Agreement, including all exhibits and addenda hereto;
- (2) City’s Solicitation for Bid #635-21;
- (3) City’s written notice(s) to proceed to the Contractor;
- (4) Properly authorized change orders;
- (5) Contractor’s Proposal for Services (**Exhibit A**); and
- (6) Any other materials distributed by the City that relate to the services.

#### **Section 2. Term of Agreement**

The term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and shall continue until September 30, 2024 (“Expiration Date”), unless sooner terminated as provided in Section 9, below. Notwithstanding the foregoing, City may extend the term of this Agreement beyond the Expiration Date as necessary to allow Contractor to complete all services requested and initiated prior to the Expiration Date.

#### **Section 3. Contractor’s Obligations**

(a) Performance of Services. To the extent reasonably necessary, Contractor may engage the services of any agents, assistants, or other persons that Contractor may deem proper to assist in the performance of the services under this Agreement; provided, that Contractor shall be responsible for all costs related thereto, except as expressly authorized in writing in advance by City.

(b) City will endeavor to provide such rights of access on any project site as may be reasonably necessary for Contractor to perform any necessary studies, surveys, tests or other required investigations in relation to the services; provided, that City shall have no obligation to (i) provide off-site access, (ii) provide access to private property for which City does not have an existing right to access, nor (ii) incur any costs associated with the access to be provided under this Agreement.

(c) Standard of Care. Contractor shall perform the services with the skill and care ordinarily provided by competent Contractors practicing in the same or similar locality and under the same or similar circumstances and Contractor licenses. Contractor shall be responsible for the Contractor quality, technical accuracy, and the coordination of all services under this Agreement. Contractor shall, without additional compensation, correct or revise any errors or deficiencies in the services. Contractor shall further make, without expense to City, such revisions to the services as may be required to meet the needs of City and which are within the Scope of Services.

(d) Additional Services. Should City require additional services not included under this Agreement, Contractor shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by City; and without decreasing the effectiveness of the performance of services required under this Agreement.

(e) No Waiver of City's Rights. Neither City's review, approval, acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to City in accordance with applicable law for any damages to City caused by Contractor's negligent performance of any of the services furnished under this Agreement.

(f) Independent Contractor. It is understood and agreed by and between the parties that Contractor, while performing under this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with Contractor's actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third-party beneficiary to this Agreement.

(g) Inspection of Records. Contractor grants City and its designees the right to audit, examine or inspect, at City's election, all of Contractor's Records relating to the performance of services under this Agreement, during the term of the Agreement and any retention period herein. City's audit, examination or inspection of Contractor's Records may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Contractor agrees to retain Contractor's Records for a minimum of four (4) years following termination of the Agreement, unless there is an ongoing dispute under the contract; then, such retention period shall extend until final resolution of the dispute. "Contractor's Records" shall include any and all information, materials and data of every kind and character generated as a result of the services under this Agreement. City agrees that it will exercise its right to audit, examine or inspect Contractor's Records only during regular business hours. Contractor agrees to allow City and its designees access to all of Contractor's Records, Contractor's facilities and the current or former

employees of Contractor, deemed necessary by City or its designee(s), to perform such audit, inspection or examination.

(h) Confidential Information. Contractor agrees it will notify City in writing if it considers specific information to be confidential or proprietary trade secrets and will use its best efforts to clearly mark all such information as “Confidential” and/or “Proprietary – Trade Secret” at the time it is delivered or made accessible to City. City acknowledges that all such designated information is considered by Contractor to be confidential and the exclusive property of Contractor. Notwithstanding the foregoing, Contractor acknowledges that this Agreement, and all services performed hereunder, are subject to the legal requirements of the Texas Public Information Act and that City will have no obligation to protect or otherwise limit disclosure of any confidential or proprietary information if Contractor has not notified City of such designation in conformance with this section. Contractor agrees and covenants to protect any and all proprietary rights of City in any materials provided to Contractor. Additionally, any materials provided to Contractor by City shall not be released to any third party without the consent of City and shall be returned intact to City upon termination or completion of this Agreement or if instructed to do so by City. In the event City delivers to Contractor information that it has expressly marked “Confidential” or has notified Contractor is confidential or is the proprietary information of a third-party, Contractor agrees it shall not disclose to anyone directly or indirectly during the term of this Agreement or at any time thereafter, any such information, nor shall it use any such information for any purpose other than in connection with Contractor’s performance of the services under this Agreement. Contractor shall further, at its own expense, defend all suits or proceedings instituted against City and pay any award of damages or loss resulting from an injunction, against City, insofar as the same are based on any claim that materials or services provided under this Agreement constitute an infringement of any patent, trade secret, trademark, copyright or other intellectual property rights.

(i) Certification of No Conflicts. Contractor hereby warrants to the City that Contractor has made full disclosure in writing of any existing or potential conflicts of interest related to Contractor's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Contractor hereby agrees immediately to make full disclosure to the City in writing.

#### **Section 4. Performance Schedule**

(a) Time for Performance. Contractor shall perform all services as provided for under this Agreement in a proper, efficient, timely, and Contractor manner in accordance with City's requirements. In the event Contractor's performance of this Agreement is delayed or interfered with by acts of the City or others, Contractor may request an extension of time in conformance with this Section 4 for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

(b) Extensions; Written Request Required. No allowance of any extension of time, for any cause whatever (including an event of Force Majeure as defined herein), shall be claimed or made to Contractor, unless Contractor shall have made written request upon City for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless City and Contractor have agreed in writing upon the allowance of additional time to be made.

#### **Section 5. Payment.**

(a) Payment Terms. City agrees to pay Contractor for all services authorized in writing and properly performed by Contractor in general conformance with the fee schedule established in the Scope of Services, subject to changes in the Scope of Services or additional services agreed upon in writing. Unless

otherwise agreed by the parties, all payments to Contractor by City shall be based on detailed monthly invoices submitted by Contractor for work performed and accepted by City, less any previous payments. Payment will be due within thirty (30) days of the City's receipt and acceptance of an approved invoice. Notwithstanding the foregoing, City reserves the right to delay, without penalty, any payment to Contractor when, in the opinion of City, Contractor has not made satisfactory progress on any component of the services described in the Scope of Services

(b) Compensation. Contractor's total compensation under this Agreement shall not exceed EIGHTY-SIX THOUSAND ONE HUNDRED DOLLARS (\$86,100.00) (the "Contract Price") during the term hereof. The Contract Price includes the following components:

Location: Hutton Branch Spillway - 330' x 16'  
0' - 12,000 LBS @ \$6.00/LB = \$72,000.00  
-4' - 2,100 LBS @ \$6.00/LB = \$12,600.00  
Mobilization - 1 Each @ \$1,500.00  
Total Estimate: \$86,100.00

(c) Deductions. City may deduct from any amounts due or to become due to Contractor any sum or sums owing by Contractor to City. In the event of any breach by Contractor of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against City, or City's premises, arising out of Contractor's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Contractor an amount sufficient to completely protect City from any and all reasonably anticipated loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Contractor.

(d) Appropriation of Funding. All payments made hereunder shall be paid solely from lawfully available funds that have been appropriated by the City. Under no circumstances shall the City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, the City shall have no obligation or liability to pay any amount due under this Agreement unless the City appropriates funds to make such payment during the budget year in which said amount is payable; provided that during the term of this Agreement the City will take such steps as necessary to appropriate funding for the services each fiscal year in an amount sufficient to satisfy the reasonably anticipated payment(s) that will become due to Contractor during the ensuing fiscal year. City shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by the Contractor. None of the City's obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

## **Section 6. Default; Force Majeure**

(a) Default; Notice to Cure. A party shall be deemed in default under this Agreement if the party is in breach of a material provision of this Agreement and said breach is not cured within fifteen (15) days written notice of default by the other party. In the event the breaching party has notified the other party in writing that it is diligently working to cure the breach and has provided reasonable evidence in support of the same, the breaching party shall not be deemed in default until the thirtieth (30<sup>th</sup>) day following the non-breaching party's notice of default.

(b) Default by Contractor. In addition to default under Section 6(a) above, Contractor shall be in default under this Agreement if Contractor fails to comply or becomes disabled and unable to comply

with the provisions of this Agreement related to Contractor's performance of the services, including the quality or character of the services or time of performance for any material component of the services. If such default is not corrected within five (5) days from the date of City's written notice to Contractor regarding the same, City may, at its sole discretion without prejudice to any other right or remedy:

- (i) Terminate this Agreement and be relieved of the payment of any further consideration to Contractor except for all services determined by City to be satisfactorily completed prior to termination. Payment for services satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Contractor to and from meetings called by City at which Contractor is required to attend, but shall not include any loss of profit of Contractor. In the event of such termination, City may proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by re-subletting to others; or
- (ii) City may, without terminating this Agreement or taking over the services, furnish the necessary labor, materials, equipment, supplies and/or assistance necessary to remedy the situation, at the expense of Contractor.

(c) Force Majeure. To the extent either party of this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, or a government restriction, quarantine or mandatory closure order enacted in response to a pandemic or other public health crises, or other specific cause reasonably beyond the parties control and not attributable to its malfeasance, neglect or nonfeasance (each an event of "Force Majeure"), the time for performance of such obligation (other than a payment obligation) may be extended for a period equal to the time lost by reason such event, provided, that the party complies with the provisions of this section. Specifically, the party asserting Force Majeure (i) shall give prompt notice to the other party of the prevention of performance as soon as the asserting party is reasonably aware of such prevention, and (ii) has the burden of demonstrating (1) how and why their performance was so prevented, (2) the period of time during which they were so prevented from performing (which under the facts may be equal to, or shorter or longer than, the duration of the Force Majeure event itself), and (3) that the party used commercially reasonable efforts to mitigate and/or eliminate such prevention and resumed performance under this Agreement as soon as reasonably practicable.

## **Section 7. Termination; Suspension**

(a) Termination Upon Default. Either party may terminate this Agreement upon written notice if the other party is in default of this Agreement, subject to the defaulting party's right to cure in conformance with the terms of this Agreement.

(b) Termination by City. City shall be entitled to terminate this Agreement, with or without cause, by providing thirty (30) days prior written notice to Contractor.

(c) Termination Following Request for Modification. Should City require a modification of this Agreement with Contractor, and in the event City and Contractor fail to agree upon a modification to this Agreement, City shall have the option of terminating this Agreement and Contractor's services hereunder at no additional cost other than the payment to Contractor, in accordance with the terms of this Agreement, for the services reasonably determined by City to be properly performed by Contractor prior to such termination date.

(d) Suspension. City reserves the right to suspend this Agreement for the convenience of City by issuing a written notice of suspension which shall describe City's reason(s) for the suspension and the expected duration of the suspension. Such expected duration shall, in no way, guarantee what the total number of days of suspension shall occur. Such suspension shall take effect immediately upon Contractor's receipt of said notice. Should such suspension extend past the expected duration identified by City in its latest notice of suspension, Contractor shall have the right to terminate this Agreement if Contractor if (i) Contractor provides not less than thirty (30) days prior written notice to City requesting to recommence the services, and (ii) City does not recommence the services within the time requested.

## **Section 8. Insurance**

Contractor shall during the term hereof maintain in full force and effect all policies of insurance reasonably required by City. Contractor's obligation to provide acceptable certificates of insurance is a material condition of this Agreement, and services under this Agreement shall not commence until certificates of insurance have been received, reviewed, and accepted by City. The coverages and limits of liability for the policies of insurance required under this Agreement are maintained by and accessible through the City's purchasing department.

## **Section 9. Indemnification; Notice**

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY INDEMNITEES") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY INDEMNITEES. CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS THE CITY INDEMNITEES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE NEGLIGENCE OR WILFUL MISCONDUCT OF A CITY INDEMNITEE, IN WHOLE OR IN PART, IN WHICH CASE CONTRACTOR SHALL INDEMNIFY THE CITY INDEMNITEE TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONTRACTOR, ITS OFFICERS, AGENTS, OR EMPLOYEES AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

Notices of Claim. Contractor shall promptly advise City in writing of any claim or demand against the City, related to or arising out of Contractor's acts or omissions under this Agreement and shall see to the investigation and defense of such claims or demand at Contractor's sole cost and expense; provided, that City, at its option and at its own expense, may participate in such defense without relieving Contractor of any of its obligations hereunder. Contractor's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by Contractor under this Agreement.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR A PERIOD OF FOUR (4) YEARS.

**Section 10. Notice.**

All notices required by this Agreement shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or e-mail of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the notice has complied with the requirements of this section.

**Section 11. Verifications by Contractor**

Contractor's execution of this Agreement shall serve as its formal acknowledgement and written verification that:

(a) if the requirements of Subchapter J, Chapter 552, Government Code, apply to this Agreement and Contractor agrees that the Agreement can be terminated if Contractor knowingly or intentionally fails to comply with a requirement of that subchapter;

(b) pursuant to Texas Government Code Chapter 2270, that Contractor's organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement; and

(c) pursuant to Texas Government Code Chapter 2251, that Contractor's organization does not current discriminate against firearm and ammunition industries and will not for the term of the contract. Discriminating means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

**Section 12. Miscellaneous**

(a) Contractor shall not assign or sublet this Agreement, in whole or in part, without the prior written consent of City. (b) Contractor shall comply with all federal, state, county and municipal laws, ordinances, resolutions, regulations, rules, and orders applicable to the services under this Agreement. (c) The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the state district courts of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said courts. (d) This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. (e) The exhibits attached hereto, if any, are incorporated herein and made a part hereof for all purposes. (f) Unless expressly provided otherwise herein, this Agreement may only be modified, amended, supplemented or waived by a mutual written agreement of the parties. (g) In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. (h) Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining

to a period of time following the termination of this Agreement shall survive termination. (i) This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties. (j) Each party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement. (k) Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -  
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date of last signature hereof (the "Effective Date").

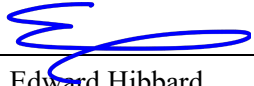
For City:

For Contractor:

TOWN OF ADDISON, TEXAS

URETEK USA, INC.

By: \_\_\_\_\_  
David Gaines  
City Manager

By: \_\_\_\_\_  
  
Edward Hibbard  
President

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

Date: 3/19/2024

Notice Address:

Notice Address:

Town of Addison  
Attn: City Manager  
P.O. Box 9010  
Town of Addison, Texas 75001

Uretek USA, Inc.  
Attn: Andy Malhoit, Regional Development Manager  
P.O. Box 1929  
Tomball, Texas 77377  
amalhiot@uretekusa.com

**EXHIBIT A**  
**Proposal for Services**  
Proposal #635-21

(attached)

# PROPOSAL FOR SERVICES

**Prepared for:**

Shannon Hicks

City of Addison, TX

City of Addison - Multiple Locations - 24/03

**Prepared by:**

Andy Malhiot

Regional Development Manager

**URETEK USA, Inc.**

(214) 930-0665

[amalhiot@uretekusa.com](mailto:amalhiot@uretekusa.com)

[www.uretekusa.com](http://www.uretekusa.com)

**Proposal date:**

March 13, 2024

Shannon,

URETEK USA, Inc. is pleased to present this proposal for our safe, non-intrusive, and long-lasting polymer repair solutions. URETEK pioneered and refined the polymer ground injection technology in use today. We have 30 years in the business and over 100,000 (and counting) successful projects to date.

### **Scope of Work:**

The City of Addison has asked URETEK to evaluate multiple locations where concrete panels are failing due to erosion of the subgrade. URETEK will inject to stabilize and lift the areas back to grade, while also filling any voids underneath. We are expecting to complete this project in 28 working days, weather permitting.

URETEK USA hereby proposes to furnish all equipment, labor, materials and supervision, unless noted otherwise, to complete the scope of work described above. Changes to the Scope of Work such as an extension of the repair area and/or unforeseen conditions will be performed via Change Order. URETEK USA will notify you immediately upon discovery of any unforeseen conditions as URETEK USA will not proceed with any additional work without your prior written approval.

This work shall consist of soil densification to strengthen base and sub-base soils under flexible asphalt, concrete, or composite pavement, by furnishing and injecting expansive polyurethane material into the foundation soils beneath the pavement through holes or injection tubes inserted into drilled holes at locations and depths, as shown on the plans or as directed by the Engineer, while monitoring for movement at the surface. If necessary, injection of material shall continue as needed to lift the pavement to grade.

This problem can be addressed by utilizing the URETEK Deep Injection® (UDI) or the URETEK Method® process in conjunction with our URETEK 486 STAR® hydro-insensitive polymer.

### **Construction Details:**

URETEK will perform the following operations:

- If required, Dynamic Cone Penetrometer (DCP) tests at locations chosen by the URETEK Supervisor will be executed. DCP tests will be used to confirm existing subgrade and/or foundation soil conditions, to locate voids, and to assist in determining or confirming injection depth(s). This plan will include depths, spacing, and pattern for all injections. If testing shows additional injection levels are needed, the URETEK Project Manager will get approval from the client prior to proceeding.
- Pavement Profile will be taken every 10 ft. in a longitudinal direction on edges and center of work area. Profile spots will be taken before and after injections and documented for review. During the procedure for void fill and/or pavement lifting, injections will be monitored by laser level, dial indicator, and/or string line.
- For UDI, holes will be vertically drilled to a depth sufficient to penetrate below the pavement and into the subgrade. Injection tubes will be inserted to the required depth(s) determined by the DCP test results. The holes shall be sufficiently spaced to fill voids and realign the pavement.

- Production units will have mounted proportion pumps capable of maintaining proper polyurethane component material temperature, material pressure and proper mixing of component materials.
- Certified and calibrated Flow Meters will read injected material amounts of components ("A" + "B").

**Proposed Cost:**

**Location: Hutton Branch Spillway - 330' x 16'**

0' - 12,000 LBS @ \$6.00/LB = \$72,000.00

-4' - 2,100 LBS @ \$6.00/LB = \$12,600.00

Mobilization - 1 Each @ \$1,500.00

**Total Estimate: \$86,100.00**

This pricing is valid for up to 30 days from the date of this proposal.

**Changes to Scope of Work:**

All change orders must be approved in writing and signed on behalf of URETEK and the project site representative.

**Items not Included in Quote:**

Bonding/Bond Participation, Saw Cutting, Sales Tax, Joint/Crack Sealing, Milling of Existing Asphalt Wedges (if required)

**Payment Terms:**

If agreement is by the pound, client will only pay for product installed. Payment terms are net 30 unless the contract states differently.

**BuyBoard National Purchasing Cooperative:**

URETEK is able to accept purchase orders directly through BuyBoard (<https://www.buyboard.com>). Pricing is based off of BuyBoard Contract #635-21.

**Warranty:**

URETEK will provide a two-year unconditional warranty against settlement of more than 1/2" in pavement structures that have been injected. In the unlikely event that movement of more than 1/2" occurs in the injected pavement structure, URETEK will return to inject the pavement structure to lift to proper grade at no charge to the owner. If traffic control is not included in this proposal, URETEK would require that any traffic control required to perform the warranty work be provided by the owner.

Any bonded project shall only provide a one-year warranty from date of substantial completion. This shall not impact the URETEK two-year unconditional warranty described above.

**This warranty shall be null if:**

- The DCP tests reveal problems deeper than the approved injection plan and the client chooses not to address those problems at the time of this project.

- The client does not perform joint repair and/or crack sealing after URETEK completes their work on the pavement.

### **Concealed or Unknown Conditions:**

It is the responsibility of the owner to provide as-built drawing and site condition information to URETEK before our crew gets on-site to work on a project for the owner. Site condition information includes, but not limited to soil borings reports, pavement structure drawings, water table information, and architectural drawings of structures in the work area. If it is known that there is underground infrastructure: pipes, culverts, duct banks, conduit, etc. in the proposed work area, the owner must identify them prior to work being started. URETEK will be placing tubes into the ground and injecting a low viscosity liquid. While in the liquid phase, the polymer will flow to the weakest area it encounters. If there are cracked or disjointed pipes, culverts, duct banks, conduits, etc., the structure may be infiltrated and filled with polymer. Unless noted by the owner, URETEK will proceed under the assumption that all underground infrastructure is sound. URETEK will not be held responsible for any harm, damage, or costs to repair or replace said structures that are in disrepair or have open joints.

### **Indemnification & Hold Harmless:**

To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Contractor, the Contractor's other subcontractors, the Architect, the Owner and their agents, consultants and employees (the Indemnities) from all claims for bodily injury and property damage other than to the Work itself that may arise from the performance of the Subcontract Work, including reasonable attorneys' fees, costs and expenses, that arise from the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Subcontractor, the Subcontractor's Sub Subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. This indemnity includes if the Subcontractor or any of its agents, employees, suppliers, or lower-tier Subcontractors utilize any machinery, equipment, tools, scaffolding, hoists, lifts or similar items owned, leased, or under the control of the Contractor. The Subcontractor shall be entitled to reimbursement of any defense cost paid above Subcontractor's percentage of liability for the underlying claim to the extent attributable to the negligent acts or omissions of the Indemnities.

### **Schedule:**

Schedule will be discussed between URETEK and client after all paperwork has been approved by both sides. Operations can accommodate day or night/weekday and/or weekend work depending on the client's schedule. Traffic can be returned to the project area 15 minutes after our last injection.

### **Merit Shop Contractor:**

URETEK USA, Inc. is a merit shop contractor and all services provided by this proposal will be on a merit shop basis. All reference to labor agreement of any kind, or alluded to, in a contract in principle or a sub-contract, are set aside and not part of this proposal.

### **Operating Classification:**

Primary NAICS:

237310 - Highway, Street, and Bridge Construction

Secondary NAICS:

237110 - Water and Sewer Line and Related Structures Construction

237990 - Railroad Construction & Other Heavy and Civil Engineering Construction

236118 - Remodeling Construction

236210 - Industrial Building Construction

236220 - Construction (including new work, additions, alterations, maintenance, and repairs) of  
Commercial and Institutional Buildings and Related Structures

238190 - Other Foundation, Structure, and Building Exterior Contractors

238990 - Specialized Trade and Site Preparation

Unique Entity Identifier (UEI) #: PRF6YC157PH5

DUNS #: 556910990

CAGE code: 1T9Y9

URETEK USA, Inc. is an Equal Opportunity Employer hiring minority, disadvantaged, disabled, and veteran personnel. URETEK can also help you achieve your DBE goals.

**City Council (FY24)**

**4. k.**

**Meeting Date:** 03/26/2024

**Department:** Parks & Recreation

**Pillars:** Gold Standard in Customer Service  
Gold Standard in Public Safety

**Milestones:** Continue to enhance and promote Addison's Identity  
Promote and protect the Addison Way

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**AGENDA CAPTION:**

Consider action on a Resolution approving an agreement with Whirlix, Inc. for the fabrication and installation of a shade structure over the Les Lacs Park pickleball courts in an amount not to exceed \$217,000 and authorizing the City Manager to execute the agreement and provide an effective date.

**BACKGROUND:**

As part of the FY 2024 budget, Council included \$217,000 for the construction and installation of a shade structure with integrated lighting over the pickleball courts at Les Lacs Park. A cooperative purchasing agreement, BuyBoard, was used to obtain pricing for the work proposed by Whirlix, Inc. Their proposal is for \$204,440 and staff included \$12,560 to be utilized as contingency funds for any unforeseen issues that might be identified. Town staff has a long successful history working with Whirlix, an example being the Dome Park play structure. The vendor did let staff know that, due to the complexity of the site (surrounding overhead utilities and canopy trees), their construction methods will require large equipment to drive on the courts and staff should expect damage to the surfacing. Whirlix does not resurface pickleball courts and did not include this repair in their pricing. Staff will have the surfacing repaired following the installation of the shade structure. This item was not anticipated and therefore not included in the budget. Staff will obtain pricing for this work and will work with Finance to identify funding sources if there are no remaining contingency funds to apply for the surfacing. When this information is known, staff will communicate it to Council.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Resolution - Whirlix

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

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT WITH WHIRLIX, INC. FOR THE FABRICATION AND INSTALLATION OF A SHADE STRUCTURE OVER THE LES LACS PARK PICKLEBALL COURTS IN AN AMOUNT NOT TO EXCEED \$217,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Council desires to authorize an agreement with Whirlix, Inc. for the Fabrication and Installation of a shade structure over the Les Lacs Park Pickleball Courts in conformance with the project documents for City Bid No. 24-175 and Buy Board #679-22.

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

**SECTION 1.** The City Council hereby approves the contract agreement between the Town of Addison and Whirlix, Inc. for the Fabrication and Installation of a shade structure over the Les Lacs Park Pickleball Courts in conformance with the project documents identified in the agenda memorandum for this Resolution, in an amount not-to-exceed of \$217,000.00, of which \$12,560 is contingency funds to be used on an as needed basis for unforeseen issues that may be identified during the process. A copy of which is attached to this Resolution as **Exhibit A**. 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 26th day of MARCH, 2024.

**TOWN OF ADDISON, TEXAS**

\_\_\_\_\_  
Bruce Arfsten, Mayor

**ATTEST:**

\_\_\_\_\_  
Valencia Garcia, Interim City Secretary

**CONTRACT SERVICES AGREEMENT**  
Les Lacs Park Pickleball Shade Structure  
[Bid #24-175]

This Contract Services Agreement (“Agreement”) is made by and between the **Town of Addison, Texas** (“City”), and **Whirlix, Inc.** (“Contractor”) (each a “party” and collectively the “parties”), acting by and through their respective authorized representatives.

**RECITALS**

**WHEREAS**, City desires to engage Contractor to perform certain work and services, hereinafter referred to only as “services”, as further specified in the Scope of Services defined in Section 1 of this Agreement; and

**WHEREAS**, Contractor has expressed a willingness to perform said services in conformance with this Agreement.

**NOW, THEREFORE**, for and in consideration of the covenants and promises made one to the other herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Section 1.      Scope of Services**

Upon notice to proceed by City, Contractor agrees to provide the necessary services, labor, materials, equipment and supplies related to the Les Lacs Park Pickleball Courts Shade Structure, such services being more fully described herein and pursuant to the Contract Documents and Contractor’s Proposal attached as **Exhibit A**. Contractor shall not be entitled to any claim for extra services, additional services or changes in the services, except as expressly authorized in writing in advance by City.

**Section 2.      Term of Agreement**

The term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and shall continue until Contractor completes the services required herein to the satisfaction of City and has been paid in full by City, unless sooner terminated in conformance with this Agreement.

**Section 3.      Contract Documents**

This Agreement is a part of the “Contract Documents”, which include:

- (1) This Agreement, including all exhibits and addenda hereto;
- (2) City’s solicitation for bids # 24-175 for BuyBoard #679-22;
- (3) City’s written notice(s) to proceed to the Contractor;
- (4) Contractor’s Proposal attached as **Exhibit A**;
- (5) Properly authorized change orders; and
- (6) Any other materials distributed by the City that relate to the services.

In the event there exists a conflict between any term, provision and/or interpretation of the Contract Documents, the documents shall take precedent and control in the order listed above in this section. If discrepancies are found that may impact construction of the services, it shall be the Contractor’s obligation to seek clarification as to which requirements or provisions control before undertaking any work on that

component of the services. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the services, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair and/or correct that component of the services.

**Section 4. Contractor's Obligations**

(a) Performance of Services. Contractor shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform the services. To the extent reasonably necessary, Contractor may engage the services of any agents, assistants, or other persons that Contractor may deem proper to assist in the performance of the services under this Agreement; provided, that Contractor shall be responsible for all costs related thereto, except as expressly authorized in writing in advance by City.

(b) Standard of Care. Contractor shall perform the services with the skill and care ordinarily provided by competent Contractors practicing in the same or similar locality and under the same or similar circumstances and Contractor licenses. Contractor shall be responsible for the Contractor quality, technical accuracy, and the coordination of all services under this Agreement. Contractor shall, without additional compensation, correct or revise any errors or deficiencies in the services. Contractor shall further make, without expense to City, such revisions to the services as may be required to meet the needs of City and which are within the Scope of Services.

(c) City Directives. Contractor shall comply with and timely execute the City's directives in all matters related to the operation of the City's special events parking including, without limitation, operating procedures, security, traffic control, hours of operation, locations and priority of space assignments, space markings, and general customer service matters. Contractor acknowledges that the parking areas identified in the Contract Documents may vary from time to time and that City retains sole discretion to determine the actual location of the parking areas for all City events.

(d) Customer Claims and Complaints. Contractor shall investigate and report to the City, in a manner satisfactory to the City; all complaints and all claims made for loss of or damage to vehicles or other property related to the services. In the event that any written complaint with respect to Contractor's services under this Agreement is delivered to the Contractor, Contractor agrees that it will deliver a copy of the complaint to the City within twenty-four (24) hours after Contractor's receipt of the complaint and will promptly prepare a response for the City to review, making a good-faith attempt to explain, resolve, or rectify the cause of the complaint. The City reserves the right to respond to such complaint directly.

(e) Additional Services. Should City require additional services not included under this Agreement, Contractor shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by City; and without decreasing the effectiveness of the performance of services required under this Agreement.

(f) No Waiver of City's Rights. Neither City's review, approval/acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor's negligent performance of any of the services furnished under this Agreement.

(g) Independent Contractor. It is understood and agreed by and between the parties that Contractor, while performing under this Agreement, is acting independently, and that City assumes no

responsibility or liabilities to any third party in connection with Contractor's actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third-party beneficiary to this Agreement.

(h) Inspection of Records. Contractor grants City and its designees the right to audit, examine or inspect, at City's election, all of Contractor's Records relating to the performance of services under this Agreement, during the term of the Agreement and any retention period herein. City's audit, examination or inspection of Contractor's Records may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Contractor agrees to retain Contractor's Records for a minimum of four (4) years following termination of the Agreement, unless there is an ongoing dispute under the contract; then, such retention period shall extend until final resolution of the dispute. "Contractor's Records" shall include any and all information, materials and data of every kind and character generated as a result of the services under this Agreement. City agrees that it will exercise its right to audit, examine or inspect Contractor's Records only during regular business hours. Contractor agrees to allow City and its designees access to all of Contractor's Records, Contractor's facilities and the current or former employees of Contractor, deemed necessary by City or its designee(s), to perform such audit, inspection or examination.

(i) Confidential Information. Contractor agrees it will notify City in writing if it considers specific information to be confidential or proprietary trade secrets and will use its best efforts to clearly mark all such information as "Confidential" and/or "Proprietary – Trade Secret" at the time it is delivered or made accessible to City. City acknowledges that all such designated information is considered by Contractor to be confidential and the exclusive property of Contractor. Notwithstanding the foregoing, Contractor acknowledges that this Agreement, and all services performed hereunder, are subject to the legal requirements of the Texas Public Information Act and that City will have no obligation to protect or otherwise limit disclosure of any confidential or proprietary information if Contractor has not notified City of such designation in conformance with this section. Contractor agrees and covenants to protect any and all proprietary rights of City in any materials provided to Contractor. Additionally, any materials provided to Contractor by City shall not be released to any third party without the consent of City and shall be returned intact to City upon termination or completion of this Agreement or if instructed to do so by City. In the event City delivers to Contractor information that it has expressly marked "Confidential" or has notified Contractor is confidential or is the proprietary information of a third-party, Contractor agrees it shall not disclose to anyone directly or indirectly during the term of this Agreement or at any time thereafter, any such information, nor shall it use any such information for any purpose other than in connection with Contractor's performance of the services under this Agreement. Contractor shall further, at its own expense, defend all suits or proceedings instituted against City and pay any award of damages or loss resulting from an injunction, against City, insofar as the same are based on any claim that materials or services provided under this Agreement constitute an infringement of any patent, trade secret, trademark, copyright or other intellectual property rights.

(j) Certification of No Conflicts. Contractor hereby warrants to the City that Contractor has made full disclosure in writing of any existing or potential conflicts of interest related to Contractor's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Contractor hereby agrees immediately to make full disclosure to the City in writing.

**Section 5. Performance Schedule**

(b) Time for Performance. Contractor shall perform all services as provided for under this Agreement in a proper, efficient, timely, and Contractor manner in accordance with City's requirements. In the event Contractor's performance of this Agreement is delayed or interfered with by acts of the City or others, Contractor may request an extension of time in conformance with this Section 5 for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

(c) Extensions; Written Request Required. No allowance of any extension of time, for any cause whatever (including an event of Force Majeure as defined herein below), shall be claimed or made to Contractor, unless Contractor shall have made written request upon City for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless City and Contractor have agreed in writing upon the allowance of additional time to be made.

**Section 6. Payment.**

(a) Payment Terms. City agrees to pay Contractor for all services authorized in writing and properly performed by Contractor in general conformance with Contractor's Proposal, attached hereto as **Exhibit A**. Unless otherwise agreed by the parties, all payments to Contractor by City shall be based on detailed monthly invoices submitted by Contractor for work performed and accepted by City, less any previous payments. Payment will be due within 30 days of the City's receipt and acceptance of an approved invoice. Notwithstanding the foregoing, City reserves the right to delay, without penalty, any payment to Contractor when, in the opinion of City, Contractor has not made satisfactory progress on any component of the services described in the Scope of Services

(b) Compensation. Contractor's total compensation for the services under this Agreement shall not exceed \$217,000.00 (the "Contract Price"), subject to the parties' mutual agreement for Contractor to provide additional services in conformance with this Agreement. City may deduct from any amounts due or to become due to Contractor any sum or sums owing by Contractor to City. In the event of any breach by Contractor of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against City, or City's premises, arising out of Contractor's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Contractor an amount sufficient to completely protect City from any and all reasonably anticipated loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Contractor.

(c) Appropriation of Funding. All payments made hereunder shall be paid solely from lawfully available funds that have been appropriated by the City. Under no circumstances shall the City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, the City shall have no obligation or liability to pay any amount due under this Agreement unless the City appropriates funds to make such payment during the budget year in which said amount is payable; provided that during the term of this Agreement the City will take such steps as necessary to appropriate funding for the Project each fiscal year in an amount sufficient to satisfy the reasonably anticipated payment(s) that will become due to Contractor during the ensuing fiscal year. City shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by the Contractor. None of the City's obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

**Section 6. Default; Force Majeure**

(a) Default; Notice to Cure. A party shall be deemed in default under this Agreement if the party is in breach of a material provision of this Agreement and said breach is not cured within fifteen (15) days written notice of default by the other party. In the event the breaching party has notified the other party in writing that it is diligently working to cure the breach and has provided reasonable evidence in support of the same, the breaching party shall not be deemed in default until the thirtieth (30<sup>th</sup>) day following the non-breaching party's notice of default.

(b) Default by Contractor. In addition to default under Section 6(a) above, Contractor shall be in default under this Agreement if Contractor fails to comply or becomes disabled and unable to comply with the provisions of this Agreement related to Contractor's performance of the services, including the quality or character of the services or time of performance for any material component of the services. If such default is not corrected within ten (10) days from the date of City's written notice to Contractor regarding the same, City may, at its sole discretion without prejudice to any other right or remedy:

- (i) Terminate this Agreement and be relieved of the payment of any further consideration to Contractor except for all services determined by City to be satisfactorily completed prior to termination. Payment for services satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Contractor to and from meetings called by City at which Contractor is required to attend, but shall not include any loss of profit of Contractor. In the event of such termination, City may proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by re-subletting to others; or
- (ii) City may, without terminating this Agreement or taking over the services, furnish the necessary labor, materials, equipment, supplies and/or assistance necessary to remedy the situation, at the expense of Contractor.

(c) Force Majeure. To the extent either party of this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, or a government restriction, quarantine or mandatory closure order enacted in response to a pandemic or other public health crises, or other specific cause reasonably beyond the parties control and not attributable to its malfeasance, neglect or nonfeasance (each an event of "Force Majeure"), the time for performance of such obligation (other than a payment obligation) may be extended for a period equal to the time lost by reason such event, provided, that the party complies with the provisions of this section. Specifically, the party asserting Force Majeure (i) shall give prompt notice to the other party of the prevention of performance as soon as the asserting party is reasonably aware of such prevention, and (ii) has the burden of demonstrating (A) how and why their performance was so prevented, (B) the period of time during which they were so prevented from performing (which under the facts may be equal to, or shorter or longer than, the duration of the Force Majeure event itself), and (C) that the party used commercially reasonable efforts to mitigate and/or eliminate such prevention and resumed performance under this Agreement as soon as reasonably practicable.

**Section 7. Termination; Suspension**

(a) Termination Upon Default. Either party may terminate this Agreement upon written notice if the other party is in default of this Agreement, subject to the defaulting party's right to cure in conformance with the terms of this Agreement.

(b) Termination by City. City shall be entitled to terminate this Agreement, with or without cause, by providing thirty (30) days prior written notice to Contractor.

(c) Termination Following Request for Modification. Should City require a modification of this Agreement with Contractor, and in the event City and Contractor fail to agree upon a modification to this Agreement, City shall have the option of terminating this Agreement and Contractor's services hereunder at no additional cost other than the payment to Contractor, in accordance with the terms of this Agreement, for the services reasonably determined by City to be properly performed by Contractor prior to such termination date.

(d) Suspension. City reserves the right to suspend this Agreement for the convenience of City by issuing a written notice of suspension which shall describe City's reason(s) for the suspension and the expected duration of the suspension. Such expected duration shall, in no way, guarantee what the total number of days of suspension shall occur. Such suspension shall take effect immediately upon Contractor's receipt of said notice. Should such suspension extend past the expected duration identified by City in its latest notice of suspension, Contractor shall have the right to terminate this Agreement if Contractor if (i) Contractor provides not less than thirty (30) days prior written notice to City requesting to recommence the services, and (ii) City does not recommence the services within the time requested.

#### **Section 8. Insurance**

Contractor shall during the term hereof maintain in full force and effect all policies of insurance reasonably required by City. Contractor's obligation to provide acceptable certificates of insurance is a material condition of this Agreement, and services under this Agreement shall not commence until certificates of insurance have been received, reviewed, and accepted by City. The minimum coverages and limits of liability for the policies of insurance required under this Agreement are maintained by and accessible through the City's purchasing department.

#### **Section 9. Indemnification; Notice.**

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY INDEMNITEES") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY INDEMNITEES. CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS THE CITY INDEMNITEES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE NEGLIGENCE OR WILFUL MISCONDUCT OF A CITY INDEMNITEE, IN WHOLE OR IN PART, IN WHICH CASE CONTRACTOR SHALL INDEMNIFY THE CITY INDEMNITEE TO THE EXTENT OR

PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONTRACTOR, ITS OFFICERS, AGENTS, OR EMPLOYEES AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

Notices of Claim. Contractor shall promptly advise City in writing of any claim or demand against the City, related to or arising out of Contractor's acts or omissions under this Agreement and shall see to the investigation and defense of such claims or demand at Contractor's sole cost and expense; provided, that City, at its option and at its own expense, may participate in such defense without relieving Contractor of any of its obligations hereunder. Contractor's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by Contractor under this Agreement.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR A PERIOD OF FOUR (4) YEARS.

**Section 10. Notice.**

All notices required by this Agreement shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or e-mail of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the notice has complied with the requirements of this section.

**Section 11. Verifications by Contractor**

Contractor's execution of this Agreement shall serve as its formal acknowledgement and written verification that:

(a) if the requirements of Subchapter J, Chapter 552, Government Code, apply to this Agreement and Contractor agrees that the Agreement can be terminated if Contractor knowingly or intentionally fails to comply with a requirement of that subchapter;

(b) pursuant to Texas Government Code Chapter 2270, that Contractor's organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement; and

(c) pursuant to Texas Government Code Chapter 2251, that Contractor's organization does not current discriminate against firearm and ammunition industries and will not for the term of the contract. Discriminating means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

**Section 12. Miscellaneous**

(a) Contractor shall not assign or sublet this Agreement, in whole or in part, without the prior written consent of City. (b) Contractor shall comply with all federal, state, county and municipal laws, ordinances, resolutions, regulations, rules, and orders applicable to the services under this Agreement. (c) The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this

Agreement shall be in the state district courts of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said courts. (d) This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. (e) The exhibits attached hereto, if any, are incorporated herein and made a part hereof for all purposes. (f) Unless expressly provided otherwise herein, this Agreement may only be modified, amended, supplemented or waived by a mutual written agreement of the parties. (g) In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. (h) Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination. (i) This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties. (j) Each party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement. (k) Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -  
SIGNATURE PAGE FOLLOWS]

The parties have executed and delivered this Agreement as of the Effective Date.

For City:

For Contractor:

TOWN OF ADDISON, TEXAS

WHIRLIX, INC.

By: \_\_\_\_\_  
David Gaines  
City Manager

By:   
David Paquette  
Vice President of Operations

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

Date: 3/21/2024

Notice Address:

Notice Address:

Town of Addison  
Attn: David Gaines, City Manager  
P.O. Box 9010  
Addison, Texas 75254  
E: [dgaines@addisontx.gov](mailto:dgaines@addisontx.gov)

Whirlix, Inc.  
Attn: David Paquette  
Vice President of Operations  
1916 K Avenue  
Plano, TX 75074  
E: [dpaquette@whirlix.com](mailto:dpaquette@whirlix.com)



Date: March 15, 2024  
Project: Addison Pickleball Court SHADE  
Location: Addison, Texas

BUYBOARD CONTRACT # 679-22 VENDOR # 3120

We are a self-reporting vendor for Buy Board. Please send all purchase orders, payments, etc. directly to the Whirlix Design team.

Proposal Expires: 45 Days from The Above Date

*Please note that current fluctuations in material pricing may cause a proposal increase between now and the acceptance of this agreement.*

Series (Steel Pergola): SkyWays by Landscape Structures, 1182808-01-03  
Installation: By Factory Trained and Certified Installers

**SkyWays 8-Post Super Hip**  
**\$215,200.00**

**BuyBoard Discount applied, new total = \$204,440.00**  
**(Hundred Thousand Hundred Dollars)**

- 58' x 92' x 12' (entry)
- Final Color: Black Posts, Natural Fabric (can be modified if needed)

**Includes:** *Remove / Replace fence as needed, Demo Court Concrete, Haul off Concrete & Dirt, Pier Drilling or Spread Footer Preparation, Required Rental Equipment, Concrete & Rebar per Specifications*

**Base Bid Includes:**

- Submittal Package
- Warranty
- Certified Installation (Footer Detail TBD, Spread or Pier)
- Engineering (Electronic Stamp)
- Freight
- Electrical Provision & Couplings
- Lighting as (approx.) 15 Stations: *not-to-exceed Allowance Estimated at \$30,500 & included in the Above Pricing*

**Base Bid Excludes (unless otherwise noted):**

- Not Responsible for Damage to Concrete or any Additional Cracking
- Specifically Excludes Updated Painting of the Court -or- Resurface New Footer Locations
- New Concrete would require 28 Day Cure prior to any Court Surfacing Update
- Sales Tax
- Textura, Oracle, Etc.
- Professional Liability Insurance
- Construction Management Software Required for Project
- Payment, Performance, or Maintenance Bonds
- Use of Credit Cards as Payment
- Excavation and Removal of Soil beyond as stated

Whirlix Design Inc.  
1761 International Parkway, Suite 125  
Richardson, TX 75081



- Tuff Timber or Concrete Border (Playgrounds)
- Drilling Through Rocky Soil
- Hitting of New or Existing Sprinkler pipes
- Hitting of private electrical, water, sewer, internet, etc. that are not detectible during a commercial line location
- Sod Replacement due to Reasonable Path of Travel to Project or Play Area Location. We need access to project location.
- Surveying of Site
- Craning of Equipment
- Logistical Issues that Prevent Truck or Equipment Access to Site
- Special Augers or Drilling Equipment
- Certified Payroll / Progress Billing
- Setting of Control Points or Benchmarks
- Remobilization Charges Due to Weather or Project Delays
- Offsite Storage of Equipment Due to Weather or Project Related Delays
- On Site Security
- Permitting and Inspections
- Third Party Inspections
- Wet Stamped Engineering Drawings
- Dumpster
- Latrine on Site
- Soil Testing
- Geotechnical Report

**Terms: Net 30 for Existing Customers. All new customers are subject to a credit check and Possible deposit.**

**Payment terms will be based, in part, on credit review that is pulled from The Experian Business Division.**

**Pursuant to Tex. Prop. Code § 53.159, Whirlix will need any and all Bond information at the time of Signed Proposal, Contract, and / or Deposit.**

All taxes now or hereafter levied by federal, state or local authority upon the sale of any of the forgoing products to be paid for by the purchaser. All quotations are subject to the conditions printed on the following pages if any and when accepted are subject to the approval of an officer of this company.

**Prepared by Greg Hawkins · Whirlix Design Inc · [ghawkins@whirlix.com](mailto:ghawkins@whirlix.com) · 972.824.4815**

**GENERAL NOTES:**  
**DESIGN INFORMATION**  
 CODE AND LOADS: IBC 2015  
 OCCUPANCY CLASSIFICATION: U (UTILITY & MISCELLANEOUS)  
 CONSTRUCTION TYPE: WB  
 SINGLE STORY STRUCTURE

**LOADS:**  
 DEAD LOAD - SELF WEIGHT  
 LIVE LOAD = 5 PSF

DESIGN WIND LOAD  $V_{ult} = 115$  MPH, 3 SEC. GUST

EXPOSURE: C

KZ1.1

GROUND SNOW LOADS: 5 PSF

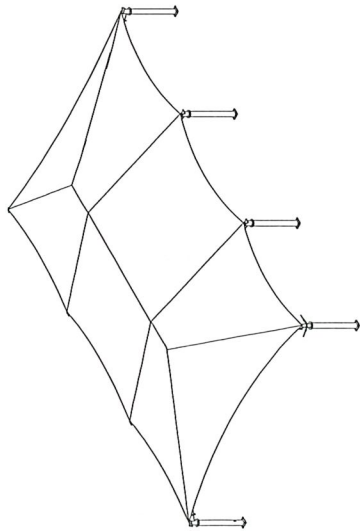
THIS STRUCTURE WAS NOT DESIGNED FOR A FLOOD HAZARD AREA. WHEN A SITE-SPECIFIC PROJECT IS LOCATED IN A FLOOD ZONE, A LETTER, STAMPED AND SIGNED FROM A GEOTECHNICAL ENGINEER IS NEEDED TO VALIDATE THE ALLOWABLE SOIL VALUES SPECIFIED IN THE PC ARE STILL APPLICABLE.

SOILS WERE EVALUATED USING VALUES OBTAINED FROM REFERENCED BUILDING CODE TABLE B603.2 AND ASSUMING SOIL TYPE 6. PRIOR TO PLACEMENT OF ANY FOUNDATION ELEMENTS, CONTRACTOR SHALL EXAMINE THE SOIL AND VERIFY THE BEARING STRATA (BOTTOM OF FOOTING) DOES NOT CONTAIN RAVID, ORGANIC SILT, ORGANIC CLAYS, PEAT, UNPREPARED FILL, OR ANY FORM OF NON-LOAD BEARING CAPABLE SOILS. IF ANY OF THESE CONDITIONS ARE ENCOUNTERED, CONTRACTOR SHALL NOTIFY SKYWAYS IMMEDIATELY FOR ADDITIONAL RECOMMENDATIONS.

ALLOWABLE BEARING: 1500 PSF

LATERAL BEARING: 200 PSF/FT

CABLE TENSION: 1000 LB MIN



**Part No: CP038114**

- INCLUDED:**
- STRUCTURAL ANALYSIS AS PER SPECS
  - 2 LAYERS PROSHIELD PAINT SYSTEM
  - ALL HARDWARE AND CABLES TO BE 10G
  - DRILLED PIER DESIGN
  - BASEPLATE MOUNT
  - BASEPLATE TEMP/PLATES (QTY 3)
  - DIGITAL SEALS

- NOT INCLUDED:**
- STRUCTURAL ANALYSIS IN EXCESS OF SPEC
  - DESIGN OF FOUNDATION BASED ON GEOTECHNICAL REPORT
  - SPECIAL INSTRUCTIONS BY US
  - ELECTRICAL PREPARATIONS
  - SPREAD FOOTING DESIGN
  - WIND RELEASE

Item No.	Description	Quantity	Unit	Material
1	8-Post Super Hip 58'x92' w/12' Entry	1	Structure	Galvalume Steel
2	12'x12'x1/2" A36 Steel	1	Beam	A36 Steel
3	12'x12'x1/2" A36 Steel	1	Beam	A36 Steel
4	12'x12'x1/2" A36 Steel	1	Beam	A36 Steel
5	12'x12'x1/2" A36 Steel	1	Beam	A36 Steel
6	12'x12'x1/2" A36 Steel	1	Beam	A36 Steel
7	12'x12'x1/2" A36 Steel	1	Beam	A36 Steel
8	12'x12'x1/2" A36 Steel	1	Beam	A36 Steel
9	12'x12'x1/2" A36 Steel	1	Beam	A36 Steel
10	12'x12'x1/2" A36 Steel	1	Beam	A36 Steel
11	12'x12'x1/2" A36 Steel	1	Beam	A36 Steel
12	12'x12'x1/2" A36 Steel	1	Beam	A36 Steel
13	12'x12'x1/2" A36 Steel	1	Beam	A36 Steel
14	12'x12'x1/2" A36 Steel	1	Beam	A36 Steel
15	12'x12'x1/2" A36 Steel	1	Beam	A36 Steel
16	12'x12'x1/2" A36 Steel	1	Beam	A36 Steel
17	12'x12'x1/2" A36 Steel	1	Beam	A36 Steel
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45	12'x12'x1/2" A36 Steel	1	Beam	A36 Steel
46	12'x12'x1/2" A36 Steel	1	Beam	A36 Steel
47	12'x12'x1/2" A36 Steel	1	Beam	A36 Steel
48	12'x12'x1/2" A36 Steel	1	Beam	A36 Steel
49	12'x12'x1/2" A36 Steel	1	Beam	A36 Steel
50	12'x12'x1/2" A36 Steel	1	Beam	A36 Steel

1. GENERAL NOTES:
  - a. ALL WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING:
    - i. AMERICAN INSTITUTE OF STEEL CONSTRUCTION - "CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND AMERICAN INSTITUTE OF STEEL CONSTRUCTION - "SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS."
    - ii. AMERICAN INSTITUTE OF STEEL CONSTRUCTION - "SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A 325 OR A 490 BOLTS."
    - iii. AMERICAN WELDING SOCIETY - "STRUCTURAL WELDING CODE," AWS D11 OR A 500 BOLTS."
    - iv. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) - AS REFERENCED.
    - v. DO NOT SCALE OFF OF DRAWINGS
  - b. MATERIALS MEMBERS SHALL CONFORM TO THE FOLLOWING REQUIREMENTS U.N.O.
    - i. PIPES SHALL CONFORM TO ASTM A 53, GRADE B, TYPE E OR S.
    - ii. ALL WELDS SHALL CONFORM TO AWS D11.1, GRADE B, TYPE E OR S.
    - iii. PLATES AND BOLTS SHALL CONFORM TO ASTM A 36 OR A 572, GRADE 50.
    - iv. TUBING SHALL BE INTERNALLY COATED WITH ZINC AND ORGANIC COATINGS TO PREVENT CORROSION AS MANUFACTURED BY ALIAD TUBE & CONDUIT.
    - v. ALL WELDS SHALL BE GALVANIZED.
    - vi. ALL STRUCTURAL STEEL SHALL BE SHOT-BLASTED PRIOR TO PAINT.
    - vii. ALL WORK SHALL BE FREE OF OIL, GREASE, AND MACHINING CHIPS.
2. BOLTS AND WELDS SHALL CONFORM TO THE FOLLOWING REQUIREMENTS U.N.O.
  - a. ALL WELDS SHALL BE CONTINUOUS WHERE LENGTH IS NOT GIVEN.
  - b. JOBS OR JOBS WIRE.
  - c. ALL WELDED JOINTS SHALL CONFORM TO AWS PRE-QUALIFIED WELDED JOINTS AS DESIGNATED BY THE STANDARD WELD SYMBOLS AND TERMS AS SHOWN ON THE DRAWINGS.
  - d. ALL WELDS SHALL BE PREVIOUSLY QUALIFIED BY TESTS, AS PRESCRIBED IN THE LATEST EDITION OF THE AMERICAN WELDING SOCIETY, D11, "STRUCTURAL WELDING CODE," TO PERFORM THE TYPE OF WORK REQUIRED.
  - e. SHOP CONNECTIONS SHALL BE WELDED U.N.O. FIELD CONNECTIONS SHALL BE BOLTED AS INDICATED ON THE DRAWINGS. WELDING OF FIELD CONNECTIONS SHALL NOT BE ACCEPTED WITHOUT WRITTEN CONSENT FROM THE ENGINEER.
  - f. ALL FILLET WELDS SHALL BE A MINIMUM OF 3/16" UNLESS OTHERWISE NOTED.
  - g. ALL HIGH STRENGTH BOLTS SHALL COMPLY WITH A325 OR EQUIVALENT.
  - h. ALL HIGH STRENGTH WASHERS SHALL COMPLY WITH F436-1 OR EQUIVALENT.
  - i. ALL STAINLESS STEEL BOLTS SHALL COMPLY WITH ASTM F-593, ALLOY GROUP 1 OR 2 OR EQUIVALENT.
  - j. ALL STAINLESS STEEL NUTS SHALL COMPLY WITH ASTM F-593, ALLOY GROUP 1 OR 2 OR EQUIVALENT.
  - k. ALL LOCK WASHERS SHALL BE SPLIT-RING
  - l. COMMON SPRING LOCK WASHERS SHALL CONFORM TO ANSI B18.21.1
  - m. BOLTS SHALL BE THREADED THROUGH CONCRETE PLATES AND BOLTED ELEMENTS IN FIELD SHALL BE 1/2" LARGER THAN THE NOMINAL DIAMETER OF THE BOLT, FOR BASE PLATES IT SHALL BE 1/2" LARGER, BOLT HOLES IN METAL PARTS MAY BE BURNED USING A FLAME CUTTING MACHINE.
  - n. THESE WELDS ARE TO BE IN CONTACT WITH SHADE FABRIC TO ENSURE THAT THESE WELDS ARE ROUND, SMOOTH AND DO NOT HAVE SHARP EDGES OR BURRS.
  - o. ALL THREADED ROD SHALL CONFORM TO ASTM A 36, OR ASTM A 572, GRADE 50.
3. EXECUTION:
  - a. STEEL FABRICATOR SHALL PROVIDE EFFECTIVE, FULL TIME QUALITY CONTROL OVER ALL FABRICATION ACTIVITIES.
  - b. VISUAL INSPECTION SHALL BE PERFORMED TO INSURE ALL WELDS CONFORM TO AWS STANDARDS.
  - c. GRIND SMOOTH ALL SHARP EDGES AND CORNERS
4. CONCRETE:
  - a. CONCRETE WORK SHALL BE EXECUTED IN ACCORDANCE WITH THE LATEST EDITION OF THE AMERICAN CONCRETE INSTITUTE BUILDING CODE. CONCRETE SHALL BE 45 MPA (6500 PSI).
  - b. ALL CAST-IN-PLACE CONCRETE SHALL BE COMPACTED USING HIGH FREQUENCY VIBRATING EQUIPMENT.
  - c. ALL ANCHOR BOLTS SHALL CONFORM TO ASTM F-354 GRADE 55
  - d. ALL NON-SHRINK GROUT SHALL HAVE A MINIMUM 28 DAYS COMPRESSIVE STRENGTH OF 5000 PSI AND SHALL COMPLY WITH THE REQUIREMENTS OF ASTM C-109, ASTM C-939, ASTM C-2090 WHEN APPLICABLE.
  - e. ALL ANCHOR BOLTS SHALL BE POINT TO BE CAPABLE BEARING SOILS AND ARE NOT WET, LIQUID, OR ANY OTHER FORM OF NON-LOAD BEARING SOIL.
5. STEEL CABLES:
  - a. STRUCTURAL WIRE ROPE CABLES SHALL CONFORM TO THE LATEST REVISION OF ASTM A 403, "STANDARD SPECIFICATION FOR ZINC-COATED STEEL STRUCTURAL WIRE ROPE."
  - b. STRUCTURAL STEEL CABLES SHALL CONFORM TO THE LATEST REVISION OF A 386, "STANDARD SPECIFICATION FOR SEVEN WIRE PRESTRESSING STRANDS SHALL CONFORM TO THE LATEST REVISION OF ASTM A 416, "STANDARD SPECIFICATION FOR UNCOATED SEVEN WIRE STRESS RELIEVED STAND FOR PRESTRESSED CONCRETE" AND SHALL BE GRADE 370.
  - c. WIRE ROPE CABLES SHALL BE 7X19 STRAND ONE GALVANIZED WIRE ROPE WITH A BREAKING STRENGTH VALUE OF:
    - i. CABLES SHALL BE FED THROUGH THE FABRIC SLEEVES AROUND THE PERIMETER OF THE CANOPY AND TENSIONED UNTIL CABLES SHALL BE TIGHTENED DURING THE MAINTENANCE RE-TIGHTENING VISITS AS REQUIRED.
  - d. FABRIC NOTES:
    - i. FABRIC SHALL BE MANUFACTURED BY GALE PACIFIC OR ANY OTHER MANUFACTURER WHO CAN MEET THE SPECIFICATIONS LISTED BELOW.
    - ii. FABRIC SHALL BE POLYETHYLENE MATERIAL WITH A TENSILE CAPACITY WHEN TESTED PER ASTM D-5034 IN THE WARP DIRECTION OF 100 LBS PER INCH AT 66% MAX ELONGATION.
    - iii. FILL DIRECTION OF 100 LBS PER INCH AT 33% MAX ELONGATION.
    - iv. ACROSS THE SEAM OF STITCHING OR BOLTS PER INCH AT 80% MAX ELONGATION.
    - v. USING A 333 ANCHOR SOURCE FOR 500 HOURS WHILE MOISTURED FOR 1 HOUR EVERY 12 HOURS.
    - vi. FABRIC SHALL REQUIRE ANNUAL INSPECTION AND MAINTENANCE. FABRIC SAMPLES OF THE SAME MATERIAL WHICH ARE MAINTAINED AT THE PROJECT SITE SHALL BE TESTED TO BE IN COMPLIANCE WITH THE SPECIFICATIONS INDICATED ABOVE. THE FABRIC SHALL BE REPLACED WHEN THE TEST RESULTS RETURN LESS THAN 50% OF THE ULTIMATE VALUES NOTED ABOVE.
    - vii. IT IS RECOMMENDED THAT THE FABRIC TOP SHALL BE REMOVED PRIOR TO A NATURAL EVENT WHERE THE SNOW AND A VISUAL INSPECTION LOADING FOR TEAR AND ABNORMAL WEAR IN FABRIC MATERIAL AND THREAD IS REQUIRED PRIOR TO RE-INSTALLATION. SHADE STRUCTURE MANUFACTURERS SHALL BE NOTIFIED IF SIGNIFICANT DAMAGE IS DETECTED BY VISUAL INSPECTION.
    - viii. FABRIC CALIBRATIONS SHALL CONFORM TO FIRE PROPAGATION PERFORMANCE CRITERIA OF NFPA 701 OR HAVE A FLAME SPREAD INDEX NOT GREATER THAN 25 WHEN TESTED IN ACCORDANCE WITH ASTM E 84.
    - ix. IT IS RECOMMENDED THAT THE FABRIC TOP SHALL BE REMOVED PRIOR TO A NATURAL EVENT WHERE THE SUSTAINED LOAD IS EXPECTED TO EXCEED 75 MPH.



**Skyways**  
 by Landscape Structures Inc.  
 8131 Forney Rd.  
 Dallas TX, 75227  
 playlsi.com

**8-Post Super Hip  
 58'x92' w/12' Entry**

**Addison Pickleball**

**1182808-01-03**

**GENERAL NOTES**

**'D' 34"x22"**

**1" 1/2" 1/2" 1/2"**

Rev.	Date	By
A	For Approval	CVT/LS/24
B		
C		
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**1**

**Sheet No.:**



**Skyways**  
by Landscapestructures Inc.  
8431 Forney Rd.  
Dallas TX, 75227  
play@si.com

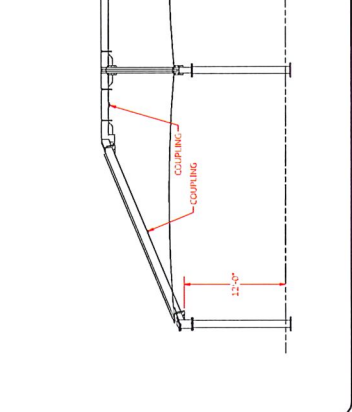
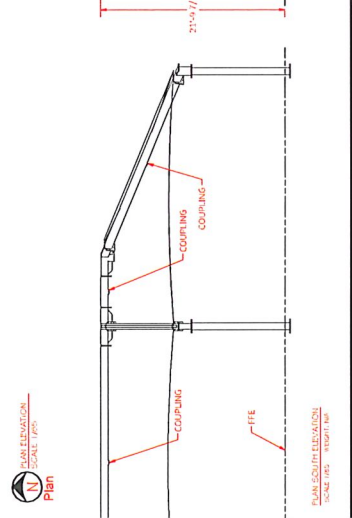
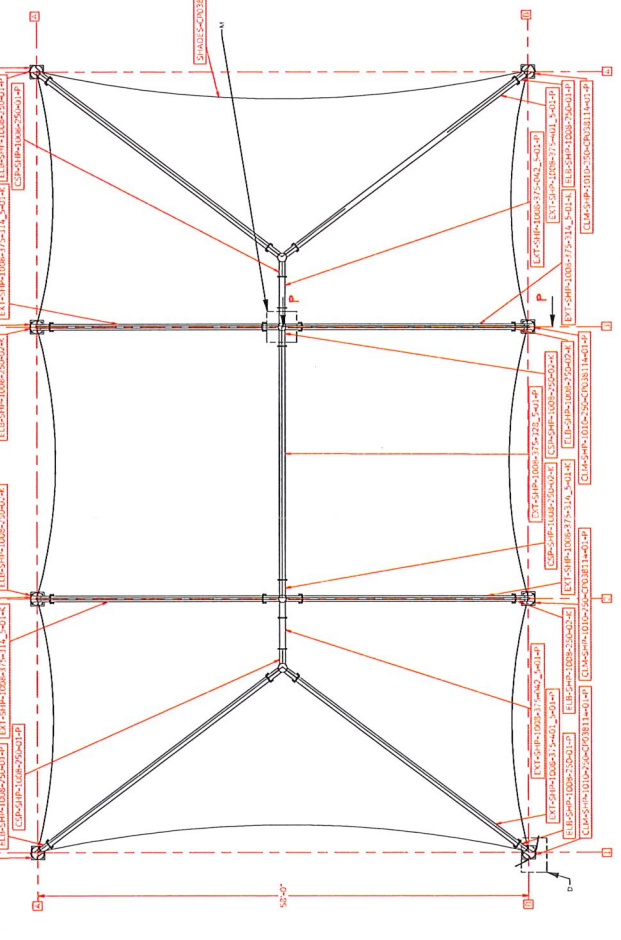
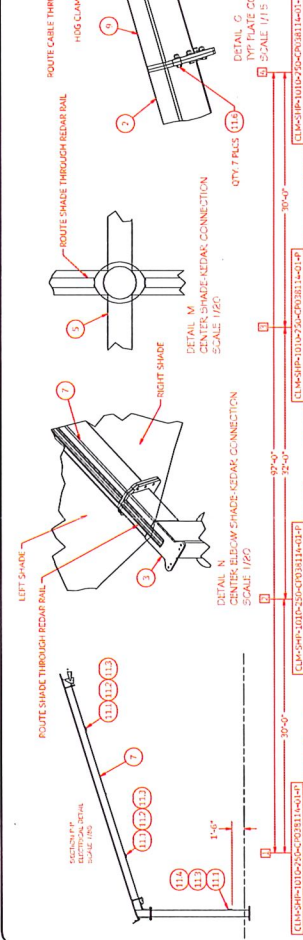
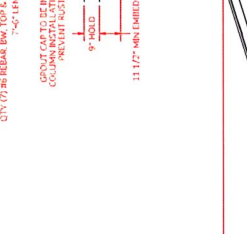
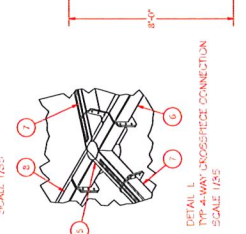
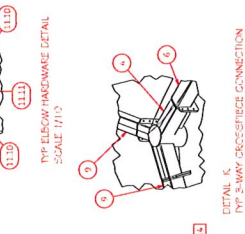
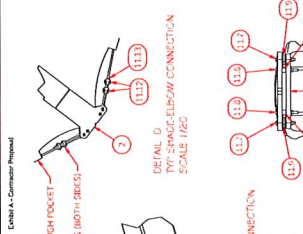
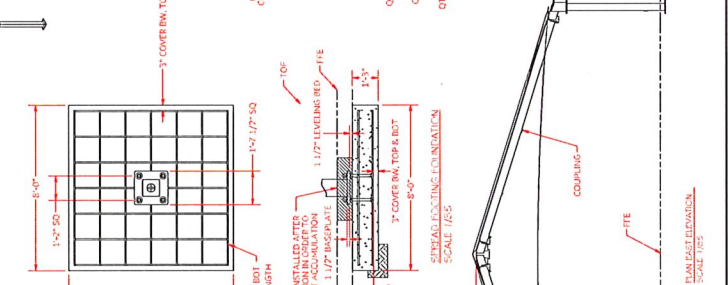
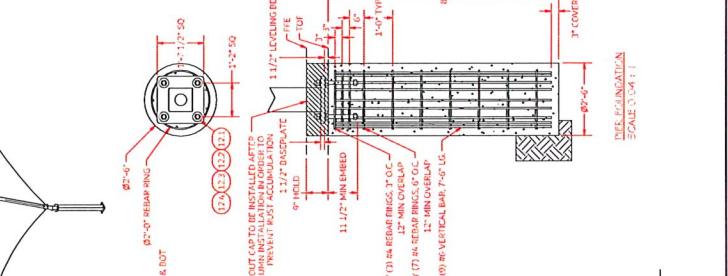
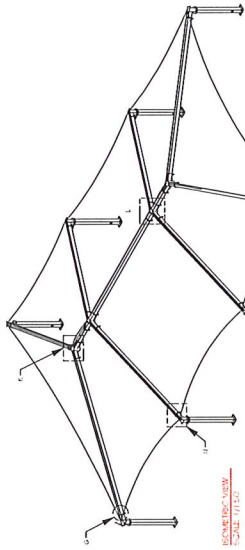
**8-Post Super Hip  
58'x92' w/12' Entry**  
Addison Pickleball

1182808-01-03  
PLANS & SECTIONS  
'D' 34"x22"

Revised	1"	1/2"	1/2"	1/2"
By				
Date				
For Approval				
Project No.				
103/15/24				
DG				
TM				
100-100-008 1182808-01-03 018114				
Sheet No.				

2

NO.	DESCRIPTION	QUANTITY	UNIT	REMARKS
1	12" DIA. GALV. STEEL POST	8	EA	
2	12" DIA. GALV. STEEL POST	8	EA	
3	12" DIA. GALV. STEEL POST	8	EA	
4	12" DIA. GALV. STEEL POST	8	EA	
5	12" DIA. GALV. STEEL POST	8	EA	
6	12" DIA. GALV. STEEL POST	8	EA	
7	12" DIA. GALV. STEEL POST	8	EA	
8	12" DIA. GALV. STEEL POST	8	EA	
9	12" DIA. GALV. STEEL POST	8	EA	
10	12" DIA. GALV. STEEL POST	8	EA	
11	12" DIA. GALV. STEEL POST	8	EA	
12	12" DIA. GALV. STEEL POST	8	EA	
13	12" DIA. GALV. STEEL POST	8	EA	
14	12" DIA. GALV. STEEL POST	8	EA	
15	12" DIA. GALV. STEEL POST	8	EA	
16	12" DIA. GALV. STEEL POST	8	EA	
17	12" DIA. GALV. STEEL POST	8	EA	
18	12" DIA. GALV. STEEL POST	8	EA	
19	12" DIA. GALV. STEEL POST	8	EA	
20	12" DIA. GALV. STEEL POST	8	EA	
21	12" DIA. GALV. STEEL POST	8	EA	
22	12" DIA. GALV. STEEL POST	8	EA	
23	12" DIA. GALV. STEEL POST	8	EA	
24	12" DIA. GALV. STEEL POST	8	EA	
25	12" DIA. GALV. STEEL POST	8	EA	
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29	12" DIA. GALV. STEEL POST	8	EA	
30	12" DIA. GALV. STEEL POST	8	EA	
31	12" DIA. GALV. STEEL POST	8	EA	
32	12" DIA. GALV. STEEL POST	8	EA	
33	12" DIA. GALV. STEEL POST	8	EA	
34	12" DIA. GALV. STEEL POST	8	EA	
35	12" DIA. GALV. STEEL POST	8	EA	
36	12" DIA. GALV. STEEL POST	8	EA	
37	12" DIA. GALV. STEEL POST	8	EA	
38	12" DIA. GALV. STEEL POST	8	EA	
39	12" DIA. GALV. STEEL POST	8	EA	
40	12" DIA. GALV. STEEL POST	8	EA	
41	12" DIA. GALV. STEEL POST	8	EA	
42	12" DIA. GALV. STEEL POST	8	EA	
43	12" DIA. GALV. STEEL POST	8	EA	
44	12" DIA. GALV. STEEL POST	8	EA	
45	12" DIA. GALV. STEEL POST	8	EA	
46	12" DIA. GALV. STEEL POST	8	EA	
47	12" DIA. GALV. STEEL POST	8	EA	
48	12" DIA. GALV. STEEL POST	8	EA	
49	12" DIA. GALV. STEEL POST	8	EA	
50	12" DIA. GALV. STEEL POST	8	EA	



**City Council (FY24)**

**5. a.**

**Meeting Date:** 03/26/2024

**Department:** Development Services

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**AGENDA CAPTION:**

Hold a public hearing, present, discuss, and consider action on a request for a Special Use Permit (SUP) for property located at 5100 Belt Line Road, Suite 800 and 812, that is currently zoned Planned Development (PD), through Ordinance No. O23-03, to allow a restaurant with the sale of alcoholic beverages for on-premises consumption. Case 1905-SUP/5100 Belt Line Road, Suite 800 & 812 (Ill Forks).

**BACKGROUND:**

The Addison Planning and Zoning Commission, meeting in regular session on February 20, 2024, voted to recommend approval of a request for a Special Use Permit (SUP) to allow a restaurant with the sale of alcohol for on-premises consumption on a property located at 5100 Belt Line Road, Suite 800 and 812, which is currently zoned Planned Development (PD), Ordinance No. O23-03, with the following condition:

- The applicant shall not use any terms or graphic depictions that relate to alcoholic beverages in any exterior signage.

Voting Aye: Barker, Chavez, Fansler, Smith

Voting Nay: none

Absent: Braun, Faircloth

**SPEAKERS AT THE PUBLIC HEARING:**

For: none

On: none

Against: none

**RECOMMENDATION:**

Administration recommends approval of the request, subject to the following condition:

- The applicant shall not use any terms or graphic depictions that relate to alcoholic beverages in any exterior signage.
- 

**Attachments**

1905-SUP Presentation

1905-SUP Ordinance  
1905-SUP Staff Report  
1905-SUP Letter of Intent  
1905-SUP Plans  
1905-SUP Renderings

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**III Forks  
Special Use Permit  
(1905-SUP)**

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

# Case 1905-SUP III Forks

ADDISON

## LOCATION:

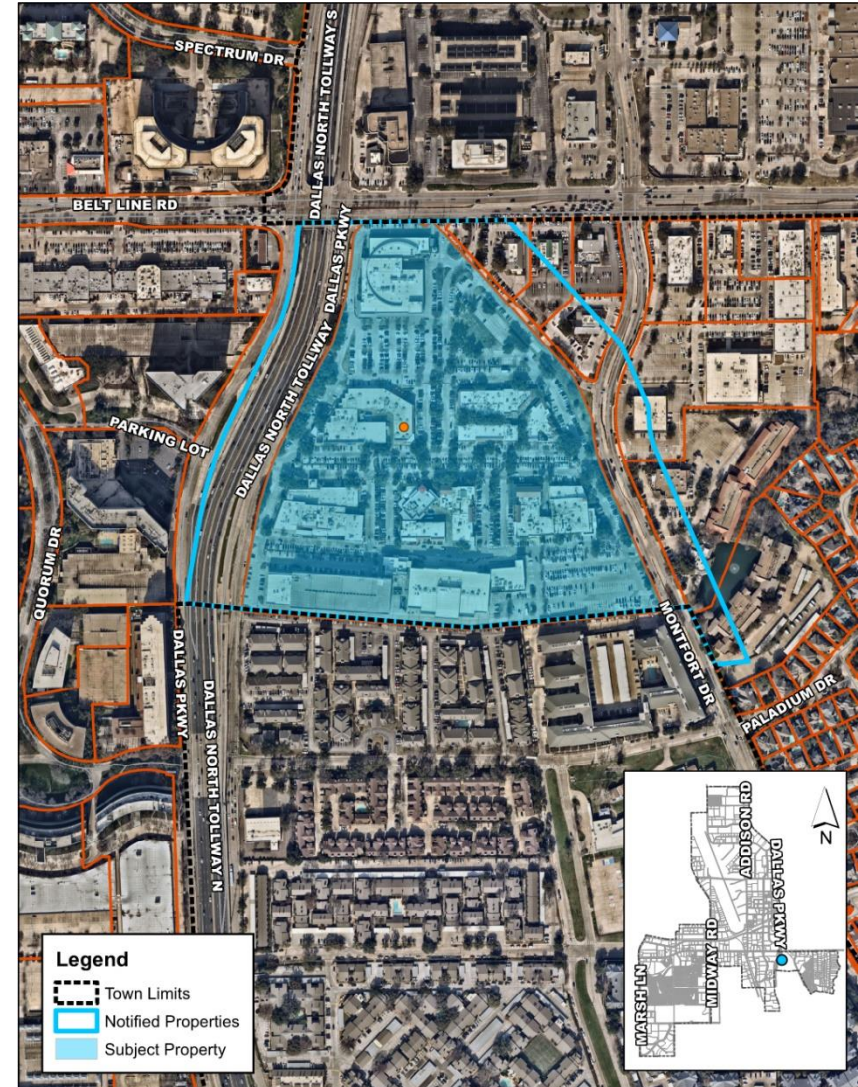
5100 Belt Line Road, Suite 800 & 812

## REQUEST:

Approval of a Special Use Permit for a restaurant with the sale of alcohol for on-premises consumption

## ACTION REQUIRED:

Discuss, consider, and take action on the appropriateness of the proposed restaurant use with the sale of alcohol for on-premises consumption, and associated site conditions at the subject property.





## PROJECT HISTORY:

1966 – Rezoned from Local Retail to PD.

2012 – PD, Ord. No. O12-002, to support redevelopment of Village on the Parkway.

2020 – PD Amendment, Ord. No. O20-08, to allow mixed-use parking ratio.

2023 – PD Amendment, Ord. No. O23-03, to modify the development plans to allow an office/retail building within Block 900.

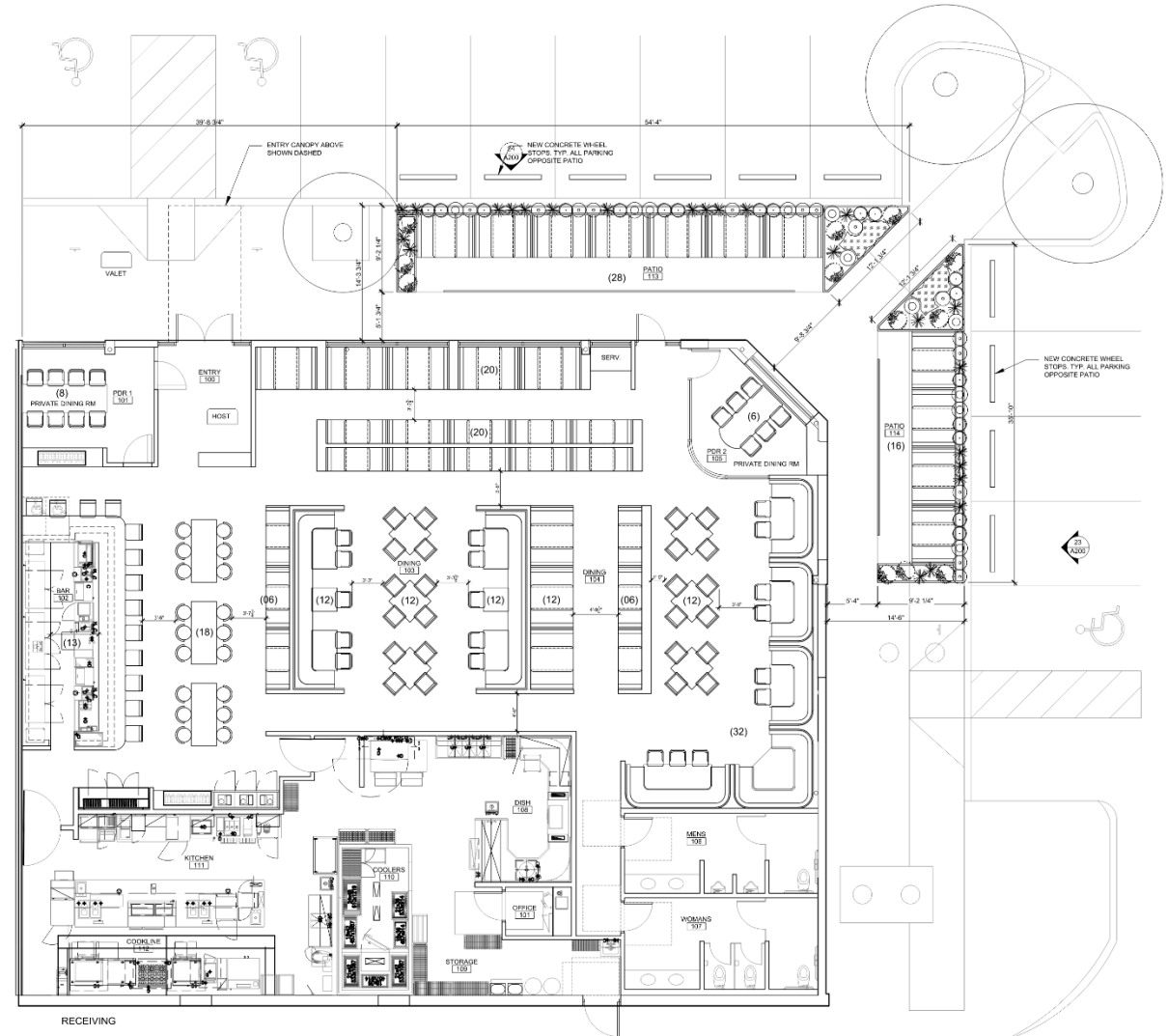
Present – Proposed SUP to allow restaurant with the sale of alcohol for on-premises consumption.

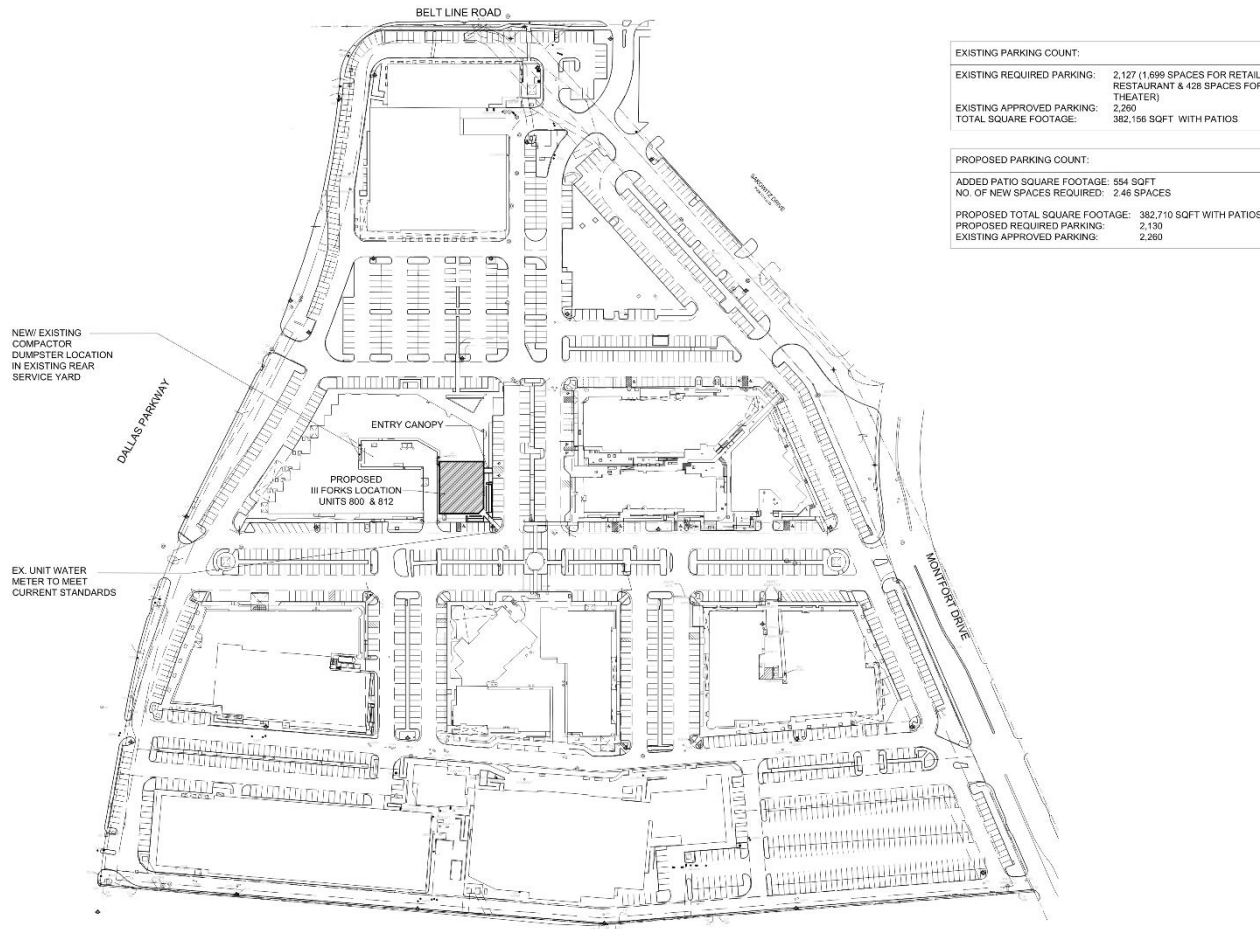
# Case 1905-SUP III Forks

ADDISON

## FLOOR PLAN:

- 6,002 SF of interior floor area
- 554 SF patio space
- Seating for 189 indoors & 44 on the patio
- Sale of alcoholic beverages for on-premises consumption
- Valet service offered
- Hours of operation:
  - 4:30 pm – 10:00 pm, Sunday through Thursday
  - 4:30 pm – 11:00 pm Friday and Saturday.

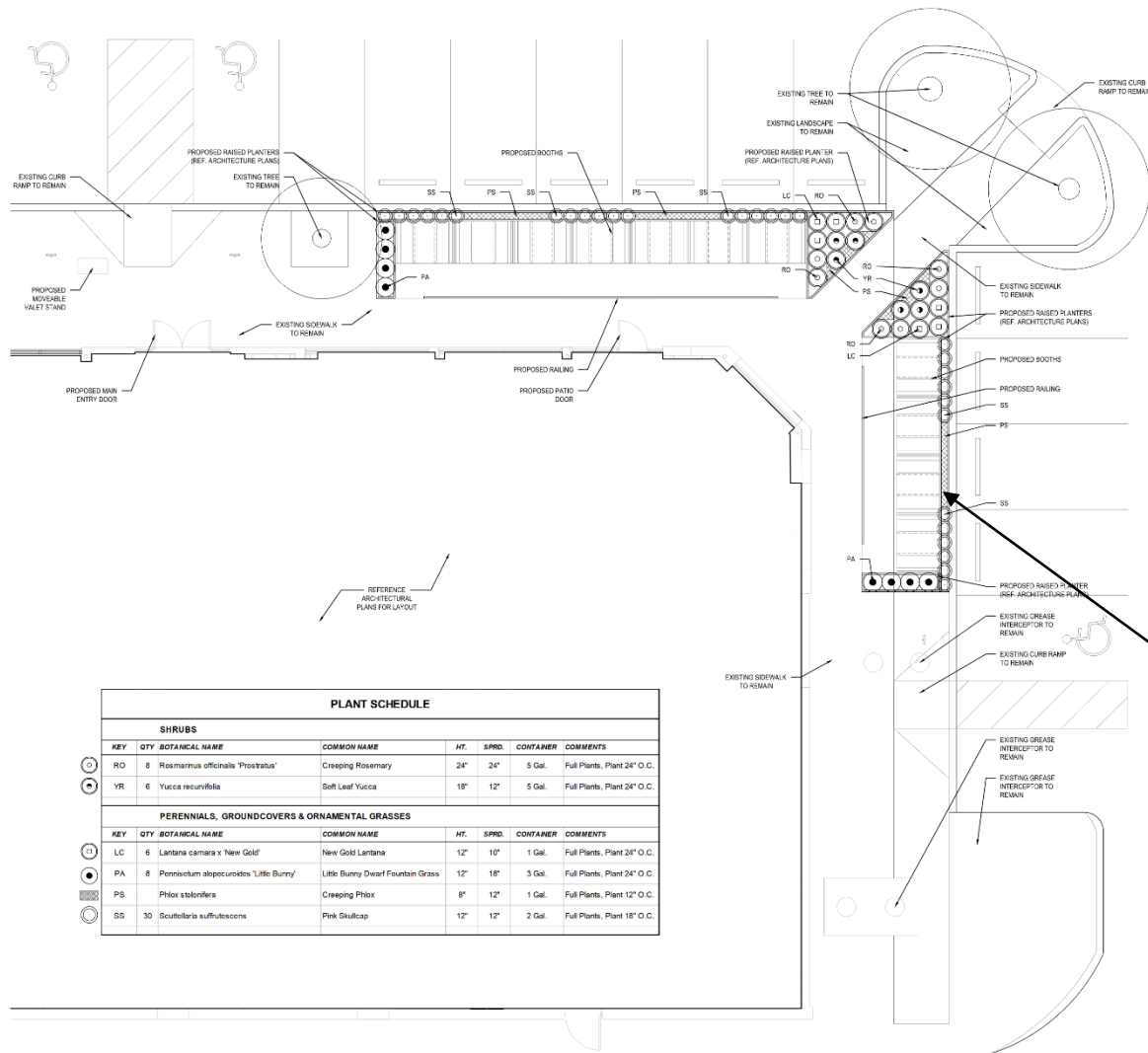




## PARKING:

- There are no proposed modifications to the existing parking.
- The new 554 SF patio will require an additional 3 spaces on site, which is accommodated with existing parking.
- Block 900 is currently under construction. With its completion, the center will provide 2,260 spaces, in compliance with PD O23-03.
  - Existing Required Parking: 2,127 spaces
  - Proposed Required Parking: 2,130 spaces
  - Total Approved Parking: 2,260 spaces

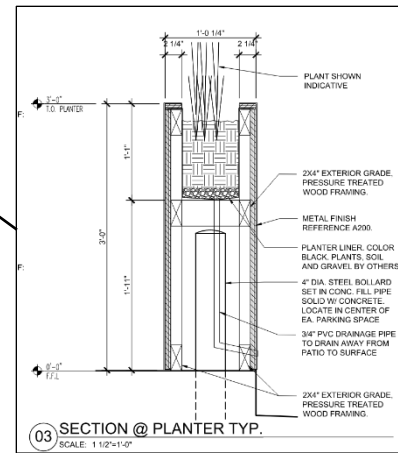
# Case 1905-SUP III Forks



PLANT SCHEDULE						
<b>SHRUBS</b>						
KEY	QTY	BOTANICAL NAME	COMMON NAME	HT.	SPRD.	CONTAINER COMMENTS
RO	8	Rosmarinus officinalis 'Prostratus'	Creeping Rosemary	24"	24"	5 Gal. Full Plants, Plant 24" O.C.
YR	6	Yucca recurvifolia	Soft Leaf Yucca	18"	12"	5 Gal. Full Plants, Plant 24" O.C.
<b>PERENNIALS, GROUNDCOVERS &amp; ORNAMENTAL GRASSES</b>						
KEY	QTY	BOTANICAL NAME	COMMON NAME	HT.	SPRD.	CONTAINER COMMENTS
LC	6	Lantana camara x 'New Gold'	New Gold Lantana	12"	10"	1 Gal. Full Plants, Plant 24" O.C.
PA	8	Pennisetum alopecuroides 'Little Bunny'	Little Bunny Dwarf Fountain Grass	12"	18"	3 Gal. Full Plants, Plant 24" O.C.
PS		Phlox stolonifera	Creeping Phlox	8"	12"	1 Gal. Full Plants, Plant 12" O.C.
SS	30	Scutellaria suffruticosa	Pink Skullcap	12"	12"	2 Gal. Full Plants, Plant 18" O.C.

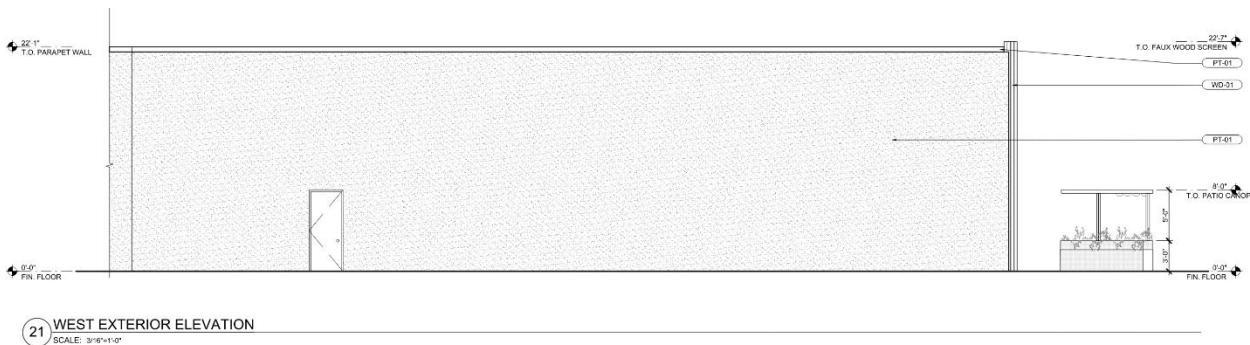
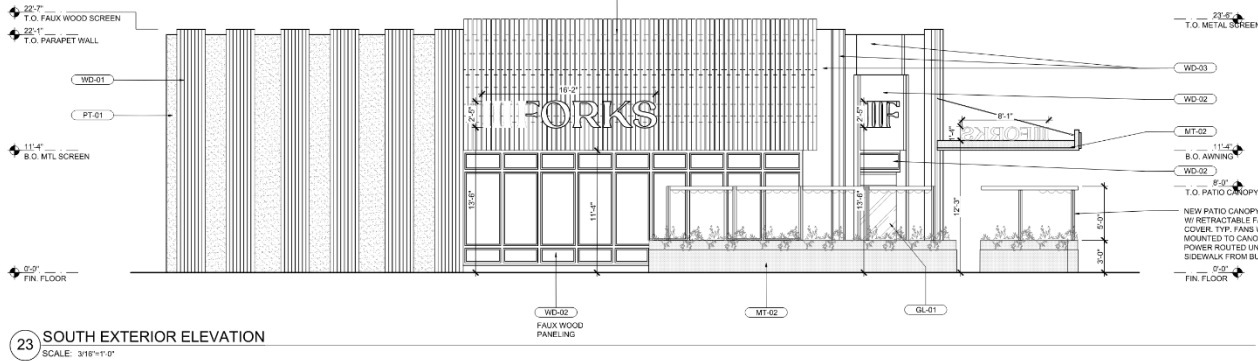
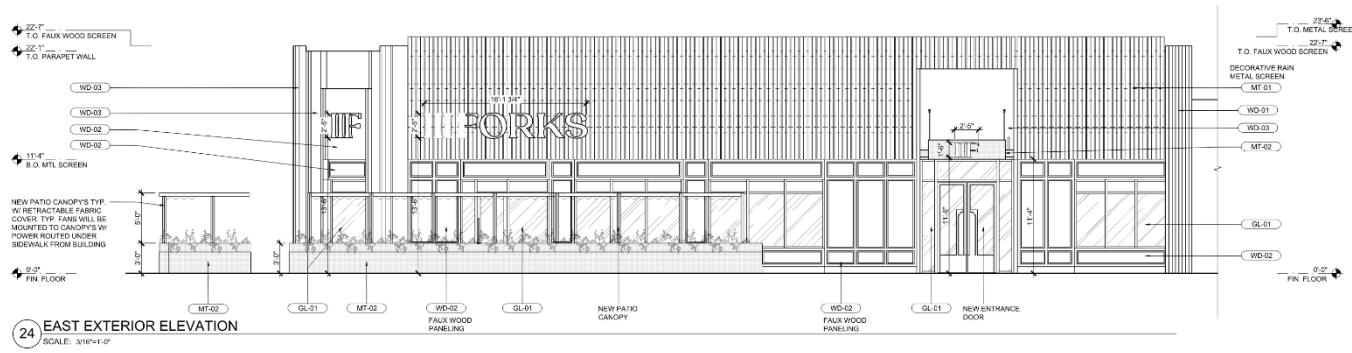
## OPEN SPACE AND LANDSCAPE:

- Shrubs, perennials, groundcover, and ornamental grasses are proposed within existing landscape beds and within new planters surrounding the patio areas.
- This request does not include removal of any existing trees or a decrease in the total open space at Village on the Parkway.



# Case 1905-SUP III Forks

ADDISON



## EXTERIOR APPEARANCE:

- Extensive remodel proposed on south and east facades, including a new primary entrance with a canopy, outdoor patio, and updated materials.
- The proposed façade complies with Town requirements.
- \*Note: Signage is not approved via Zoning. A separate Sign Permit is required.

# Case 1905-SUP III Forks

ADDISON



*Rendering of South Façade (Note: Existing corner trees are hidden for clarity)*



*Rendering of East Façade (Note: Existing corner trees are hidden for clarity)*

# Case 1905-SUP III Forks

ADDISON

## PUBLIC NOTICE:

Notice of public hearing was provided to property owners within 200 feet of the subject property in accordance with Town and State law.

## NOTICE RECIPIENTS: 8

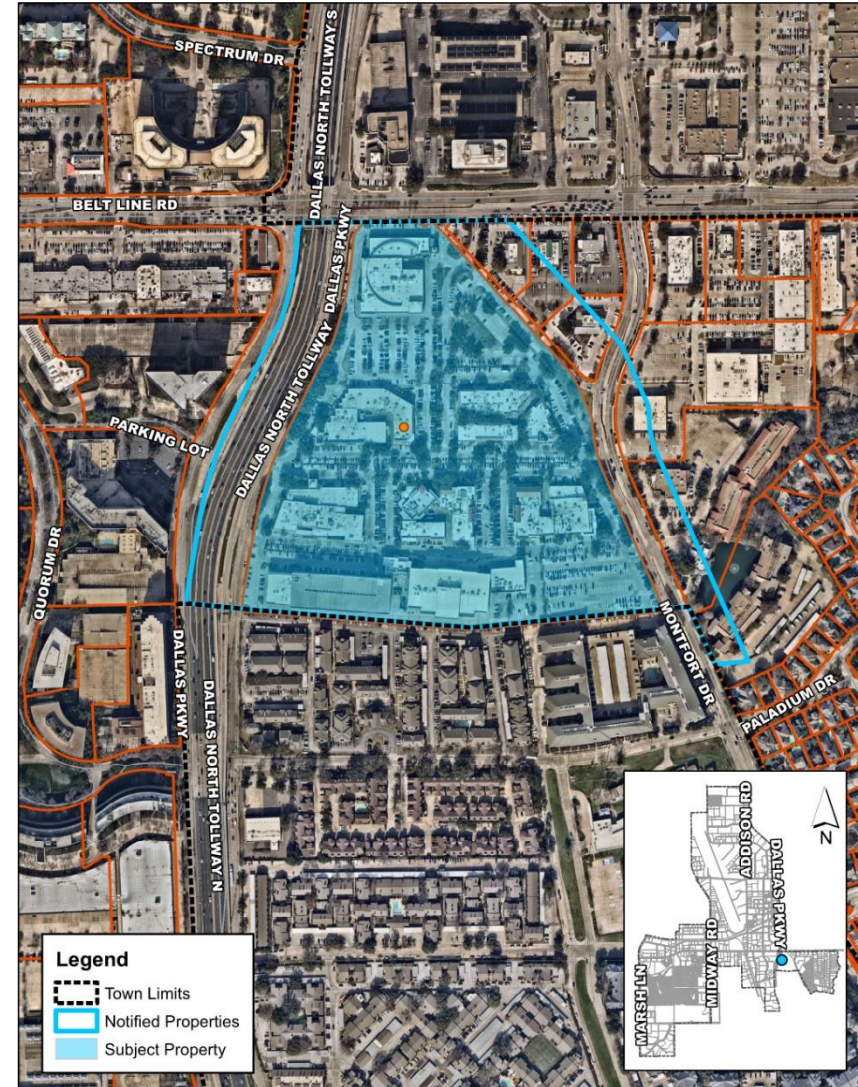
FOR: None.

AGAINST: None.

NEUTRAL: None.

## PLANNING & ZONING COMMISSION ACTION:

Approval: 4-0



## RECOMMENDATION:

Staff recommends **approval of the request with the following conditions:**

- The applicant shall not use any terms or graphic depictions that relate to alcoholic beverages in any exterior signage.

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

**AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE BY GRANTING A SPECIAL USE PERMIT (SUP) FOR A RESTAURANT AND FOR THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISES CONSUMPTION FOR THE PROPERTY LOCATED AT 5100 BELT LINE ROAD, SUITE 800 AND 812; PROVIDING A PENALTY NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING A SAVINGS CLAUSE, SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.**

**WHEREAS**, at its regular meeting held on February 20, 2024, the Planning & Zoning Commission considered and made recommendations on a request for a Special Use Permit (Case No. 1905-SUP) for a restaurant and for the sale of alcoholic beverages for on-premises consumption at the property located at 5100 Belt Line Road, Suite 800 and 812 (the “Subject Property”); and

**WHEREAS**, the Subject Property is presently zoned Planned Development (PD), Ordinance No. O23-03; and

**WHEREAS**, this change of zoning is in conformance with the adopted Comprehensive Plan of the Town of Addison, as amended; and

**WHEREAS**, after due deliberations and consideration of the recommendation of the Planning and Zoning Commission, the information received at a public hearing, and other relevant information and materials, the City Council of the Town of Addison, Texas finds that this amendment promotes the general welfare and safety of this community.

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

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

**SECTION 2.** A Special Use Permit authorizing a restaurant and authorizing the sale of alcoholic beverages for on-premises consumption for the Subject Property, is hereby granted subject to the following conditions:

- (a) Prior to issuance of a Certificate of Occupancy, said Property shall be improved in accordance with the site plan, landscape plan, floor plan, and façade plans which are attached hereto as **Exhibit A** and made a part hereof for all purposes.
- (b) The SUP granted herein for a restaurant and for the sale of alcoholic beverages for on-premises consumption, shall be limited to that particular area encompassing a total area not to exceed 6,556 square feet as designated on the final site plans attached hereto as **Exhibit A**.

- (c) No signs advertising sale of alcoholic beverages shall be permitted other than those authorized under the Liquor Control Act of the State of Texas, and any sign ordinance of the Town of Addison, Texas (hereinafter “City”).
- (d) The sale of alcoholic beverages under this SUP shall be permitted in restaurants. For the purposes of this ordinance, the term “restaurant” means an establishment which receives at least sixty percent (60%) of its gross revenues from the sale of food.
- (e) Said establishment shall, upon request by the City, make available to the City or its agents, during reasonable hours its bookkeeping records for inspection to ensure that the conditions of subparagraph (d) above are being met.
- (f) Any nonconforming use of the Subject Property that is not considered a legal nonconforming use under the City’s Comprehensive Zoning Ordinance shall not be permitted to receive a license or permit for the sale of alcoholic beverages.
- (g) If the Subject Property is not used for the purposes for which said permit was granted within one (1) year after the adoption of this ordinance, the City Council may authorize hearings to be held for the purpose of considering a change of zoning and repeal of the Special Use Permit granted herein.
- (h) If a license or permit to sell alcoholic beverages on the Subject Property is revoked, terminated, or cancelled by any authority with jurisdiction over the same, the City Council may authorize hearings to be held for the purpose of considering a change of zoning and repeal of the Special Use Permit granted herein.
- (i) The establishment shall not use the term “bar”, “tavern”, or any other terms or graphic depictions that relate to the sale of alcoholic beverages on any signs visible from the exterior of the premises.

**SECTION 3.** Any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the city, 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.

**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas, on this the **26<sup>TH</sup>** day of **MARCH** 2024.

**TOWN OF ADDISON, TEXAS**

\_\_\_\_\_  
Bruce Arfsten, Mayor

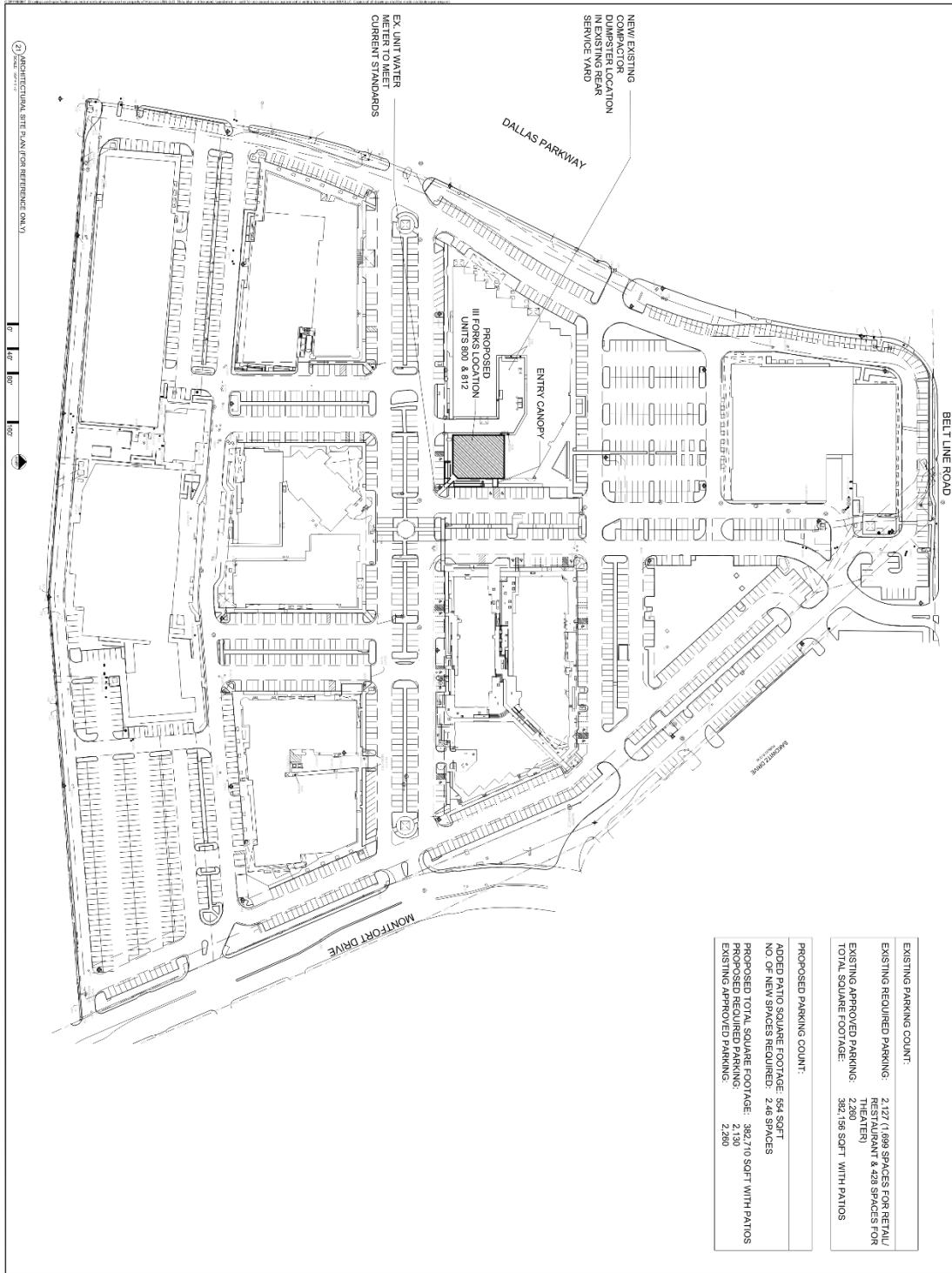
**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Valencia Garcia, Interim City Secretary

\_\_\_\_\_  
Whitt Wyatt, City Attorney

# EXHIBIT A

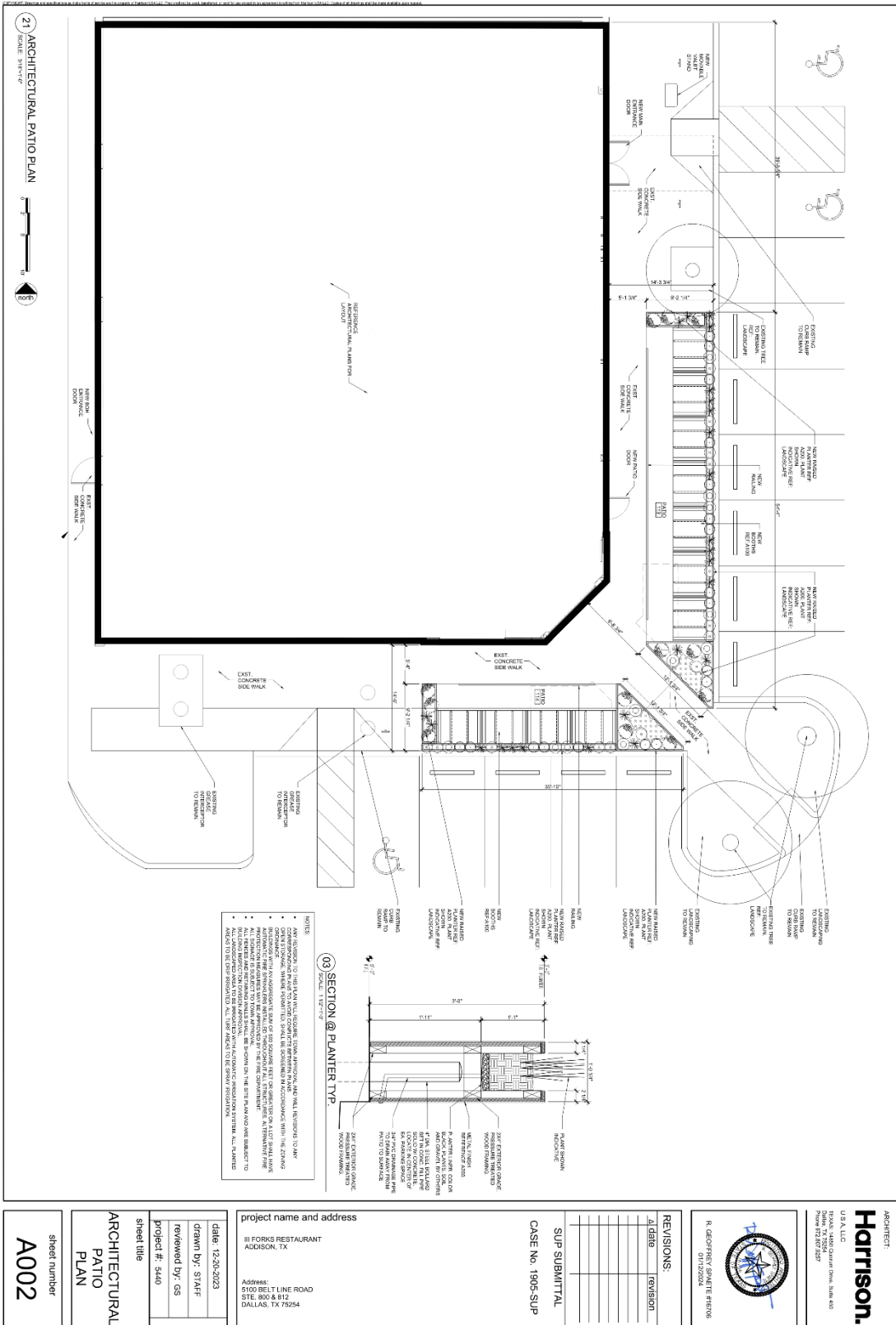


EXISTING PARKING COUNT:	2,127 (1,699 SPACES FOR RETAIL/RESTAURANT & 428 SPACES FOR THEATER)
EXISTING REQUIRED PARKING:	382,156 SQFT WITH PATIOS
EXISTING APPROVED PARKING:	382,156 SQFT WITH PATIOS
TOTAL SQUARE FOOTAGE:	

PROPOSED PARKING COUNT:	2,250
ADDED PATIO SQUARE FOOTAGE:	594 SQFT
NO. OF NEW SPACES REQUIRED:	246 SPACES
PROPOSED TOTAL SQUARE FOOTAGE:	382,710 SQFT WITH PATIOS
EXISTING APPROVED PARKING:	2,130
TOTAL SQUARE FOOTAGE:	2,250

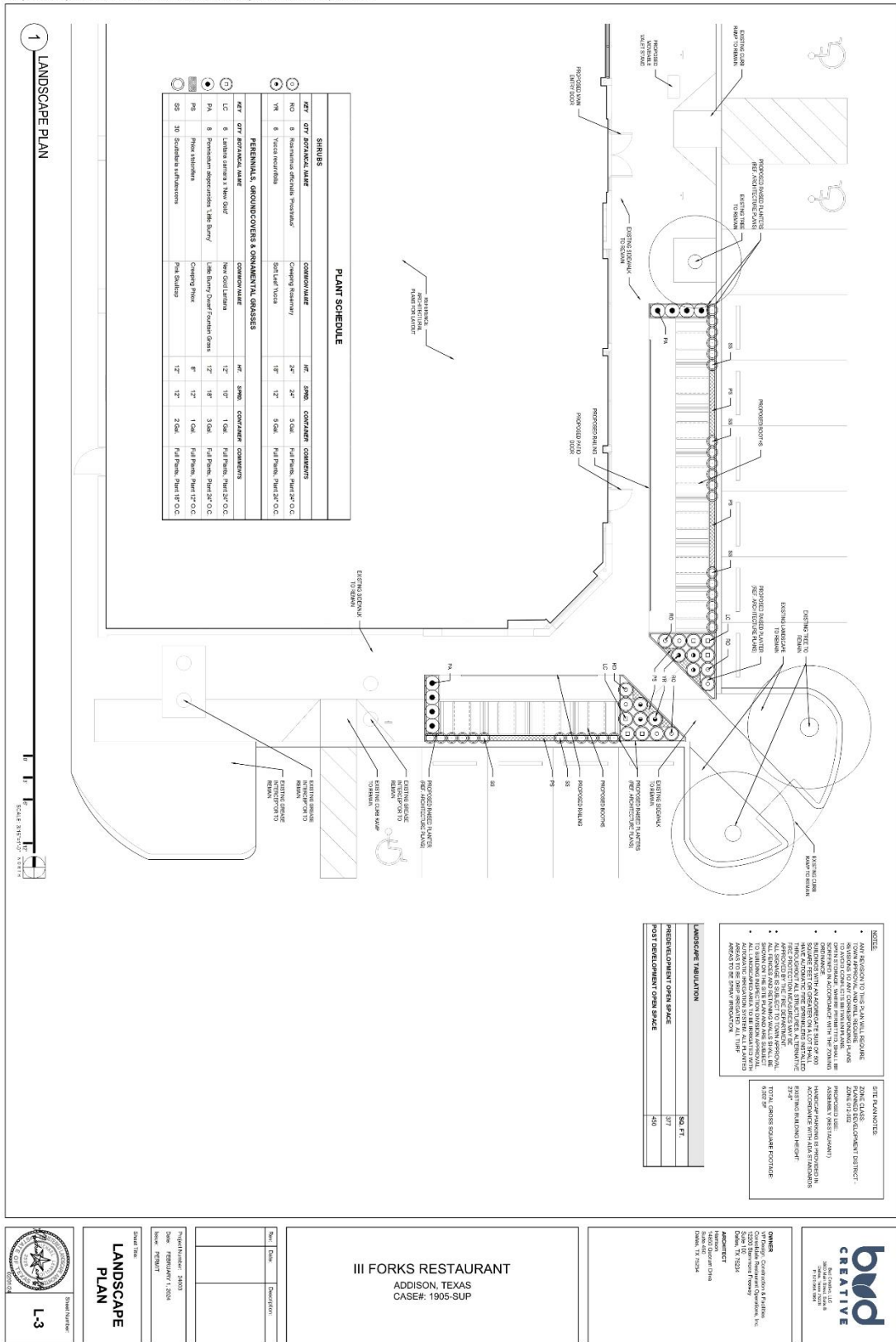
<b>ARCHITECT</b> <b>HARRISON.</b> U.S.A. LLC TEXAS: 4880 Quorum Drive, Suite 400 Dallas, TX 75207-5257 Phone: 214.707.0257		<b>REVISIONS:</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="font-size: 8px;">#</th> <th style="font-size: 8px;">DATE</th> <th style="font-size: 8px;">REVISION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	#	DATE	REVISION																															<b>SUP SUBMITTAL</b> CASE No. 1905-SUP	<b>project name and address</b> III FORKS RESTAURANT ADDISON, TX Address: 8100 BELT LINE ROAD STE. 800 & 812 DALLAS, TX 75264	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="font-size: 8px;">date:</td><td style="font-size: 8px;">12-20-2023</td></tr> <tr><td style="font-size: 8px;">drawn by:</td><td style="font-size: 8px;">STAFF</td></tr> <tr><td style="font-size: 8px;">reviewed by:</td><td style="font-size: 8px;">GS</td></tr> <tr><td style="font-size: 8px;">project #:</td><td style="font-size: 8px;">5440</td></tr> <tr><td style="font-size: 8px;">sheet title:</td><td style="font-size: 8px;"> </td></tr> </table>	date:	12-20-2023	drawn by:	STAFF	reviewed by:	GS	project #:	5440	sheet title:		<b>ARCHITECTURAL SITE PLAN</b> sheet number <b>A001</b>
#	DATE	REVISION																																															
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reviewed by:	GS																																																
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sheet title:																																																	

# EXHIBIT A



# EXHIBIT A

Drawing name: C:\04-Projects\24600 - III Forks\04 Permit\04 CAD\02 Sheets\01 Permit\24603-LP.dwg L-3 Fri 01/24/2024 9:14am by: denise.vandev



1 LANDSCAPE PLAN

### PLANT SCHEDULE

SHRUBS	QUANTITY	SYMBOL	CONTAINER	COMMENTS
NO 1	8	NO 1	3 GAL.	Redbud
NO 2	4	NO 2	3 GAL.	Redbud
NO 3	4	NO 3	3 GAL.	Redbud
NO 4	4	NO 4	3 GAL.	Redbud
NO 5	4	NO 5	3 GAL.	Redbud
NO 6	4	NO 6	3 GAL.	Redbud
NO 7	4	NO 7	3 GAL.	Redbud
NO 8	4	NO 8	3 GAL.	Redbud
NO 9	4	NO 9	3 GAL.	Redbud
NO 10	4	NO 10	3 GAL.	Redbud
NO 11	4	NO 11	3 GAL.	Redbud
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NO 96	4	NO 96	3 GAL.	Redbud
NO 97	4	NO 97	3 GAL.	Redbud
NO 98	4	NO 98	3 GAL.	Redbud
NO 99	4	NO 99	3 GAL.	Redbud
NO 100	4	NO 100	3 GAL.	Redbud

### LANDSCAPE TABULATION

POST DEVELOPMENT OPEN SPACE	840 FT <sup>2</sup>
TOTAL OPEN SPACE	840 FT <sup>2</sup>
POST DEVELOPMENT OPEN SPACE	463 FT <sup>2</sup>
TOTAL OPEN SPACE	463 FT <sup>2</sup>

L-3

## III FORKS RESTAURANT

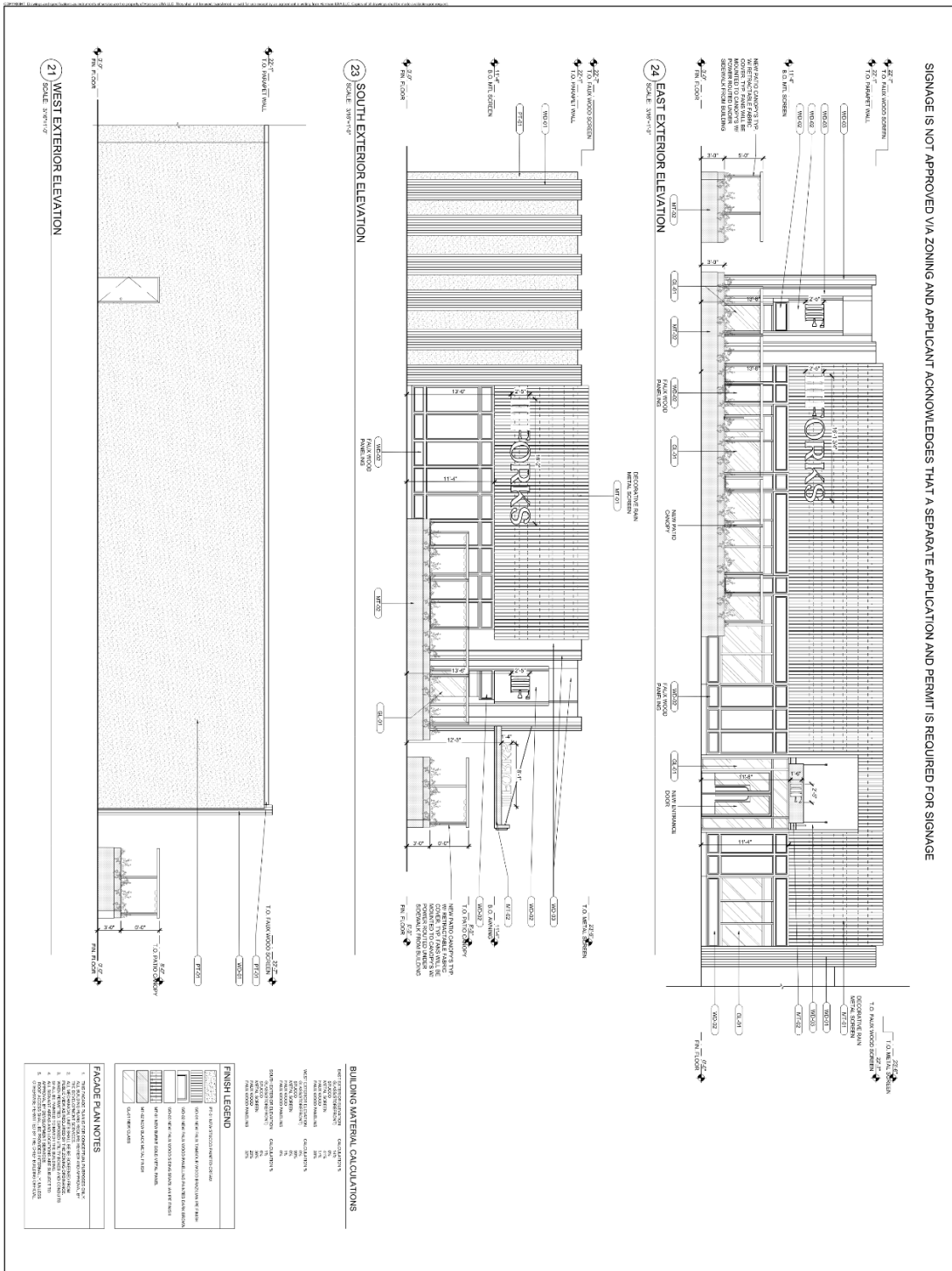
ADDISON, TEXAS  
CASE#: 1905-SUP

bncd CREATIVE  
10000 Preston Road, Suite 100  
Dallas, TX 75240

**OWNER:** III Forks Restaurant, Inc.  
10000 Preston Road, Suite 100  
Dallas, TX 75240

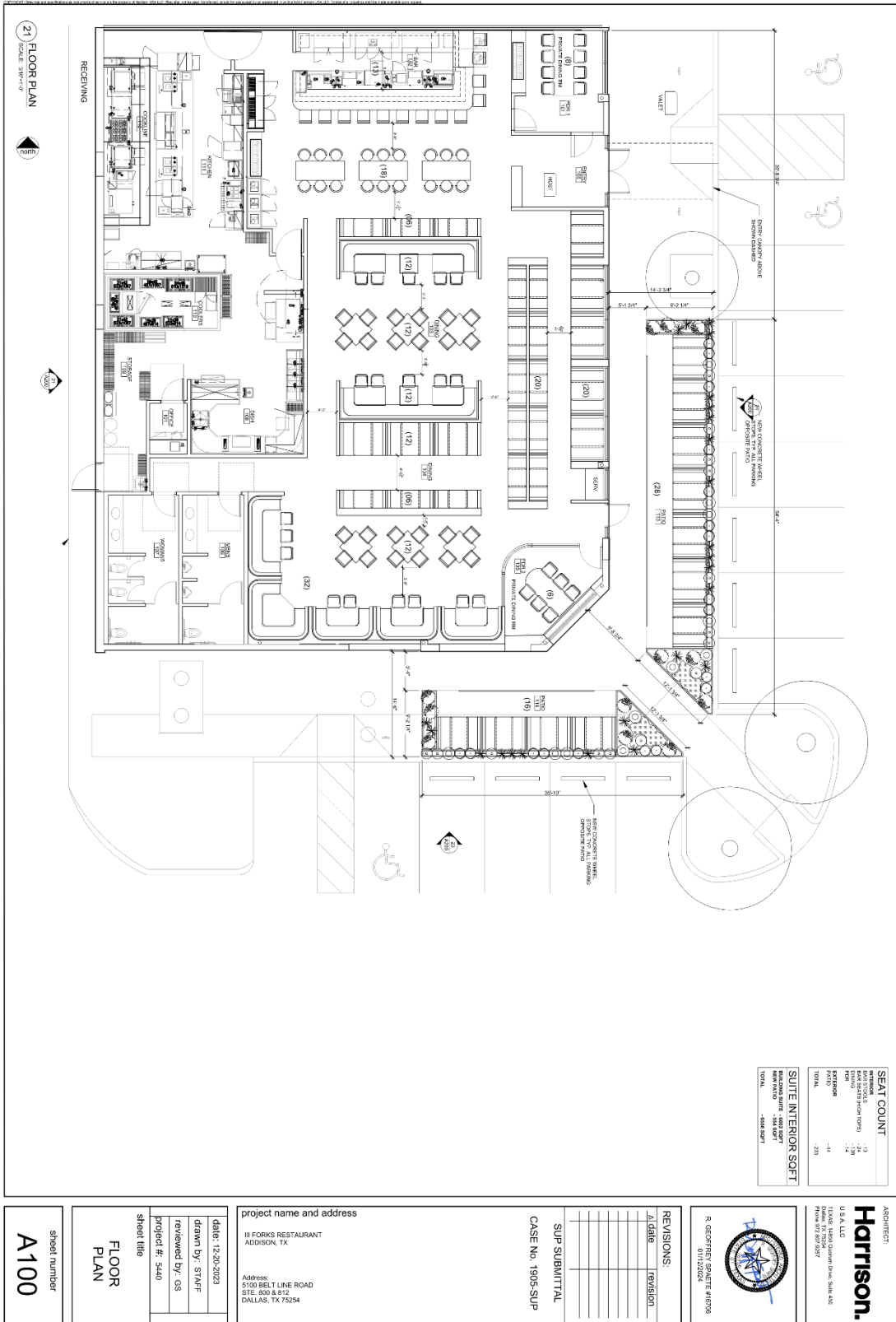
**ARCHITECT:** III Forks Restaurant, Inc.  
10000 Preston Road, Suite 100  
Dallas, TX 75240

# EXHIBIT A



<p>ARCHITECT</p> <p><b>Harrison.</b></p> <p>U.S.A. LLC          10000 BELT LINE ROAD, SUITE 800          DALLAS, TX 75244          (214) 343-1111</p>	<p>PROJECT</p> <p><b>III FORKS RESTAURANT</b></p> <p>ADDRESS, TX</p> <p>Address:          5100 BELT LINE ROAD          SUITE 800 &amp; 812          DALLAS, TX 75264</p>	<p>DATE</p> <p>12-20-2023</p> <p>DRAWN BY: STAFF</p> <p>REVIEWED BY: GS</p> <p>PROJECT #: 5440</p> <p>SHEET TITLE</p> <p style="text-align: center;"><b>EXTERIOR ELEVATIONS</b></p>	<p>PROJECT NAME AND ADDRESS</p> <p>III FORKS RESTAURANT          ADDRESS, TX</p> <p>Address:          5100 BELT LINE ROAD          SUITE 800 &amp; 812          DALLAS, TX 75264</p>	<p>REVISIONS:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>REVISION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	REVISION													<p>PROJECT NAME AND ADDRESS</p> <p>III FORKS RESTAURANT          ADDRESS, TX</p> <p>Address:          5100 BELT LINE ROAD          SUITE 800 &amp; 812          DALLAS, TX 75264</p>
NO.	DATE	REVISION																		

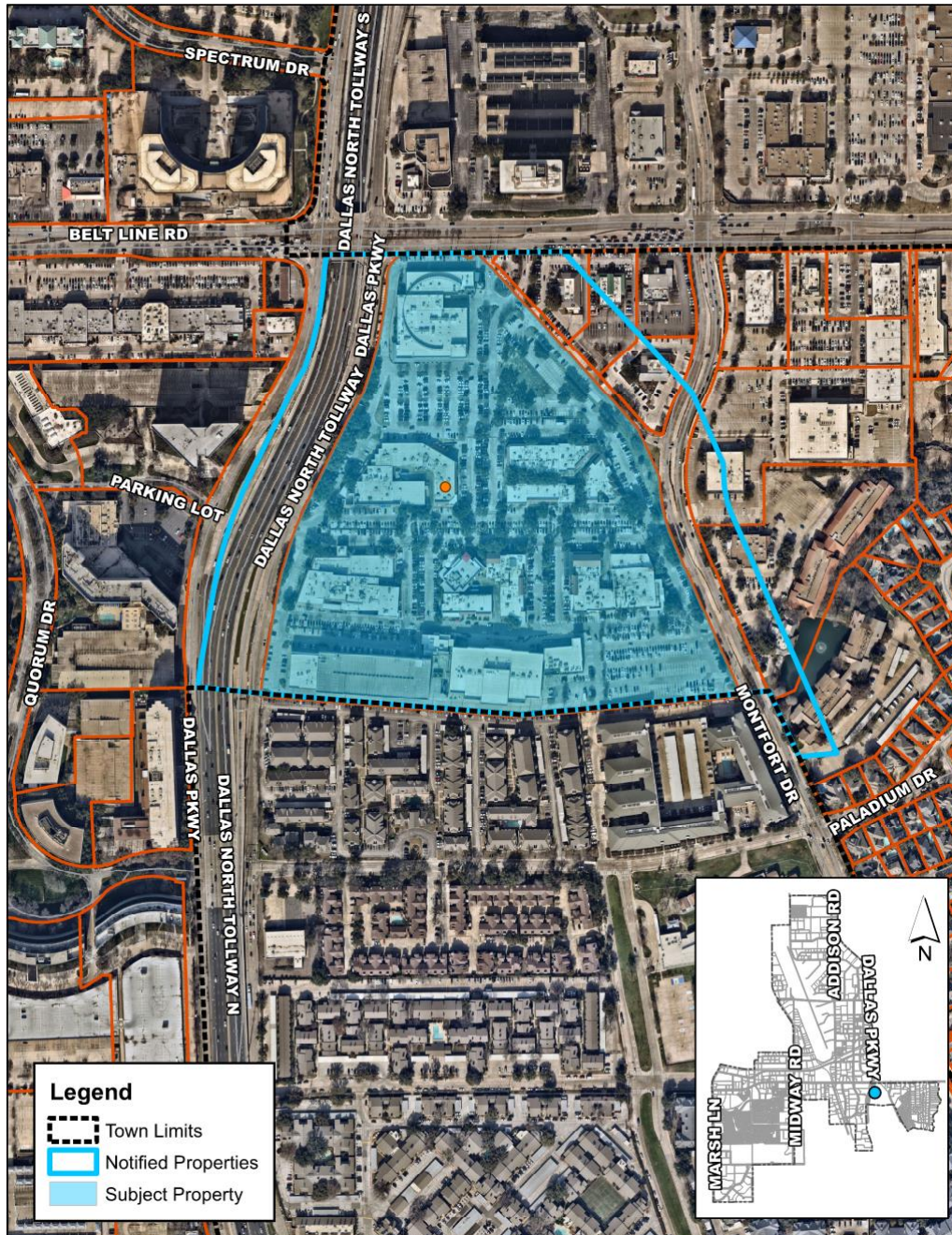
# EXHIBIT A



# 1905-SUP

**PUBLIC HEARING** Case 1905-SUP/5100 Belt Line Road, Suite 800 & 812 (Ill Forks).  
Hold a public hearing, present, discuss, and consider action on a request for a Special Use Permit (SUP) for property located at 5100 Belt Line Road, Suite 800 and 812, that is currently zoned Planned Development (PD), through Ordinance No. O23-03, to allow a restaurant with the sale of alcoholic beverages for on-premises consumption.

## LOCATION MAP





February 20, 2024

## STAFF REPORT

RE: 1905-SUP/5100 Belt Line Road, Suite 800 & 812 (III Forks)

LOCATION: 5100 Belt Line Road, Suite 800 & 812

REQUEST: Approval of a Special Use Permit for a restaurant with the sale of alcoholic beverages for on-premises consumption. (Application Date: 12/21/2023)

APPLICANT: Rocky Vanover, III Forks Addison, LP

## DISCUSSION:

Background: The subject property is located at 5100 Belt Line Road, Suite 800 and 812. The proposed restaurant would occupy two currently vacant suites within Village on the Parkway, generally situated at the southeast corner of Belt Line Road and the Dallas North Tollway. The space was formerly occupied by retail stores, Chico's and Soma. The center is zoned Planned Development (PD), Ordinance No. O12-002, and as amended by Ordinance No. O23-03.

III Forks is a steakhouse, offering a fine dining menu and atmosphere. The concept first originated in North Texas in 1998. The concept now operates in Frisco, Texas, Austin, Texas, and Jacksonville, Florida. The restaurant's menu includes high-quality steaks, seafood, pork, and complementary side dishes. The bar will provide a variety of cocktails and wine.

The restaurant proposes to combine two existing suites (800 and 812), resulting in a 6,002 square foot space in Block 800 at Village on the Parkway. A new patio would provide an additional 554 square feet of outdoor dining area. III Forks proposes to offer alcohol sales for on-premises consumption at a new bar within the restaurant. The proposed operating hours are 4:30 pm – 10:00 pm, Sunday through Thursday and 4:30 pm – 11:00 pm on Friday and Saturday. It is anticipated that III Forks will have a total of 60-75 hourly employees and a management team of 6 employees.

The PD Ordinance allows restaurants with the sale of alcoholic beverages for on-premises consumption through the approval of an SUP. The proposed use complies with the site development standards associated with these ordinances.

Proposed Plan: With this request, III Forks proposes an interior and exterior remodel and a new patio with perimeter landscaping. The proposed restaurant will provide seating for approximately 233 individuals (189 indoor and 44 patio seats). The interior floor plan is comprised of two private dining rooms, kitchen and service areas, a bar, and table, booth, and bar seating throughout. The restaurant will utilize the solid waste facilities within the existing service yard, northwest of the suite.

Parking: PD, Ordinance No. O23-03, identifies a parking ratio of 1 space for each 225 square feet for all uses (except theaters) within Village on the Parkway. The parking requirements for a theater is 1 space for each 3 seats. The center currently requires a total of 2,127 parking spaces. The addition of a 554 square foot patio would result in a total required parking of 2,130 spaces.

The total, approved parking to be provided within the center is 2,260 spaces (1,638 surface spaces and 622 garage spaces). This includes the redevelopment and site improvements within Block 900 of Village on the Parkway, which is currently under construction (approved via Ordinance No. O23-03). The proposal is in compliance with the parking requirements.

Exterior Facades: III Forks proposes a remodel to the west, south, and east facades as reflected in the façade plans and renderings. The primary entrance to the restaurant will be on the east façade, near the northeast corner of the suite. A new canopy is proposed at the new primary entrance. The façade materials include stucco, faux wood, metal, and glass.

A new outdoor patio will be constructed along the south and east perimeter of the restaurant. The patio will have a retractable fabric cover to provide shade.

Landscaping and Open Space: The proposed landscape modifications include new shrubs, perennials, groundcover, and ornamental grasses within existing landscape beds southeast of the restaurant and new planters surrounding the proposed patio spaces. The new planters will be irrigated and reinforced to provide a safety barrier for customers.

This request does not include a decrease in open space provided or the removal of any existing trees.

## RECOMMENDATION: **APPROVAL WITH CONDITIONS**

The addition of III Forks at Village on the Parkway will expand the fine dining restaurant offerings in Addison and provide new outdoor dining space within the center. The restaurant will occupy two vacant suites and will include a significant reinvestment resulting in a unique and modern exterior façade.

Staff recommends approval of these requests, subject to the following conditions:

- The applicant shall not use any terms or graphic depictions that relate to alcoholic beverages in any exterior signage.



Case 1905-SUP/5100 Belt Line Road, Suite 800 & 812 (Ill Forks)

February 20, 2024

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on February 20, 2024, voted to recommend approval of a request for a Special Use Permit (SUP) to allow a restaurant with the sale of alcohol for on-premises consumption on a property located at 5100 Belt Line Road, Suite 800 and 812, which is currently zoned Planned Development (PD), Ordinance No. O23-03, with the following condition:

- The applicant shall not use any terms or graphic depictions that relate to alcoholic beverages in any exterior signage.

Voting Aye: Barker, Chavez, Fansler, Smith

Voting Nay: none

Absent: Braun, Faircloth

SPEAKERS AT THE PUBLIC HEARING:

For: none

On: none

Against: none



January 11, 2024

Town of Addison Development Services

16801 Westgrove Drive

Addison, TX 75001

RE: III Forks Addison - Letter of Intent and Description of Brand

To whom it may concern,

Brief History

The iconic North Texas steakhouse first opened along the Dallas North Tollway in 1998, earning acclaim and accolades. III Forks decamped the grandiose original location in 2020, moving to a more intimate space in Frisco along the Sam Rayburn Tollway at Legacy Drive. The brand also operates in downtown Austin TX and in Jacksonville FL. Each III Forks is built to suit the local market based on the original values and standards – Exceptional Food, Excellent Service and Extraordinary People.

The menu is a curated selection of the finest beef including USDA Prime, American Wagyu, Certified Angus Beef and Japanese Wagyu steaks. The menu also offers a range of alternatives including Chilean Sea Bass, Cold Water Lobster, Double Cut Pork Chops and more. The flavors are complemented by a range of side dishes such as Brussel Sprouts, Asparagus, Macaroni Lobster and Cheese, and fresh off the cob Creamed Corn. III Forks proudly pours craft cocktails and world-class wines.

The fine dining restaurant offers an atmosphere that is elegant, sophisticated and suited to entertaining business associates and friends who appreciate the finer things in life.



III Forks Addison

The proposed III Forks restaurant in Addison, TX is 6,002 SF, including a bar and patio dining. We anticipate having approximately 60- 75 hourly employees, being led by a management team of about 6; the management team includes chefs, bar managers, a GM, and an Assistant GM. This location will be open 7 days a week from 4:30 to 10:00 pm (11:00 pm on Fri/Sat) with the exception of a few holidays.

Should you have any questions or concerns, please do not hesitate to contact me directly.

**Rocky Vanover**

Vice President, Design & Construction  
Consolidated Restaurant Operations, Inc.  
12200 N Stemmons Fwy – Suite 100  
Dallas TX 75234  
(972) 241-5500  
rvanover@croinc.com

BELT LINE ROAD

SAKOWITZ DRIVE  
PUBLIC ROW

EXISTING PARKING COUNT:	
EXISTING REQUIRED PARKING:	2,127 (1,699 SPACES FOR RETAIL/ RESTAURANT & 428 SPACES FOR THEATER)
EXISTING APPROVED PARKING:	2,260
TOTAL SQUARE FOOTAGE:	382,156 SQFT WITH PATIOS

PROPOSED PARKING COUNT:	
ADDED PATIO SQUARE FOOTAGE:	554 SQFT
NO. OF NEW SPACES REQUIRED:	2.46 SPACES
PROPOSED TOTAL SQUARE FOOTAGE:	382,710 SQFT WITH PATIOS
PROPOSED REQUIRED PARKING:	2,130
EXISTING APPROVED PARKING:	2,260

NEW/ EXISTING  
COMPACTOR  
DUMPSTER LOCATION  
IN EXISTING REAR  
SERVICE YARD

DALLAS PARKWAY

ENTRY CANOPY  
PROPOSED  
III FORKS LOCATION  
UNITS 800 & 812

EX. UNIT WATER  
METER TO MEET  
CURRENT STANDARDS

MONTFORT DRIVE

ARCHITECT:  
**Harrison.**  
U S A, LLC  
TEXAS: 14850 Quorum Drive, Suite 450  
Dallas, TX 75254  
Phone 972.807.9257



R. GEOFFREY SPAETE #16706  
01/12/2024

REVISIONS:

Δ	date	revision

SUP SUBMITTAL

CASE No. 1905-SUP

project name and address

III FORKS RESTAURANT  
ADDISON, TX

Address:  
5100 BELT LINE ROAD  
STE. 800 & 812  
DALLAS, TX 75254

date: 12-20-2023

drawn by: STAFF

reviewed by: GS

project #: 5440

sheet title

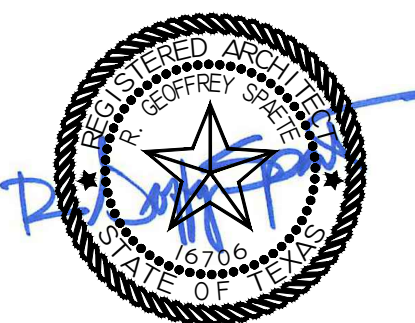
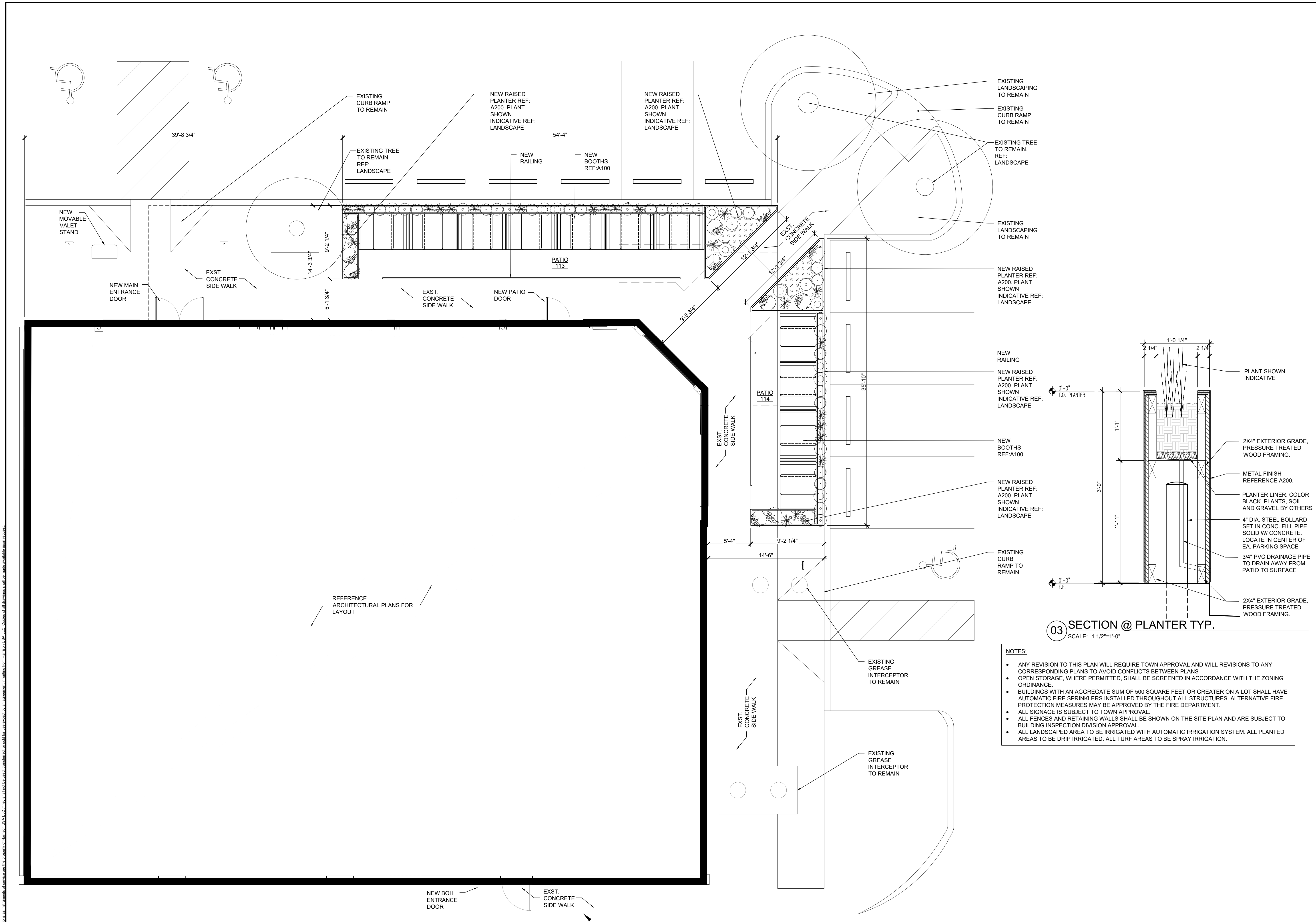
ARCHITECTURAL  
SITE PLAN

sheet number

**A001**



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R. GEOFFREY SPAETE #16706  
 01/12/2024

REVISIONS:

Δ	date	revision

SUP SUBMITTAL  
 CASE No. 1905-SUP

project name and address  
 III FORKS RESTAURANT  
 ADDISON, TX  
 Address:  
 5100 BELT LINE ROAD  
 STE. 800 & 812  
 DALLAS, TX 75254

date: 12-20-2023
drawn by: STAFF
reviewed by: GS
project #: 5440

sheet title  
**ARCHITECTURAL PATIO PLAN**

sheet number  
**A002**

**OWNER**  
VP Design, Construction & Facilities  
Consolidate Restaurant Operations, Inc.  
12200 Stemmons Freeway  
Suite 100  
Dallas, TX 75234

**ARCHITECT**  
Harrison  
14850 Quorum Drive  
Suite 450  
Dallas, TX 75254


**III FORKS RESTAURANT**  
ADDISON, TEXAS  
CASE#: 1905-SUP

Rev:	Date:	Description:

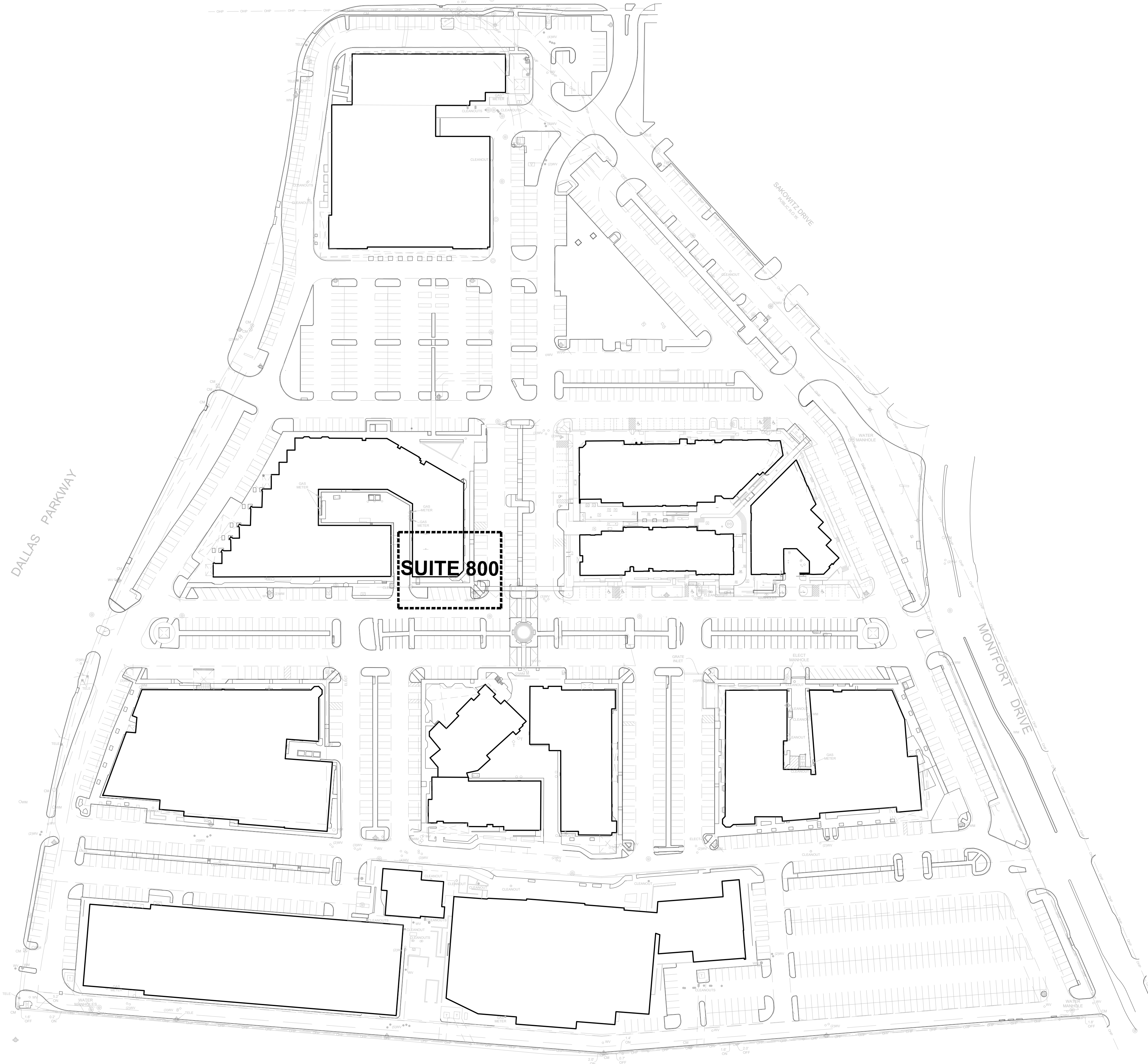
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Date: FEBRUARY 1, 2024  
Issue: PERMIT

Sheet Title:  
**VICINITY PLAN**

Sheet Number:  
**L-1**



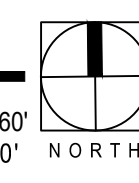
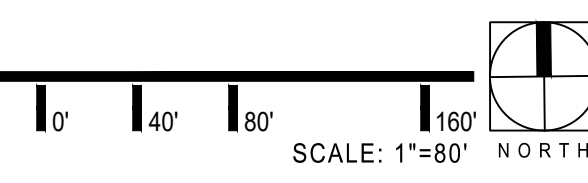
BELT LINE ROAD



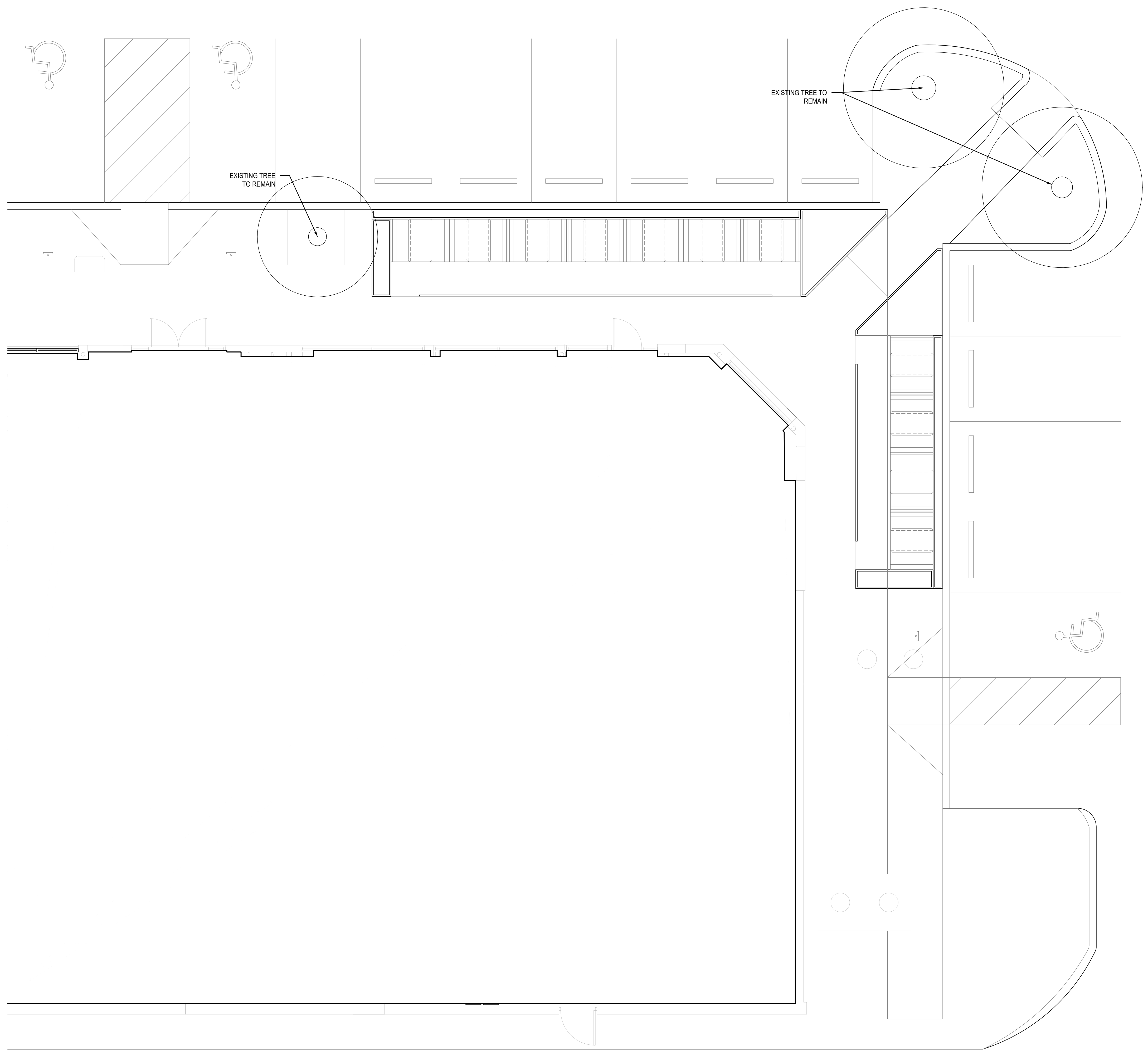
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**1 VICINITY PLAN**



Drawing name: O:\04-Projects\24003 - III Forks\04 Permit\04 CAD\02 Sheets\01-Permit\24003-LP.dwg L-2 Feb 01, 2024 9:17am by: demisse.ramirez



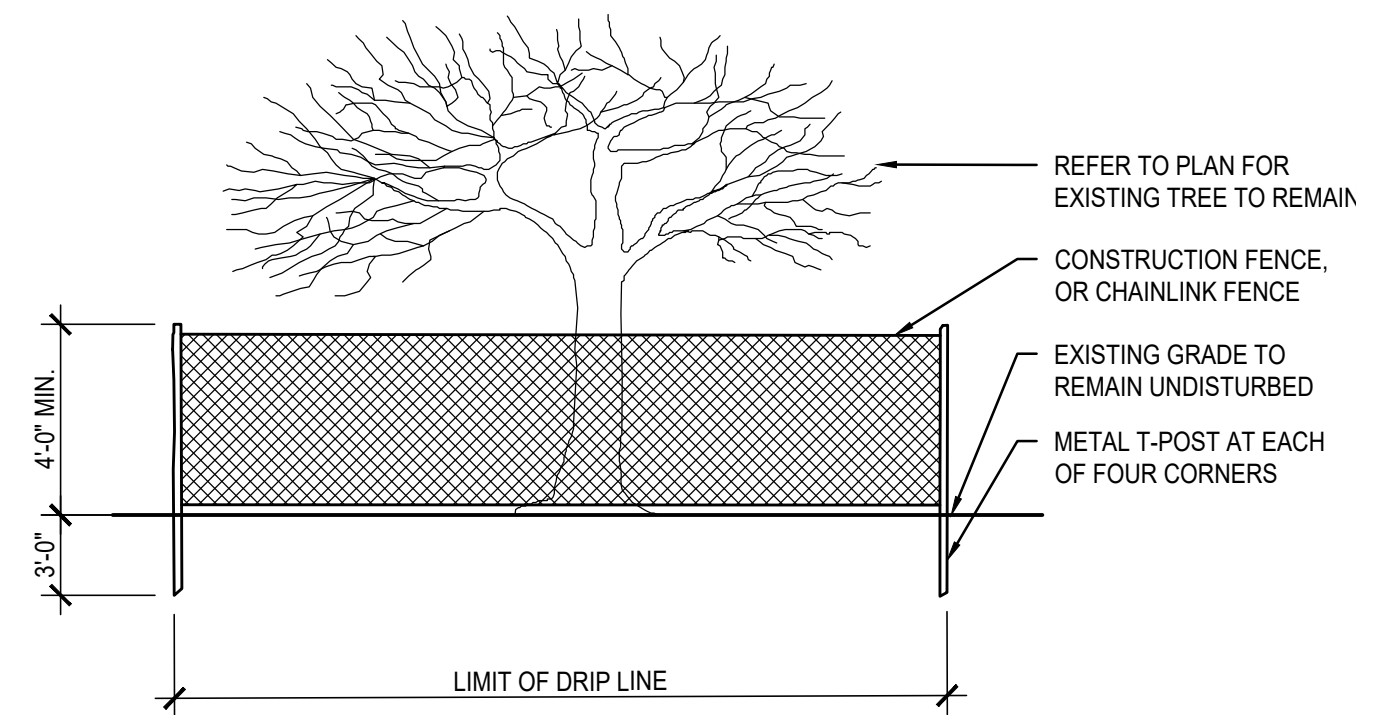
**NOTES:**  
 ALL EXISTING TREES ARE TO REMAIN.  
 CONTRACTOR SHALL PROTECT EXISTING TREES AT ALL TIME



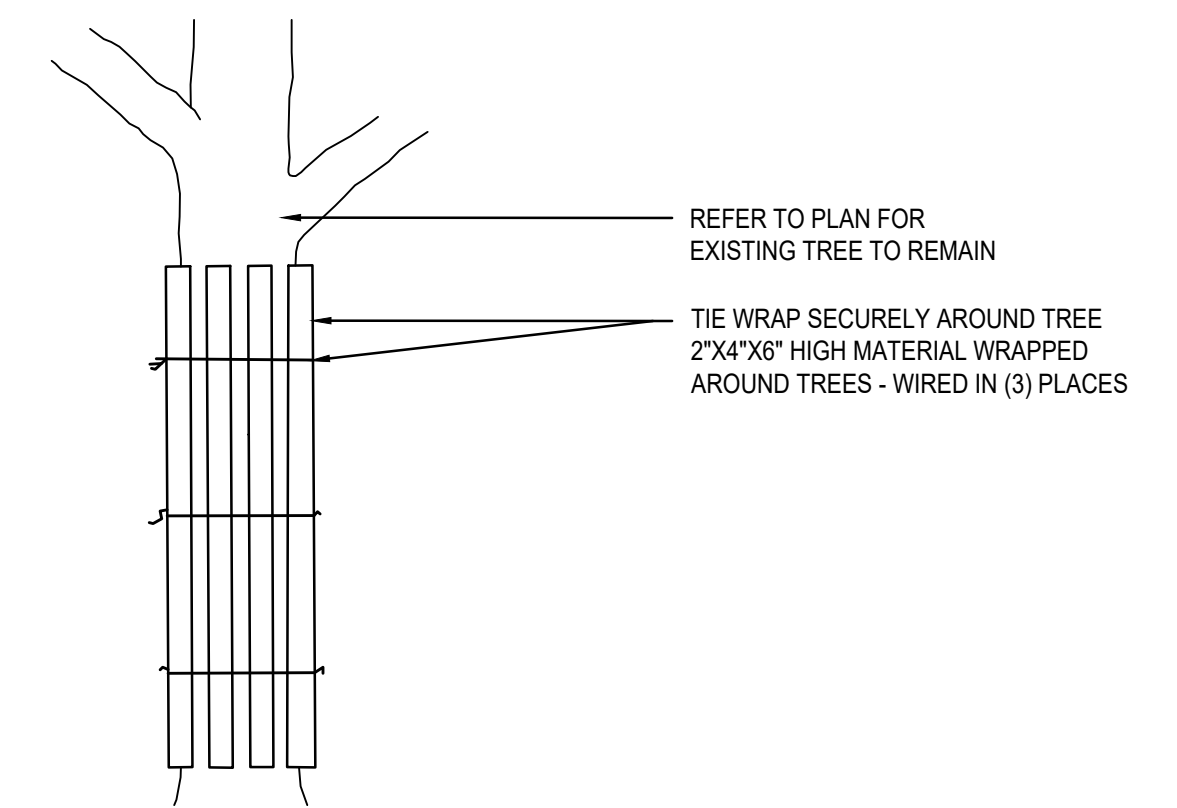
**OWNER**  
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 Consolidate Restaurant Operations, Inc.  
 12200 Stemmons Freeway  
 Suite 100  
 Dallas, TX 75234

**ARCHITECT**  
 Harrison  
 14850 Quorum Drive  
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 Dallas, TX 75254

**III FORKS RESTAURANT**  
 ADDISON, TEXAS  
 CASE#: 1905-SUP



**2 TREE PROTECTION FENCING**  
 ELEVATION NOT TO SCALE



**3 TREE WRAP PROTECTION**  
 ELEVATION NOT TO SCALE


**1 TREE PROTECTION PLAN**



Rev:	Date:	Description:

Project Number: 24003  
 Date: FEBRUARY 1, 2024  
 Issue: PERMIT

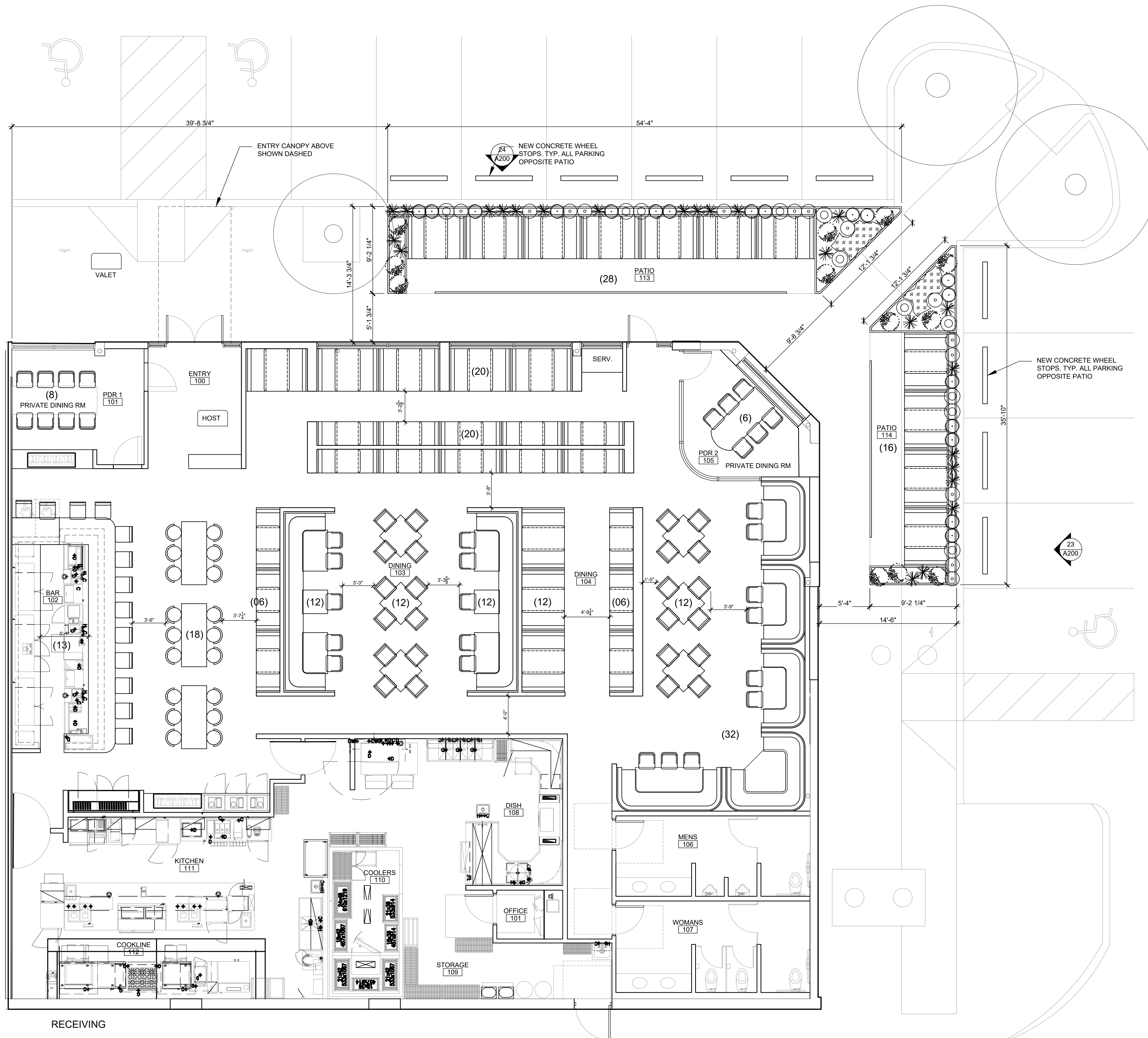
Sheet Title:  
**TREE PROTECTION PLAN**



Sheet Number:  
**L-2**



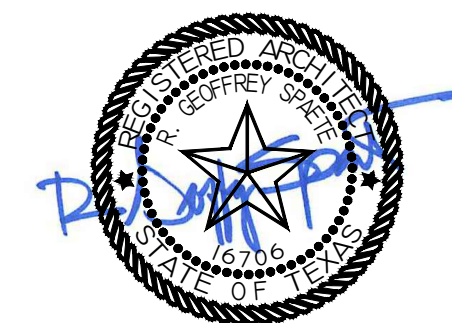
COPYRIGHT: Drawings and specifications are the property of Harrison USA, LLC. They shall not be used, retransmitted or used for any other project without the written consent of Harrison USA, LLC. Copies of all drawings will be made available upon request.



SEAT COUNT	
<b>INTERIOR</b>	
BAR STOOLS	- 13
BAR SEATS (HIGH TOPS)	- 24
DINING	- 138
PDR	- 14
<b>EXTERIOR</b>	
PATIO	- 44
<b>TOTAL</b>	<b>- 233</b>

SUITE INTERIOR SQFT	
BUILDING SUITE	- 6002 SQFT
NEW PATIO	- 654 SQFT
<b>TOTAL</b>	<b>- 6556 SQFT</b>

ARCHITECT:  
**Harrison.**  
 U S A, LLC  
 TEXAS: 14850 Quorum Drive, Suite 450  
 Dallas, TX 75254  
 Phone 972.807.9257



R. GEOFFREY SPAETE #16706  
 01/12/2024

REVISIONS:		
Δ	date	revision

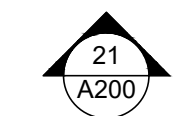
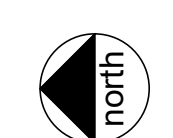
SUP SUBMITTAL  
 CASE No. 1905-SUP

project name and address  
 III FORKS RESTAURANT  
 ADDISON, TX  
 Address:  
 5100 BELT LINE ROAD  
 STE. 800 & 812  
 DALLAS, TX 75254

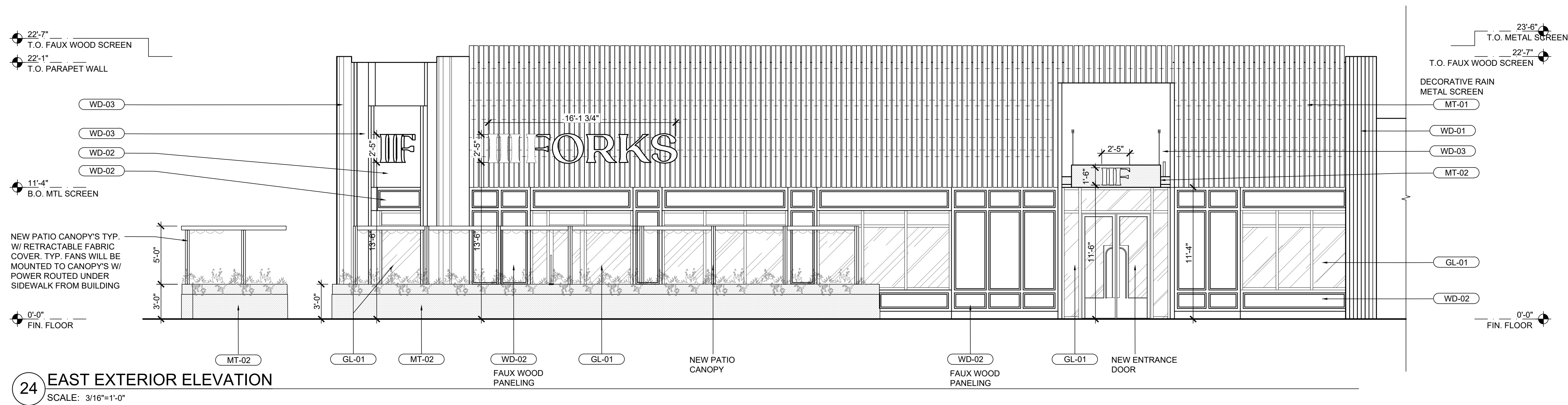
date: 12-20-2023
drawn by: STAFF
reviewed by: GS
project #: 5440

sheet title  
**FLOOR PLAN**

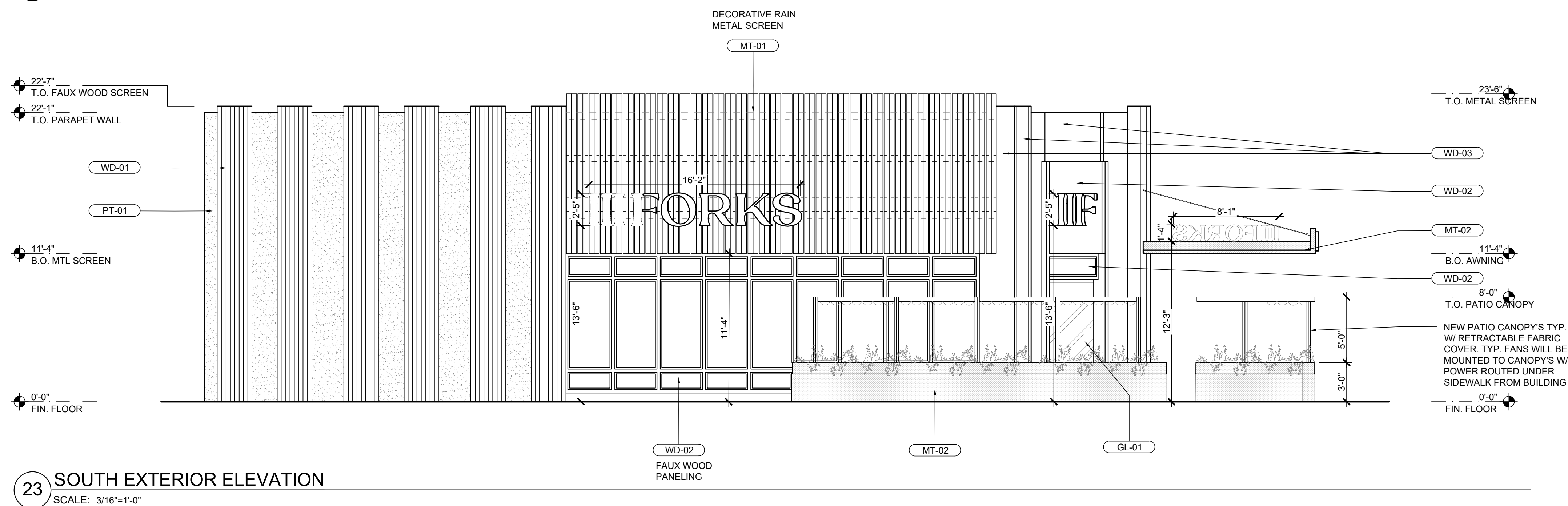
sheet number  
**A100**



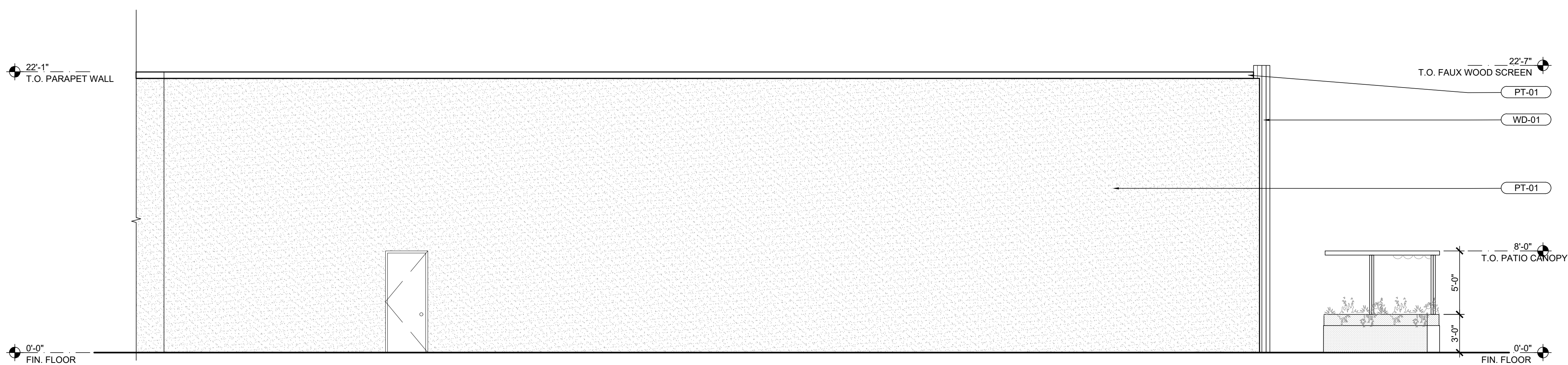
SIGNAGE IS NOT APPROVED VIA ZONING AND APPLICANT ACKNOWLEDGES THAT A SEPARATE APPLICATION AND PERMIT IS REQUIRED FOR SIGNAGE



24 EAST EXTERIOR ELEVATION  
SCALE: 3/16"=1'-0"



23 SOUTH EXTERIOR ELEVATION  
SCALE: 3/16"=1'-0"



21 WEST EXTERIOR ELEVATION  
SCALE: 3/16"=1'-0"

BUILDING MATERIAL CALCULATIONS

ELEVATION	MATERIAL	CALCULATION %
EAST EXTERIOR ELEVATION	GLASS(STOREFRONT)	14%
	STUCCO	0%
	METAL SCREEN	41%
	FAUX WOOD	17%
WEST EXTERIOR ELEVATION	GLASS(STOREFRONT)	0%
	STUCCO	99%
	METAL SCREEN	0%
	FAUX WOOD	1%
SOUTH EXTERIOR ELEVATION	GLASS(STOREFRONT)	1%
	STUCCO	6%
	METAL SCREEN	36%
	FAUX WOOD	25%
TOTAL	GLASS	15%
	STUCCO	105%

FINISH LEGEND

	PT-01 NEW STUCCO PAINTED CREAM
	WD-01 NEW FAUX TAMBOR WOOD BRAZILIAN IPE FINISH
	WD-02 NEW FAUX WOOD PANELLING PAINTED DARK BROWN
	WD-03 NEW FAUX WOOD SIDING BRAZILIAN IPE FINISH
	MT-01 NEW BURNT GOLD METAL PANEL
	MT-02 NEW BLACK METAL FINISH
	GL-01 NEW GLASS

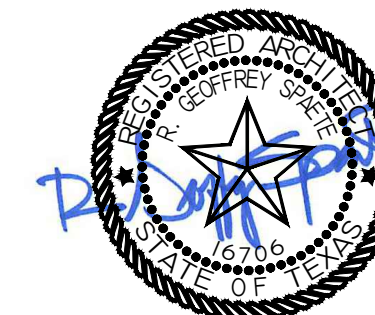
FACADE PLAN NOTES

- THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL BY THE DEVELOPMENT SERVICES.
- ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING ORDINANCE.
- WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
- ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY DEVELOPMENT SERVICES.
- ROOF ACCESS SHALL BE PROVIDED INTERNALLY, UNLESS OTHERWISE PERMITTED BY THE CHIEF BUILDING OFFICIAL.

ARCHITECT:

**Harrison.**

U S A, LLC  
TEXAS: 14850 Quorum Drive, Suite 450  
Dallas, TX 75254  
Phone 972.807.9257



R. GEOFFREY SPAETE #16706  
01/12/2024

REVISIONS:

Δ	date	revision

SUP SUBMITTAL  
CASE No. 1905-SUP

project name and address

III FORKS RESTAURANT  
ADDISON, TX  
Address:  
STUBBETT LINE ROAD  
S I E - 800 & 812  
DALLAS, TX 75254

date: 12-20-2023  
drawn by: STAFF  
reviewed by: GS  
project #: 5440

sheet title  
**EXTERIOR ELEVATIONS**

sheet number  
**A200**



THE FORKS



**FORKS**

**IF**



CORNER TREES HIDDEN FOR CLARITY



MIFOR



III FORKS

III FORKS

**City Council (FY24)**

**5. b.**

**Meeting Date:** 03/26/2024

**Department:** Development Services

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**AGENDA CAPTION:**

Hold a public hearing, present, discuss, and consider action on a request for a subdivision variance to install a new overhead electric power pole and supported electric utility infrastructure immediately south of the common property boundary of the Greenhill School campus (4141 Spring Valley Road), 4090 Juliard Drive, and 14604 Vintage Lane, in order to provide electric service to the newly constructed Valdes Stem + Innovation Center on the Greenhill School campus. Case SV2024-01/Greenhill School Subdivision Variance.

**BACKGROUND:**

In November 2021, The City Council approved a Special Use Permit (SUP) for the Valdes STEM + Innovation building on the Greenhill School campus. To facilitate the construction of this new building, Greenhill School advanced civil engineering and building plans throughout the first half of 2022, ultimately proceeding with site work in March 2022. At that time, Greenhill School's general contractor, Scott & Reid, worked with Oncor to install temporary power to serve this construction site. This entailed the installation of a temporary power pole at the northern edge of the Greenhill School campus, at the common boundary with the Townhomes of Addison neighborhood.

In August 2023, as the project advanced towards substantial completion, Scott & Reid and Oncor communicated to Town staff and Greenhill School that the previously installed temporary power pole was required to remain as a permanent power pole, along with an additional overhead power pole that was installed south of Hornet Road, to support this project. This was in conflict with the Town's understanding of this project, as the approved building plans reflected service being taken from an existing power pole and being routed through an underground duct bank to the new onsite transformer that serves the site. After this issue was clarified, Town staff provided initial notice to both Greenhill School and Oncor that this installation of permanent overhead electric infrastructure was in violation of Town code.

Specifically, the Town's Subdivision Ordinance states that:

- "Subdivision plat[s] or site plan[s] filed with or submitted to the Town for approval on or after June 23, 1982, shall be approved [if] such plan or plat requires all electric utility lateral and service lines to be constructed

- underground;
- In special or unique circumstances or to avoid undue hardship, the City Council may authorize variances and exceptions from this requirement and permit the construction and maintenance of overhead electric utility lateral or service lines and may approve any plat with such approved variances or exceptions;” and
- “It is the intent of this Section that no overhead electric utility lateral or service lines be constructed without a variance or exception having been obtained for the subdivision plat or site plan.”

In January 2024, the Town issued final notice of violation to Greenhill School regarding this code violation. The notice required Greenhill School to correct this violation or exercise their right to request a Subdivision Variance. In February 2024, Greenhill School submitted a variance request and proposed an alternative compliance plan. Through continued discussion with Oncor, it was determined that adding the service to an existing pole or upgrading an existing pole to provide more equipment carrying capacity was not technically feasible, and a new pole was required to serve the site. With this request, Greenhill School has proposed an alternative compliance plan where they would remove the two new power poles and overhead lines installed in violation of Town code, and add one new power pole south of the common property boundary of the Greenhill School campus (4141 Spring Valley Road), 4090 Juliard Drive, and 14604 Vintage Lane. All powerlines extended from this proposed new pole would be routed through an underground duct bank to the new onsite transformer that serves the site.

Staff supports this proposed alternative compliance plan as denying this request to access the nearest available electrical service would create a hardship for Greenhill School, as the next nearest available service is located over 1,000 feet to the south. The proposed solution appropriately mitigates the impact of the new infrastructure by placing it at a location where no trees would be harmed and out of the primary viewshed of the adjacent townhome and single-family detached home.

While this issue is outstanding, the Town did issue a Temporary Certificate of Occupancy (TCO) for the Valdes STEM + Innovation building that will expire at the end of the school year (May 28th). If this variance request is approved, a new CO should not be issued for that building until the overhead electric compliance work (to include the removal of noncompliant infrastructure) has been substantially completed.

**RECOMMENDATION:**

Administration recommends approval of the request with the following conditions:

- All noncompliant overhead electric utility infrastructure that was installed to support the Valdes Stem + Innovation Center is removed prior to issuance of a permanent Certificate of Occupancy for the building.
- All required work associated with this variance and the above condition shall commence following the end of the current school year (May 28, 2024) and shall be substantially completed prior to the start of the 2024-25 school year (August 22, 2024). No Certificate of Occupancy shall be issued prior to substantial completion of the work approved by this variance.

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### **Attachments**

SV2024-01 Presentation

SV2024-01 Ordinance

SV2024-01 Letter of Intent

SV2024-01 Alternative Compliance Plan

SV2024-01 Site Exhibits

SV2024-01 Notice of Violation

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**Greenhill School  
Subdivision Variance  
(SV2024-01)**

**ADDISON**

# Case SV2024-01 Greenhill School Subdivision Variance

ADDISON

## LOCATION:

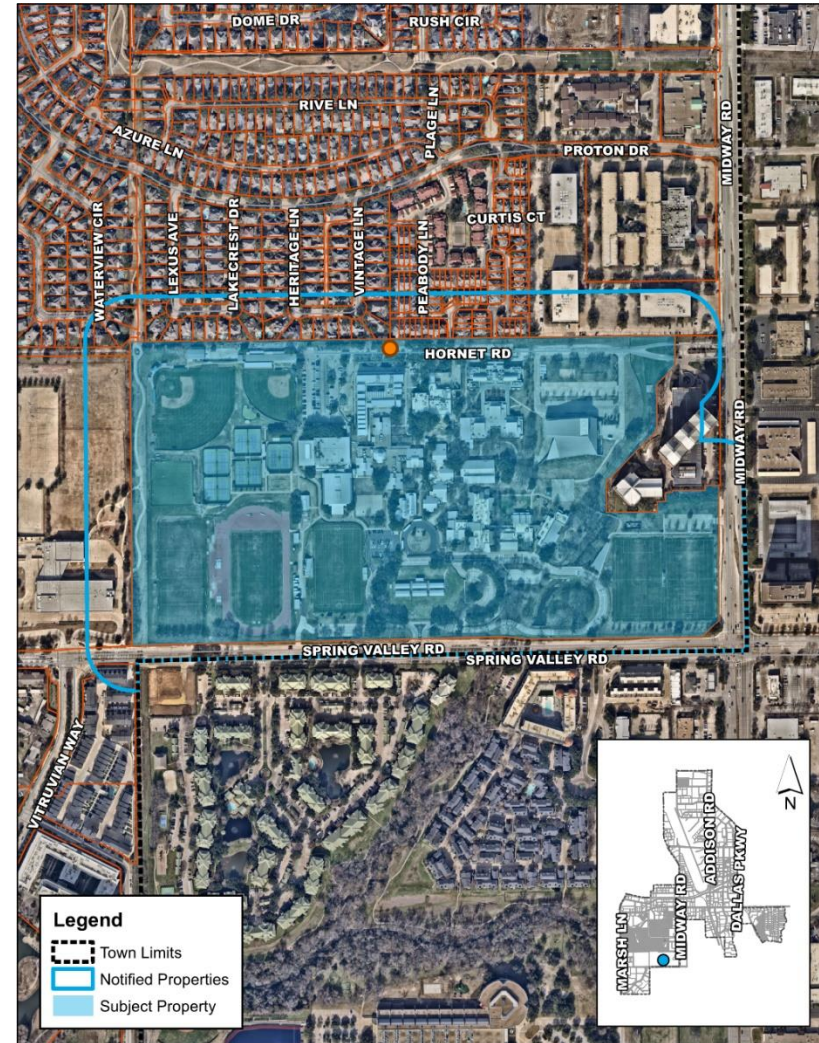
4141 Spring Valley Road

## REQUEST:

Approval of a Subdivision Variance to allow a new overhead electric power pole and supported electric utility infrastructure to provide electric service to the newly constructed Valdes Stem + Innovation Center on the Greenhill School Campus.

## ACTION REQUIRED:

Discuss and consider action on the appropriateness of the proposed Subdivision Variance request.



# Case SV2024-01 Greenhill School Subdivision Variance

ADDISON

## SITE HISTORY:

November, 2021 – The Town approved a Special Use Permit (SUP) for the Valdes STEM + Innovation Center. No additional power poles were depicted on the approved site plan.

March, 2022 – The Town approved the civil engineering plans and released the project for site work to commence. No additional power poles were depicted on the approved plans. Following the commencement of site work, a “temporary” power pole was installed adjacent to the Townhomes of Addison neighborhood.

May, 2022 – The Town approved the building permit for this project. No additional power poles were depicted on the approved building plans.

August, 2023 – Scott & Reid (project general contractor) and Oncor provided their first confirmation to Town and Greenhill School staff that the previously designated “temporary” power pole was intended to be a permanent power pole. Town staff notified both Oncor and Greenhill School staff that this installation violated the Town’s subdivision ordinance.

January, 2024 – The Town issued a Notice of Violation to the Greenhill School.

Present – In response to the issued Notice of Violation, Greenhill has filed a Subdivision Variance request. While this request is being considered, the Town has issued a Temporary Certificate of Occupancy for the Valdes STEM + Innovation building that expires at the end of the current school year.



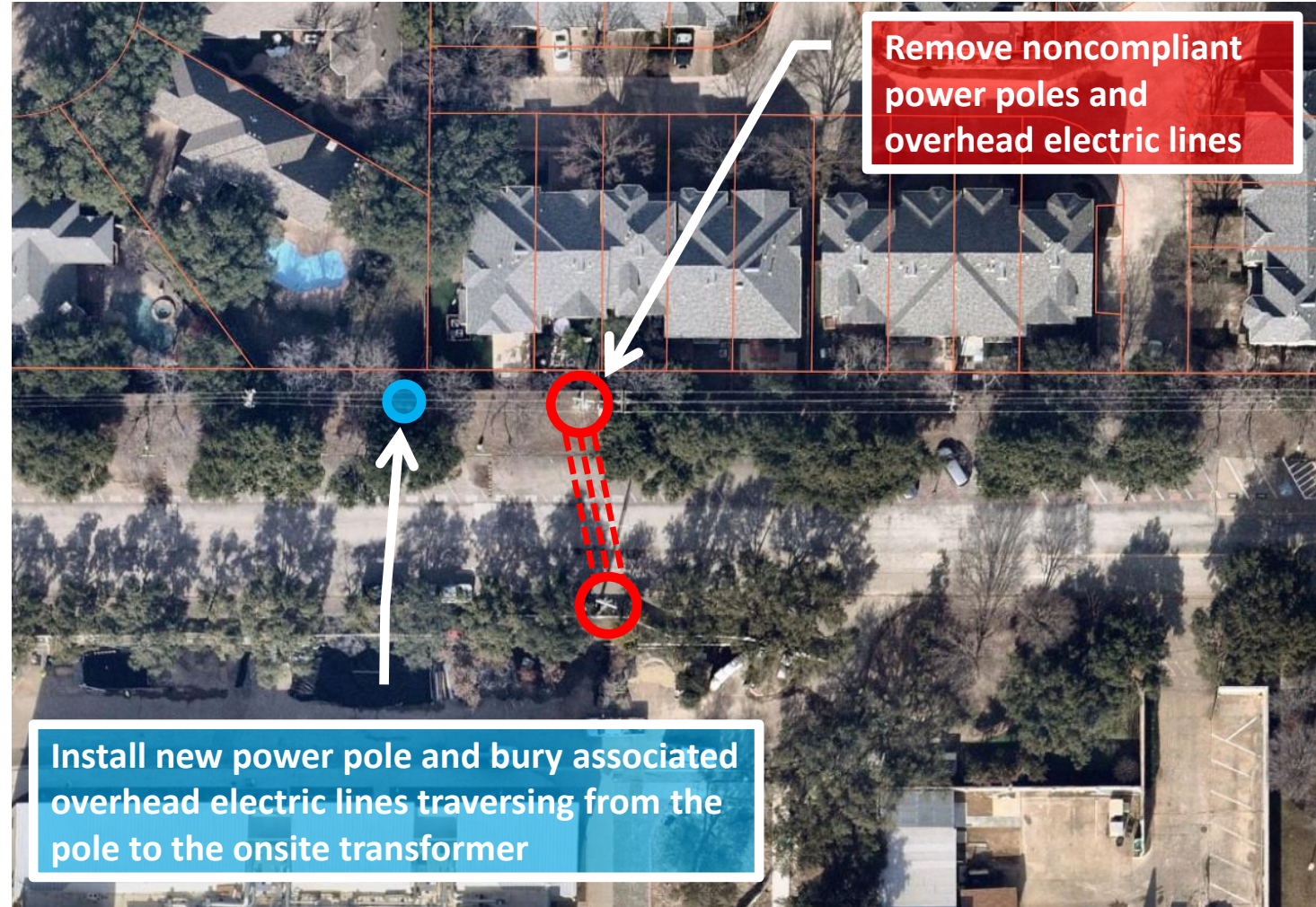
## SUBDIVISION REGULATIONS:

- The Town’s subdivision ordinance states that:
  - “Subdivision plat[s] or site plan[s] filed with or submitted to the Town for approval on or after June 23, 1982, shall be approved [if] such plan or plat requires all electric utility lateral and service lines to be constructed underground;”
  - In special or unique circumstances or to avoid undue hardship, the City Council may authorize variances and exceptions from this requirement and permit the construction and maintenance of overhead electric utility lateral or service lines and may approve any plat with such approved variances or exceptions;” and
  - “It is the intent of this Section that no overhead electric utility lateral or service lines be constructed without a variance or exception having been obtained for the subdivision plat or site plan.”

# Case SV2024-01 Greenhill School Subdivision Variance

ADDISON

## PROPOSED COMPLIANCE PLAN



# Case SV2024-01 Greenhill School Subdivision Variance

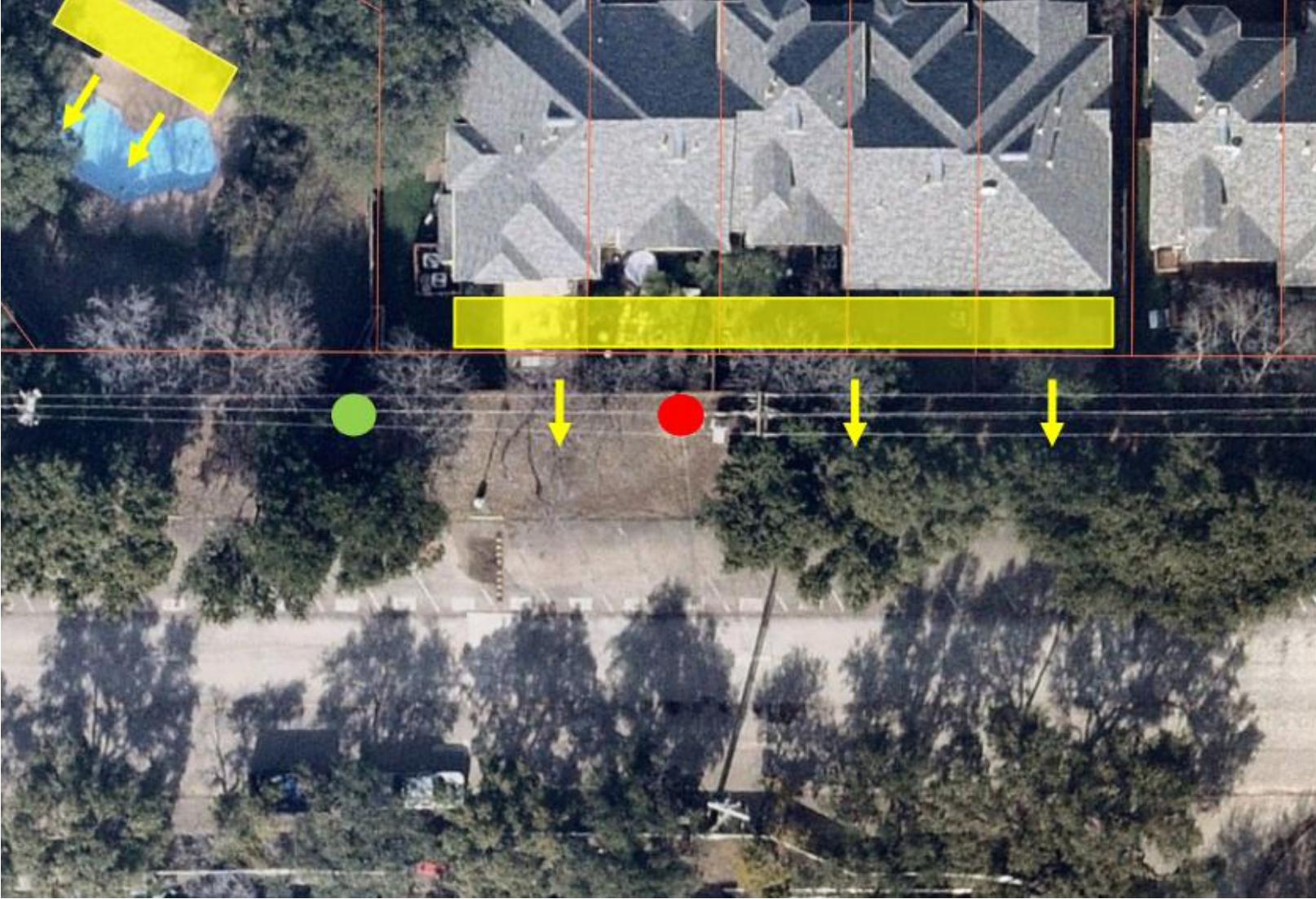


Ground View:  
Proposed Location of  
New Utility Pole



Existing  
Utility Pole

# Case SV2024-01 Greenhill School Subdivision Variance



Visual  
Line of Sight

## MERITS OF THE VARIANCE REQUEST:

- Oncor has determined that it is not feasible to utilize or upgrade an existing power pole to support the electric service for the Valdes STEM + Innovation building.
- The next closest overhead electric lines that could possibly serve this site are located at the Spring Valley Road frontage, which is over 1,000 feet to the south of this building.
- The proposed solution would eliminate a nuisance installation that is in violation of Town code and would be placed in a location that is not in direct view of any residential property. It also would not impact any trees in its vicinity.

**Strict enforcement of the applicable regulation would create a hardship.**



## RECOMMENDATION:

Staff recommends **approval of the request with the following conditions:**

- All noncompliant overhead electric utility infrastructure that was installed to support the Valdes Stem + Innovation Center is removed prior to issuance of a permanent Certificate of Occupancy for the building.
- All required work associated with this variance and the above condition shall commence following the end of the current school year (May 28, 2024) and shall be substantially completed prior to the start of the 2024-25 school year (August 22, 2024). No Certificate of Occupancy shall be issued prior to substantial completion of the work approved by this variance.

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

**AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, GRANTING A SUBDIVISION VARIANCE TO APPENDIX B OF THE CODE OF ORDINANCES FOR GREENHILL SCHOOL, A PRIVATE SCHOOL LOCATED AT 4141 SPRING VALLEY ROAD, TO ALLOW THE INSTALLATION OF AN OVERHEAD ELECTRIC POWER POLE AND SUPPORTED ELECTRIC UTILITY INFRASTRUCTURE; PROVIDING A PENALTY NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING A SAVINGS CLAUSE, SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.**

**WHEREAS**, Appendix B of the Code of Ordinances regulates subdivisions in the Town of Addison; and

**WHEREAS**, Section XVI(G)(2) of Appendix B requires all approved subdivision plats or site plans filed with the Town after June 23, 1982, construct electric utility lateral and service lines underground; and

**WHEREAS**, Section XVI(G)(2) permits the City Council to approve variances and/or exceptions to Section XVI(G)(2) and undergrounding of electric utilities upon a showing of special or unique circumstances or to avoid undue hardship; and

**WHEREAS**, after due deliberations and consideration of the information received at a public hearing and other relevant information and materials, the City Council of the Town of Addison, Texas has determined that granting the subdivision variance to Section XVI(G)(2) contained herein is in the best interest of the public.

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

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

**SECTION 2.** A subdivision variance to Section XVI(G)(2) of Appendix B of the Code of Ordinances is hereby granted for Greenhill School, a private school located at 4141 Spring Valley Road, Addison, Texas, to allow for the installation of an overhead electric power pole and supported electric utility infrastructure, as depicted in **Exhibit A**, subject to the following conditions:

- a) All noncompliant overhead electric utility infrastructure that was installed to support the Valdes STEM + Innovation Center is removed prior to issuance of a permanent Certificate of Occupancy for the building; and
- b) All required work associated with this variance and the above condition shall commence following the end of the current school year (May 28, 2024) and shall be substantially completed prior to the start of the 2024-25 school year (August 22, 2024). No Certificate

of Occupancy shall be issued prior to substantial completion of the work approved by this variance and consistent with Exhibit A.

Except as permitted herein, the Property shall fully comply with Appendix B of the Code of Ordinances.

**SECTION 3.** Any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the city, 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.** 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.

**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas, on this the **26<sup>TH</sup>** day of **MARCH** 2024.

**TOWN OF ADDISON, TEXAS**

\_\_\_\_\_  
Bruce Arfsten, Mayor

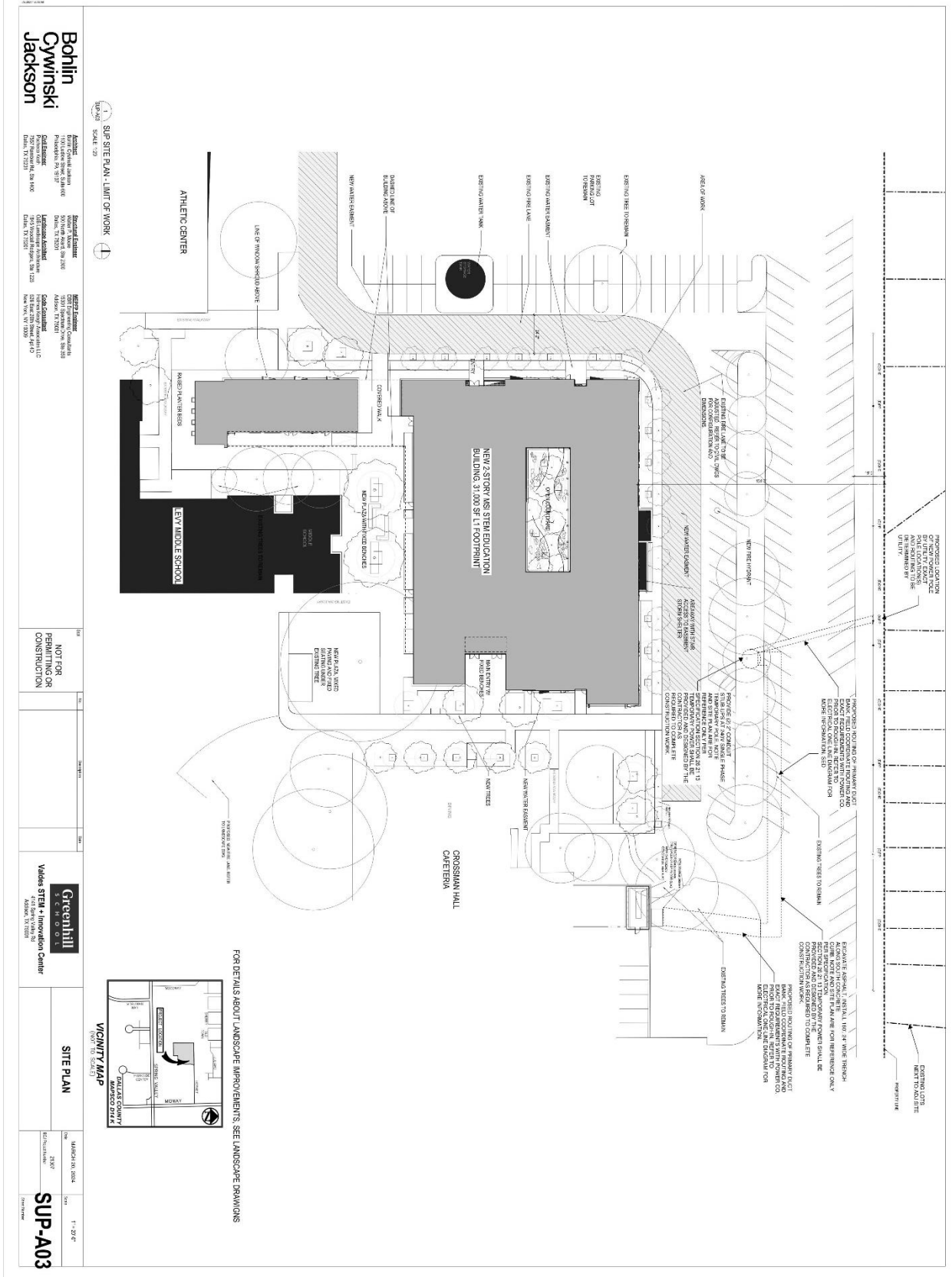
**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Valencia Garcia, Interim City Secretary

\_\_\_\_\_  
Whitt Wyatt, City Attorney

# EXHIBIT A



March 6, 2024

Mr. Ken Schmidt  
Director of Development Services  
Town of Addison  
18801 Westgrove Drive  
Addison, TX 75001

Re: Greenhill School Compliance Plan

Dear Mr. Schmidt:

This letter is submitted on behalf of our client, Greenhill School, as a supplement to our letter dated February 28, 2023. Described below is the compliance plan (the “Compliance Plan”) for Greenhill School, whereby a utility pole will be relocated closer to our client’s property line in order to provide new service to our client’s property.

Attached hereto are the following exhibits to illustrate the proposed relocation of the utility poles and ancillary facilities:

1. Site Plan (“Exhibit A”); and
2. Site Photos (“Exhibit B”).

As depicted on the Site Plan, the one (1) utility pole is located within an Oncor easement. The Site Plan also depicts a temporary utility pole that will be placed on the side of Hornet Road closest to our client’s property (the “Temporary Utility Pole”). *See* Site Plan, Note E7.45. The Temporary Utility Pole will be removed once full duct bank and underground facilities are installed. The purpose of the duct bank is to eliminate any need for overhead utility lines across Hornet Road.

Subject to any approvals required by the Town, our client will proceed with obtaining the necessary permits to effectuate this work and anticipates that the project will begin on or before May 28, 2024, the first business day following the last day of school instruction. The project schedule will require coordinated efforts between Oncor and our engineers, and it is anticipated that the work will take approximately ten (10) weeks to complete.

Mr. Ken Schmidt

March 6, 2024

Page 2

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This relocation should not require any tree removal or pruning; however, in the event such efforts become needed, our client will obtain a mitigation plan from a qualified design professional and submit said plan to the Town of Addison for approval.

Sincerely,

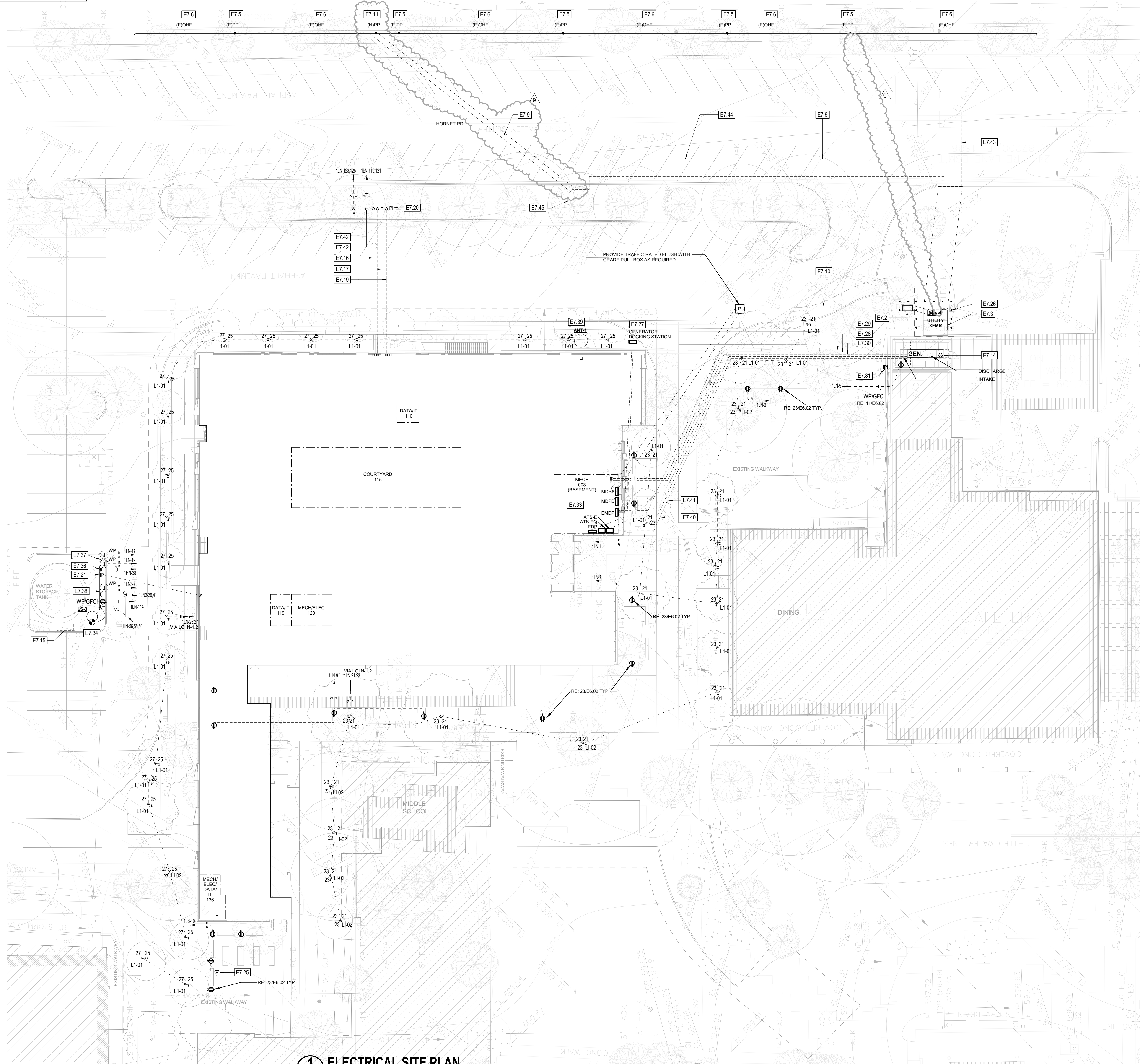
A handwritten signature in black ink, appearing to read 'Suzan Kedron', with a horizontal line extending to the right from the end of the signature.

Suzan Kedron

cc: Victoria Morris, Jackson Walker LLP  
Kendra Grace, Greenhill School

Enclosures

# EXHIBIT A



**1 ELECTRICAL SITE PLAN**  
E0.10 1" = 20'-0"

## ELECTRICAL GENERAL NOTES:

- A. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN EXCAVATING TO AVOID DAMAGE TO EXISTING POWER, COMMUNICATIONS, WATER AND/OR GAS LINES. THAT MAY BE BURIED IN AREAS OF NEW CONSTRUCTION OR WHEN DIGGING NEW TRENCHES FOR FEEDERS.
- B. ALL UNDERGROUND ELECTRICAL, DATA/COMM CONDUIT ROUTINGS SHALL BE COORDINATED WITH ALL EXISTING UNDERGROUND UTILITIES BURIED IN THE AREA OF EXCAVATION.
- C. THE CONTRACTOR SHALL COORDINATE WITH DATA/COMM TECHNOLOGY DRAWINGS FOR EXACT NUMBER OF EMPTY CONDUITS AND SIZES OF ALL UNDERGROUND DATA/COMM CONDUITS.
- D. CONTRACTOR SHALL VERIFY ALL EXTERIOR LIGHTING LOCATIONS WITH ARCHITECT PRIOR TO ROUGH-IN. REFER TO ARCHITECTURAL ELEVATIONS FOR EXACT MOUNTING HEIGHTS.
- E. CONTRACTOR SHALL COORDINATE ALL WORK AND EXACT LOCATIONS AND QUANTITIES WITH ARCHITECTURAL, LANDSCAPE AND CIVIL PLANS BEFORE INSTALLATION OF ELECTRICAL EQUIPMENT, ELECTRICAL FIXTURES, LIGHT FIXTURES, ETC.
- F. THE CONTRACTOR SHALL PROVIDE AND INSTALL PULL STRINGS IN ALL EMPTY UNDERGROUND CONDUITS.
- G. REFERENCE SPECIFICATIONS FOR MATERIALS AND METHODS.
- H. BORE NEW CONDUITS UNDERNEATH EXISTING PAVEMENT. COORDINATE WITH ARCHITECT PRIOR TO CONSTRUCTION WORK.

## # ELECTRICAL KEYED NOTES

- E7.2 PAD-MOUNTED NEMA 3R TERMINATION BOX. REFER TO ELECTRICAL ONE-LINE DIAGRAM FOR ADDITIONAL INFORMATION.
- E7.3 PROPOSED LOCATION OF POWER COMPANY PAD-MOUNTED TRANSFORMER WITH 480/277V/3PH. ADVISE SECONDARY PROVIDE CONCRETE PAD PER UTILITY SERVICE STANDARDS. COORDINATE LOCATION WITH POWER COMPANY, CIVIL AND ARCHITECT.
- E7.5 APPROXIMATE LOCATION OF EXISTING POWER COMPANY POWER POLE.
- E7.6 APPROXIMATE ROUTING OF EXIST POWER COMPANY OVERHEAD ELECTRICAL LINES.
- E7.8 PROPOSED ROUTING OF PRIMARY DUCT BANK. FIELD COORDINATE ROUTING AND EXACT REQUIREMENTS WITH POWER CO. PRIOR TO ROUGH-IN. REFER TO ELECTRICAL ONE-LINE DIAGRAM FOR MORE INFORMATION.
- E7.10 PROPOSED ROUTING OF SECONDARY DUCT BANK. FIELD COORDINATE ROUTING. REFER TO ELECTRICAL ONE-LINE DIAGRAM FOR MORE INFORMATION.
- E7.11 PROPOSED LOCATION OF NEW POWER POLE BY UTILITY. EXACT POLE LOCATION(S) AND ROUTING TO BE DETERMINED BY UTILITY.
- E7.14 PROPOSED LOCATION FOR NEW EMERGENCY GENERATOR. GENERATOR SHALL BE PROTECTED BY VENTILATED STORM RATED ENCLOSURE. COORDINATE LOCATION WITH CIVIL AND ARCHITECT.
- E7.15 APPROXIMATE LOCATION OF EXISTING BLINK ELECTRIC VEHICLE CHARGING TO BE REMOVED. DISCONNECT POWER AND REMOVE WIRE BACK TO POINT OF SOURCE. BELOW GRADE CONDUIT MAY BE ABANDONED. RETURN ANY SALVAGEABLE EQUIPMENT TO OWNER. CAP OFF EXISTING CONDUITS.
- E7.16 ROUTE (1) 1/2" CONDUIT FOR POWER AND (1) 2" CONDUIT FOR DATA FOR ELECTRIC VEHICLE CHARGING STATION. PROVIDE PULL STRINGS IN CONDUITS. ROUTE UNDERGROUND TO DATAT110. COORDINATE EXACT LOCATION WITH OWNER/CIVIL PRIOR TO ROUGH-IN. REFER TO CAP AND STAKE DETAIL ON ELECTRICAL DETAILS SHEET.
- E7.17 PROVIDE (1) 1" EMPTY CONDUIT WITH PULL STRING FOR FUTURE LIGHTING IN PLANTING BED. ROUTE UNDERGROUND TO DATAT110. COORDINATE LOCATION WITH OWNER/CIVIL PRIOR TO ROUGH-IN. REFER TO CAP AND STAKE DETAIL ON ELECTRICAL DETAILS SHEET.
- E7.19 PROVIDE (1) 1" EMPTY SPARE CONDUIT WITH PULL STRING. ROUTE UNDERGROUND TO DATAT110. REFER TO CAP AND STAKE DETAIL ON ELECTRICAL DETAILS SHEET.
- E7.20 PROVIDE (1) CONCRETE PULL BOX WITH TRAFFIC RATED COVER AND LETTERING OUTLINING THE UTILITIES WITHIN FOR FUTURE ELECTRICAL PATHWAY. PROVIDE (2) 2" CONDUITS WITH PULL STRINGS BACK TO ELEC 120.
- E7.21 PROVIDE (1) CONCRETE PULL BOX WITH TRAFFIC RATED COVER AND LETTERING OUTLINING THE UTILITIES WITHIN FOR FUTURE ELECTRICAL PATHWAY. PROVIDE (2) 2" CONDUITS. (2) 4" CONDUITS WITH PULL STRINGS BACK TO ELEC 120.
- E7.25 PROVIDE (1) CONCRETE PULL BOX WITH TRAFFIC RATED COVER AND LETTERING OUTLINING THE UTILITIES WITHIN FOR FUTURE ELECTRICAL PATHWAY TO GREENHOUSE. PROVIDE (2) 2" CONDUITS & (2) 4" CONDUITS WITH PULL STRINGS BACK TO ELEC 120.
- E7.26 PROVIDE CONCRETE FILLED REMOVEABLE-LOCKABLE BOLLARDS 4'-0" O.C (TYPICAL). REFER TO ELECTRICAL DETAILS SHEET.
- E7.27 PROPOSED LOCATION FOR GENERATOR MANUAL TRANSFER SWITCH WITH QUICK-CONNECT DOCKING STATION. PROVIDE GALVANIZED STEEL UNISTRUT RACK AS REQUIRED TO MOUNT DOCKING STATION. COORDINATE WITH ARCHITECT FOR FINAL LOCATION PRIOR TO ROUGH-IN. PROVIDE (2) 4" CONDUITS TO ATS-E AND EDP FOR POWER AND (1) 1" CONDUIT TO MECH 003 FOR CONTROLS. REFER TO ELECTRICAL ONE-LINE DIAGRAM FOR MORE INFORMATION.
- E7.28 PROVIDE (3) 1-1/4" CONDUITS (1) TO GENERATOR ANNUNCIATOR AND (2) TO ATS-S FOR CONTROL WIRING AND GENERATOR STARTING. ROUTE FROM GENERATOR TO MECH 003. PROVIDE CONDUITS WITH PULL STRINGS.
- E7.29 PROVIDE (2) 4" CONDUITS WITH PULL STRING FROM GENERATOR TO EMDP1 FOR EMERGENCY POWER FEEDER.
- E7.30 STUB-UP (4) 1" CONDUITS FOR EMERGENCY GENERATOR 208V COOLANT HEATER, 208V LUBE OIL HEATER, 120V WATER JACKET HEATER, 120V BATTERY CHARGER, 120V ANTI-CONDENSATE HEATER, AND 120V CONTROLS POWER. ROUTE UNDERGROUND. 120V CIRCUITS CAN BE ROUTED IN THE SAME CONDUIT. 2 CIRCUITS PER CONDUIT. DE-RATE WIRE PER NEC. ROUTE FROM GENERATOR TO MECH 003. REFER TO CONDUIT STUB-UP DETAIL.
- E7.31 PROVIDE CONCRETE PULL BOX WITH TRAFFIC RATED COVER AND LETTERING OUTLINING THE UTILITIES WITHIN FOR FUTURE DATA PATHWAY. PROVIDE (2) 2" CONDUIT WITH PULL STRINGS BACK TO DATAT119.
- E7.33 REFER TO POWER PLANS FOR EQUIPMENT LOCATIONS INSIDE BUILDING. TYPICAL PROVIDE POWER FOR LIFT STATION PUMP AND CONTROL CIRCUITS. ELECTRICAL CONTRACTOR SHALL ROUTE POWER TO CONTROLLER AND FROM CONTROLLER TO PUMP. PUMP CONTROL CIRCUITS, FLOATS) AND SENSORS) COORDINATE EXACT ELECTRICAL REQUIREMENTS WITH LIFT STATION SUPPLIER PRIOR TO ROUGH-IN. PROVIDE 200A/3P/150AF/NEAR DISCONNECT SWITCH ADJACENT TO CONTROLLER. PROVIDE 3P/1, #10G FOR 480V CIRCUIT AND 2P/1, #10G FOR 120V CIRCUIT.
- E7.36 PROVIDE (1) 3/4" CONDUIT FOR HEAT TRACE CIRCUIT. PROVIDE 30A/1P/NEAR DISCONNECT. COORDINATE EXACT LOCATIONS AND ELECTRICAL REQUIREMENTS WITH PLUMBING CONTRACTOR.
- E7.37 PROVIDE (1) 1" CONDUIT FOR POWER FOR MAKE-UP WATER SOLENOID VALVE CIRCUIT AND HIGH LEVEL ALARM CONTROLLER CIRCUIT. COORDINATE WITH PLUMBING CONTRACTOR. COORDINATE WITH MECHANICAL CONTRACTORS CONTRACTOR TO INTEGRATE CIRCUITS WITH BAS.
- E7.38 PROVIDE POWER FOR IRRIGATION PUMP AND CONTROL CIRCUITS WITH DISCONNECT SWITCH FOR PUMP POWER PROVIDED BY SUPPLIER AND INSTALLED BY DIVISION 26. PULL 3/8" #10G FOR PUMP POWER AND 2P/1, #10G FOR 120V CONTROLS CIRCUIT. COORDINATE WITH MANUFACTURER WIRING DIAGRAMS FOR ALL ELECTRICAL CONNECTIONS TO PROVIDE COMPLETE, FUNCTIONAL AND OPERATIONAL INSTALLATION FOR PUMP, FLOATS, CONTROLS, SENSORS, AND ALARMS. COORDINATE WITH STRUCTURAL AND CIVIL LANDSCAPE FOR PAD, ENCLOSURE, AND EXACT LOCATION.
- E7.39 PROVIDE (1) 1" CONDUIT WITH PULL STRINGS FROM ACID NEUTRALIZATION TANK TO L2 SCIENCE STORAGE PREP ROOM 20022 CONTROL PANEL FOR CONTROLS. COORDINATE EXACT LOCATION AND REQUIREMENTS WITH PLUMBING CONTRACTOR PRIOR TO ROUGH-IN.
- E7.40 PROVIDE CONDUIT FROM GENERATOR TO ATS-E FOR EMERGENCY POWER FEEDER. REFER TO FEEDER SCHEDULE FOR WIRE SIZE. REFER TO ELECTRICAL ONE-LINE DIAGRAM FOR MORE INFORMATION.
- E7.41 PROVIDE CONDUIT FROM GENERATOR LOAD BANK TO EMDP FOR EMERGENCY POWER FEEDER. REFER TO FEEDER SCHEDULE FOR WIRE SIZE. REFER TO ELECTRICAL ONE-LINE DIAGRAM FOR MORE INFORMATION.
- E7.42 PROVIDE POWER FOR BLINK ELECTRIC VEHICLE CHARGING STATION. PROVIDE 100A/3P/NEAR DISCONNECT. COORDINATE EXACT ELECTRICAL REQUIREMENTS WITH MANUFACTURER'S SPECIFICATIONS AND COORDINATE EXACT LOCATION WITH OWNER/CIVIL PRIOR TO ROUGH-IN.
- E7.43 INTERRUPT (2) 6" CONDUITS INSTALLED HALF-WAY ACROSS HORNET RD AND REROUTE TO TEMPORARY 240V SINGLE PHASE POLE. NOTE AND SITE PLAN ARE FOR REFERENCE ONLY. PER SPECIFICATION SECTION 26.21.13 TEMPORARY POWER SHALL BE PROVIDED AND DESIGNED BY THE CONTRACTOR AS REQUIRED TO COMPLETE CONSTRUCTION WORK.
- E7.44 EXCAVATE ASPHALT. INSTALL 180" 24" WIDE TRENCH ALONG SOUTH CONCRETE CURB. NOTE AND SITE PLAN ARE FOR REFERENCE ONLY. PER SPECIFICATION SECTION 26.21.13 TEMPORARY POWER SHALL BE PROVIDED AND DESIGNED BY THE CONTRACTOR AS REQUIRED TO COMPLETE CONSTRUCTION WORK.
- E7.45 PROVIDE (2) 2" CONDUIT STUB-UPS AT 240V SINGLE PHASE TEMPORARY POLE. NOTE AND SITE PLAN ARE FOR REFERENCE ONLY. PER SPECIFICATION SECTION 26.21.13 TEMPORARY POWER SHALL BE PROVIDED AND DESIGNED BY THE CONTRACTOR AS REQUIRED TO COMPLETE CONSTRUCTION WORK.

**Bohlin  
Cywinski  
Jackson**

**Architect**  
Bohlin Cywinski Jackson  
1100 Ludlow Street, Suite 600  
Philadelphia, PA 19107

**Civil Engineer**  
Pacheco Koch  
7557 Rambler Rd, Ste 1400  
Dallas, TX 75231

**Structural Engineer**  
Waller P. Moore  
500 North Akard, Ste 2300  
Dallas, TX 75201

**Landscape Architect**  
OJB Landscape Architecture  
1845 Woodall Rodgers, Ste 1225  
Dallas, TX 75201

**MEPFP Engineer**  
DBR Engineering Consultants  
15301 Spectrum Drive, Ste 350  
Addison, TX 75001

**Code Consultant**  
Holmes Keogh Associates LLC  
526 East 20th Street, Apt 4D  
New York, NY 10009



No.	Addendum #1	Description	Date
1	AS1 01		03.22.22
2	AS1 05		04.15.22
3	AS1 06		06.22.22
4	RF1 103		10.28.22
5	AS1 11		12.21.22
6	AS1 13		04.24.23
7	AS1 14		03.28.23
8	AS1 15		10.16.23
9	CITY COMMENTS		03.05.24

**Greenhill  
SCHOOL**  
Valdes STEM + Innovation Center  
4141 Spring Valley Rd  
Addison, TX 75001

**ELECTRICAL SITE PLAN**  
Date: MARCH 2, 2022  
Scale: 1" = 20'-0"

21307  
BCJ Project Number

**E0.10**  
Sheet Number

DBR Project Number 213013.000  
DY NB DT RT CK



EXHIBIT B

Hornet Rd



EXHIBIT B



EXHIBIT B



February 28, 2024

Mr. Ken Schmidt  
Director of Development Services  
Town of Addison  
18801 Westgrove Drive  
Addison, TX 75001

Re: Compliance Plan for Notice of Violation – Greenhill School

Dear Mr. Schmidt:

This letter is submitted on behalf of our client, Greenhill School, in response to the Notice of Violation letter (the “Notice Letter”), which was received via email on January 29, 2024 (attached hereto as “Exhibit A”). As background, during recent construction efforts on our client’s property, located at 4141 Spring Valley Road, Addison, TX 75001 (the “Property”), the utility provider (“Oncor”) installed a utility pole in order to provide new service to the development. Attached hereto as “Exhibit B” is correspondence with a representative of Oncor, Brogan Halloran, in which he explained that Oncor was unable to use two (2) utility poles on the Property and instead needed to install a new pole because the existing utility poles already had equipment on them and could not support additional equipment. Moreover, the existing utility poles could not be replaced with larger or taller poles because the service required still would not fit. As such, Oncor’s only option for providing the new service was to install a new utility pole.

We have worked closely with our client’s design team, Oncor, and yourself to address the matters addressed in the Notice Letter and would like to propose the a plan to ensure compliance with the relevant Town Ordinances (the “Compliance Plan”). Included in Exhibit B are several images illustrating the existing conditions and we would like to propose to relocate the utility pole closer to our client’s property line so that it is placed next to the existing utility pole. Once relocated, our team will proceed with burying the utility lines below the parking area to connect with the appropriate transformer.

Subject to any approvals required by the Town, our client will proceed with obtaining the necessary permits to effectuate this work and anticipates that construction will begin on May 28, 2024, the first business day following the last day of school instruction.

Mr. Ken Schmidt  
February 28, 2024  
Page 2

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Should you have any questions or concerns, please do not hesitate to reach out to me directly.

Sincerely,

A handwritten signature in black ink, appearing to be 'Suzan Kedron', with a horizontal line extending to the right from the end of the signature.

Suzan Kedron

cc: Victoria Morris, Jackson Walker LLP  
Kendra Grace, Greenhill School



Greenhill School  
Attn: Lee Hark, The Fredston Family Head of School  
CC: Kendra Grace, Associate Head of School  
4141 Spring Valley Road  
Addison, Texas 75001

Re: Violation Notice of Town Ordinance, Appendix B – Subdivisions, Section XVI (G)(2)

Mr. Hark:

The purpose of this letter is to notify you that the property for which you are responsible, the Greenhill School, located at 4141 Spring Valley Road, Addison, Texas 75001 (the “School”), is currently in violation of the Town’s Code of Ordinances. Specifically, the overhead electric utilities that were erected on the School’s property during the recent Valdes STEM + Innovation Center construction project and that currently remain.

The Town’s subdivision ordinance states that “subdivision plat[s] or site plan[s] filed with or submitted to the Town for approval on or after June 23, 1982, shall be approved [if] such plan or plat requires all electric utility lateral and service lines to be constructed underground.” Town Ordinance Appendix B – Subdivisions, Section XVI(G)(2) (the “Code”). The ordinance further reads, “it is the intent of this Section that no overhead electric utility lateral or service lines be constructed without a variance or exception having been obtained for the subdivision plat or site plan.” Id.

On or about March 7, 2022, the Greenhill School submitted a building permit application to the Town for the construction of the Valdes STEM + Innovation Center. Included in the submitted building plans was an electrical one-line diagram denoted as Sheet E4.01. That diagram shows that new electric utilities were to be connected to an existing utility pole and constructed underground, in compliance with the Town’s ordinance cited above. See E4.01.

In August 2023, it came to the Town’s attention that the overhead electric utilities installed temporarily continue to remain and have not been constructed underground as both Town ordinance and the School’s submitted building plans require. At no time did the School request a variance and/or exception to the Town ordinance requirement that all electric utilities be constructed underground. Thus, the School is currently in violation of the Town’s subdivision ordinance.

As such, the School is subject to a penalty not to exceed \$2,000 per day for each day that the violation continues. See Section XVI-A and Sec. 1-7(a), (c). Additionally, the Town reserves the right to enforce any other administrative sanctions, including but not limited to, refusing to issue a certificate of occupancy until the violation is remedied. See Sec. 1-7(d).

The Town is providing this notice of violation in an effort to bring the School into compliance. As mentioned above, the Town’s subdivision ordinance does allow for a variance and/or exception to the underground electric utility requirement with City Council approval upon a showing of a special or unique circumstance, or to avoid undue hardship. See Section XVI(G)(2). Therefore, the School is welcome to file such a request with the Town should the School require such a variance or exception to the underground requirement.



Given the nature of the violation, the School has thirty (30) days to remedy the violation, whether that be by filing a request for a variance or constructing the electric utilities underground as both the Code and the School's building plans require. If the School fails to do so within the time allotted, the Town shall move forward with enforcing compliance with its Code as permitted by local ordinance and state law.

Should you have any questions about the contents of this letter, please feel free to contact the undersigned. Thank you for your prompt attention to this matter.

Respectfully,

A handwritten signature in black ink, appearing to read "Ken Schmidt".

Ken Schmidt, AICP  
Director of Development Services  
Town of Addison

**Morris, Victoria**

---

**From:** Kedron, Suzan  
**Sent:** Tuesday, February 27, 2024 5:56 PM  
**To:** Morris, Victoria  
**Subject:** FW: Greenhill School, Addison

**Categories:** Suzan

**Suzan Kedron | Partner**  
JACKSON WALKER LLP



**Mansfield Rule**  
Certified 2022-2023 COMPTON

---

**From:** Grace, Kendra [REDACTED]  
**Sent:** Friday, February 23, 2024 8:37 AM  
**To:** Kedron, Suzan [REDACTED]  
**Subject:** Fwd: Greenhill School, Addison

**Caution:** \*\*External Email.

Good morning!

Eric talked to Oncor yesterday then called me back to explain their side (which is “move the pole to the property line and bury the lines back to the transformer). I gave him some further color on the issue including the fact that Ken desires to know exactly why they can’t utilize a current pole or replace with a “super pole.” Eric reached back out to Brogan to try and get a written explanation. See below. Brogan’s response, plus Eric’s comment about Brogan saying the service still couldn’t fit even with a larger pole, is hopefully enough to get Ken on board and document a variance request. It, unfortunately, sounds like we will have to seek one.

I’m around all day if you would like to discuss.

Thank you!  
Kendra

Begin forwarded message:

**From:** "Theander, Eric" [REDACTED]  
**Date:** February 23, 2024 at 8:19:36 AM CST  
**To:** "Grace, Kendra" [REDACTED]

Cc: "Tabor, Rusty" [REDACTED] Margaret Sledge [REDACTED] Habeeb Muhammad

[REDACTED] Korelle Dickson [REDACTED] >

**Subject: FW: Greenhill School, Addison**

You don't often get email from [REDACTED] [Learn why this is important](#)



Morning Kendra,

Following up on our conversations yesterday, please refer to the email below from Brogan with Oncor explaining why we could not utilize the existing poles. Brogan did mention that even if he replaced the pole with larger/taller poles that they could still not utilize them as the service would not fit on the pole. The only option for the new service was to provide a new pole. I hope this is enough to get the variance required to put this issue to bed. Please let me know if there is anything else I can do to assist.

Thanks!



**Eric Theander**

Construction Administrator

[REDACTED] [www.dbrinc.com](http://www.dbrinc.com)



---

**From:** Halloran, Brogan [REDACTED]  
**Sent:** Friday, February 23, 2024 8:07 AM  
**To:** Theander, Eric [REDACTED]  
**Subject:** RE: Greenhill School, Addison

**CAUTION: EXTERNAL EMAIL - Use caution with links and attachments**

Eric, as discussed on our call, the reason we did not use the two poles shown below and need to/needed to install a new pole is due to the existing poles already having equipment on them.

The pole labeled "pole closest to transformer" cannot support the new 3 phase riser as it already has a three phase primary riser on it and the pole does not have the room to add a second.

The pole labeled "original pole" also cannot support new 3 phase riser due to it already having multiple service risers and a single phase primary riser.





**Brogan Halloran**  
**Oncor | PMDS**

[REDACTED]

---

**From:** Lewis, Lisa [REDACTED]  
**Sent:** Thursday, February 22, 2024 10:26 AM  
**To:** Halloran, Brogan [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** FW: Greenhill School, Addison

Good morning Brogan, please see the email chain below. Can you please reach out to Eric Theander at [REDACTED] requesting a site visit for this location. There seems to be an issue regarding how this service is ran that is causing violations with the city. Thank you in advance for your assistance.

Lisa

Lisa Lewis  
Mobile TC Analyst-Metro North Design

Supervisor: Cole Bridges

Together We Deliver [Oncor.com](https://www.oncor.com)



---

**From:** Davila, John [REDACTED]  
**Sent:** Wednesday, February 21, 2024 4:28 PM  
**To:** Lewis, Lisa [REDACTED]  
**Subject:** FW: Greenhill School, Addison

Lisa, please see below. The customer is stating that he needs help getting service transferred from one pole to another. Please reach out to him in order to get this remedied.

Thank You,

**John Davila**  
New Development Manager  
New Development and Strategic Growth  
Oncor | Distribution  
200 N. Ector Drive  
Eules, Texas 76039

---

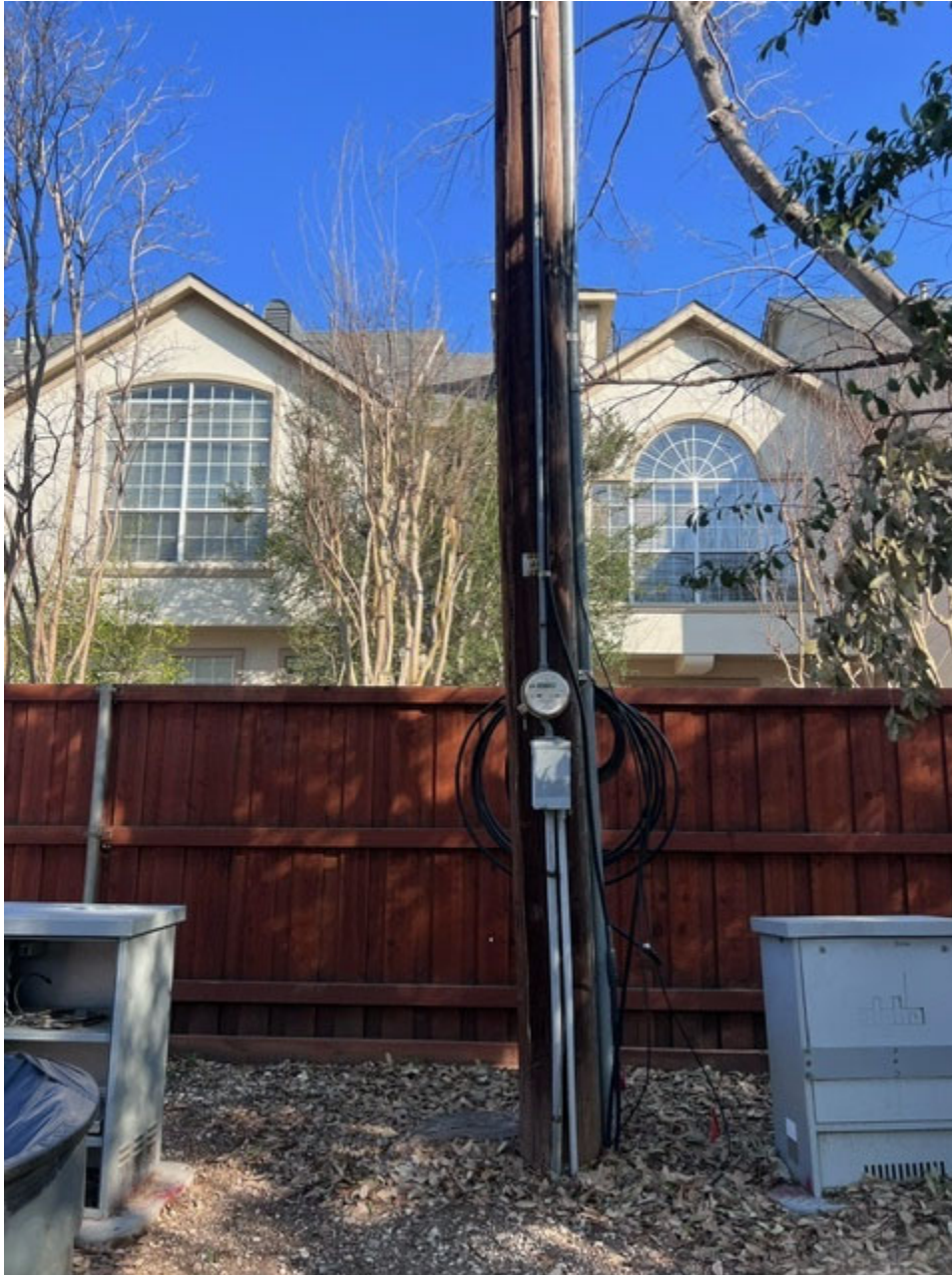
**From:** Greg Gerbig [REDACTED]  
**Sent:** Wednesday, February 21, 2024 11:38 AM  
**To:** Davila, John [REDACTED]  
**Subject:** RE: Greenhill School, Addison

**WARNING:** This email message did not originate from Oncor and is from an external organization. **DO NOT CLICK** links or attachments unless you recognize the sender and are certain the content is safe.

John,

Attached are some photos of the site. They were labeled by someone on site to show the new pole that was set on site. I'm not sure what the "original pole" is referring to: There may have been some other discussions on site about that pole. I believe the "pole closest to transformer" is the pole represented in the electrical drawing I sent you previously. Let me know if you have any ideas about how to get this to work within conformance to the Town's Code.

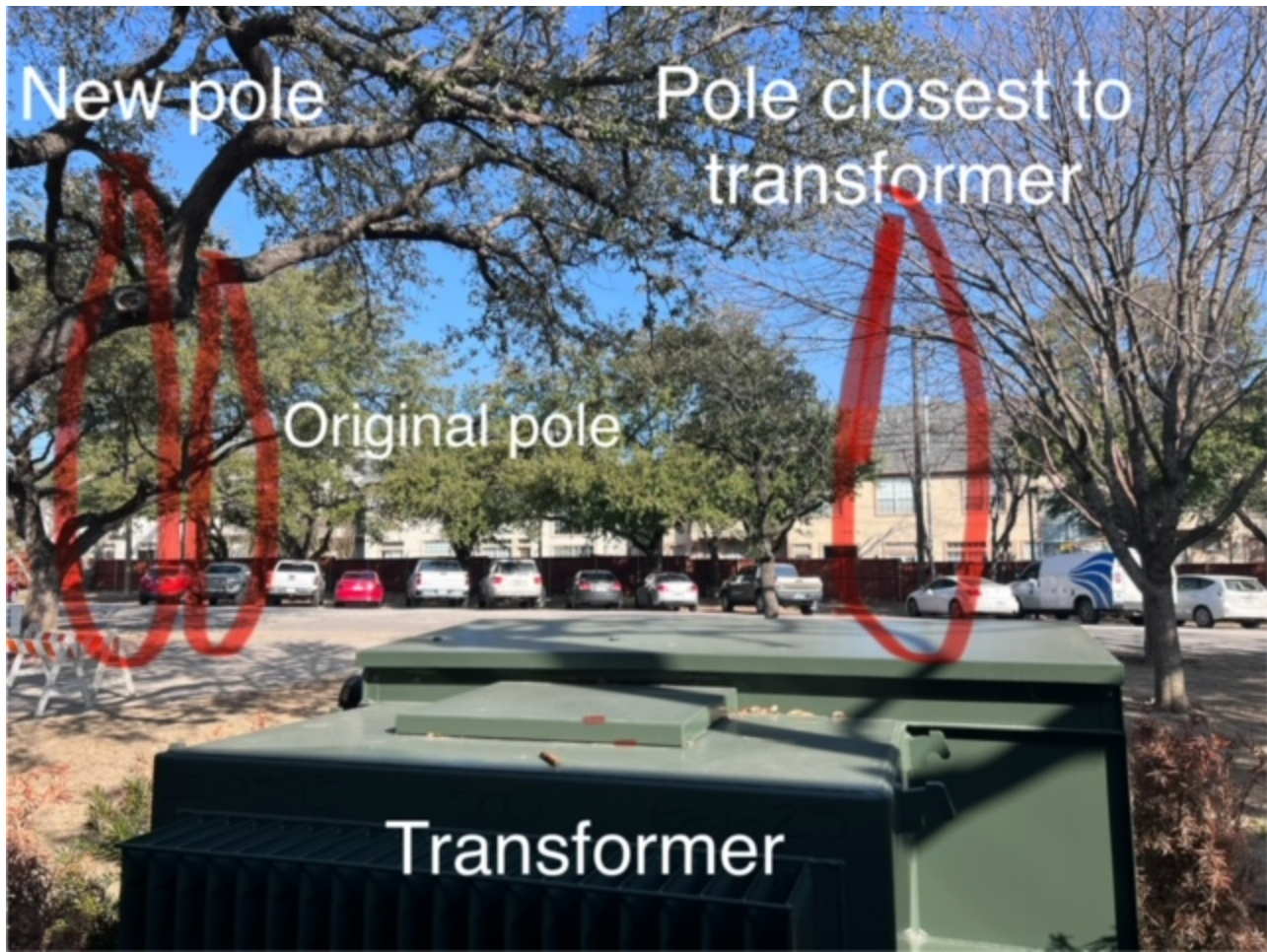
<image009.jpg>







<image006.jpg>



**Greg Gerbig**  
**Commercial Market Lead**

[Redacted]

[Redacted]

**Westwood**  
7557 Rambler Road Suite 1400  
Dallas, TX 75231

[westwoodps.com](http://westwoodps.com)  
[Redacted]

---

**From:** Greg Gerbig  
**Sent:** Wednesday, February 21, 2024 9:39 AM  
**To:** [Redacted]  
**Subject:** Greenhill School, Addison

John,

Thanks for talking with me this morning. Attached is a sketch showing some of the conditions on site. I'm working on some photos for you.

Greenhill School  
4141 Spring Valley Rd, Addison, TX 75001



Regards,  
**Greg Gerbig**  
Commercial Market Lead

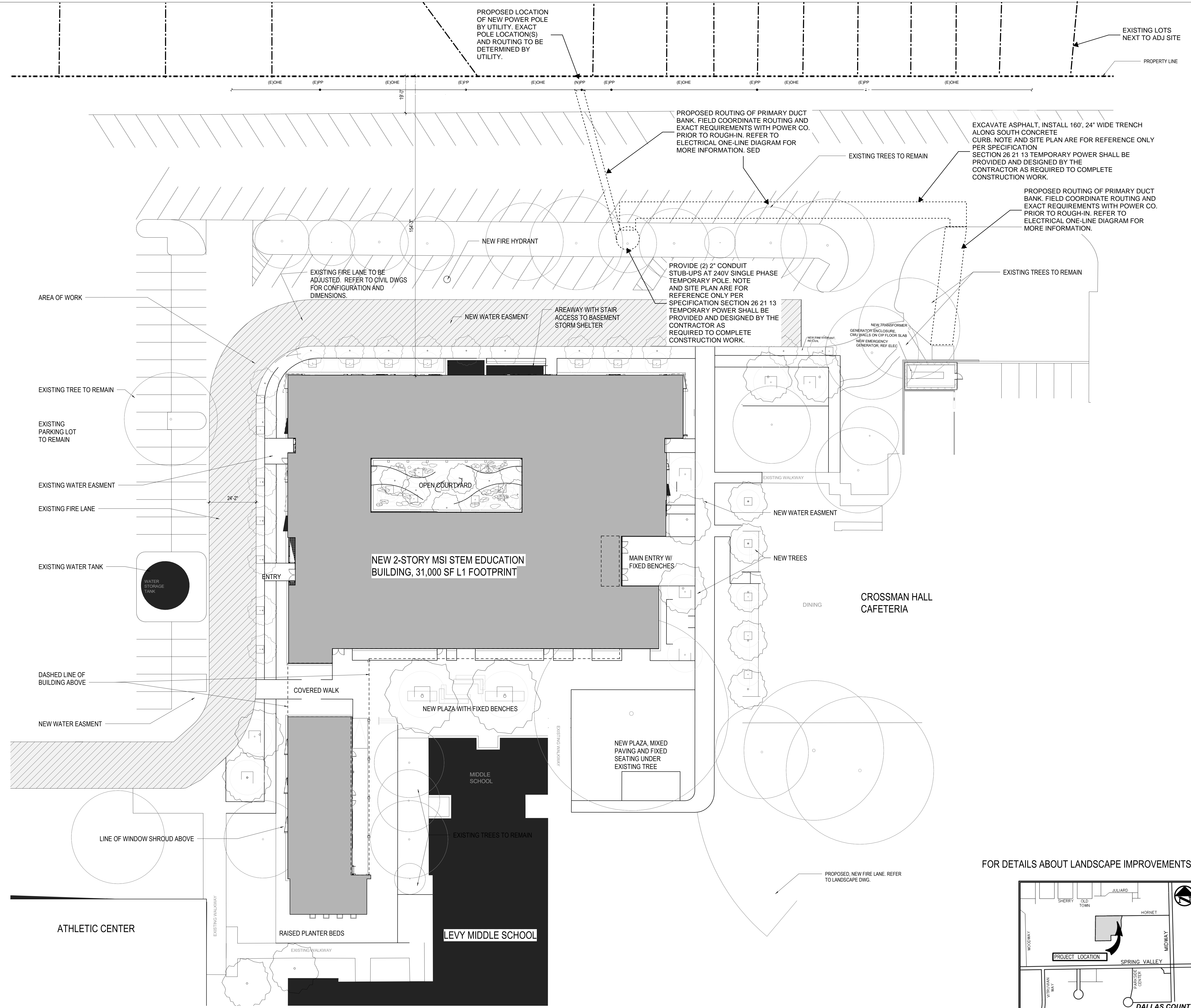


**Westwood**  
7557 Rambler Road Suite 1400  
Dallas, TX 75231

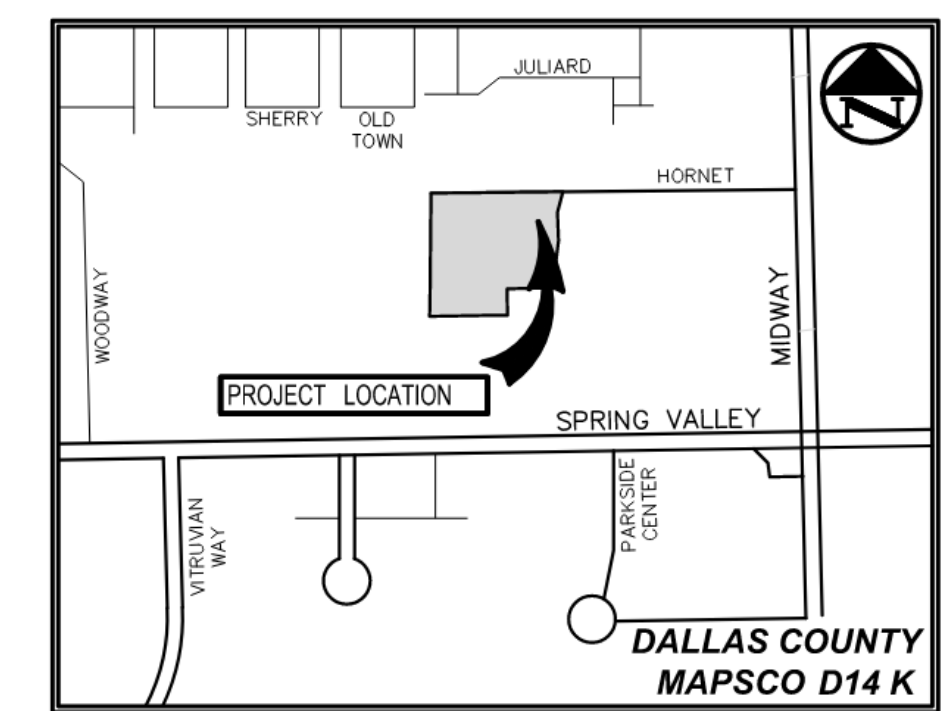
**westwoodps.com**



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FOR DETAILS ABOUT LANDSCAPE IMPROVEMENTS, SEE LANDSCAPE DRAWINGS



VICINITY MAP (NOT TO SCALE)

1 SUP SITE PLAN - LIMIT OF WORK SCALE: 1:20

**Bohlin Cywinski Jackson**

**Architect**  
Bohlin Cywinski Jackson  
1100 Ludlow Street, Suite 600  
Philadelphia, PA 19107

**Civil Engineer**  
Pacheco Koch  
7557 Rambler Rd, Ste 1400  
Dallas, TX 75231

**Structural Engineer**  
Waller P. Moore  
500 North Akard, Ste 2300  
Dallas, TX 75201

**Landscape Architect**  
OJB Landscape Architecture  
1845 Woodall Rodgers, Ste 1225  
Dallas, TX 75201

**MEPFP Engineer**  
DBR Engineering Consultants  
15301 Spectrum Drive, Ste 350  
Addison, TX 75001

**Code Consultant**  
Holmes Keogh Associates LLC  
526 East 20th Street, Apt 4D  
New York, NY 10009

Seal	No.	Description	Date
NOT FOR PERMITTING OR CONSTRUCTION			

**Greenhill SCHOOL**

**Valdes STEM + Innovation Center**  
4141 Spring Valley Rd  
Addison, TX 75001

SITE PLAN	
Date	MARCH 20, 2024
Scale	1" = 20'-0"
BCJ Project Number	21307

**SUP-A03**

Sheet Number

# GREENHILL SCHOOL



Location of Existing Utility Pole

Proposed Location of New Utility Pole



Visual  
Line of Sight



Ground View:  
Proposed Location of  
New Utility Pole



Existing  
Utility Pole



Greenhill School  
Attn: Lee Hark, The Fredston Family Head of School  
CC: Kendra Grace, Associate Head of School  
4141 Spring Valley Road  
Addison, Texas 75001

Re: Violation Notice of Town Ordinance, Appendix B – Subdivisions, Section XVI (G)(2)

Mr. Hark:

The purpose of this letter is to notify you that the property for which you are responsible, the Greenhill School, located at 4141 Spring Valley Road, Addison, Texas 75001 (the “School”), is currently in violation of the Town’s Code of Ordinances. Specifically, the overhead electric utilities that were erected on the School’s property during the recent Valdes STEM + Innovation Center construction project and that currently remain.

The Town’s subdivision ordinance states that “subdivision plat[s] or site plan[s] filed with or submitted to the Town for approval on or after June 23, 1982, shall be approved [if] such plan or plat requires all electric utility lateral and service lines to be constructed underground.” Town Ordinance Appendix B – Subdivisions, Section XVI(G)(2) (the “Code”). The ordinance further reads, “it is the intent of this Section that no overhead electric utility lateral or service lines be constructed without a variance or exception having been obtained for the subdivision plat or site plan.” Id.

On or about March 7, 2022, the Greenhill School submitted a building permit application to the Town for the construction of the Valdes STEM + Innovation Center. Included in the submitted building plans was an electrical one-line diagram denoted as Sheet E4.01. That diagram shows that new electric utilities were to be connected to an existing utility pole and constructed underground, in compliance with the Town’s ordinance cited above. See E4.01.

In August 2023, it came to the Town’s attention that the overhead electric utilities installed temporarily continue to remain and have not been constructed underground as both Town ordinance and the School’s submitted building plans require. At no time did the School request a variance and/or exception to the Town ordinance requirement that all electric utilities be constructed underground. Thus, the School is currently in violation of the Town’s subdivision ordinance.

As such, the School is subject to a penalty not to exceed \$2,000 per day for each day that the violation continues. See Section XVI-A and Sec. 1-7(a), (c). Additionally, the Town reserves the right to enforce any other administrative sanctions, including but not limited to, refusing to issue a certificate of occupancy until the violation is remedied. See Sec. 1-7(d).

The Town is providing this notice of violation in an effort to bring the School into compliance. As mentioned above, the Town’s subdivision ordinance does allow for a variance and/or exception to the underground electric utility requirement with City Council approval upon a showing of a special or unique circumstance, or to avoid undue hardship. See Section XVI(G)(2). Therefore, the School is welcome to file such a request with the Town should the School require such a variance or exception to the underground requirement.



Given the nature of the violation, the School has thirty (30) days to remedy the violation, whether that be by filing a request for a variance or constructing the electric utilities underground as both the Code and the School's building plans require. If the School fails to do so within the time allotted, the Town shall move forward with enforcing compliance with its Code as permitted by local ordinance and state law.

Should you have any questions about the contents of this letter, please feel free to contact the undersigned. Thank you for your prompt attention to this matter.

Respectfully,

A handwritten signature in black ink, appearing to read "Ken Schmidt".

Ken Schmidt, AICP  
Director of Development Services  
Town of Addison

**City Council (FY24)**

**6. a.**

**Meeting Date:** 03/26/2024

**Department:** Development Services

---

**AGENDA CAPTION:**

Present, discuss, and consider action on a request for a Meritorious Exception to Chapter 62 of the Code of Ordinances for Frost Bank, located at 3820 Belt Line Road, in order to allow Frost Bank to construct a detached single-tenant monument sign within the Addison Town Center Special District. (Case MR2024-01/3820 Belt Line Road - Frost Bank).

**BACKGROUND:**

Frost Bank is currently under construction at 3820 Belt Line Road. The new bank requires a Meritorious Exception to the Town's Sign Ordinance, in order to construct a new detached monument sign on site. The site is within an existing special sign district, Addison Town Center. This district encompasses approximately 42 acres located at the southeast corner of Belt Line Road and Marsh Lane. The proposed monument sign meets all minimum standards for a detached single-tenant monument sign, including setback, effective area, and cabinet dimensions.

At the January 23, 2024 meeting, City Council approved a Meritorious Exception request (Ordinance No. 24-003) to allow Frost Bank to have a detached single-tenant pole sign. After further consideration, the applicant made the decision to pursue a monument sign in lieu of the previously approved pole sign. This request is for a new Meritorious Exception for a detached single-tenant monument sign.

The applicant is pursuing a Meritorious Exception to the sign ordinance based on the below code provision:

- Town of Addison Code of Ordinances, Chapter 62 (Signs)
  - Section 62-33. – Meritorious exceptions.
    - (d)(3) The council may consider appeals on the basis that such regulations and/or standards will, by reason of exceptional circumstances or surroundings, constitute a practical difficulty or unnecessary hardship or on the basis that the proposed improvement although falling under the definition of a "sign," constitutes art that makes a positive contribution to the visual environment.

Staff believes that the hardship criteria of the Meritorious Exception requirements

have been met for the proposed detached single-tenant monument sign. The intent of the original sign district was to create a shopping center with unified and cohesive signage, allowing only attached wall signs or centrally located multi-tenant signs. Since its creation, the district has subdivided, changed ownership, and experienced incremental redevelopment. These conditions have led to a lack of cohesion and warrant additional signage opportunities for single-tenant sites.

The applicant is proposing to meet all dimensional requirements for a detached single-tenant monument sign. Additionally, this proposal is consistent with the character of the surrounding area, and strict compliance with the Addison Town Center special district would prevent Frost Bank from constructing any detached signage on their site, which is a common condition in the Belt Line corridor.

**RECOMMENDATION:**

Administration recommends approval with the following condition:

- Upon approval of a Sign Permit per this request, Ordinance No. 24-003 shall be repealed.

---

**Attachments**

MR2024-01 Presentation

MR2024-01 Ordinance

MR2024-01 Plans

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**Frost Bank  
Meritorious Exception  
(MR2024-01)**

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

# Case MR2024-01 Frost Bank

ADDISON

## LOCATION:

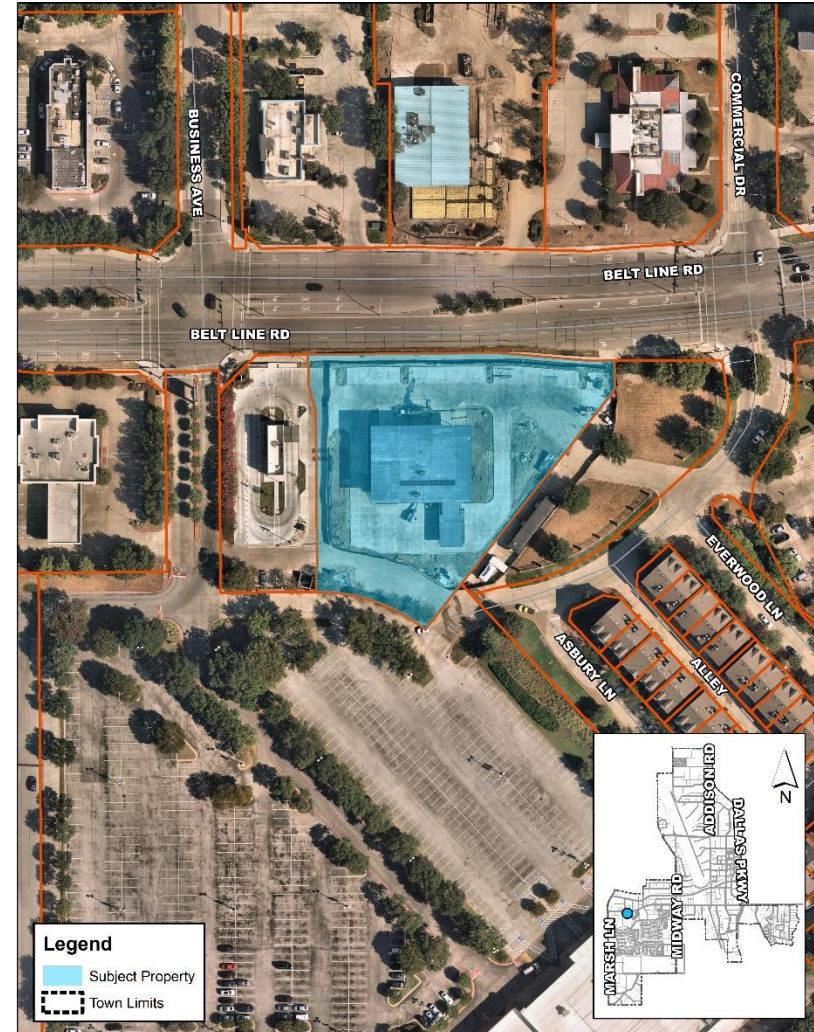
3820 Belt Line Road

## REQUEST:

Approval of a Meritorious Exception to allow a detached single-tenant monument sign within the Addison Town Center Special Sign District for Frost Bank.

## ACTION REQUIRED:

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

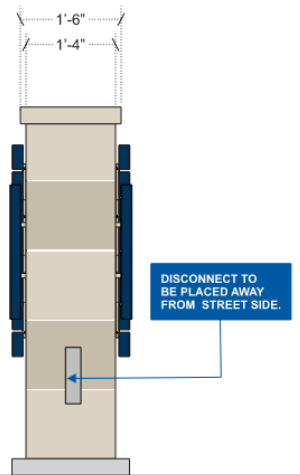


# Case MR2024-01 Frost Bank

ADDISON



**001** MS.50 - MONUMENT SIGN  
SCALE: 1/2" = 1' - QTY 1 48 SQ. FT.

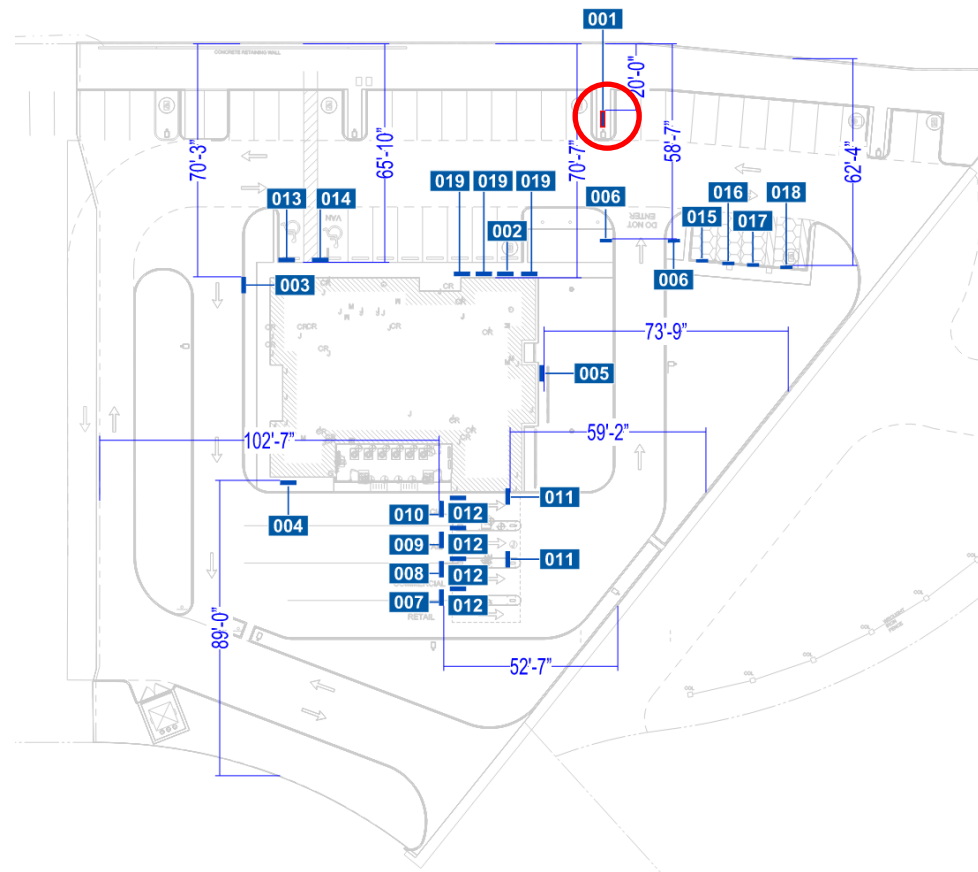


**SIDE VIEW**

J-BOX INSET IN STONE

## SITE MAP ENLARGED

SCALE: 1/32" = 1'

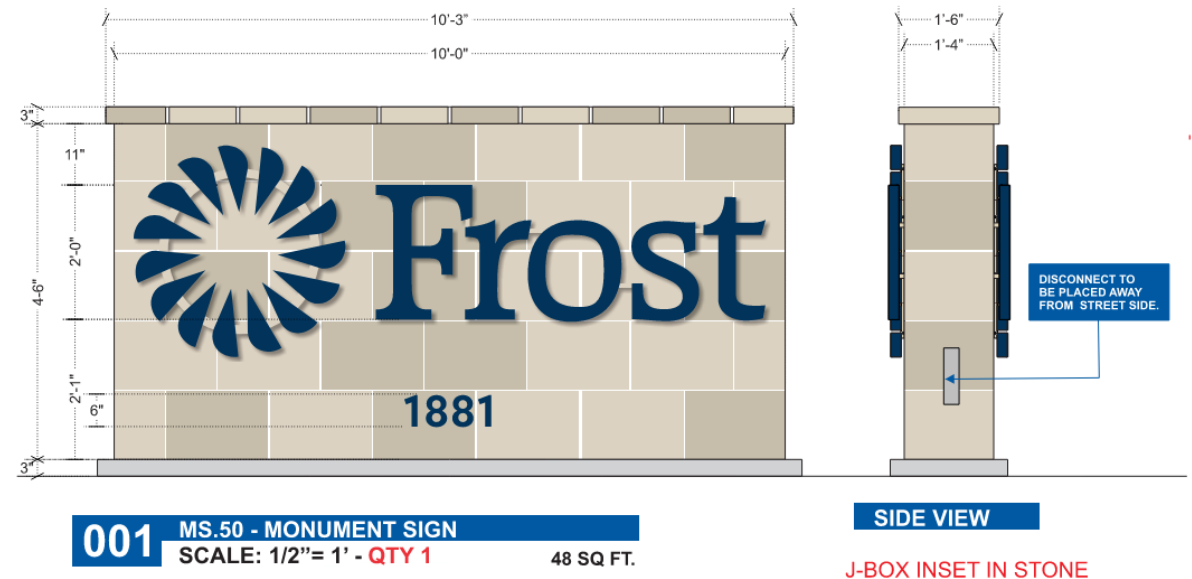


# Case MR2024-01 Frost Bank

ADDISON

## SIGN CODE COMPLIANCE REVIEW

- The monument sign complies with all dimensional requirements for a detached single-tenant monument sign.
- Applicant Justification:
  - The proposed monument sign is consistent with Town standards.
  - Restriction of detached signage would present an unnecessary disadvantage for Frost Bank, as this is a common condition in the Belt Line corridor.



## MERITORIOUS EXCEPTION CRITERIA:

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

## Proposal does meet hardship criteria:

- The subject property and remainder of the shopping center are not under common ownership.
- The shopping center, Addison Town Center, is redeveloping in a manner that is inconsistent with the original intent of the special sign district.
- The sign is consistent with existing monument signs within the surrounding area.
- The proposed sign complies with Town standards for a detached single-tenant monument sign.

## RECOMMENDATION:

Staff recommends **approval of the request**, with the following condition:

- Upon approval of a Sign Permit per this request, Ordinance No. 24-003 shall be repealed.

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

**AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, GRANTING A MERITORIOUS EXCEPTION TO CHAPTER 62 OF THE CODE OF ORDINANCES FOR FROST BANK, A BANK LOCATED AT 3820 BELT LINE ROAD, TO ALLOW A DETACHED SINGLE-TENANT MONUMENT SIGN WITHIN THE ADDISON TOWN CENTER SPECIAL DISTRICT; PROVIDING A PENALTY NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; PROVIDING AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the City Council has determined that the grant of the meritorious exception contained herein is in the best interest of the public and positively contributes to the visual aesthetic of the Town.

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

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

**SECTION 2.** A meritorious exception to Chapter 62 of the Code of Ordinances is hereby granted for Frost Bank, a bank located at 3820 Belt Line Road, to allow a detached single-tenant monument sign, as depicted in **Exhibit A**. Except as permitted herein, all other signage on the Property shall comply with Chapter 62 of the Code of Ordinances.

**SECTION 3.** Ordinance No. 24-003 granting a Meritorious Exception to Frost Bank for a single-tenant pole sign shall be repealed in its entirety upon issuance of a Sign Permit for the Subject Property in conformance with this ordinance.

**SECTION 4.** Any person, firm, corporation, or other business entity violating any of the provisions or terms of this Ordinance shall, in accordance with Section 62-35 of the Town of Addison Code of Ordinance, be fined, upon conviction, in an amount of not more than Five Hundred and No/100 Dollars (\$500.00), and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.

**SECTION 5.** 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 **26<sup>th</sup>** day of **MARCH 2024**.

**TOWN OF ADDISON, TEXAS**

\_\_\_\_\_  
Bruce Arfsten, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

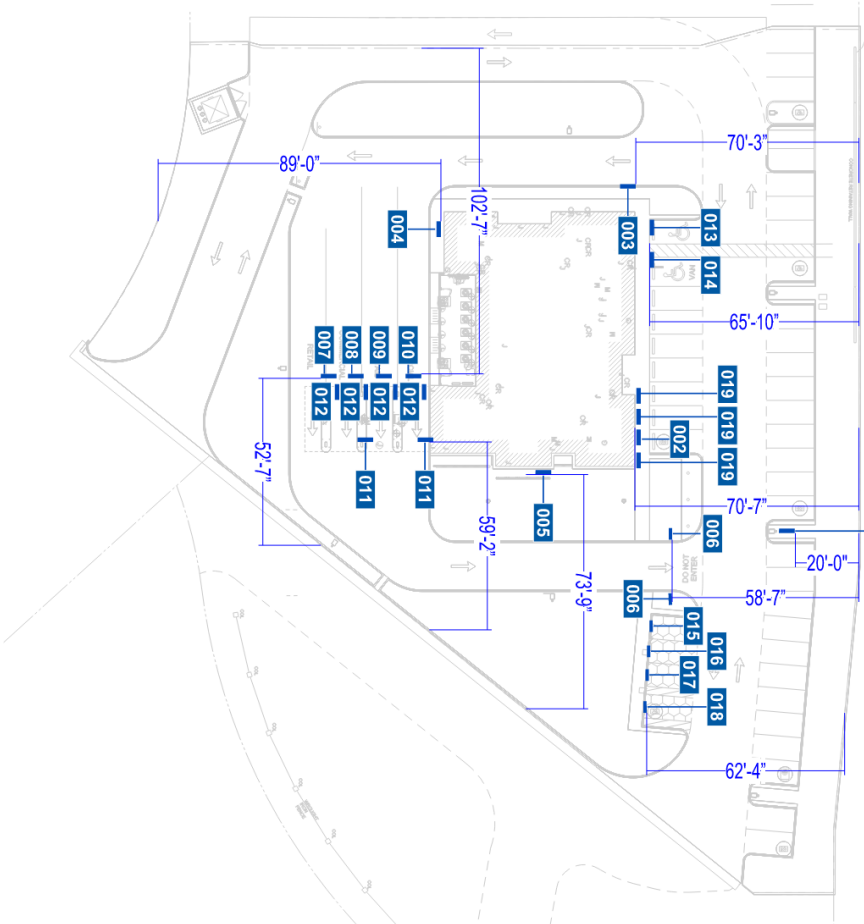
\_\_\_\_\_  
Valencia Garcia, Interim City Secretary

\_\_\_\_\_  
Whitt L. Wyatt, City Attorney

# EXHIBIT A

SITE MAP ENLARGED

SCALE: 1/32" = 1'



SIGN	SIGN TYPE	QTY	ITEM DESCRIPTION
001	CUSTOM	1	DEF. ILLUMINATED MONUMENT
002	ICL 36 W	1	ILLUMINATED CHANNEL LOGO LETTERS
003	ICL 36 W	1	ILLUMINATED CHANNEL LOGO LETTERS
004	ICL 36	1	ILLUMINATED CHANNEL LOGO LETTERS
005	ICL 36	1	ILLUMINATED CHANNEL LOGO LETTERS
006	DS 01	2	FREESTANDING DIRECTIONAL SIGN
007	LD 01	1	COMMERCIAL - DRIVE THRU CANOPY
008	LD 01	1	ATM PERSONAL - DRIVE THRU CANOPY
009	LD 01	1	COMM. PERSONAL - DRIVE THRU CANOPY
010	LD 01	1	PERSONAL - DRIVE THRU CANOPY
011	LD 02	2	DO NOT ENTER - DRIVE THRU CANOPY
012	DSS 01	4	DEPOSIT SLIP STAND
013	PS 01	1	PARKING SIGN W/VAN
014	PS 01	1	PARKING SIGN
015	PS 03	1	EV PARKING SIGNAGE - USE LAST
016	PS 03	1	EV PARKING SIGNAGE
017	PS 03	1	EV PARKING SIGNAGE
018	PS 03	1	EV PARKING SIGNAGE
019	WS 01	4	WINDOW GRAPHICS - CLINGS

**S0#09810**  
**ENGINEERING COMPLETE**  
**RBS 11/8/23**

**NOTES**

-EXACT DIRECTIONAL LOCATIONS TO BE VERIFIED

**SSC**  
**SIGNS & LIGHTING**  
**972.219.2495**

**CLIENT**  
 Frost - Addison  
**ADDRESS**  
 3820 Bellline Rd  
 Addison, TX US 75001  
**DATE:** 9.12.22  
**DESIGNER:** AM  
**PROJECT MANAGER:** ZS  
**DRAWING NO.**  
 OP00787-13  
 XXXX

REVISION	DATE
12. Revise Per Mark-Up	10/22/23
11. Revise Per Mark-Up	10/23/23
10. Revise Per Mark-Up	10/23/23
9. Revise Per Mark-Up	10/23/23
8. Revise Per Mark-Up	10/23/23
7. Revise Per Mark-Up	10/23/23
6. Revise Per Mark-Up	10/23/23
5. Revise Per Mark-Up	10/23/23
4. Revise Per Mark-Up	10/23/23
3. Revise Per Mark-Up	10/23/23
2. Revise Per Mark-Up	10/23/23
1. Revise Per Mark-Up	10/23/23

**APPROVAL DATE:** 11.3.23  
**APPROVED BY:** DAA

This sign is intended to be installed in accordance with the requirements of Article 60B of the Municipal Code of the City of Addison, Texas. The sign must be installed in accordance with the requirements of the sign specifications. All rights reserved. It may not be reproduced in any manner without prior consent.

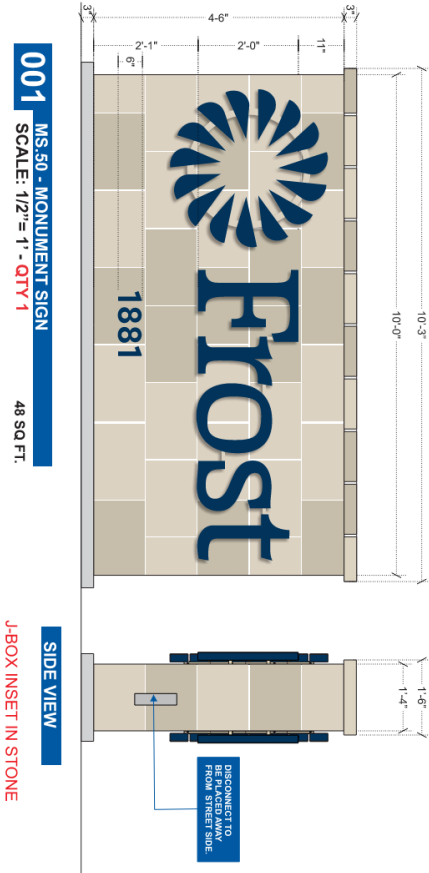
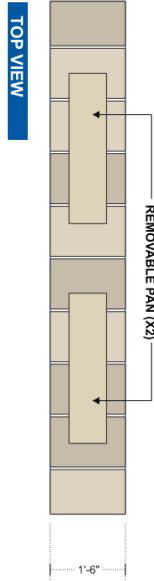
**WWW.SSCSIGNS.COM**

# EXHIBIT A

MS.48 - MONUMENT SIGN

OPTION B

\*MONUMENT SIZE IS LIMITED TO 48 SQ FT PER CITY CODE



**001** MS.50 - MONUMENT SIGN 48 SQ FT.  
SCALE: 1/2" = 1' - QTY 1

J-BOX INSET IN STONE

## SPECIFICATIONS

1. ALAMO STONE IVORY UPCHURCH KIMBROUGH CONCORD MICRO-FLUTED 12" X 18" X 1" MOTOR333 ALABASTER
  2. CONCRETE PAD
  3. ILLUMINATED CHANNEL LETTERS WITH MODIFIED LOGO
  4. 6" ADDRESS NUMBERS ROUTED USING 1/2" FPO ACRYLIC PAINTED TO MATCH PMS540C.
- REMOVE EXISTING MONUMENT SIGNAGE**



**CLIENT**  
Frost - Addison

**ADDRESS**  
3820 BELTLINE RD  
ADDISON, TX US 75001

**DATE** 09.12.2022

**DESIGNER** - AM

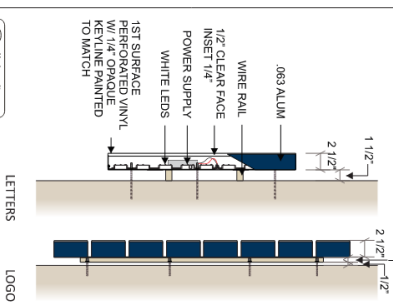
**DRAWING NO.**  
220F00787-4

REVISION	DATE
1. Review Per Mark-Up	01/17/23
2. Revised Per Mark-Up	01/23/23
3. Review Per Mark-Up	01/24/23
4. Revised Per Mark-Up	02/13/23

**APPROVAL DATE** -

**APPROVED BY** -

## SIGNAGE DETAILS



## ELECTRICAL NOTE

USE EXISTING ELECTRICAL CIRCUIT

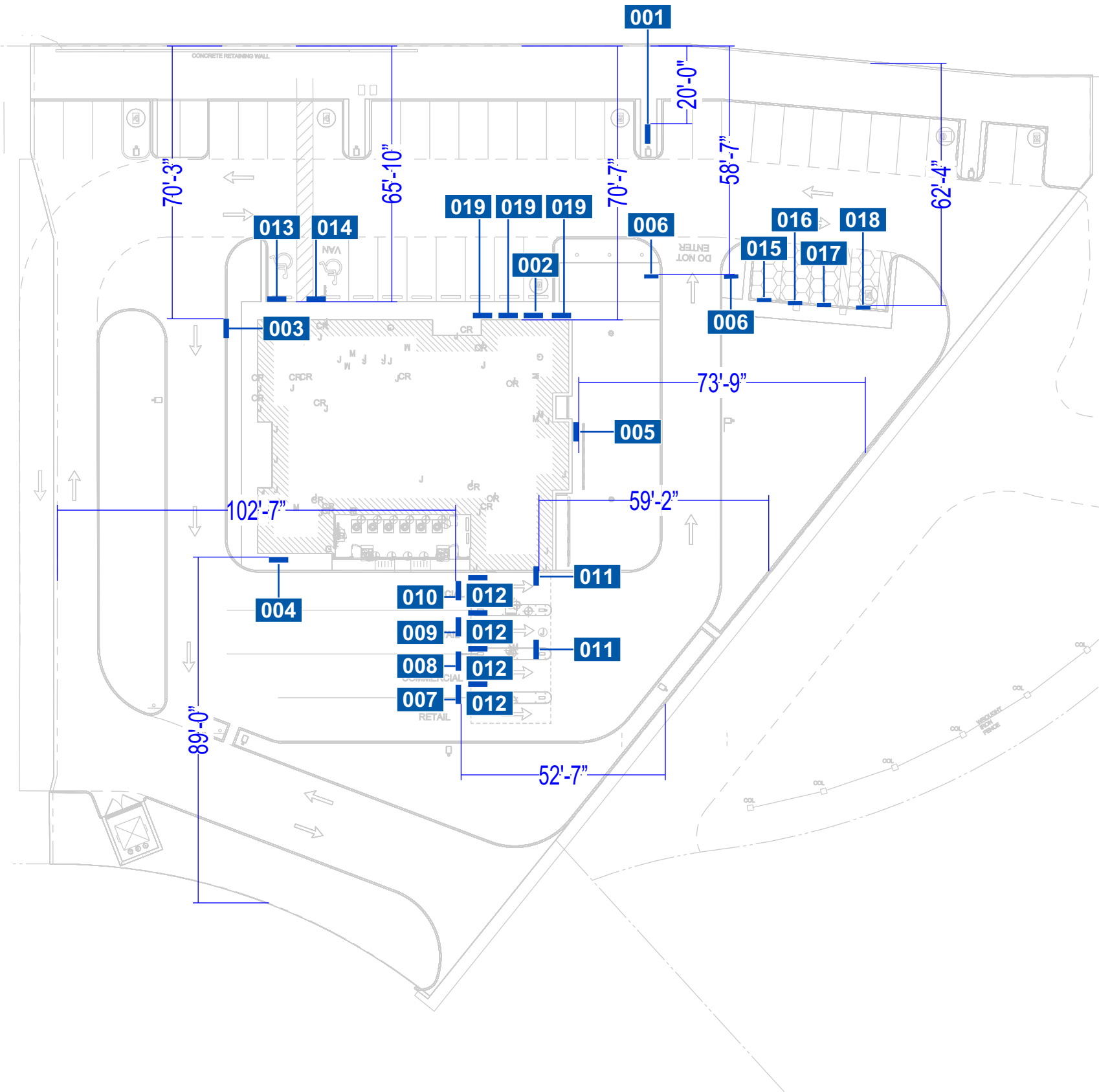
- V1 - VINYL-3M SCOTCHCAL 3635-210 PMS540C
- V4 - DIFFUSER - 70% WHITE
- P1 - PAINT TO MATCH PMS 540C - BLUE
- RW PAINT TO MATCH SW6106 KLIM BEIGE

WWW.SSCSIGNS.COM

PAGE 4 OF 21

**SITE MAP ENLARGED**

SCALE: 1/32" = 1'



SIGN SCHEDULE			
SIGN	SIGN TYPE	QTY	ITEM DESCRIPTION
001	CUSTOM	1	D/F ILLUMINATED MONUMENT
002	ICL.36.W	1	ILLUMINATED CHANNEL LOGO/LETTERS
003	ICL.36.W	1	ILLUMINATED CHANNEL LOGO/LETTERS
004	ICL.36	1	ILLUMINATED CHANNEL LOGO/LETTERS
005	ICL.36	1	ILLUMINATED CHANNEL LOGO/LETTERS
006	DS.01	2	FREESTANDING DIRECTIONAL SIGN
007	LD.01	1	COMMERCIAL - DRIVE THRU CANOPY
008	LD.01	1	ATM. PERSONAL - DRIVE THRU CANOPY
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010	LD.01	1	PERSONAL - DRIVE THRU CANOPY
011	LD.02	2	DO NOT ENTER - DRIVE THRU CANOPY
012	DSS.01	4	DEPOSIT SLIP STAND
013	PS.01	1	PARKING SIGN W/ VAN
014	PS.01	1	PARKING SIGN
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016	PS.03	1	EV PARKING SIGNAGE
017	PS.03	1	EV PARKING SIGNAGE
018	PS.03	1	EV PARKING SIGNAGE
019	WS.01	4	WINDOW GRAPHICS - CLINGS

**SO#09810**  
**ENGINEERING COMPLETE**  
**RBS 11/8/23**

**NOTES**

-EXACT DIRECTIONAL LOCATIONS TO BE VERIFIED



**CLIENT**  
 Frost - Addison

**ADDRESS**  
 3820 Bellline Rd  
 Addison, TX US 75001

**DATE:** 9.12.22  
**DESIGNER:** AM  
**PROJECT MANAGER:** ZS

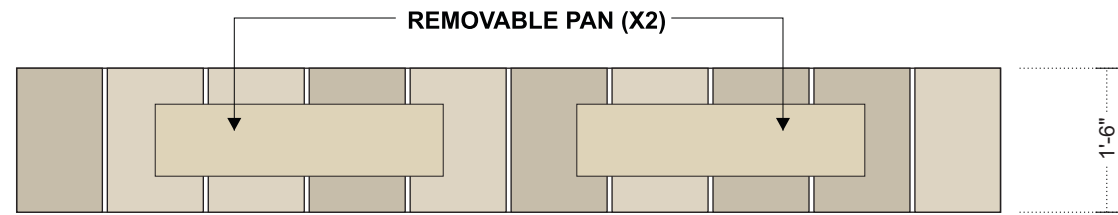
**DRAWING NO.**  
 OP007787-13  
 XXXX

REVISION	DATE
12. Revise Per Mark-Up provided by PM	10.12.23 AM
2. Revise Per Mark-Up provided by PM	01.23.23 AM
3. Revise Per Mark-Up provided by PM	01.24.23 AM
4. Revise Per Mark-Up provided by PM	02.13.23 AM
5. Revise Per Mark-Up provided by PM	02.15.23 AM
6. Add Window Graphics per PM request	03.15.23 AM
7. changed "Clearstory signs" to Blue cans, blue perf, and blue keyline.	03.31.23 DAA
8. updated clear story signs to have white faces blue cans + added ev parking signs	04.10.23 KY
13. revert channel letters back to revision -11	11.3.23 DAA

**APPROVAL DATE - APPROVED BY -**

*This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code 2017 and/or other applicable local codes. This includes proper grounding and bonding of the sign. Dimensions are approximate & may change due to construction factors or exact field conditions. Color shown areas close as printing will allow; Always follow written specifications. All rights reserved: It may not be reproduced in any manner without prior consent.*

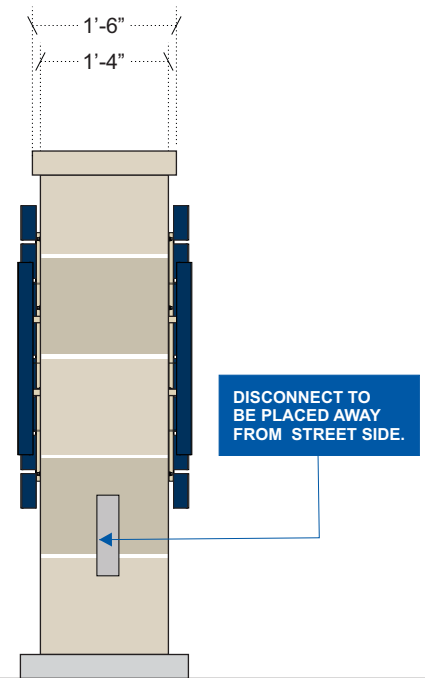
\*MONUMENT SIZE IS LIMITED TO 48 SQ FT PER CITY CODE



TOP VIEW



**001** MS.50 - MONUMENT SIGN  
SCALE: 1/2"= 1' - QTY 1 48 SQ FT.



SIDE VIEW

J-BOX INSET IN STONE

SPECIFICATIONS

1. ALAMO STONE IVORY UPCHURCH KIMBROUGH CONCORD MICRO-FLUTTED 12"X 18" X 1" MOTOR:333 ALABASTER
2. CONCRETE PAD
3. ILLUMINATED CHANNEL LETTERS WITH MODIFIED LOGO
4. 6" ADDRESS NUMBERS ROUTED USING 1/2" FCO ACRYLIC. PAINTED TO MATCH PMS540C.

\*REMOVE EXISTING MONUMENT SIGNAGE



CLIENT  
Frost - Addison

ADDRESS  
3820 BELTLINE RD  
ADDISON, TX US 75001

DATE 09.12.2022  
DESIGNER - AM  
DRAWING NO.  
22OP007787-4

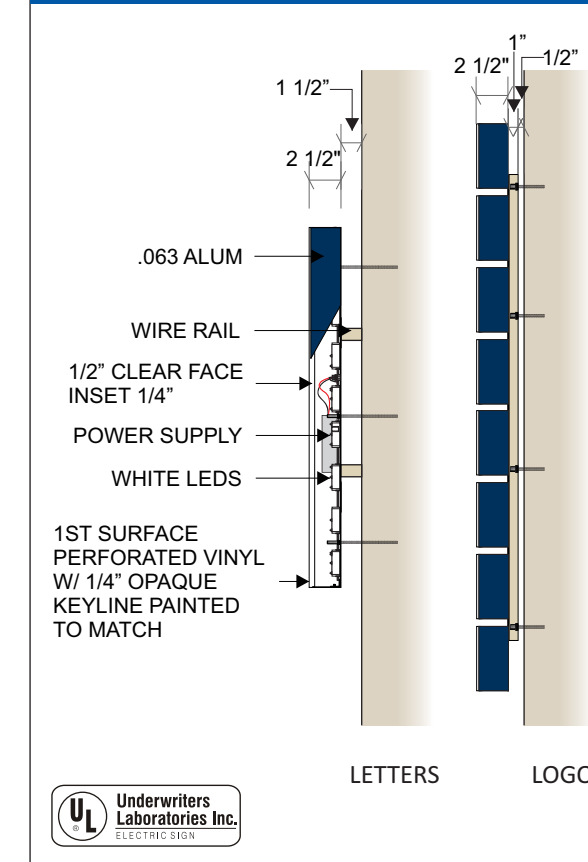
REVISION	DATE
1. Revise Per Mark-Up provided by PM	01.17.23 AM
2. Revise Per Mark-Up provided by PM	01.23.23 AM
3. Revise Per Mark-Up provided by PM	01.24.23 AM
4. Revise Per Mark-Up provided by PM	02.13.23 AM

APPROVAL DATE -

APPROVED BY -

*This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign. Dimensions are approximate & may change due to construction factors or exact field conditions. Color shown areas close as printing will allow; Always follow written specifications. All rights reserved: This design has been created for you in connection with a project being planned for you by SSC Signs & Lighting. It may not be reproduced in any manner without prior consent.*

SIGNAGE DETAILS



**ELECTRICAL NOTE**  
USE EXISTING ELECTRICAL CIRCUIT

- V1 - VINYL- 3M SCOTCHCAL 3635-210 PMS540C
- V4 - DIFFUSER - 70% WHITE
- P1 - PAINT TO MATCH PMS 540C - BLUE
- R/W PAINT TO MATCH SW6106 KILIM BEIGE

**City Council (FY24)**

**6. b.**

**Meeting Date:** 03/26/2024

**Department:** Parks & Recreation

**Pillars:** Innovation in Entrepreneurship & Business  
Optimize the Addison Brand

**Milestones:** Continue to enhance and promote Addison's Identity  
Promote and protect the Addison Way  
Prepare for the impact of new growth and development in Addison

---

**AGENDA CAPTION:**

Present, discuss, and consider action on a Resolution for appointments to the Addison Circle Park Vision Plan Advisory Committee.

**BACKGROUND:**

On February 27, 2024, Council approved a Professional Services Agreement with OJB Landscape Architecture to create a Vision Plan for Addison Circle Park. The Vision Plan is a recommendation of the Parks, Recreation and Open Space (PROS) Master Plan adopted by Council in 2019, which identifies the need to plan for the redevelopment of Addison Circle Park and the Conference and Theatre Centre in conjunction with the Transit Oriented Development (TOD). Public engagement is an important step in this process and staff recommended at the March 5th Council meeting that a Public Advisory Committee be created to help guide and inform the development of the Vision Plan.

Staff will present a list of applicants to Council for appointment. It was determined at the March 5th meeting that each Council member appoint 2 members consisting of 1 Addison resident and 1 business community representative.

**RECOMMENDATION:**

Staff seeks Council direction.

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**Attachments**

Presentation - Addison Circle Park Vision Plan

Resolution - Addison Circle Park Vision Plan

ACP Advisory Committee Applicant Summary

ACP Advisory Committee Applications

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# Addison Circle Park Vision Plan Advisory Committee Appointment

March 26, 2024



**ADDISON**

# Background

**The Addison Circle Park Vision Plan will be developed to meet resident needs, support surrounding businesses and attract visitors to Addison. A Public Advisory Committee, appointed by Council, will be utilized to help guide and inform the process. At the March 5<sup>th</sup> Council meeting it was agreed the committee would include 7 Addison residents and 7 business community representatives. Staff has solicited applications for volunteer committee members and received 35 applications from volunteers interested in serving on the committee.**

**Recommendations for the ideal committee composition should represent Addison's diverse population and should include members that represent varying fields of expertise and interest such as those listed below:**

- Architecture / Engineering / Associated Fields
- Real Estate Development
- Retail and other Commercial Businesses
- Tourism

**Possible groups could include users of :**

- Parks
- Trails
- Special Events
- DART
- Public Art

# Advisory Committee Applicants



Addison Circle Park Vision Plan  
Advisory Committee Applicants

Applicant Name	Representation				Age Category					Addison Longevity					Area of Interest								
	Addison Resident - Lives in Addison Circle	Addison Resident - Does not Live in Addison Circle District	Addison Business Representative - In Addison Circle District	Addison Business Representative - Not in Addison Circle District	Under 25	25-39 Years	40-54 Years	55-69 Years	70+ Years	0-5 Years	6-10 Years	11-15 Years	16-19 Years	20+ Years	Park & Trail User	Architecture / Engineering	Real Estate Development	DART, Connectivity & Mobility	Special Event Attendee	Public Art Enthusiast	Hotel & Tourism	Retail & Commercial Business	Housing
Andrew Hervey			X North Quorum Business Association		X						X					X						X	
Charles Hunter		X					X							X									
Elizabeth Jones		X						X							X	X	X	X	X				
Francie Syron			X Renaissance Hotel					X			X										X		
Brian Roderman			X IN2 Innovation				X						X		X	X	X	X	X				
Joe Bruce			X AMLI				X								X	X							
Bertina Green*		X		X Metrocrest Chamber				X											X			X	
Joseph Pedroza	X							X			X								X				
Anita Braun		X						X						X					X				
Kai Van Kirk				X Special Events	X														X				
Melissa Bowers		X					X											X					
Lauren Smart	X						X								X				X				
Phyllis Silver	X							X						X	X			X					
Barbara Papas		X						X						X	X						X		
Kristie Jackson	X					X									X		X						
Patti Hunt	X							X							X				X				
Walter Briggs	X							X		X					X	X	X	X	X				X
Elizabeth	X							X											X				
Stacey McInnis			X MAA					X						X	X	X			X			X	
Mike O'Neal	X							X			X				X				X				
Llewyn Jobe	X						X								X		X		X			X	
Trish Stuart	X						X						X		X				X				X
Casey Huerta	X					X									X				X			X	
Olivia LaBella	X					X									X				X				
Connor Lind	X					X									X	X			X				
Megan Hawkins	X				X										X	X		X	X				X
Tyler Pope	X						X				X				X		X		X			X	
Andrew	X				X							X			X		X		X			X	
Ron Whitehead		X						X						X	X			X		X			
Curtis Green	X					X									X			X					
Carole Lucio	X						X															X	
Joel Fowler, EIT	X				X										X	X			X				
Evan Taylor	X					X									X								
Ben Gossman			X Java & Hopps				X															X	

\* Modified application from resident to business representative. Home address is not in Addison, applicant works for the Metrocrest Chamber.

X - Primary Area of Interest

# Questions?

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

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS CREATING THE ADDISON CIRCLE PARK VISION PLAN ADVISORY COMMITTEE; ADOPTING COMMITTEE BYLAWS; AND APPOINTING COMMITTEE MEMBERS.**

**WHEREAS**, the Town of Addison Parks, Recreation and Open Space Master Plan identifies a need for the Town to establish a vision plan to activate Addison Circle Park; and

**WHEREAS**, the City Council finds that gathering input from the community is an important component of the process for developing a vision plan for Addison Circle Park; and

**WHEREAS**, the City Council intends to herein establish the Addison Circle Park Vision Plan Committee (“Committee”) which will be comprised of seven (7) residents of the Town of Addison and seven (7) Addison business representatives; and

**WHEREAS**, the Committee’s purpose will be to provide Town staff with community input in connection with developing a unified vision for Addison Circle Park.

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

**SECTION 1.** The City Council hereby creates the Addison Circle Park Vision Plan Advisory Committee (the “Committee”) to carry out the purposes set forth in this resolution.

**SECTION 2.** The Committee shall be advisory in nature and shall exist and operate in conformance with the Committee Bylaws attached hereto as **Exhibit A**. The Director of Parks and Recreation shall be the primary staff liaison for the Committee.

**SECTION 3.** The following seven (7) Addison residents and (7) Addison business representatives are hereby appointed to serve on the Committee:

[ \_\_\_\_\_ ]\*

*\*Names to be filled once individuals are appointed by the City Council*

**SECTION 4.** This resolution shall be effective from and after the date of passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the Town of Addison, Texas, on this the **26<sup>th</sup>** day of **MARCH**, 2024.

**TOWN OF ADDISON, TEXAS**

---

Bruce Arfsten, Mayor

**ATTEST:**

---

Valencia Garcia, Interim City Secretary

## EXHIBIT A

### **ADDISON CIRCLE PARK VISION PLAN ADVISORY COMMITTEE**

#### **Committee Bylaws**

(Adopted and Effective March 26, 2024)

#### **PURPOSE**

The Town of Addison ("Town") Addison Circle Park Vision Plan Advisory Committee ("Committee") will assist the City Council in fulfilling its responsibilities pertaining to developing a vision for activation of Addison Circle Park in accordance with the Parks Master Plan, City Charter, Code of Ordinances, and applicable laws and regulations.

#### **RESPONSIBILITIES**

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

- Park Site Development
- Park Programming
- Park Infrastructure
- Park Operations
- Staffing & Maintenance
- Revenue Generation

Review and recommendations regarding the foregoing shall be informed by the adopted Addison Parks Master Plan and existing Town policies, as applicable.

#### **DURATION**

The Committee is a temporary advisory committee established to make final recommendations in conformance with the Committee's purpose. Accordingly, members will serve a temporary term ending upon the earlier of (i) the City Council's acceptance of the final recommendation(s) of the Committee, or (ii) March 26, 2025, subject to the resignation or removal of a member by the City Council.

#### **COMPOSITION**

The Committee will consist of fourteen (14) members appointed by the City Council. Each Council member will appoint one (1) Addison resident and one (1) Addison business community representative. Members may be removed at any time (for any or no reason) by a simple majority vote of the City Council. In the event of removal or resignation of a member, the City Council will promptly fill the vacancy by a simple majority vote of the City Council. Members serving on the Committee must at all times be a resident of the Town of Addison.

The committee may be terminated or discontinued by the City Council at any time in the City Council's sole discretion.

## EXHIBIT A

### **MEETINGS**

It is anticipated that the Committee will meet one to two times per month, or as frequently as is necessary to carry out the Committee's purpose. Such meetings will be held on dates and at times as established by Town staff, provided, that staff will attempt to schedule meetings for dates and times when all Committee members can be present. All committee members are expected to attend each meeting in-person or, if available, remotely via a live two-way audio-video platform (e.g, Teams, Zoom, etc.).

Seven (7) members of the Committee shall constitute a quorum of the Committee for all purposes. The affirmative vote of a majority of the members of the Committee present at a Committee meeting shall be necessary to for Committee action or to make a recommendation to the City Council.

The Director of Parks and Recreation or designee shall be present at all meetings. The committee may invite members of management, auditors, or any other persons to attend meetings. Meeting agendas will be prepared by Town staff and provided in advance to members, along with appropriate briefing materials. Meeting agendas will be posted on the Town's website and available to the public. Notwithstanding, the Committee is advisory in nature and is not required to conduct its meetings in conformance with Chapter 551 of the Texas Government Code.

[END OF COMMITTEE BYLAWS]

Addison Circle Park Vision Plan Advisory Committee Applicants

Applicant Name	Representation				Age Category					Addison Longevity					Area of Interest								
	Addison Resident - Lives in Addison Circle District	Addison Resident - Does not Live in Addison Circle District	Addison Business Representative - In Addison Circle District	Addison Business Representative - Not in Addison Circle District	Under 25	25-39 Years	40-54 Years	55-69 Years	70+ Years	0 - 5 Years	6-10 Years	11 - 15 Years	16 - 19 Years	20+ Years	Park & Trail User	Architecture / Engineering Planning	Real Estate Development	DART, Connectivity & Mobility	Special Event Attendee	Public Art Enthusiast	Hotel & Tourism	Retail & Commercial Business	Housing
Andrew Hervey			X North Quorum Business Association			X						X					X					X	
Charles Hunter		X					X							X					X	X			
Elizabeth Jones		X					X			X					X	X	X	X	X	X			
Francie Syron			X Renaissance Hotel				X					X									X		
Brian Roderman			X IN2 Innovation				X						X		X	X			X	X			
Joe Bruce			X AMLI				X			X					X	X	X	X	X	X			
Bertina Green*		X		X Metrocrest Chamber			X			X									X			X	
Joseph Pedroza	X						X					X							X	X			
Anita Braun		X					X							X					X	X			
Kai Van Kirk				X Special Events		X						X											
Melissa Bowers		X					X					X					X	X					
Lauren Smart	X						X					X			X				X				
Phyllis Silver	X							X						X			X	X					
Barbara Papas		X					X							X							X		
Kristie Scarbrough		X					X							X		X					X		
Jackson Korinek	X					X				X					X				X				
Patti Hunt	X						X				X								X	X			
Walter Briggs	X					X				X					X	X	X	X	X	X			X
Elizabeth Entingh	X						X			X									X	X			
Stacey McInnis			X MAA				X							X		X	X	X	X	X		X	
Mike O'Neal	X						X					X			X				X	X			
Llewyn Jobe	X						X			X					X	X			X			X	
Trish Stuart	X						X						X		X				X	X			X
Casey Huerta	X					X				X					X				X	X		X	
Olivia LaBella	X					X				X					X				X	X			
Connor Lind	X					X				X					X	X			X	X			
Megan Hawkins	X				X					X					X		X	X	X	X			X
Tyler Pope	X						X					X			X	X	X	X	X	X		X	
Andrew Thresher	X				X					X					X				X	X			
Ron Whitehead		X						X						X	X		X	X	X	X			
Curtis Green	X					X				X					X		X	X	X	X			
Carole Lucio	X						X						X									X	
Joel Fowler, EIT	X				X					X					X	X			X	X			
Evan Taylor	X					X				X						X							
Ben Gossman			X Java & Hopps				X			X												X	

\* Modified application from resident to business representative. Home address is not in Addison, applicant works for the Metrocrest Chamber.

X - Primary Area of Interest

# #1

**COMPLETE**

**Collector:** Web Link 1 (Web Link)  
**Started:** Friday, March 08, 2024 12:14:39 PM  
**Last Modified:** Friday, March 08, 2024 12:21:54 PM  
**Time Spent:** 00:07:15  
**IP Address:** 166.199.242.139

---

## Page 1: Application Information

### Q1

Name

ben gossman

---

### Q2

Contact Information

Address	[REDACTED]
City/Town	addison
State/Province	tx
ZIP/Postal Code	75001
Email Address	[REDACTED]
Phone Number	[REDACTED]

---

### Q3

Which of the following best describes you?

I represent a business in the Addison Circle District

---

### Q4

To which age group do you belong?

40-54 years of age

---

### Q5

How long have you lived or worked in the Town of Addison

0-5 years

---

### Q6

Please select which best describes you.

Retail and Commercial Business

---

**Q7**

Respondent skipped this question

What other attributes describe you?

---

**Q8**

Why are you interested in being a member of this Advisory Committee?

I think addison circle park has so much to offer and love to see the direction the area is heading. I would love yo be a part of something so wonderful.

---

**Q9**

What experiences do you have working with the Town of Addison?

nothing but great. our working relationship has been amazing starting with my food truck.

---

**Q10**

Please share your interest in parks, park programs, spending time outdoors, using trails and public art.

all out door projects. I think coming together and figuring out how to really activate the park all year round. this is the best open space in the dfw area and the events are the best.

---

**Q11**

What role do you have in the community?

I am a business owner looking yo open more in the area

---

**Q12**

If you are affiliated with an organization or business, what benefits would you or your organization gain from this process?

attracting people to the park . giving them a fun experience every time

---

**Q13**

Yes

Do you have the ability to serve this process (meetings approximately 3 and a few additional meetings over a 7 month period?)

---

**Q14**

Is there anything else you would like to tell us about yourself that will help the Town Council in its selection of Committee Members?

I am a neighbor of Addison and love the area. we have such a treasure here and see the hard work the town dies to keep Addison a very attractive place t be

---

# #2

**COMPLETE**

**Collector:** Web Link 1 (Web Link)  
**Started:** Friday, March 08, 2024 2:11:53 PM  
**Last Modified:** Friday, March 08, 2024 2:27:53 PM  
**Time Spent:** 00:15:59  
**IP Address:** 162.200.3.6

---

## Page 1: Application Information

### Q1

Name

Evan Taylor

---

### Q2

Contact Information

Address	[REDACTED]
City/Town	Addison
State/Province	TX
ZIP/Postal Code	75001
Email Address	[REDACTED]
Phone Number	[REDACTED]

---

### Q3

Which of the following best describes you?

I live in Addison Circle District.

---

### Q4

To which age group do you belong?

25-39 years of age

---

### Q5

How long have you lived or worked in the Town of Addison

0-5 years

---

### Q6

Please select which best describes you.

Architecture / Engineering / Planning

---

**Q7**

Respondent skipped this question

What other attributes describe you?

---

**Q8**

Why are you interested in being a member of this Advisory Committee?

I spend some time almost every day in Addison Circle Park and I would really enjoy having a voice for a part of Addison that I care a lot about

---

**Q9**

What experiences do you have working with the Town of Addison?

0, but before I moved to Addison I served on the Richardson Public Library Board and was a part of the Leadership Richardson Class 36.

---

**Q10**

Please share your interest in parks, park programs, spending time outdoors, using trails and public art.

I have two dogs that I walk through several Addison parks on a daily basis, and I have strong feelings about how parks could be designed both functionally and aesthetically

---

**Q11**

What role do you have in the community?

I am a financial advisor at UBS, which fulfills my desire to serve families by helping them navigate financial planning, markets, and their own personal lives with respect to finances.

---

**Q12**

If you are affiliated with an organization or business, what benefits would you or your organization gain from this process?

N/A

---

**Q13**

Yes

Do you have the ability to serve this process (meetings approximately 3 and a few additional meetings over a 7 month period?)

---

**Q14**

Is there anything else you would like to tell us about yourself that will help the Town Council in its selection of Committee Members?

I genuinely care about this project and I'm super excited to see what changes are made even if I don't get to serve on the committee

---

# #3

**COMPLETE**

**Collector:** Web Link 1 (Web Link)  
**Started:** Friday, March 08, 2024 6:24:41 PM  
**Last Modified:** Friday, March 08, 2024 6:45:02 PM  
**Time Spent:** 00:20:20  
**IP Address:** 24.27.87.155

---

## Page 1: Application Information

### Q1

Name

Joel Fowler, EIT

---

### Q2

Contact Information

Address	[REDACTED]
Address 2	3313
City/Town	Addison
State/Province	TX
ZIP/Postal Code	75001
Email Address	[REDACTED]
Phone Number	[REDACTED]

---

### Q3

I live in Addison Circle District.

Which of the following best describes you?

---

### Q4

Under 25 years of age

To which age group do you belong?

---

### Q5

0-5 years

How long have you lived or worked in the Town of Addison

---

### Q6

Architecture / Engineering / Planning

Please select which best describes you.

---

**Q7**

What other attributes describe you?

**Architecture / Engineering / Planning,  
Park & Trail User,  
Special Event Attendee,  
Public Art Enthusiast.**

---

**Q8**

Why are you interested in being a member of this Advisory Committee?

I believe that this committee represents an excellent opportunity for myself to become more involved in the community. I believe my expertise may contribute to the committee. I love Addison circle because of its public amenities, and I would be proud to contribute to the improvement of my neighborhood. Participation in this committee may expose me to others in similar industries to the one I work in and serve as a networking opportunity.

---

**Q9**

What experiences do you have working with the Town of Addison?

I once spoke at a town hall meeting about my belief in the continued development of multifamily housing. I have interacted with council members at the Addison Athletic Club. I have not formally worked with the Town of Addison.

---

**Q10**

Please share your interest in parks, park programs, spending time outdoors, using trails and public art.

I regularly use the outdoor amenities. I play catch in the park with my friends and others who join us. I have attended multiple seasonal events in the circle. Every Sunday I get coffee at Java & Hopps and sit on the patio. My significant other is a vendor for Addison Eats. I regularly play pickleball at the Addison Athletic Club. I love visiting the Dallas Museum of Art and regularly visit special exhibits.

---

**Q11**

What role do you have in the community?

I wish to increase my role in the local community. In the broader DFW community, I have a direct impact on the built environment as a bridge engineer. Exposure to others in the community may give me a better perspective on how my work effects the people around me and how I can improve my work.

---

**Q12**

If you are affiliated with an organization or business, what benefits would you or your organization gain from this process?

I work for Huitt-Zollars, a civil engineering firm in Dallas. My organization would not directly benefit from my affiliation with this committee besides the benefits of my personal and professional growth. My significant-other will host a stand in Addison Eats. It's possible my influence in this committee may benefit her.

---

**Q13**

**Yes**

Do you have the ability to serve this process (meetings approximately 3 and a few additional meetings over a 7 month period?)

---

**Q14**

Is there anything else you would like to tell us about yourself that will help the Town Council in its selection of Committee Members?

I have a Master of Science Degree in Civil Engineering. I have three years of experience as a civil engineer; 7 months as a land-development engineer and the rest as a structural engineer. I am a board-certified Engineer-In-Training and less than a year from becoming a Professional Engineer. I believe that I would be a valuable addition to the committee due to my background and personal stake in my community as a resident of Addison Circle. Thank you for your consideration,

Joel Fowler, EIT

---

# #4

**COMPLETE**

**Collector:** Web Link 1 (Web Link)  
**Started:** Friday, March 08, 2024 7:05:32 PM  
**Last Modified:** Friday, March 08, 2024 7:09:22 PM  
**Time Spent:** 00:03:50  
**IP Address:** 24.28.41.111

---

## Page 1: Application Information

### Q1

Name

Carole Lucio

---

### Q2

Contact Information

Address	[REDACTED]
City/Town	Addison
State/Province	TX
ZIP/Postal Code	75001
Email Address	[REDACTED]
Phone Number	[REDACTED]

---

### Q3

Which of the following best describes you?

All of the above

---

### Q4

To which age group do you belong?

55-69 years of age

---

### Q5

How long have you lived or worked in the Town of Addison

More than 20 years

---

### Q6

Please select which best describes you.

Retail and Commercial Business

---

**Q7** **Retail and Commercial Business**

What other attributes describe you?

---

**Q8**  
Why are you interested in being a member of this Advisory Committee?

I care very much about Addison Circle

---

**Q9**  
What experiences do you have working with the Town of Addison?

Owning a business in Addison for 20 plus years

---

**Q10**  
Please share your interest in parks, park programs, spending time outdoors, using trails and public art.

Member of Arbor Association

---

**Q11**  
What role do you have in the community?

Leader

---

**Q12**  
If you are affiliated with an organization or business, what benefits would you or your organization gain from this process?

Better parking

---

**Q13** **Yes**  
Do you have the ability to serve this process (meetings approximately 3 and a few additional meetings over a 7 month period?)

---

**Q14**  
Is there anything else you would like to tell us about yourself that will help the Town Council in its selection of Committee Members?

I care about the Circle

---

#5

**COMPLETE**

**Collector:** Web Link 1 (Web Link)  
**Started:** Friday, March 08, 2024 9:37:08 PM  
**Last Modified:** Friday, March 08, 2024 9:59:35 PM  
**Time Spent:** 00:22:26  
**IP Address:** 75.38.18.61

---

Page 1: Application Information

**Q1**

Name

Curtis Green

---

**Q2**

Contact Information

Address	[REDACTED]
Address 2	[REDACTED]
City/Town	Addison
State/Province	TX
ZIP/Postal Code	75001
Email Address	[REDACTED]
Phone Number	[REDACTED]

---

**Q3**

I live in Addison Circle District.

Which of the following best describes you?

---

**Q4**

25-39 years of age

To which age group do you belong?

---

**Q5**

0-5 years

How long have you lived or worked in the Town of Addison

---

**Q6**

Park & Trail User

Please select which best describes you.

---

**Q7**

What other attributes describe you?

**DART, Connectivity and Mobility,  
Park & Trail User,  
Special Event Attendee**

---

**Q8**

Why are you interested in being a member of this Advisory Committee?

I...

- live in Addison Circle
- walk through the park at least once a day
- attend the park events
- use the transit center to bus to-from downtown Dallas
- am excited for the silver line & new shops around the TOD

I was impressed with OJB's presentation to the town and would love to give input to help them make it as good as possible

---

**Q9**

What experiences do you have working with the Town of Addison?

I'm currently on the South Quorum Drive advisory committee, have attended various town meetings, and given input on the comprehensive plan through meetings & "meeting in a box"

---

**Q10**

Please share your interest in parks, park programs, spending time outdoors, using trails and public art.

My wife and I walk around Addison Circle every day, including going through Addison Circle park. We often walk to the restaurants in the area and occasionally go into downtown Dallas via the bus at the Addison transit center to do similar things there

---

**Q11**

What role do you have in the community?

I watch the city council meetings online and try to give news & information to friends and family. I also try to give input and relay their feedback in the comprehensive plan surveys & town meetings

---

**Q12**

If you are affiliated with an organization or business, what benefits would you or your organization gain from this process?

NA

---

**Q13**

Yes

Do you have the ability to serve this process (meetings approximately 3 and a few additional meetings over a 7 month period?)

---

**Q14**

Is there anything else you would like to tell us about yourself that will help the Town Council in its selection of Committee Members?

I try to be as informed and engaged as possible in the Quorum Drive committee as to give detailed and constructive feedback.

I spoke with the consultants on the project as well as town staff on ideas and after the meetings wrote up feedback on specific things I like, didn't like, and ideas that could make it better. Here are two examples of those write-ups:

Quorum Feedback 1: [https://docs.google.com/presentation/d/1i7GpfddD-2m0-b1WrjFKZWm5ofKDXJSGaaSolL\\_\\_0h0/edit?usp=sharing](https://docs.google.com/presentation/d/1i7GpfddD-2m0-b1WrjFKZWm5ofKDXJSGaaSolL__0h0/edit?usp=sharing)

Quorum Feedback 2:

[https://docs.google.com/presentation/d/1BA\\_ia6gfoPm88HoPxwkn8-eZi5\\_oCL0fdYteB\\_B-VfU/edit?usp=sharing](https://docs.google.com/presentation/d/1BA_ia6gfoPm88HoPxwkn8-eZi5_oCL0fdYteB_B-VfU/edit?usp=sharing)

---

#6

**COMPLETE**

**Collector:** Web Link 1 (Web Link)  
**Started:** Saturday, March 09, 2024 1:17:12 AM  
**Last Modified:** Saturday, March 09, 2024 1:33:51 AM  
**Time Spent:** 00:16:39  
**IP Address:** 70.134.226.64

---

Page 1: Application Information

**Q1**

Name

Ron Whitehead

---

**Q2**

Contact Information

Address	[REDACTED]
City/Town	Addison
State/Province	Texas
ZIP/Postal Code	75001
Email Address	[REDACTED]
Phone Number	[REDACTED]

---

**Q3**

I live in Addison, but not in Addison Circle District

Which of the following best describes you?

---

**Q4**

70+ years if age

To which age group do you belong?

---

**Q5**

More than 20 years

How long have you lived or worked in the Town of Addison

---

**Q6**

Park & Trail User

Please select which best describes you.

---

**Q7** **Architecture / Engineering / Planning,**  
What other attributes describe you? **DART, Connectivity and Mobility,**  
**Park & Trail User,**  
**Special Event Attendee,**  
**Public Art Enthusiast.**

---

**Q8**  
Why are you interested in being a member of this Advisory Committee?

I have a long history with the park that I think would be helpful to share.

---

**Q9**  
What experiences do you have working with the Town of Addison?

former City Manager for 32 years

---

**Q10**  
Please share your interest in parks, park programs, spending time outdoors, using trails and public art.

I am an avid supporter of parks, the trail system and public art in Addison and was involved in creating many of those programs.

---

**Q11**  
What role do you have in the community?

I am a resident

---

**Q12**  
If you are affiliated with an organization or business, what benefits would you or your organization gain from this process?

None

---

**Q13** **Yes**  
Do you have the ability to serve this process (meetings approximately 3 and a few additional meetings over a 7 month period?)

---

**Q14**

Is there anything else you would like to tell us about yourself that will help the Town Council in its selection of Committee Members?

I came to Addison in 1982 and coordinated the acquisition of much of the land for parks and open space in Addison Circle, as well as the land for the future AMLI development and the DART Station.

---

#7

**COMPLETE**

**Collector:** Web Link 1 (Web Link)  
**Started:** Saturday, March 09, 2024 11:38:53 AM  
**Last Modified:** Saturday, March 09, 2024 2:24:52 PM  
**Time Spent:** 02:45:59  
**IP Address:** 162.232.245.90

---

Page 1: Application Information

**Q1**

Name

Andrew Thresher

---

**Q2**

Contact Information

Address	[REDACTED]
City/Town	Addison
State/Province	TX
ZIP/Postal Code	75001
Email Address	[REDACTED]
Phone Number	[REDACTED]

---

**Q3**

Which of the following best describes you?

I live in Addison Circle District.

---

**Q4**

To which age group do you belong?

Under 25 years of age

---

**Q5**

How long have you lived or worked in the Town of Addison

0-5 years

---

**Q6**

Please select which best describes you.

Park & Trail User

---

**Q7**

**Special Event Attendee,**

What other attributes describe you?

**Public Art Enthusiast.**

---

**Q8**

Why are you interested in being a member of this Advisory Committee?

I would like to enrich the future of Addison, and provide perspective on what young professionals would like to see.

---

**Q9**

What experiences do you have working with the Town of Addison?

Only spoken with Hamid

---

**Q10**

Please share your interest in parks, park programs, spending time outdoors, using trails and public art.

We walk around Addison Circle Park at least 5 times per week. We love Addison Circle.

---

**Q11**

What role do you have in the community?

Resident

---

**Q12**

If you are affiliated with an organization or business, what benefits would you or your organization gain from this process?

N/A

---

**Q13**

**Yes**

Do you have the ability to serve this process (meetings approximately 3 and a few additional meetings over a 7 month period?)

---

**Q14**

Is there anything else you would like to tell us about yourself that will help the Town Council in its selection of Committee Members?

We are big fans of dense, dynamic, mixed use urban environments

---

#8

**COMPLETE**

**Collector:** Web Link 1 (Web Link)  
**Started:** Sunday, March 10, 2024 10:17:13 AM  
**Last Modified:** Sunday, March 10, 2024 11:00:34 AM  
**Time Spent:** 00:43:21  
**IP Address:** 212.102.40.77

---

Page 1: Application Information

**Q1**

Name

Tyler Pope

---

**Q2**

Contact Information

Address	[REDACTED]
City/Town	Addison
State/Province	TX
ZIP/Postal Code	75001
Email Address	[REDACTED]
Phone Number	[REDACTED]

---

**Q3**

Which of the following best describes you?

I live in Addison Circle District.

---

**Q4**

To which age group do you belong?

40-54 years of age

---

**Q5**

How long have you lived or worked in the Town of Addison

11-15 years

---

**Q6**

Please select which best describes you.

Retail and Commercial Business

---

**Q7**

What other attributes describe you?

**Real Estate Development,  
DART, Connectivity and Mobility,  
Park & Trail User,  
Special Event Attendee,  
Public Art Enthusiast.**

---

**Q8**

Why are you interested in being a member of this Advisory Committee?

I've lived and worked in Addison for years now and would enjoy being a part of making it great for others to enjoy it as much as I have.

---

**Q9**

What experiences do you have working with the Town of Addison?

I joke that all roads in my career lead back to Addison. My first job was in Addison and every job since has led to me officiant here. In my banking career I've had the opportunity to get to know two former mayors, and I would like to get to know more about the city inner workings. I'm a member of Leadership Irving Las Colimas class of 2020, and that experience gave me a deeper appreciation of how public and private groups can work together to make a city great.

---

**Q10**

Please share your interest in parks, park programs, spending time outdoors, using trails and public art.

I walk the circle parks daily.

---

**Q11**

What role do you have in the community?

Commercial banker, volunteer in multiple organizations.

---

**Q12**

If you are affiliated with an organization or business, what benefits would you or your organization gain from this process?

I work at Texas Security Bank. We just opened an office at Beltline / DNT, and would be in a great position to positively impact local businesses.

---

**Q13**

**Yes**

Do you have the ability to serve this process (meetings approximately 3 and a few additional meetings over a 7 month period?)

---

**Q14**

Is there anything else you would like to tell us about yourself that will help the Town Council in its selection of Committee Members?

My participation in leadership Irving, current residency in Addison and years of working in and spending time in Addison, gives me a great perspective to bring to the dialogue. I love Addison and would enjoy participating in this process.

---

#9

**COMPLETE**

**Collector:** Web Link 1 (Web Link)  
**Started:** Sunday, March 10, 2024 12:12:16 PM  
**Last Modified:** Sunday, March 10, 2024 12:24:47 PM  
**Time Spent:** 00:12:30  
**IP Address:** 72.176.247.101

---

Page 1: Application Information

**Q1**

Name

Megan Hawkins

---

**Q2**

Contact Information

Address	[REDACTED]
Address 2	[REDACTED]
City/Town	Addison
State/Province	Texas
ZIP/Postal Code	75001
Email Address	[REDACTED]
Phone Number	[REDACTED]

---

**Q3**

I live in Addison Circle District.

Which of the following best describes you?

---

**Q4**

Under 25 years of age

To which age group do you belong?

---

**Q5**

0-5 years

How long have you lived or worked in the Town of Addison

---

**Q6**

Park & Trail User

Please select which best describes you.

---

**Q7**

What other attributes describe you?

**Housing,  
DART, Connectivity and Mobility,  
Special Event Attendee,  
Public Art Enthusiast.**

---

**Q8**

Why are you interested in being a member of this Advisory Committee?

I have an interest in urban planning and walkability and want to get involved in the community. As a young professional living and working in Addison for the past three years I believe I am able to offer a unique perspective and help plan for the future.

---

**Q9**

What experiences do you have working with the Town of Addison?

none at this point

---

**Q10**

Please share your interest in parks, park programs, spending time outdoors, using trails and public art.

I thoroughly enjoy spending time in the various parks in Addison. I love walking around as well as hammocking or having picnics etc. I am very interested in pedestrian safety and working to make our current infrastructure more walkable and bikeable which will help reduce traffic, promote greater connectivity and even increase revenue for local businesses with increased foot traffic

---

**Q11**

What role do you have in the community?

I've lived in Addison the last 3 years and work remote. I frequently enjoy our parks and shop/ dine at local businesses. I've attended many events put on by the city of Addison and am looking to get more involved in my community.

---

**Q12**

If you are affiliated with an organization or business, what benefits would you or your organization gain from this process?

n/a

---

**Q13**

**Yes**

Do you have the ability to serve this process (meetings approximately 3 and a few additional meetings over a 7 month period?)

---

**Q14**

Is there anything else you would like to tell us about yourself that will help the Town Council in its selection of Committee Members?

remote worker, live in an apartment complex near Addison circle, very passionate about urban planning and reducing urban sprawl along with making our city a better and safer place to live

---

# #10

**COMPLETE**

**Collector:** Web Link 1 (Web Link)  
**Started:** Sunday, March 10, 2024 1:59:12 PM  
**Last Modified:** Sunday, March 10, 2024 2:26:02 PM  
**Time Spent:** 00:26:49  
**IP Address:** 24.27.73.213

---

## Page 1: Application Information

### Q1

Name

Connor Lind

---

### Q2

Contact Information

Address	[REDACTED]
Address 2	[REDACTED]
City/Town	Addison
State/Province	TX
ZIP/Postal Code	75001
Email Address	[REDACTED]
Phone Number	[REDACTED]

---

### Q3

Which of the following best describes you?

I live in Addison Circle District.

---

### Q4

To which age group do you belong?

25-39 years of age

---

### Q5

How long have you lived or worked in the Town of Addison

0-5 years

---

### Q6

Please select which best describes you.

Architecture / Engineering / Planning

---

**Q7**

What other attributes describe you?

**Park & Trail User,  
Special Event Attendee,  
Public Art Enthusiast.**

---

**Q8**

Why are you interested in being a member of this Advisory Committee?

I want to make meaningful changes to the community I use on a daily basis

---

**Q9**

What experiences do you have working with the Town of Addison?

Attending events and participating in activities organized by the city of Addison.

---

**Q10**

Please share your interest in parks, park programs, spending time outdoors, using trails and public art.

I enjoy the parks we currently have and have ideas to help improve them. I've admired almost every piece of public art that Addison has and have explored all of its parks. The beauty of Addison is truly unique, combining natural green spaces with local artists' works.

---

**Q11**

What role do you have in the community?

I shop almost exclusively local and am looking to get involved in the city's mission for continuous improvement.

---

**Q12**

If you are affiliated with an organization or business, what benefits would you or your organization gain from this process?

N/a

---

**Q13**

**Yes**

Do you have the ability to serve this process (meetings approximately 3 and a few additional meetings over a 7 month period?)

---

**Q14**

Is there anything else you would like to tell us about yourself that will help the Town Council in its selection of Committee Members?

Addison is so unique and its strengths should be expanded on. I'd love to share my ideas with those able to make changes.

---

#11

**COMPLETE**

**Collector:** Web Link 1 (Web Link)  
**Started:** Sunday, March 10, 2024 2:00:40 PM  
**Last Modified:** Sunday, March 10, 2024 3:02:21 PM  
**Time Spent:** 01:01:40  
**IP Address:** 24.27.73.213

---

Page 1: Application Information

**Q1**

Name

Olivia LaBella

---

**Q2**

Contact Information

Address	[REDACTED]
Address 2	[REDACTED]
City/Town	Addison
State/Province	TX
ZIP/Postal Code	75001
Email Address	[REDACTED]
Phone Number	[REDACTED]

---

**Q3**

I live in Addison Circle District.

Which of the following best describes you?

---

**Q4**

25-39 years of age

To which age group do you belong?

---

**Q5**

0-5 years

How long have you lived or worked in the Town of Addison

---

**Q6**

Park & Trail User

Please select which best describes you.

---

**Q7**

**Special Event Attendee,**

What other attributes describe you?

**Public Art Enthusiast.**

---

**Q8**

Why are you interested in being a member of this Advisory Committee?

This is my third year living in Addison Circle. It's truly a lovely place to live and shows so much promise of continuous improvement with the right planning and intentions. This seemed like a way that I would be able to be involved while also having a full time job. The park and surrounding areas are what make this such a wonderful place to live and I would love to be a part of future planning to grow and improve my home!

---

**Q9**

What experiences do you have working with the Town of Addison?

None directly. I work remotely at a digital marketing agency as a creative specialist and designer.

---

**Q10**

Please share your interest in parks, park programs, spending time outdoors, using trails and public art.

I am a very frequent park user! Almost everyday my lunch break is spent in the park or walking around the neighborhood. If you don't believe me, we can check to see how much money I've dropped at Java and Hopps for coffee (too much). On the weekends my partner and I go on walks and play sports at the park and it's my favorite time of the week. I love being surrounded by and meeting other members of the community. I am a huge proponent of walkable communities! I've attended every Addison event from Taste of Addison, Kaboom Town, Oktoberfest, Vegandale, ReggaeFest, and also almost every other smaller event put on. I also try and make most of the Watertower theater and TCTP productions. I am a photographer in my free time and I appreciate the value Addison puts into public art. The time and care spent into making Addison Circle beautiful does not go unnoticed.

---

**Q11**

What role do you have in the community?

Just simply a community member. I work from home doing digital marketing, so I spend a lot of time in the circle and at the local businesses.

---

**Q12**

If you are affiliated with an organization or business, what benefits would you or your organization gain from this process?

Not really any on my end. I used to sell photography in the past. I do have some pictures of the neighborhood that might be good enough to one day be sold, but that's the only way I would monetarily benefit from Addison improvements. I'm really just excited for my home to continue to grow and I'm hoping the people in charge are valuing resident opinions.

---

**Q13**

Yes

Do you have the ability to serve this process (meetings approximately 3 and a few additional meetings over a 7 month period?)

---

**Q14**

Is there anything else you would like to tell us about yourself that will help the Town Council in its selection of Committee Members?

I understand if I'm not exactly the type of person you're looking for. If you want a little extra information about me:

Here is my LinkedIn showing my work experience: [https://www.linkedin.com/in/oml21?utm\\_source=share&utm\\_campaign=share\\_via&utm\\_content=profile&utm\\_medium=android\\_app](https://www.linkedin.com/in/oml21?utm_source=share&utm_campaign=share_via&utm_content=profile&utm_medium=android_app)

Here is some of my photography which I believe showcases my love for architecture, nature, and art:  
<https://www.instagram.com/photographylabela?igsh=MWt2YjV1d2EyOGtiMQ==>

On the Visit Addison Instagram page post from October 23, 2023 you can see me front and center enjoying the park per usual.

---

# #12

**COMPLETE**

**Collector:** Web Link 1 (Web Link)  
**Started:** Sunday, March 10, 2024 6:56:55 PM  
**Last Modified:** Sunday, March 10, 2024 7:05:46 PM  
**Time Spent:** 00:08:50  
**IP Address:** 107.115.171.142

---

## Page 1: Application Information

### Q1

Name

Casey Huerta

---

### Q2

Contact Information

Address	[REDACTED]
City/Town	Addison
State/Province	TX
ZIP/Postal Code	75001
Email Address	[REDACTED]
Phone Number	[REDACTED]

---

### Q3

Which of the following best describes you?

I live in Addison Circle District.

---

### Q4

To which age group do you belong?

25-39 years of age

---

### Q5

How long have you lived or worked in the Town of Addison

0-5 years

---

### Q6

Please select which best describes you.

Retail and Commercial Business

---

**Q7**

What other attributes describe you?

**Retail and Commercial Business,  
Park & Trail User,  
Special Event Attendee,  
Public Art Enthusiast.**

---

**Q8**

Why are you interested in being a member of this Advisory Committee?

I am a resident and a business owner of a business operated here in Addison. I love our park, we walk in it almost every day with our three dogs. I am a queer woman and a minority, and both of my parents come from city government. My dad worked with the Dallas Parks department for several decades and my mom with various cities around the DFW metroplex. I've also worked in transportation and start up environments in my professional career, but have since switched to entrepreneurial efforts.

---

**Q9**

What experiences do you have working with the Town of Addison?

None! But I'd love to change that!

---

**Q10**

Please share your interest in parks, park programs, spending time outdoors, using trails and public art.

As I've already mentioned, my fiance and I walk our three dogs in addison circle park nearly every day and attend most major events that take place there each year. My fiance works for a fine art company and I am a trained graphic designer so saying we love art is an understatement!

---

**Q11**

What role do you have in the community?

I am a resident and business owner in Addison

---

**Q12**

If you are affiliated with an organization or business, what benefits would you or your organization gain from this process?

I do operate a business from home in addison circle, but I don't think I'll gain much from a business perspective by being on this committee. Though, having a voice that is considered for a park remodel that I spend a lot of time in would be an amazing opportunity.

---

**Q13**

**Yes**

Do you have the ability to serve this process (meetings approximately 3 and a few additional meetings over a 7 month period?)

---

**Q14**

Is there anything else you would like to tell us about yourself that will help the Town Council in its selection of Committee Members?

I hope you find value in a queer business owners voice in addison! We love our town and want to pour back into it every chance we get! Thank you for considering me.

---

# #13

**COMPLETE**

**Collector:** Web Link 1 (Web Link)  
**Started:** Friday, March 08, 2024 11:46:23 PM  
**Last Modified:** Sunday, March 10, 2024 10:28:17 PM  
**Time Spent:** Over a day  
**IP Address:** 99.41.92.20

---

## Page 1: Application Information

### Q1

Name

Trish Stuart

### Q2

Contact Information

Address

[REDACTED]

City/Town

Addison

State/Province

TX

ZIP/Postal Code

75001

Email Address

[REDACTED]

Phone Number

[REDACTED]

### Q3

Which of the following best describes you?

I live in Addison Circle District.

### Q4

To which age group do you belong?

40-54 years of age

### Q5

How long have you lived or worked in the Town of Addison

16-19 years

### Q6

Please select which best describes you.

Housing

**Q7**

What other attributes describe you?

**Housing,  
Park & Trail User,  
Special Event Attendee,  
Public Art Enthusiast.**

---

**Q8**

Why are you interested in being a member of this Advisory Committee?

We have been invested in Addison Circle since 2005 as original homeowners and raising our child here. There is a lot of change coming, and I would like to share my firsthand lived experience to ensure the resident perspective as well as someone who lives, works, and raises a family here to ensure the planning is aware of aspects that may not be known. I also am a former educator so I have a professional perspective as to the edu-tainment that could be a part of the park experience.

---

**Q9**

What experiences do you have working with the Town of Addison?

I have volunteered time to help with different programs - most recently Addison 2050, Citizens' Academy, a community clean up, advocating for family programming over many years as well as facilitated programs such as a Lego club at the AAC. The Town of Addison did a background check on me a long time ago for that reason.

---

**Q10**

Please share your interest in parks, park programs, spending time outdoors, using trails and public art.

We have spent a great deal of time enjoyed parks from playgrounds to art installations. I greatly admire the Addison Arbor Foundation and their contributions to the community. I have participated in programs as well as have regular communication with those who attend programs I do not. I am in Addison Circle Park many times every day from sun up to sunset - previously walking my child or following him on his bike, exercising, and now walking the dog.

---

**Q11**

What role do you have in the community?

I have been an Addison advocate for many years, mostly for families and children. When my son was young I started Addison Parents and Kids (APAK) through Meetup to connect families with sharing events and support resources. As my son grew older and was not interested in park meetups, someone else took over and turned it into a Facebook group. For a brief period of time from 2017-2018 I advocated for local businesses through a social media account and with a media friend organized influencer events at Village on the Parkway. When she died, I stopped doing that in 2018. I also turned over my admin to the APAK group in 2018. Currently I advocate for my son's school by volunteering to attend Metrocrest Chamber events to represent Westwood as they do not have a staff member who is available to do so.

---

**Q12**

If you are affiliated with an organization or business, what benefits would you or your organization gain from this process?

I am a homeowner and longer term resident, so I want to ensure my neighborhood and community are represented.

---

**Q13**

Yes

Do you have the ability to serve this process (meetings approximately 3 and a few additional meetings over a 7 month period?)

---

**Q14**

Is there anything else you would like to tell us about yourself that will help the Town Council in its selection of Committee Members?

I know I rescinded previous applications before appointments as I was overcommitted time wise, but I am committed to serving on this commission as it will be an integral part of my community and my lived experience is unlike any others due to the amount of time I have lived here, relationship with others that live here (renters, owners, business, restaurant, and retail - staff and owners) and knowledge over the years of their concerns even if they no longer live or work here.

---

#14

COMPLETE

Collector: Web Link 1 (Web Link)  
Started: Sunday, March 10, 2024 7:00:38 PM  
Last Modified: Monday, March 11, 2024 7:08:53 AM  
Time Spent: 12:08:14  
IP Address: 162.232.244.58

---

Page 1: Application Information

Q1

Name

Llewyn Jobe

---

Q2

Contact Information

Address [REDACTED]  
Address 2 [REDACTED]  
City/Town Addison  
State/Province TX  
ZIP/Postal Code 75001  
Email Address [REDACTED]  
Phone Number [REDACTED]

Q3

Which of the following best describes you?

I live in Addison Circle District.

Q4

To which age group do you belong?

40-54 years of age

Q5

How long have you lived or worked in the Town of Addison

0-5 years

Q6

Please select which best describes you.

Retail and Commercial Business

**Q7**

What other attributes describe you?

**Real Estate Development,  
Retail and Commercial Business,  
Park & Trail User,  
Special Event Attendee**

---

**Q8**

Why are you interested in being a member of this Advisory Committee?

I live in the Addison Circle District and I work at the Addison Airport on Addison Rd across from the Addison Circle District and spend a lot of time outdoors on walks with my dogs and running the trails.

---

**Q9**

What experiences do you have working with the Town of Addison?

I was part of the airport research for the 2050 plan.

---

**Q10**

Please share your interest in parks, park programs, spending time outdoors, using trails and public art.

I run the trails and walk my dogs in the parks. I live and work in Addison. I am a Dallas native and spent 13 years in Los Angeles and 6 years on the board of directors for the Beverly Hills Chamber of Commerce.

---

**Q11**

What role do you have in the community?

Addison Circle District Resident and I work in private aviation at the Addison Airport.

---

**Q12**

If you are affiliated with an organization or business, what benefits would you or your organization gain from this process?

Employees of our company walk the parks on their lunch breaks.

---

**Q13**

**Yes**

Do you have the ability to serve this process (meetings approximately 3 and a few additional meetings over a 7 month period?)

---

**Q14**

Is there anything else you would like to tell us about yourself that will help the Town Council in its selection of Committee Members?

I enjoy contributing to the community in which I live and work and I think Addison has the blueprint to be something even more special than it already is.

---

# #15

**COMPLETE**

**Collector:** Web Link 1 (Web Link)  
**Started:** Monday, March 11, 2024 10:48:28 AM  
**Last Modified:** Monday, March 11, 2024 11:24:16 AM  
**Time Spent:** 00:35:47  
**IP Address:** 99.13.121.135

---

## Page 1: Application Information

### Q1

Name

Mike O'Neal

---

### Q2

Contact Information

Address	[REDACTED]
City/Town	ADDISON
State/Province	TX
ZIP/Postal Code	75001
Email Address	[REDACTED]
Phone Number	[REDACTED]

### Q3

Which of the following best describes you?

I live in Addison Circle District.

### Q4

To which age group do you belong?

55-69 years of age

### Q5

How long have you lived or worked in the Town of Addison

11-15 years

### Q6

Please select which best describes you.

Park & Trail User

**Q7**

**Special Event Attendee,**

What other attributes describe you?

**Public Art Enthusiast.**

---

**Q8**

Why are you interested in being a member of this Advisory Committee?

I live two blocks from the park and use it literally every day. I am very enthused over the prospect of having direct input on future directions of the park, and for Addison in general.

---

**Q9**

What experiences do you have working with the Town of Addison?

Addison Citizens Academy; Park Fee Advisory Committee; Festival Volunteer

---

**Q10**

Please share your interest in parks, park programs, spending time outdoors, using trails and public art.

My entire career has been based on working with botanical gardens, arboreta, and parks. Specific to Addison, I routinely use the Fix-it app to report issues in the park (and the Circle in general) and as a bike enthusiast I routinely spend time on Addison trails and roads.

---

**Q11**

What role do you have in the community?

Landscape committee of the District A town homes.

---

**Q12**

If you are affiliated with an organization or business, what benefits would you or your organization gain from this process?

No.

---

**Q13**

**Yes**

Do you have the ability to serve this process (meetings approximately 3 and a few additional meetings over a 7 month period?)

---

**Q14**

Is there anything else you would like to tell us about yourself that will help the Town Council in its selection of Committee Members?

I truly love this park. I believe that with my professional experience, background, and first-hand understanding of current park uses and overall park history, serving on this committee would be right in my wheel house!

---

# #16

**COMPLETE**

**Collector:** Web Link 1 (Web Link)  
**Started:** Monday, March 11, 2024 12:29:33 PM  
**Last Modified:** Monday, March 11, 2024 2:05:08 PM  
**Time Spent:** 01:35:35  
**IP Address:** 72.131.197.126

---

## Page 1: Application Information

### Q1

Name

Stacey McInnis

---

### Q2

Contact Information

Address	[REDACTED]
Address 2	[REDACTED]
City/Town	Addison
State/Province	TX
ZIP/Postal Code	75001
Email Address	[REDACTED]
Phone Number	[REDACTED]

### Q3

Which of the following best describes you?

I represent a business in the Addison Circle District

### Q4

To which age group do you belong?

40-54 years of age

### Q5

How long have you lived or worked in the Town of Addison

More than 20 years

### Q6

Please select which best describes you.

Retail and Commercial Business

**Q7**

What other attributes describe you?

**Real Estate Development,  
Park & Trail User,  
Special Event Attendee,  
Public Art Enthusiast.**

---

**Q8**

Why are you interested in being a member of this Advisory Committee?

I have enjoyed working in Addison Circle for the last 27 years and watching the Addison Circle community grow. I started working at Post Properties (formerly Columbus Realty Trust) which is now Mid America Apartments (MAA) in 1997 when Addison Circle was being developed and built. I am familiar with the history and development of the community. I watched the OBJ Landscaping Architecture presentation and am excited about the vision and potential changes for Addison Circle Park.

---

**Q9**

What experiences do you have working with the Town of Addison?

I have been on various committees over the years including serving a Planning and Zoning Commissioner for the Town of Addison.

---

**Q10**

Please share your interest in parks, park programs, spending time outdoors, using trails and public art.

I was a resident in Addison for approximately 15 years and frequently used the parks and walking trails. I have enjoyed attending the events in Addison Circle Park over the years.

---

**Q11**

What role do you have in the community?

I work for MAA as Vice President, Commercial overseeing the daily operations and leasing for the businesses at MAA Addison Circle. I am a liaison between the MAA retail businesses and our residents living in the Addison Circle community.

---

**Q12**

If you are affiliated with an organization or business, what benefits would you or your organization gain from this process?

MAA is a crucial part of the Addison Circle community and is next to Addison Circle Park. Creating a more vibrant park will attract more visitors which may include new retail customers and potential residents to our community.

---

**Q13**

**Yes**

Do you have the ability to serve this process (meetings approximately 3 and a few additional meetings over a 7 month period?)

---

**Q14**

Is there anything else you would like to tell us about yourself that will help the Town Council in its selection of Committee Members?

I would consider it a great privilege to serve the Town of Addison again. I am familiar with the development of the Addison Circle community and would be able to get feedback about the project from the MAA retailers and residents if needed.

---

# #17

**COMPLETE**

**Collector:** Web Link 1 (Web Link)  
**Started:** Tuesday, March 12, 2024 6:59:18 PM  
**Last Modified:** Tuesday, March 12, 2024 7:33:13 PM  
**Time Spent:** 00:33:55  
**IP Address:** 69.148.6.127

---

## Page 1: Application Information

### Q1

Name

Elizabeth Entingh

---

### Q2

Contact Information

Address	[REDACTED]
Address 2	4105
City/Town	Addison
State/Province	Tx
ZIP/Postal Code	75001
Email Address	[REDACTED]
Phone Number	[REDACTED]

### Q3

Which of the following best describes you?

I live in Addison Circle District.

### Q4

To which age group do you belong?

40-54 years of age

### Q5

How long have you lived or worked in the Town of Addison

0-5 years

### Q6

Please select which best describes you.

Special Event Attendee

**Q7**

**Public Art Enthusiast.**

What other attributes describe you?

---

**Q8**

Why are you interested in being a member of this Advisory Committee?

Why not want to be a part of something that makes a great place even better! I have met some of my best friends right here in the circle.

---

**Q9**

What experiences do you have working with the Town of Addison?

I don't have a lot of experience working with the town of Addison but I love living here.

---

**Q10**

Please share your interest in parks, park programs, spending time outdoors, using trails and public art.

I walk a lot in Addison. I have a dog like everyone here. I attend all of the special events and I sometimes go to the shows at the tower.

---

**Q11**

What role do you have in the community?

I live and work here. I basically spend my life in Addison.

---

**Q12**

If you are affiliated with an organization or business, what benefits would you or your organization gain from this process?

Not affiliated with any organizations but I would like to start attending the city meetings.

---

**Q13**

**Yes**

Do you have the ability to serve this process (meetings approximately 3 and a few additional meetings over a 7 month period?)

---

**Q14**

Is there anything else you would like to tell us about yourself that will help the Town Council in its selection of Committee Members?

I was recently laid off from my job. I actually have the time to invest into something positive.

---

#18

COMPLETE

Collector: Web Link 1 (Web Link)  
Started: Wednesday, March 13, 2024 10:07:01 PM  
Last Modified: Wednesday, March 13, 2024 10:28:41 PM  
Time Spent: 00:21:40  
IP Address: 162.200.2.226

---

Page 1: Application Information

Q1

Name

Walter Briggs

---

Q2

Contact Information

Address

[REDACTED]

City/Town

Addison

State/Province

TX

ZIP/Postal Code

75001

Email Address

[REDACTED]

Phone Number

[REDACTED]

Q3

Which of the following best describes you?

I live in Addison Circle District.

Q4

To which age group do you belong?

25-39 years of age

Q5

How long have you lived or worked in the Town of Addison

0-5 years

Q6

Please select which best describes you.

Architecture / Engineering / Planning

**Q7**

What other attributes describe you?

Real Estate Development,  
Housing,  
DART, Connectivity and Mobility,  
Park & Trail User,  
Special Event Attendee,  
Public Art Enthusiast.

---

**Q8**

Why are you interested in being a member of this Advisory Committee?

I am a local resident concerned with the integrity, longevity, and sustainability of our built environment. I am interested and concerned in the assurance that community funded projects proceed with a set of project requirements that best reflect the interests of the community at large.

---

**Q9**

What experiences do you have working with the Town of Addison?

I have not previously worked directly with the Town of Addison on any government-funded projects.

---

**Q10**

Please share your interest in parks, park programs, spending time outdoors, using trails and public art.

I and my wife are enthusiastic yearly attendees of events like Addison Oktoberfest, Pints and Pups, Taste of Addison, and Kaboomtown.

---

**Q11**

What role do you have in the community?

I and my wife are resident owners in the District A townhomes.

---

**Q12**

If you are affiliated with an organization or business, what benefits would you or your organization gain from this process?

I have no direct affiliation with any organization that would benefit or deficit from this project.

---

**Q13**

Yes

Do you have the ability to serve this process (meetings approximately 3 and a few additional meetings over a 7 month period?)

---

**Q14**

Is there anything else you would like to tell us about yourself that will help the Town Council in its selection of Committee Members?

I am a licensed architect in the state of Idaho, and work full-time as a project manager at a multiregional firm familiar with mid-scale projects commensurate with this proposal. I feel that I can give informed input as someone sharing both industry qualification and the benefit of a full-time resident of the neighborhood. In short, I "speak the language".

---

# #19

**COMPLETE**

**Collector:** Web Link 1 (Web Link)  
**Started:** Thursday, March 14, 2024 2:57:01 PM  
**Last Modified:** Thursday, March 14, 2024 3:02:06 PM  
**Time Spent:** 00:05:05  
**IP Address:** 172.58.183.251

---

## Page 1: Application Information

### Q1

Name

Patti Hunt

---

### Q2

Contact Information

Address	[REDACTED]
Address 2	[REDACTED]
City/Town	Addison
State/Province	Tx
ZIP/Postal Code	75001
Email Address	[REDACTED]
Phone Number	[REDACTED]

### Q3

Which of the following best describes you?

I live in Addison Circle District.

### Q4

To which age group do you belong?

55-69 years of age

### Q5

How long have you lived or worked in the Town of Addison

6-10 years

### Q6

Please select which best describes you.

Special Event Attendee

**Q7**

**Public Art Enthusiast.**

What other attributes describe you?

---

**Q8**

Why are you interested in being a member of this Advisory Committee?

I live in the Addison Circle area and care about it!

---

**Q9**

What experiences do you have working with the Town of Addison?

I've never worked with the Town on anything as of yet

---

**Q10**

Please share your interest in parks, park programs, spending time outdoors, using trails and public art.

Love the Addison Circle events and all of Addisons lovely parks and common areas

---

**Q11**

What role do you have in the community?

Addison Circle Resident

---

**Q12**

If you are affiliated with an organization or business, what benefits would you or your organization gain from this process?

Not affiliated with any Addison businesses

---

**Q13**

**Yes**

Do you have the ability to serve this process (meetings approximately 3 and a few additional meetings over a 7 month period?)

---

**Q14**

Is there anything else you would like to tell us about yourself that will help the Town Council in its selection of Committee Members?

I would love to be part of the project!

---

#20

COMPLETE

Collector: Web Link 1 (Web Link)  
Started: Thursday, March 14, 2024 3:21:24 PM  
Last Modified: Thursday, March 14, 2024 3:32:09 PM  
Time Spent: 00:10:44  
IP Address: 75.45.195.26

---

Page 1: Application Information

Q1

Name

Jackson Korinek

---

Q2

Contact Information

Address	[REDACTED]
Address 2	[REDACTED]
City/Town	Addison
State/Province	TX
ZIP/Postal Code	75001
Email Address	[REDACTED]
Phone Number	[REDACTED]

Q3

Which of the following best describes you?

I live in Addison Circle District.

Q4

To which age group do you belong?

25-39 years of age

Q5

How long have you lived or worked in the Town of Addison

0-5 years

Q6

Please select which best describes you.

Park & Trail User

**Q7**

What other attributes describe you?

Housing,  
Park & Trail User,  
Special Event Attendee

---

**Q8**

Why are you interested in being a member of this Advisory Committee?

I have lived in the Addison Circle District for close to five years now. I love it here and it's hard to see myself living anywhere else. I feel like I will have valuable insights and opinions from being on the advisory committee.

---

**Q9**

What experiences do you have working with the Town of Addison?

I don't have many. I mean, I frequently attend nearly all festivals within the park and am a big supporter of local businesses and restaurants.

---

**Q10**

Please share your interest in parks, park programs, spending time outdoors, using trails and public art.

I love to walk around the Addison Circle area. It's my home. I love sharing the experience with my friends and family from out of town. They are always blown away I live in such a cool place. I spend a lot of time outside throwing the frisbee, playing spikeball, and inline skating. I love learning about the recent public art sculptures that were added in the last few years. My favorite public art display is the The Three Tenors

---

**Q11**

What role do you have in the community?

To be honest, I am just a local resident who cares about his community

---

**Q12**

If you are affiliated with an organization or business, what benefits would you or your organization gain from this process?

I am not affiliated with any organization or business

---

**Q13**

Yes

Do you have the ability to serve this process (meetings approximately 3 and a few additional meetings over a 7 month period?)

---

**Q14**

Is there anything else you would like to tell us about yourself that will help the Town Council in its selection of Committee Members?

I've been looking to get more involved with my local government and neighborhood. I think this would be a rewarding experience for me and the town.

---

# #21

**COMPLETE**

**Collector:** Web Link 1 (Web Link)  
**Started:** Thursday, March 14, 2024 4:04:05 PM  
**Last Modified:** Thursday, March 14, 2024 4:14:46 PM  
**Time Spent:** 00:10:40  
**IP Address:** 99.106.36.248

---

## Page 1: Application Information

### Q1

Name

Kristie Scarbrough

---

### Q2

Contact Information

Address	[REDACTED]
City/Town	Addison
State/Province	Texas
ZIP/Postal Code	75001
Email Address	[REDACTED]
Phone Number	[REDACTED]

### Q3

Which of the following best describes you?

I live in Addison, but not in Addison Circle District

### Q4

To which age group do you belong?

55-69 years of age

### Q5

How long have you lived or worked in the Town of Addison

More than 20 years

### Q6

Please select which best describes you.

Real Estate Development

**Q7**

**Public Art Enthusiast.**

What other attributes describe you?

---

**Q8**

Why are you interested in being a member of this Advisory Committee?

As a resident for 30 plus years and growing up in the area, I am very familiar with the history of Addison.

---

**Q9**

What experiences do you have working with the Town of Addison?

Permits and ordinance

---

**Q10**

Please share your interest in parks, park programs, spending time outdoors, using trails and public art.

Public art should represent the history of Addison. The trails should be safe and wildlife protected.

---

**Q11**

What role do you have in the community?

Support the Addison police and I am concerned about the infrastructure.

---

**Q12**

If you are affiliated with an organization or business, what benefits would you or your organization gain from this process?

My husband's company is located close to Addison circle and he builds hotels.

---

**Q13**

**Yes**

Do you have the ability to serve this process (meetings approximately 3 and a few additional meetings over a 7 month period?)

---

**Q14**

Is there anything else you would like to tell us about yourself that will help the Town Council in its selection of Committee Members?

I am currently employed by a major airline and serve on a Executive Board.

---

#22

**COMPLETE**

**Collector:** Web Link 1 (Web Link)  
**Started:** Thursday, March 14, 2024 4:03:03 PM  
**Last Modified:** Thursday, March 14, 2024 4:26:44 PM  
**Time Spent:** 00:23:40  
**IP Address:** 24.162.5.67

---

Page 1: Application Information

**Q1**

Name

Barbara Papas

---

**Q2**

Contact Information

Address	██████████
City/Town	Addison
State/Province	TX
ZIP/Postal Code	75001
Email Address	████████████████████
Phone Number	██████████

**Q3**

Which of the following best describes you?

I live in Addison, but not in Addison Circle District

**Q4**

To which age group do you belong?

55-69 years of age

**Q5**

How long have you lived or worked in the Town of Addison

More than 20 years

**Q6**

Please select which best describes you.

Public Art Enthusiast.

**Q7**

**Park & Trail User**

What other attributes describe you?

---

**Q8**

Why are you interested in being a member of this Advisory Committee?

The Addison Circle park area is such an important destination for future Town development especially with the location close to TOD. The potential is great to create an area that will draw even more visitors with public art, sophisticated landscaping and other attractions. The Conference Center and surrounding area can be revitalized to bring in conferences and support events or private events such as weddings, etc.

---

**Q9**

What experiences do you have working with the Town of Addison?

I'm currently Vice President of the Addison Arbor Foundation. I previously served on a Dog Park committee and the DART design committee; currently serving on the South Quorum committee.

---

**Q10**

Please share your interest in parks, park programs, spending time outdoors, using trails and public art.

Aside from public art, I spend a lot of time in Addison Parks and frequently attend Town events.

---

**Q11**

What role do you have in the community?

I'm semi-retired resident of many years that has been a member of the Addison Arbor Foundation since 2014.

---

**Q12**

If you are affiliated with an organization or business, what benefits would you or your organization gain from this process?

Insights from participating on this Committee would be beneficial in identifying public art or other parks improvements that can be supported by the Addison Arbor Foundation.

---

**Q13**

**Yes**

Do you have the ability to serve this process (meetings approximately 3 and a few additional meetings over a 7 month period?)

---

**Q14**

Is there anything else you would like to tell us about yourself that will help the Town Council in its selection of Committee Members?

I'm excited to see the Town pursuing this development and hope to be a part of the Committee.

---

# #23

**COMPLETE**

**Collector:** Web Link 1 (Web Link)  
**Started:** Friday, March 15, 2024 1:49:19 PM  
**Last Modified:** Friday, March 15, 2024 2:02:06 PM  
**Time Spent:** 00:12:47  
**IP Address:** 12.54.128.133

---

## Page 1: Application Information

### Q1

Name

Phyllis Silver

---

### Q2

Contact Information

Address	[REDACTED]
Address 2	#4912
City/Town	Addison
State/Province	Texas
ZIP/Postal Code	75001
Email Address	[REDACTED]
Phone Number	[REDACTED]

### Q3

Which of the following best describes you?

I live in Addison Circle District.

### Q4

To which age group do you belong?

70+ years if age

### Q5

How long have you lived or worked in the Town of Addison

More than 20 years

### Q6

Please select which best describes you.

DART, Connectivity and Mobility

**Q7**

What other attributes describe you?

**Park & Trail User,  
Special Event Attendee,  
Public Art Enthusiast.**

---

**Q8**

Why are you interested in being a member of this Advisory Committee?

I live close to Addison Circle Park and enjoy walking along its trails and sitting in the park to view the beauty of nature. My association with the North Central Texas Council of Government's Transportation Division has given me a greater appreciation of the importance of trails and parks. I look forward to participating in recommending enhancements to Addison Circle Park in my neighborhood.

---

**Q9**

What experiences do you have working with the Town of Addison?

I am an Addison Citizen Academy graduate. I have been a special events volunteer since before the Addison Advocates Program was created. I served on Addison's Special Area Study working with the consulting team and Addison committee to recommend land development around DART's Silver Line. In the early 2000's, I was an active member of Addison Police Department's Citizens on Patrol.

---

**Q10**

Please share your interest in parks, park programs, spending time outdoors, using trails and public art.

I value my time spent outdoors. I walk quite a bit, often using the trails. I enjoy outdoor concerts and festivals in the park. I take great pride in the public art that the Addison Arbor Foundation has installed within our community.

---

**Q11**

What role do you have in the community?

I represent Addison in DART's Citizens Advisory Committee (CAC). I participate in Silver Line meetings where I advocate for Addison. As mentioned in item #9, I volunteer for special events through the Advocates Program. I am a volunteer usher at the WaterTower Theatre. I participate frequently in meetings sponsored by the Town.

---

**Q12**

If you are affiliated with an organization or business, what benefits would you or your organization gain from this process?

Addison Circle Park is adjacent to DART's Addison Transit Center and the future Addison Silver Line Station. My participation on the Addison Circle Park Advisory Committee would enhance my role on DART's CAC. Also, my participation on DART's CAC would be beneficial to my role on the park committee.

---

**Q13**

**Yes**

Do you have the ability to serve this process (meetings approximately 3 and a few additional meetings over a 7 month period?)

---

**Q14**

Is there anything else you would like to tell us about yourself that will help the Town Council in its selection of Committee Members?

I have observed and studied the positive transformation of Bryant Park in New York City into a world-class park. I watched while Klyde Warren Park in Dallas was built over the expressway and have enjoyed reaping the benefits of this innovative project. I would like to help shape the future of Addison Circle Park in my neighborhood by applying the appropriate features of Bryant Park and Klyde Warren Park to Addison Circle Park. I look forward to learning about additional innovative park enhancements.

---

# #24

**COMPLETE**

**Collector:** Web Link 1 (Web Link)  
**Started:** Friday, March 15, 2024 4:16:41 PM  
**Last Modified:** Friday, March 15, 2024 4:31:20 PM  
**Time Spent:** 00:14:38  
**IP Address:** 99.49.245.102

---

## Page 1: Application Information

### Q1

Name

Lauren Smart

---

### Q2

Contact Information

Address

[REDACTED]

City/Town

Addison

State/Province

TX

ZIP/Postal Code

75001

Email Address

[REDACTED]

Phone Number

[REDACTED]

### Q3

Which of the following best describes you?

I live in Addison Circle District.

### Q4

To which age group do you belong?

40-54 years of age

### Q5

How long have you lived or worked in the Town of Addison

6-10 years

### Q6

Please select which best describes you.

Park & Trail User

**Q7**

**Special Event Attendee**

What other attributes describe you?

---

**Q8**

Why are you interested in being a member of this Advisory Committee?

I'm interested in helping Addison plan for the future for those that are here today and most likely will make up the citizens of tomorrow. Making sure that Addison is planning for all types of people that make up Addison, not just the retirees who are typically able to attend committees.

---

**Q9**

What experiences do you have working with the Town of Addison?

2023 Addison's Citizens Academy and Park Land Fee Study Advisory Committee

---

**Q10**

Please share your interest in parks, park programs, spending time outdoors, using trails and public art.

I use the parks daily for exercise, commuting to work and out for personal outings (restaurants & events), dog walking, and over all enjoyment of the parks & public art with neighbors for picnics and events.

---

**Q11**

What role do you have in the community?

I'm not just a resident but I also work in Addison. I am the embodiment of the community's motto of live here work here.

---

**Q12**

If you are affiliated with an organization or business, what benefits would you or your organization gain from this process?

The organization that I work for has always enjoyed the parks and easy commuting for those of us that live local, but this is the first year I have gotten them to become engaged more with the events in the area thanks to new management. We are looking forward to being a part of the eclipse event as a company and embracing Addison more into our company culture.

---

**Q13**

**Yes**

Do you have the ability to serve this process (meetings approximately 3 and a few additional meetings over a 7 month period?)

---

**Q14**

Is there anything else you would like to tell us about yourself that will help the Town Council in its selection of Committee Members?

Addison has been my home for almost 10 years and one of the best towns I have ever lived in! I love to work with the town to help it grow and be inclusive to everyone.

---

#25

**COMPLETE**

**Collector:** Web Link 1 (Web Link)  
**Started:** Friday, March 15, 2024 4:40:47 PM  
**Last Modified:** Friday, March 15, 2024 4:51:37 PM  
**Time Spent:** 00:10:49  
**IP Address:** 172.59.197.150

---

Page 1: Application Information

**Q1**

Name

Melissa Bowers

---

**Q2**

Contact Information

Address

[REDACTED]

City/Town

Addison

State/Province

TX

ZIP/Postal Code

75001

Email Address

[REDACTED]

Phone Number

[REDACTED]

**Q3**

Which of the following best describes you?

I live in Addison, but not in Addison Circle District

**Q4**

To which age group do you belong?

40-54 years of age

**Q5**

How long have you lived or worked in the Town of Addison

11-15 years

**Q6**

Please select which best describes you.

DART, Connectivity and Mobility

**Q7**

**Special Event Attendee**

What other attributes describe you?

---

**Q8**

Why are you interested in being a member of this Advisory Committee?

Having lived in Addison over the years, and in Addison Circle in the past, as well as a DART advocate and rider, I'd like to be involved in City ideas.

---

**Q9**

What experiences do you have working with the Town of Addison?

I volunteered with the City in the past and when I lived back into Addison I have signed back up.

---

**Q10**

Please share your interest in parks, park programs, spending time outdoors, using trails and public art.

I would love to continue to have more trees and green space in the city, as we have some great opportunities for more public art rather than more apartments.

---

**Q11**

What role do you have in the community?

While an apartment dweller, I am an advocate for making sure our town activities are shared with others that don't live here, to help bring in business and money to keep Addison thriving.

---

**Q12**

If you are affiliated with an organization or business, what benefits would you or your organization gain from this process?

N/A

---

**Q13**

**Yes**

Do you have the ability to serve this process (meetings approximately 3 and a few additional meetings over a 7 month period?)

---

**Q14**

Is there anything else you would like to tell us about yourself that will help the Town Council in its selection of Committee Members?

Please consider renters as a potential member because some of us still think of our rentals as our homes and not just a temporary means. I first moved to Addison over 20 years ago and have watched it grow and change and would like to be a part of its continued growth.

---

#26

**COMPLETE**

**Collector:** Web Link 1 (Web Link)  
**Started:** Sunday, March 17, 2024 3:31:52 PM  
**Last Modified:** Monday, March 18, 2024 12:11:50 PM  
**Time Spent:** 20:39:57  
**IP Address:** 70.122.208.201

---

Page 1: Application Information

**Q1**

Name

Kai Van Kirk

---

**Q2**

Contact Information

Address	████████████████████
City/Town	Alle
State/Province	TX
ZIP/Postal Code	75013
Email Address	██
Phone Number	██████████

**Q3**

Which of the following best describes you?

Neither of the above

**Q4**

To which age group do you belong?

25-39 years of age

**Q5**

How long have you lived or worked in the Town of Addison

6-10 years

**Q6**

Please select which best describes you.

Retail and Commercial Business

**Q7**

**Retail and Commercial Business**

What other attributes describe you?

---

**Q8**

Why are you interested in being a member of this Advisory Committee?

I used to live in the circle for 7 years

---

**Q9**

What experiences do you have working with the Town of Addison?

I'm in media and event planning I've worked with the taste of Addison event filming for the official Emcee

I'm currently the Creative Director for the STATLER hotel downtown

I halo to organize large scale art, fashion and EDM show and I have an extensive network at my disposal. Artists, DJs, fashion groups. As well as the comedy community.

---

**Q10**

Please share your interest in parks, park programs, spending time outdoors, using trails and public art.

Large scale music events

---

**Q11**

What role do you have in the community?

Media leader in the DFW area. Charity fashion show organizer.

---

**Q12**

If you are affiliated with an organization or business, what benefits would you or your organization gain from this process?

The sky is the limit! Lol

---

**Q13**

**Yes**

Do you have the ability to serve this process (meetings approximately 3 and a few additional meetings over a 7 month period?)

---

**Q14**

Is there anything else you would like to tell us about yourself that will help the Town Council in its selection of Committee Members?

Yes, I am currently working with the city of Dallas to put a "American Idol" Style talent show that I'm going to be shooting for YouTube as a way to draw traffic from other cities. The event is going to be a biweekly event that we will host at the Statler hotel. My company will be organizing, filming, and editing the final product for YouTube. I've brought in a very impressive group with a very large network themselves to help push the event out into the ether.

That being said, I believe, I have the knowhow and the network to provide a lot of value

Thank you for your time and consideration, hope to hear from you soon

-Kai

TheVM3group

---

#27

**COMPLETE**

**Collector:** Web Link 1 (Web Link)  
**Started:** Monday, March 18, 2024 7:54:42 PM  
**Last Modified:** Monday, March 18, 2024 8:13:52 PM  
**Time Spent:** 00:19:09  
**IP Address:** 99.38.3.198

---

Page 1: Application Information

**Q1**

Name

Anita Braun

---

**Q2**

Contact Information

Address	[REDACTED]
City/Town	Addison
State/Province	TX
ZIP/Postal Code	75001
Email Address	[REDACTED]
Phone Number	[REDACTED]

**Q3**

Which of the following best describes you?

I live in Addison, but not in Addison Circle District

**Q4**

To which age group do you belong?

55-69 years of age

**Q5**

How long have you lived or worked in the Town of Addison

More than 20 years

**Q6**

Please select which best describes you.

Special Event Attendee

**Q7**

**Public Art Enthusiast.**

What other attributes describe you?

---

**Q8**

Why are you interested in being a member of this Advisory Committee?

As a long-time resident, I have a vested interest in the continued vitality of Addison and the revitalization of the Circle. I welcome the opportunity to discuss ideas and work with the Town staff and developers to help come up with creative plans that benefit all the residents of Addison, as well as continue to attract visitors to our Circle district for years to come.

---

**Q9**

What experiences do you have working with the Town of Addison?

My husband, Tom has served on Town Council for multiple terms, as well as serving as a Planning and Zoning Commissioner for several appointments. As a spouse of a committed "servant for the people of Addison", I have had many, many opportunities to get to know staff members and many council members for many years. My husband and I attend almost every special event that the Town hosts, so we have many years of contact with lots of staff members and others that serve the Town and its residents. I also served on the board of directors for WaterTower Theatre for many years. Because the Town is one of the major supporters of the theatre, I had the opportunity to work with the staff who were responsible for running the theatre facilities and helping coordinate schedules and activities.

---

**Q10**

Please share your interest in parks, park programs, spending time outdoors, using trails and public art.

We own two large dogs, so the trails and parks are critical to our lifestyle. We are proud of our trails and parks, and utilize them as often as possible.

---

**Q11**

What role do you have in the community?

I am a long-time resident, as well as a business owner who offices "right across the street" from Addison. We support our restaurants for most of our meals, too! :)

---

**Q12**

If you are affiliated with an organization or business, what benefits would you or your organization gain from this process?

Not applicable for business or organization, but I feel our parks and event spaces are critical to attracting the right businesses to come to Addison.

---

**Q13**

Yes

Do you have the ability to serve this process (meetings approximately 3 and a few additional meetings over a 7 month period?)

---

**Q14**

Is there anything else you would like to tell us about yourself that will help the Town Council in its selection of Committee Members?

I think I can communicate well, and am willing to participate with other people who are interested in the best ideas for the betterment of Addison. I would be honored to be considered for the committee. thank you

---

#28

**COMPLETE**

**Collector:** Web Link 1 (Web Link)  
**Started:** Monday, March 18, 2024 10:10:33 PM  
**Last Modified:** Monday, March 18, 2024 10:19:39 PM  
**Time Spent:** 00:09:05  
**IP Address:** 172.58.182.170

---

Page 1: Application Information

**Q1**

Name

Joseph Pedroza

---

**Q2**

Contact Information

Address [REDACTED]  
City/Town Addison  
State/Province TX  
ZIP/Postal Code 75001  
Email Address [REDACTED]  
Phone Number [REDACTED]

**Q3**

Which of the following best describes you?

I live in Addison Circle District.

**Q4**

To which age group do you belong?

55-69 years of age

**Q5**

How long have you lived or worked in the Town of Addison

6-10 years

**Q6**

Please select which best describes you.

Special Event Attendee

**Q7**

**Public Art Enthusiast.**

What other attributes describe you?

---

**Q8**

Why are you interested in being a member of this Advisory Committee?

I have a home near the Circle and frequent Addison Circle part. I'd like to see the Town improve the park to make it a destination. The design is dated and is only used for a handful of events.

---

**Q9**

What experiences do you have working with the Town of Addison?

I've participated and completed the Citizens Academy in 2023 and attend various council meetings.

---

**Q10**

Please share your interest in parks, park programs, spending time outdoors, using trails and public art.

We frequent the restaurants around the circle and then walk and sometime grab coffee at Java and Hopps. It would be nice to have a fun park to walk.

---

**Q11**

What role do you have in the community?

I am an HOA President for my townhome community and have worked with Town resources for Q&A affecting our community.

---

**Q12**

If you are affiliated with an organization or business, what benefits would you or your organization gain from this process?

n/a

---

**Q13**

**Yes**

Do you have the ability to serve this process (meetings approximately 3 and a few additional meetings over a 7 month period?)

---

**Q14**

Is there anything else you would like to tell us about yourself that will help the Town Council in its selection of Committee Members?

I'd like to contribute more time to the town, but unfortunately my time is limited and I couldn't commit to more that what will be asked for this advisory committee.

---

#29

**COMPLETE**

**Collector:** Web Link 1 (Web Link)  
**Started:** Monday, March 18, 2024 11:29:37 AM  
**Last Modified:** Tuesday, March 19, 2024 11:38:36 AM  
**Time Spent:** Over a day  
**IP Address:** 23.113.183.108

---

Page 1: Application Information

**Q1**

Name

Bertina Green

---

**Q2**

Contact Information

Address	[REDACTED]
City/Town	Dallas
State/Province	TX
ZIP/Postal Code	75254
Email Address	[REDACTED]
Phone Number	[REDACTED]

**Q3**

Which of the following best describes you?

I live in Addison, but not in Addison Circle District

**Q4**

To which age group do you belong?

55-69 years of age

**Q5**

How long have you lived or worked in the Town of Addison

0-5 years

**Q6**

Please select which best describes you.

Retail and Commercial Business

**Q7**

**Special Event Attendee**

What other attributes describe you?

---

**Q8**

Why are you interested in being a member of this Advisory Committee?

I live in Addison and Represent the town of Addison through the Metrocrest Chamber of Commerce.

---

**Q9**

What experiences do you have working with the Town of Addison?

working with city representatives at our Metrocrest events

---

**Q10**

Please share your interest in parks, park programs, spending time outdoors, using trails and public art.

I am a nature walker. I love the outdoors and park events

---

**Q11**

What role do you have in the community?

I am a community advocate.

---

**Q12**

If you are affiliated with an organization or business, what benefits would you or your organization gain from this process?

Being involved in the community planning.

---

**Q13**

**Yes**

Do you have the ability to serve this process (meetings approximately 3 and a few additional meetings over a 7 month period?)

---

**Q14**

Is there anything else you would like to tell us about yourself that will help the Town Council in its selection of Committee Members?

I live in Addison and work with Metrocrest Chamber of Commerce as the Membership Relations Director.

---

#30

**COMPLETE**

**Collector:** Web Link 1 (Web Link)  
**Started:** Tuesday, March 19, 2024 2:19:08 PM  
**Last Modified:** Tuesday, March 19, 2024 2:29:38 PM  
**Time Spent:** 00:10:30  
**IP Address:** 38.106.141.254

---

Page 1: Application Information

**Q1**

Name

Joe Bruce

---

**Q2**

Contact Information

Address	[REDACTED]
Address 2	[REDACTED]
City/Town	Addison
State/Province	TX
ZIP/Postal Code	75001
Email Address	[REDACTED]
Phone Number	[REDACTED]

**Q3**

Which of the following best describes you?

I represent a business in the Addison Circle District

**Q4**

To which age group do you belong?

40-54 years of age

**Q5**

How long have you lived or worked in the Town of Addison

0-5 years

**Q6**

Please select which best describes you.

Real Estate Development

**Q7** **Architecture / Engineering / Planning,**  
What other attributes describe you? **DART, Connectivity and Mobility,**  
**Special Event Attendee,**  
**Public Art Enthusiast.**

---

**Q8**  
Why are you interested in being a member of this Advisory Committee?  
As a currently licensed, formerly practicing architect and current developer I can bring additional insight and experience to the future vision of Addison Circle Park.

---

**Q9**  
What experiences do you have working with the Town of Addison?  
As a young architect I worked RTKL and assisted with the design of several phases of the original Addison Circle. Also, while at LRK I was on consultant team for UDR's master planning of Vitruvian Park.

---

**Q10**  
Please share your interest in parks, park programs, spending time outdoors, using trails and public art.  
As a resident in Frisco, I use many of their parks with my family. I also share the goal to improve every city's walkability and connectivity. I have always appreciated Addison's, Arts Program as a guideline for smart development.

---

**Q11**  
What role do you have in the community?  
I am a developer in Addison. I am currently the SVP for AMLI that not only offices in Addison but also develops here with the AMLI Treehouse currently under construction and Addison Circle Station in design.

---

**Q12**  
If you are affiliated with an organization or business, what benefits would you or your organization gain from this process?  
Licensed Architect.

---

**Q13** **Yes**  
Do you have the ability to serve this process (meetings approximately 3 and a few additional meetings over a 7 month period?)

---

**Q14**

Is there anything else you would like to tell us about yourself that will help the Town Council in its selection of Committee Members?

For me this is a unique opportunity to have worked on the early stages of Addison Circle, develop the Addison Circle Station and be part of the future vision of Addison Circle Park. For some reason my career keeps coming back to Addison.

---

# #31

**COMPLETE**

**Collector:** Web Link 1 (Web Link)  
**Started:** Tuesday, March 19, 2024 9:15:39 PM  
**Last Modified:** Tuesday, March 19, 2024 10:13:05 PM  
**Time Spent:** 00:57:26  
**IP Address:** 24.27.76.220

---

## Page 1: Application Information

### Q1

Name

Brian Roderman

---

### Q2

Contact Information

Address

[REDACTED]

City/Town

Addison

State/Province

TX

ZIP/Postal Code

75001

Email Address

[REDACTED]

Phone Number

[REDACTED]

### Q3

Which of the following best describes you?

I represent a business in the Addison Circle District

### Q4

To which age group do you belong?

55-69 years of age

### Q5

How long have you lived or worked in the Town of Addison

16-19 years

### Q6

Please select which best describes you.

Architecture / Engineering / Planning

**Q7**

What other attributes describe you?

**Architecture / Engineering / Planning,  
Park & Trail User,  
Special Event Attendee,  
Public Art Enthusiast.**

---

**Q8**

Why are you interested in being a member of this Advisory Committee?

I am deeply passionate about Addison and its community. Having owned a business (IN2 Innovation) in the city for over 17 years, I have a profound understanding of the area and its residents. My experience in design consultancy and active participation in Addison Circle events, including the cherished tradition of celebrating my daughter's birthday at Kaboom Town, as she is born on July 4th, has given me unique insights into the community's needs and aspirations. Serving on the Advisory Committee would allow me to contribute my expertise and help shape the future of Addison Circle City Park, a place I hold dear.

---

**Q9**

What experiences do you have working with the Town of Addison?

o While I have not had direct professional experience working with the Town of Addison, my 17 years of owning a business in the city has given me a deep understanding of its dynamics and needs. I have actively participated in community events, including the annual Kaboom Town celebration, Taste of Addison, and Oktoberfest, and have witnessed the growth and development of Addison Circle over the years. My familiarity with the town and its residents, reinforced by personal experiences, as well as taking my whole team to the events in Addison, would be valuable in serving on the Advisory Committee.

---

**Q10**

Please share your interest in parks, park programs, spending time outdoors, using trails and public art.

o I have a profound appreciation for parks and outdoor spaces as essential elements of a vibrant community. Parks provide a place for people to connect with nature, relax, and engage in recreational activities. My occasional lunchtime walks around Addison Circle remind me of the importance and need of well-designed parks and public spaces. As someone who enjoys spending time outdoors and using trails, I understand the value of these amenities in enhancing the quality of life for residents.

---

**Q11**

What role do you have in the community?

o As a long-time business resident and business owner in Addison, I consider myself an active and engaged member of the community. Over the last 17 years, my business, IN2 Innovation, has hosted numerous design events in Addison including the Addison Conference Centre. These events not only foster creativity and collaboration within the design community but also showcase to our clients the unique charm and character of Addison every time they visit. We are proud of our business's location and actively seek to contribute to the community's well-being and growth. I have also participated in various other community events and supported local initiatives, reflecting my genuine desire to be a positive force in Addison.

---

**Q12**

If you are affiliated with an organization or business, what benefits would you or your organization gain from this process?

o As the owner of an award-winning innovation consultancy focusing on user-centered design, serving on the Advisory Committee would not only allow me to contribute my expertise but also enhance the visibility of my business within the community. By actively participating in shaping the future of Addison Circle City Park, I believe my organization can gain valuable exposure and demonstrate its commitment to the community's betterment. Additionally, I see this opportunity as a way to help people see the potential of Addison Circle as a versatile space for family gatherings, business events, and all types of community gatherings. Having been a part of this community, I have witnessed the growth and development of Addison Circle, and I am passionate about expanding the community and exchange to benefit residents and visitors alike.

---

**Q13**

Yes

Do you have the ability to serve this process (meetings approximately 3 and a few additional meetings over a 7 month period?)

---

**Q14**

Is there anything else you would like to tell us about yourself that will help the Town Council in its selection of Committee Members?

o My extensive experience in an innovation and design consultancy, my commitment to education, and supporting emerging designers are underscored by my involvement with the Industrial Designers Society of America (IDSA), where I hold the esteemed position of Fellow. The IDSA is a professional organization that represents industrial designers, fostering collaboration, innovation, and excellence in the field. My affiliation with the IDSA has not only enriched my professional development but also provided me with a unique perspective on design and community engagement. Through my involvement with the IDSA's Board of Directors, I have honed my leadership skills and gained valuable insights into industry trends and best practices. I believe that my experience and perspective as a member of the IDSA community would make me a valuable and unique contributor to the Advisory Committee, bringing fresh ideas and a deep understanding of design principles to the table.

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#32

**COMPLETE**

**Collector:** Web Link 1 (Web Link)  
**Started:** Wednesday, March 20, 2024 8:03:12 AM  
**Last Modified:** Wednesday, March 20, 2024 8:10:58 AM  
**Time Spent:** 00:07:46  
**IP Address:** 67.201.77.251

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Page 1: Application Information

**Q1**

Name

Francie Syron

---

**Q2**

Contact Information

Address	Renaissance Dallas Addison Hotel
Address 2	[REDACTED]
City/Town	Addison
State/Province	TX
ZIP/Postal Code	75001
Email Address	[REDACTED]
Phone Number	[REDACTED]

**Q3**

Which of the following best describes you?

I represent a an Addison Business outside of Addison Circle District

**Q4**

To which age group do you belong?

55-69 years of age

**Q5**

How long have you lived or worked in the Town of Addison

11-15 years

**Q6**

Please select which best describes you.

Hotel and Tourism

**Q7**

**Hotel and Tourism**

What other attributes describe you?

---

**Q8**

Why are you interested in being a member of this Advisory Committee?

Addison Circle Park is instrumental to my business. We use this park as a selling tool everyday!

---

**Q9**

What experiences do you have working with the Town of Addison?

I have worked with the Town of Addison for over 10+ years through Town of Addison Support measures - bringing business and tax dollars to the area.

---

**Q10**

Please share your interest in parks, park programs, spending time outdoors, using trails and public art.

My interest in the development of Addison Circle Park is centered around improving sales at Renaissance Dallas Addison.

---

**Q11**

What role do you have in the community?

Business Leader

---

**Q12**

If you are affiliated with an organization or business, what benefits would you or your organization gain from this process?

It is a dream to having something on the caliber of Addison Circle Park to help sell my business. Have this green space to offer our guests within the community is fantastic. We probably serve 200,000+ guests annually

---

**Q13**

**Yes**

Do you have the ability to serve this process (meetings approximately 3 and a few additional meetings over a 7 month period?)

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**Q14**

Is there anything else you would like to tell us about yourself that will help the Town Council in its selection of Committee Members?

I love working in Addison!

---

#33

**COMPLETE**

**Collector:** Web Link 1 (Web Link)  
**Started:** Wednesday, March 20, 2024 8:27:44 AM  
**Last Modified:** Wednesday, March 20, 2024 11:41:22 AM  
**Time Spent:** 03:13:37  
**IP Address:** 75.16.188.147

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Page 1: Application Information

**Q1**

Name

Elizabeth Jones

---

**Q2**

Contact Information

Address

[REDACTED]

City/Town

Addison

State/Province

TX

ZIP/Postal Code

75254

Email Address

[REDACTED]

**Q3**

Which of the following best describes you?

I live in Addison, but not in Addison Circle District

**Q4**

To which age group do you belong?

55-69 years of age

**Q5**

How long have you lived or worked in the Town of Addison

0-5 years

**Q6**

Please select which best describes you.

Park & Trail User

**Q7**

What other attributes describe you?

**Architecture / Engineering / Planning,  
Real Estate Development,  
DART, Connectivity and Mobility,  
Park & Trail User,  
Special Event Attendee,  
Public Art Enthusiast.**

---

**Q8**

Why are you interested in being a member of this Advisory Committee?

To support Addison and to contribute my professional knowledge and experiences with eco-centric best practice approaches to sustainable community economic development.

---

**Q9**

What experiences do you have working with the Town of Addison?

Actively support local businesses and participate in community engagement.

As the former elected Dallas ISD school board trustee for District 1 (representing Addison, Carrollton, Farmers Branch and Dallas), I worked closely with Addison elected officials and city staff on a number of projects. I also chaired the Dallas ISD Physical Assets Ad Hoc Committee leading the effort to adopt a long-range plan overseeing \$9 billion in public assets, in addition to working on joint initiatives supporting the greening of all schools and adopting LEED certification standards. I worked directly with the Trust for Public Land and the City of Dallas Park & Recreation Department developing joint initiatives, fostering park and trail development opportunities connecting school assets and area parks in the development of outdoor learning environments and community gardens (including building out Real School Gardens), and developing joint campus- neighborhood community parks and playgrounds.

Prior to moving to Addison in 2019, I lived in City of Dallas for 30 years. I have served numerous Boards & Commissions in areas of strategic planning and economic development (TIF Boards, EDCs, Redistricting Commission, etc.). Of particular note I served for more than 8 years on the Cityplace TIF Board and was directly involved in the creation and development of the Strategic Plan and its unique public-private real estate development project partnership funding model. The Cityplace area is considered a major redevelopment success story for the City of Dallas.

I served for more than 15 years as a member of the Board of Royal Northaven Neighborhood Association, and active in support of local neighborhood initiatives and area public development. This included direct involvement with the planning, development and funding for the building of a critical segment of the Northaven Trail. We were also founding members and financial supporters of the nonprofit Friends of the Northaven Trail.

---

**Q10**

Please share your interest in parks, park programs, spending time outdoors, using trails and public art.

Daily user of Addison parks and trails, including area dog parks. Interested in educational programming. Involved in conservation efforts.

---

**Q11**

What role do you have in the community?

Addison residential homeowner; active in community through neighborhood engagement and support (safety, beautification, clean-up, etc.)

---

**Q12**

If you are affiliated with an organization or business, what benefits would you or your organization gain from this process?

N/A

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**Q13**

**Yes**

Do you have the ability to serve this process (meetings approximately 3 and a few additional meetings over a 7 month period?)

---

**Q14**

Is there anything else you would like to tell us about yourself that will help the Town Council in its selection of Committee Members?

Other experiences of note:

My husband and I are active in the Arts community (performing arts and graphic arts) supporting area artist initiatives and local arts groups (including those serving K-12 STEAM education programs).

In my professional capacity as a UT Dallas graduate business finance professor, I am involved in many areas of academic applied research having served as an advisor to state and local governments in developing infrastructure and investment public-private partnerships. I have taught and supervised graduate business and social impact case writing and capstone project coursework including green economy strategic transformation plans for cities (including Cedar Hill) and Arts District development (including the Dallas Arts District).

I hold CERT-FEMA Certification (Community Second Responder). [www.community.fema.gov](http://www.community.fema.gov).

Thank you for your consideration of my Application.

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#34

**COMPLETE**

**Collector:** Web Link 1 (Web Link)  
**Started:** Wednesday, March 20, 2024 11:06:32 AM  
**Last Modified:** Wednesday, March 20, 2024 11:54:22 AM  
**Time Spent:** 00:47:50  
**IP Address:** 143.165.144.160

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Page 1: Application Information

**Q1**

Name

Charles Hunter

---

**Q2**

Contact Information

Address	[REDACTED]
City/Town	Addison
State/Province	TX
ZIP/Postal Code	75001
Email Address	[REDACTED]
Phone Number	[REDACTED]

**Q3**

Which of the following best describes you?

I live in Addison, but not in Addison Circle District

**Q4**

To which age group do you belong?

40-54 years of age

**Q5**

How long have you lived or worked in the Town of Addison

More than 20 years

**Q6**

Please select which best describes you.

Special Event Attendee

**Q7**

**Public Art Enthusiast.**

What other attributes describe you?

---

**Q8**

Why are you interested in being a member of this Advisory Committee?

I lived in Addison Circle 5+ years, and enjoyed it quite a bit. I always felt Addison Circle was a gem, and quite picturesque with lots of potential to be even more. I don't live in the Circle, but I spend time there at least a few times a week. An always supported the music in the park events once held there.

---

**Q9**

What experiences do you have working with the Town of Addison?

I am a graduate of Addison Citizens Academy, I regularly attend town halls and City council meetings where I've discussed with Ken Schmidt and Shannon Hicks many times how special Addison is now, how to grow while maintaining our town feel.

---

**Q10**

Please share your interest in parks, park programs, spending time outdoors, using trails and public art.

I use our parks, trails, and/or athletic club daily. Watertower theater is a favorite!

---

**Q11**

What role do you have in the community?

I'm a long times Addison resident. To be more knowledgeable about our growing our community I attended Citizens Academy, which was eye-opening and enjoyable. I invested the time doing that because I wanted to better understand the workings behind the curtain, and ultimately to be educated with the thoughts and opinions I have about Addison's growth.

---

**Q12**

If you are affiliated with an organization or business, what benefits would you or your organization gain from this process?

N/A

---

**Q13**

**Yes**

Do you have the ability to serve this process (meetings approximately 3 and a few additional meetings over a 7 month period?)

---

**Q14**

Is there anything else you would like to tell us about yourself that will help the Town Council in its selection of Committee Members?

My love of Addison started specifically with Addison Circle almost 20 yrs ago, and I still enjoy all it has to offer multiple times a week. Even if I just stop by Java and Hopps and take a lap around the park. I take advantage of all of Addison's jewels, not just one or two components. So even though the focus of this committee is the Circle, my frame a reference won't be limited.

---

#35

**COMPLETE**

**Collector:** Web Link 1 (Web Link)  
**Started:** Wednesday, March 20, 2024 4:07:49 PM  
**Last Modified:** Wednesday, March 20, 2024 4:15:03 PM  
**Time Spent:** 00:07:14  
**IP Address:** 89.187.164.158

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Page 1: Application Information

**Q1**

Name

Andrew Hervey

---

**Q2**

Contact Information

Address

[REDACTED]

Address 2

[REDACTED]

City/Town

Richardson

State/Province

Texas

ZIP/Postal Code

75074

Email Address

[REDACTED]

Phone Number

[REDACTED]

**Q3**

I represent a business in the Addison Circle District

Which of the following best describes you?

**Q4**

25-39 years of age

To which age group do you belong?

**Q5**

11-15 years

How long have you lived or worked in the Town of Addison

**Q6**

Real Estate Development

Please select which best describes you.

**Q7** **Retail and Commercial Business**

What other attributes describe you?

---

**Q8**  
Why are you interested in being a member of this Advisory Committee?

I am a commercial real estate broker and represent the Quorum Protective Association which makes up approximately 10 office buildings and hotels in the area.

---

**Q9**  
What experiences do you have working with the Town of Addison?

I currently am serving on the Quorum Advisory Committee for the Quorum Road redevelopment south of Beltline.

---

**Q10**  
Please share your interest in parks, park programs, spending time outdoors, using trails and public art.

The interest is strong from property owners and residents in adding these elements and I think it could especially help the office buildings increase occupancy.

---

**Q11**  
What role do you have in the community?  
I am a third party representative of the Quorum North Protective Association. We primarily manage the median areas of that district and work with the property owners there as well.

---

**Q12**  
If you are affiliated with an organization or business, what benefits would you or your organization gain from this process?

I can obtain collective feedback from a large group of property owners in the area.

---

**Q13** **Yes**

Do you have the ability to serve this process (meetings approximately 3 and a few additional meetings over a 7 month period?)

---

**Q14**  
Is there anything else you would like to tell us about yourself that will help the Town Council in its selection of Committee Members?

N/A

---

**City Council (FY24)**

**6. c.**

**Meeting Date:** 03/26/2024

**Department:** City Secretary

---

**AGENDA CAPTION:**

Present, discuss, and consider action on a Resolution accepting the resignation of Planning & Zoning Commission Place 3 and nominating a new commissioner for a term ending on December 31, 2024.

**BACKGROUND:**

Planning and Zoning Commissioner, Zachary Faircloth, tendered his resignation on February 28, 2024 vacating Place 3 on the Commission. Because of this, the Council will need to appoint a new commissioner to fill the unexpired term. Zachary Faircloth was last nominated by Mayor Pro-Tempore Eileen Resnik in December 2022. As such, Mayor Pro-Tempore Resnik will make a nomination to fill the unexpired term for Place 3.

**RECOMMENDATION:**

Administration recommends approval.

---

**Attachments**

Presentation - P&Z Commission Nomination / Appointment

Resolution - P&Z Commission Appointment

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# Planning & Zoning Commission Place 3 Nomination

March 26, 2024

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

# P&Z Commission Nomination

A blue circular logo with the word "ADDISON" in white, uppercase letters.

- P&Z Commissioner, Zachary Faircloth tendered his resignation from the Commission on February 28, 2024, creating a vacancy for Place 3.
- Commissioner Faircloth was last nominated by Mayor Pro-Tempore Resnik in December 2022.
- To fill the Place 3 unexpired term, Mayor Pro-Tempore Resnik make a nomination.
- If appointed, the new Commissioner would serve from March 27, 2024 through December 31, 2024.

**Questions?**

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

**ADDISON**

**RESOLUTION NO. R24-**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS ACCEPTING THE RESIGNATION OF PLANNING & ZONING COMMISSION MEMBER PLACE 3 AND APPOINTING A NEW COMMISSIONER FOR A TERM ENDING ON DECEMBER 31, 2024.**

**WHEREAS**, pursuant to Chapter 2 of the Town of Addison Code of Ordinances, the Addison Planning & Zoning Commission (the “Commission”) is comprised of seven (7) members appointed by the individual members of the City Council to serve two-year terms; and

**WHEREAS**, the Commissioner currently serving in Place 3 on the Commission, Zachary Faircloth, tendered his resignation effective February 28, 2024, with his current term expiring on December 31, 2024; and

**WHEREAS**, Mayor Pro-Tempore Eileen Resnik is the Council Member responsible for appointing persons serving in Place 3 on the Commission.

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

**SECTION 1.** The City Council accepts the resignation of Commissioner Faircloth (Place 3) from the Planning & Zoning Commission, effective February 28, 2024.

**SECTION 2.** Mayor Pro-Tempore Resnik has nominated \*\*\*\* to fill the unexpired term for Place 3 on the Planning & Zoning Commission, and the City Council hereby approves the appointment of the foregoing person to fill the unexpired term beginning on March 27, 2024, and ending upon expiration of the current term on December 31, 2024.

**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 26<sup>TH</sup> day of March 2024.

**TOWN OF ADDISON, TEXAS**

\_\_\_\_\_  
Bruce Arfsten, Mayor

**ATTEST:**

\_\_\_\_\_  
Valencia Garcia, Interim City Secretary