Addison City Council Meeting

October 8, 2024
Addison Conference Centre
15650 Addison Road
Addison, Texas 75001

AMENDED 10/8 at 12:35 PM - Addition of Council Q&A Document to WS Item #4a.
AMENDED 10/7 at 12:57 PM - Replacement of presentation with updated version in WS Item #7a.

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.

WORK SESSION

The Addison City Council will convene in the Acacia Room beginning at 6:00 PM.

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

2. **2024 Food Service Safety & Sanitation Awards Recognition**

   The following will be recognized as 2024 Food Service Safety & Sanitation Award Winners:

   - Full Service Dining - Lazy Dog Restaurant & Bar
   - Fast Food - Raising Canes Chicken Fingers
   - Sandwich / Deli Shops - Jason's Deli

3. **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.

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

   a. Council Questions and Answers.

5. **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. 551.071(1) and (2) Consultation with Attorney to seek advice on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code:
      - The real properties located at 15900 Addison Road and 4800 Keller Springs Road.

   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:
      - Discuss the facility use agreement with WaterTower Theatre for the Addison Theatre Centre

6. **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.

7. **Work Session Reports**

   a. Present and discuss expanding Addison Athletic Club Membership to include immediate family members of Town of Addison employees.

   b. Present and discuss the proposed renaming and visual rebranding of the Addison Theatre Centre.

COUNCIL MEETING

The Addison City Council will convene for a Council Meeting beginning at 7:00 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 September 24, 2024 City Council Meeting.

   b. Consider action on a resolution approving a Grant Funding Agreement between the Town of Addison and Dallas Cat Lady and authorizing the City Manager to execute the Grant Funding Agreement in an amount not to exceed $5,000.

   c. Consider action on a Resolution approving a Grant Funding Agreement between the Town of Addison and Dallas County Mental Health & Retardation d/b/a Metrocare Services and authorizing the City Manager to execute the Grant Funding Agreement in an amount not to exceed $2,500.

d. Consider Action on a Resolution Approving a Grant Funding Agreement Between the Town of Addison and Metrocrest Services and Authorizing the City Manager to Execute the Grant Funding Agreement in an Amount Not to Exceed $162,721

e. Consider action on a Resolution approving a Grant Funding Agreement with On Eagles Wings, Inc. d/b/a Woven Health Clinic and authorizing the City Manager to execute the Grant Funding Agreement in an amount not to exceed $6,500.

f. Consider action on a Resolution adopting an investment strategy and approving brokers, dealers, and financial institutions for fiscal year 2024-2025.

g. Consider action on a Resolution approving a Ground Lease Agreement between the Town of Addison and Tango Whiskey Management, LLC for commercial aviation use on approximately 0.432 acres of improved airport land located at Addison Airport and authorizing the City Manager to execute the Ground Lease Agreement and to provide an effective date.

h. Consider action on an Ordinance for a Developer Participation Agreement (“Contract”) between the Town of Addison and Tango Whiskey Management, LLC, provided for under Subchapter C, Chapter 212, Tex. Loc. Gov. Code (“Code”) to reconstruct a portion of Addison Airport's airport taxilane and aircraft apron.

i. Consider action on a joint Resolution between Dallas County and the Town of Addison establishing an Inter-Jurisdictional Emergency Management Program; and providing 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 5312 Belt Line Road, that is currently zoned Planned Development (PD), through Ordinance No. 496, to allow a restaurant with the sale of alcoholic beverages for on-premises consumption. Case 1920-SUP/5312 Belt Line Road (Hachi Restaurant).

b. Hold a public hearing, present, discuss, and consider action on a request to amend Special Use Permit (SUP), Ordinance No. 022-26, for property located at 4580 Belt Line Road, that is currently zoned Local Retail (LR), to allow modifications to the development plan. Case 1921-SUP/4580 Belt Line Road (Toasted Yolk SUP Amendment).

c. 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 410A, 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 1922-SUP/5100 Belt Line Road, Suite 410A (Landmark Grill).

d. 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 732, 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 1923-SUP/5100 Belt Line Road, Suite 732 (Nouveau).

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 One Addison Place, located at 4900 Arapaho Road, in order to allow an attached wall sign to be mounted perpendicular to the building surface and to allow the sign to exceed the maximum projection from the surface which it is attached on the north facade (Case MR2024-08/4900 Arapaho Road, One Addison Place).

b. Present, discuss, and consider action to approve a Resolution authorizing the City Manager to execute a State Infrastructure Bank loan agreement in an amount up to $44,600,000.

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.**

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.

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

Posted by: Valencia Garcia, City Secretary
Date posted:10/03/2024 Time posted: 5:25 PM
Date removed from bulletin board: _____
Removed by: _____

City Council (FY24) **4. a.**

Meeting Date: 10/08/2024

Department: City Secretary

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.

Attachments

Answers to Council Questions

Answers to Council Questions – October 8, 2024

Work Session

Item #7a. Present and discuss expanding Addison Athletic Club Membership to include immediate family members of Town of Addison employees.

Question 1: What is the total budget for the AAC?

Response: $2.1 million

Question 2: What is the breakdown for Addison residents vs their dependents? What is the usage breakdown?

Response: Of the 3,729 resident memberships 353 are dependents, ages 0-23 years old. For the usage breakdown, our software does not track usage in a manner that we could provide this information.

Public Hearings

Item #5c. 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 410A, 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 1922-SUP/5100 Belt Line Road, Suite 410A (Landmark Grill).

Question 1: Are some or all of the 4 parking spaces being removed to allow for the building addition handicap spaces, and if so are there spaces elsewhere that will be designated handicap? Also, what is the required handicap parking ratio?

Response: The existing handicap parking spaces will be relocated to the south of their current location. This proposed change will not reduce the total number of handicap parking spaces provided on site; however, it will reduce the total number of non-accessible surface spaces provided.

Handicap parking requirements are set by the Texas Department of Licensing & Regulation (TDLR), which uses the Texas Accessibility Standards (TAS) standards. Per the requirements, Village on the Parkway is required to have 27 accessible surface spaces and 13 accessible spaces within the parking garage. The center currently provides 82 surface handicap spaces and 13 handicap spaces in the garage (95 total), exceeding the requirement. You can access the TAS parking requirements here (scroll down to Section 208.2).

Answers to Council Questions – October 8, 2024

Individual Consideration

Item #6a. Present, discuss, and consider action on a request for a Meritorious Exception to Chapter 62 of the Code of Ordinances for One Addison Place, located at 4900 Arapaho Road, in order to allow an attached wall sign to be mounted perpendicular to the building surface and to allow the sign to exceed the maximum projection from the surface which it is attached on the north facade (Case MR2024-08/4900 Arapaho Road, One Addison Place).

Question 1: What are the plans, if any, for other tenant signs on the property?

Response: At this time, the property owner does not intend to have additional exterior signage beyond what is shown in the renderings. The proposed signage includes an attached wall sign on the west facade, which meets the requirements and is permitted by right, and the proposed blade sign on the north façade, which is being considered by the Meritorious Exception request.

City Council (FY24) **5. a.**

Meeting Date: 10/08/2024

Department: City Secretary

AGENDA CAPTION:

551.071(1) and (2) Consultation with Attorney to seek advice on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code:

- The real properties located at 15900 Addison Road and 4800 Keller Springs Road.

BACKGROUND:

N/A

RECOMMENDATION:

N/A

City Council (FY24) **5. b.**

Meeting Date: 10/08/2024

Department: City Secretary

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:

- Discuss the facility use agreement with WaterTower Theatre for the Addison Theatre Centre

BACKGROUND:

N/A

RECOMMENDATION:

N/A

City Council (FY24) **7. a.**

Meeting Date: 10/08/2024

Department: Parks & Recreation

Key Focus Areas: Financial Health and Organizational Excellence

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AGENDA CAPTION:

Present and discuss expanding Addison Athletic Club Membership to include immediate family members of Town of Addison employees.

BACKGROUND:

During the FY2024 / 2025 budget process, Council requested a work session to explore the possibility of expanding the Town's employee benefit program. Specifically, this discussion will focus on allowing immediate family members of Town employees to join the Addison Athletic Club. Staff will present the current membership policies, outline the benefits of this proposed change, and recommend implementation options for Council's consideration.

RECOMMENDATION:

Staff seeks Council direction.

Attachments

Presentation - AAC Family Memberships

Addison Athletic Club Membership as an Employee Benefit

Addison City Council Date:
October 8, 2024

Presenter:
Pat White, Assistant Director of Recreation

Background Information

Purpose:
During the FY2024 / 2025 budget process Council requested staff bring forward a work session item to discuss expanding the Town's Employee Benefit Program to allow immediate family members of Town Employees to become members at the Addison Athletic Club.

City Ordinance
Chapter 58 – Parks and Recreation
Article III – Addison Athletic Club

Overview:

- Use of the Addison Athletic Club is restricted to current members and their guests.
- Membership is limited to current Town of Addison residents, their dependents and employees of the Town.
- One-time membership administrative fee to become a member is $10.00 (Some programs do require fees)
- Members can bring a guest for a fee ranging from $2.00 - $8.00 dependent on age and facility use.

Information: Addison Currently has 301 Full-Time Employees and 7.5 Part-Time Employees

Background Information

Membership Information

	Memberships	Total Visits FY2024
Residents	3,729	127,880
Employees	203	1,922

	Repeat Facility Users (10+ Visits per year)	
	Residents	Employees
AAC Facilities	2,229	38

Considerations

Including Family Members of Town Employees Could:

- Foster and support a healthy active lifestyle amongst Addison's employees and their families.
- Employee hiring and retention incentive.
- Help grow programs to increase attendance.
- Help increase seasonal camp attendance to allow for expansion to two age groups.

Feedback:

- At the recent employee health fair facilitated by Human Resources (HR), multiple employees approached AAC staff and voiced support for this consideration.

Council Discussion

Staff is seeking direction from Council pertaining to 1 of 3 options.

- Current AAC membership requirements remain in place.
- Extend the benefit of AAC membership to family members of employees.
- Extend the benefit to allow family members of employees to participate in certain programs, such as summer camp.

If the benefit is extended to family member of employees, staff recommends applying current ordinance requirements:

- One-Time $10.00 fee per person for membership and any program related fees that would apply.
- Applies to the employee's spouse and legal dependents.
- Dependents must be ages three months to 18 years.
- Dependents ages 18 through 23 years, enrolled as a full-time college student, will also be considered a dependent.

Questions?

City Council (FY24) **7. b.**

Meeting Date: 10/08/2024

Department: Communications & Marketing

Key Focus Areas: Vibrant and Active Community

AGENDA CAPTION:

Present and discuss the proposed renaming and visual rebranding of the Addison Theatre Centre.

BACKGROUND:

Staff will present a proposal to rename the Addison Theatre Centre as The Addison as part of a broader rebranding effort. The objective of this initiative is to create a clearer and more recognizable identity for the space while maintaining a strong connection to the Town of Addison. The rebranding efforts include the development of a new logo and branding standards, which will be used across all marketing materials, contracts, and public wayfinding.

RECOMMENDATION:

Staff requests Council direction.

Attachments

Presentation - Theatre Branding

Branding
The Addison

Mary Rosenbleeth, Director of Marketing & Tourism
October 8, 2024

Theatre Goals

One of the goals of the recently completed study for the Addison Theatre Centre emphasized the need for a clear brand identity for Addison Theatre Centre:

- Develop a visual identity through a logo and other branding standards to rebrand the space.
- Require the use of that visual identity in contracting for all users.
- Replace public wayfinding to carry the new visual identity.

The Addison

Renaming the space to ***The Addison****:*

- Aligns with the trend of simplifying theater identities for greater clarity and brand cohesion.
- Retains a connection to the Town of Addison while creating a unique, easily recognizable brand for the space.
- Emphasizes simplicity, ensuring the identity is flexible enough to be used across mediums like signage, digital platforms, and marketing materials.

By focusing on a name that is both distinct and adaptable, ***The Addison*** positions itself to be a lasting and memorable brand that can evolve with the community's needs.

Logo Options

Modern approach using the A to highlight the black box theatre concept.

Black box within the name.

Blue spotlight and a star creating an "A" simplified from previous concept.

Black box within the name.

Recommended

THE ADDISON

PERFORMING ARTS CENTER

The black box icon with combination of Addison blue. Simple and elegant.

Next Steps

- **Develop a Style Guide**: This will help maintain consistency across all touchpoints. Include the color scheme, typography, logo variations, and usage guidelines to ensure consistent visual identity across platforms and media

- **Update Existing Marketing Collateral**: Refresh all branding materials, including social media banners, email signatures, and the new theatre microsite on the recently launched VisitAddison.com website to ensure all communication aligns with the new identity.

- **Create a Launch Campaign**: Announce the rebrand with a comprehensive marketing campaign, utilizing social media, email marketing, and press releases to build awareness among local and regional audiences.

- **Revise Contracts:** Revise user contracts to require the use of the new visual identity.

- **Open House:** Host an Open House for local theatre groups in the next six weeks to introduce them to the space and the new branding efforts.

Questions

City Council (FY24) **2. a.**
Meeting Date: 10/08/2024
Department: City Secretary

AGENDA CAPTION:
City Manager's Announcements

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

RECOMMENDATION:
Information only.

City Council (FY24) **2. b.**
Meeting Date: 10/08/2024
Department: City Secretary

AGENDA CAPTION:
Employee Recognition

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

RECOMMENDATION:
Information only.

City Council (FY24) **4. a.**

Meeting Date: 10/08/2024

Department: City Secretary

AGENDA CAPTION:

Consider action on the Minutes from the September 24, 2024 City Council Meeting.

BACKGROUND:

The minutes for the September 24, 2024 City Council Meeting have been prepared for consideration.

RECOMMENDATION:

Administration recommends approval.

Attachments

Minutes - September 24, 2024 City Council Meeting

D R A F T

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

September 24, 2024

Addison Conference Centre
15650 Addison Road, Addison, TX 75001
5:30 PM Work Session -Acacia Room
7:00 PM Regular Meeting – Buckthorn & Sycamore Rooms

Present: Mayor Bruce Arfsten; Mayor Pro-Tempore Darren Gardner; Deputy Mayor Pro-Tempore Nancy Craig; Council Member Chris DeFrancisco; Council Member Howard Freed; Council Member Marlin Willesen

Present via Zoom: Council Member Dan Liscio

WORK SESSION

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

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

Mayor Arfsten called the meeting to order in the Acacia Room at 5:31 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 in 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 5:43 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. *551.071(1) and (2) Consultation with Attorney* to seek advice on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code:
   - The real properties located at 15900 Addison Road and 4800 Keller Springs Road.

b. *Section 551.071(2) Consultation with Attorney* to seek advice on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code.
   - Ordinance Adopting a Rental Registration Program.

Mayor Arfsten convened the City Council into Open Meeting at 6:05 PM. No action was taken as a result of the Closed Meeting.

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.

6. **Work Session Reports**

   a. **Present and discuss progress on the Rental & Lodging Registration and Inspection Program.**
   [Assistant Director of Neighborhood Services, Kevin Martin]

Assistant Director of Neighborhood Services, Kevin Martin presented an update regarding progress on the proposed Rental & Lodging Registration and Inspection Program. This presentation followed a Work Session item on the same topic from the August 27, 2024 City Council Meeting in which staff and the project consultant presented initial information. Additional information was gathered to help guide City Council in making their decision on requirements and fees related to the proposed rental and lodging registration and inspection program.

The FY2024 budget allocated funds for new personnel and resources for the creation of the Neighborhood Services Division, which allows for expanded service offerings to residents, visitors, and property owners. This new team significantly expanded code compliance, allows for the transition of animal control to the Development & Neighborhood Services Department and the establishment of a rental and lodging registration and inspections program.

The intent of the rental and lodging registration and inspection program is to ensure and promote healthy and safe conditions for all rental properties and hotel/motel establishments and provide an opportunity to engage with the rental community. This registration program is proposed to apply to all rental properties, including single-family, townhomes, duplexes, condominiums, apartments, as well as hotel/motel establishments.

The Neighborhood Services staff has developed a rental and lodging registration and inspection program and proposed fees. Staff seeks feedback from City Council on the program.

This program will support several City Council initiatives, including:

- Develop education and outreach programs for residents, property owners, and businesses.
- Develop and implement a rental housing and lodging registration and inspection program to improve safety.
- Conduct semi-annual engagement and coordination meetings for multifamily property managers.

b. **Present and discuss solutions for aggressive dog training on Town property.**
[Chief of Police, Chris Freis]

Police Chief Chris Freis presented an update regarding solutions for aggressive dog training on Town property.

After a recent incident, it was discovered that current ordinances do not prohibit Aggressive Dog Training on Town property. Staff is seeking feedback on a potential ordinance change that will prohibit dog training for any form of protection, including personal protection or area protection by the apprehension or warding off an individual or other animal on Town property.

Mr. Freis provided suggested changes to Chapter 54 of the Town's Municipal Code to address offenses and miscellaneous provisions in the interest of public health, safety, and welfare. The following changes were recommended to define aggressive dog training and prohibit on town property:

Sec. 54-5. – Section 1
Aggressive dog training means dog training for any form of protection including personal or area protection by the apprehension or warding off an individual or other animal by means of barking, threatening gestures, biting, or restraining by use of teeth. Any method used to encourage a dog to utilize such means shall be considered to fall under the scope of this definition.

Sec. 54-5. – Section 2
A person commits an offense if the person engages in aggressive dog training on any property owned, managed, and/or controlled by the Town including parks, parking lots, buildings, fields, Addison Airport property, sidewalks, streets, and right-of-way or public right-of-way as defined by ordinance
.
Sec. 54-5. – Section 3
This section does not apply to training conducted by a certified peace officer in the course of their duties.

If directed, a proposed ordinance would be placed on an upcoming Council agenda for consideration.

Mayor Arfsten closed the Work Session at 7:02 PM.

COUNCIL MEETING

Mayor Arfsten convened the City Council Meeting at 7:11 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**

    - Fire Department: Fire Chief, David Jones introduced Fire Battalion Chief – Dustin Davis.

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 during the Public Comment period.

The following citizen submitted an email for the public comment period and was acknowledged by Mayor Arfsten:

- Barbara Nicholas, 4092 Juliard Drive – this email was regarding the proposed option for Greenhill School that would include the removal of trees at the citizen's property. Ms. Nicholas asked the Council to consider replacement of trees slated for removal near her home.

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 September 3, 2024 Special City Council**

Meeting.

b. **Consider action on the Minutes from the September 10, 2024 City Council Meeting.**
c. **Consider action to approve the Fire Station #1 Restroom Remodel Project budget in a total project budget amount not to exceed $115,400 (consisting of $31,900 with Gutter Solutions for the female restroom remodel, $47,500 with Gutter Solutions for the male restroom remodel, $16,000 with United Rentals for rental of a portable restroom trailer, and $20,000 for an owner's contingency).**
d. *Resolution No. R24-072:* **Consider action on a Resolution approving a three-year agreement with DFW Holiday Kings for turnkey holiday lighting services for Addison Circle Park in an amount not to exceed $76,808.42 for the first annual term and $69,915.05 for each renewal and providing an effective date.**

MOTION: Deputy Mayor Pro-Tempore Craig moved to approve §4 - CONSENT AGENDA (a-d) as presented. Mayor Pro-Tempore Gardner seconded the motion. Motion carried unanimously.

5. Public Hearings

a. *Ordinance No. O24-046:* **Hold a public hearing, present, discuss, and consider action on a request for a Special Use Permit (SUP) for an existing private school, Greenhill School, located at 4141 Spring Valley Road, currently zoned R-1 Single Family Dwelling and Planned Development (PD), through Ordinance 084-092, to allow a new private school building. Case 1916-SUP/Greenhill Athletic Performance Center. (POSTPONED)**
[Director of Development & Neighborhood Services, Lesley Nyp]

The Addison Planning and Zoning Commission, meeting in regular session on August 20, 2024, voted to recommend approval of a request for a Special Use Permit (SUP) to allow a new private school building for an existing private school, Greenhill School, located at 4141 Spring Valley Road, which is currently zoned R-1 Single Family Dwelling and Planned Development (PD), through Ordinance 084-092.

Voting Aye: Barker, Braun, Chavez, Copeland, Fansler, Smith, Sommers
Voting Nay: none
Absent: none

SPEAKERS AT THE PUBLIC HEARING:

For: none
On: none
Against: none

Administration recommended approval of the request, with the following condition:

- Prior to issuance of a Building Permit for the Athletic Performance Center, Greenhill School shall provide a tree line along the northern property line as shown on the landscape exhibit. This consists of live oak trees, spaced 30 feet on center.

Additionally, a landscape plan completed by a licensed design professional shall be submitted prior to removal or installation of any trees.

Mayor Arfsten opened the Public Hearing. The following citizen addressed the Council:

- Barbara Nicholas, 4092 Juliard Drive – Ms. Nicholas requested that the Council consider keeping all current trees in place with no removal.

Mayor Arfsten closed the Public Hearing.

MOTION: Council Member DeFrancisco moved to approve Ordinance No. O24-046 approving a Special Use Permit for Greenhill School to allow a new private school building with the condition that Greenhill School abides by the presented Option 1 for tree removal and preservation. Council Member Liscio seconded the motion. Motion passed 6-0 with Council Member Willesen recusing himself from the item and vote.

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 Chick-Fil-A, located at 3790 Belt Line Road, in order to allow two attached wall signs to exceed the maximum effective area on the north and south facades within the Addison Town Center Special District. (Case MR2024-07/3790 Belt Line Road - Chick-Fil-A).**
[Director of Development & Neighborhood Services, Lesley Nyp]

Chick-fil-A is constructing a new restaurant at 3790 Belt Line Road and has requested a Meritorious Exception to the Sign Ordinance to install two attached wall signs, which each exceed the maximum effective area. The property lies within the Addison Town Center Special Sign District, which allows one sign per 20 feet of linear frontage, with a maximum square footage of a sign to be 3.5% of the square footage of the facade, and a maximum letter height to be six feet for all letters. The district was intended to create cohesive and unified signage for the shopping center. At the May 28, 2024 City Council meeting, a Meritorious Exception was approved for Chick-Fil-A to allow a detached single-tenant monument sign.

The proposed wall sign exceeds the maximum effective area allowed by 28 square feet, which is proposed on the front and rear of the building. All other applicable standards are met with the proposed sign, including letter/logo height.

Meritorious exceptions to the Sign Ordinance are allowed under the following 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 does not believe that the criteria for a meritorious exception have been met for the proposed attached wall signs. The allowances within the Addison Town Center Special Sign District are less restrictive than the standard sign code. Additionally, a Meritorious Exception was approved for the subject property to increase visibility from the Belt Line Road.

Administration recommended denial.

MOTION: Council Member Freed moved to approve the Meritorious Exception to the Town's Sign Ordinance for Chick-Fil-A. Motion failed due to lack of a second.

MOTION: Council Member Willesen moved to deny the Meritorious Exception to the Town's Sign Ordinance for Chick-Fil-A. Council Member Liscio seconded the motion. Motion passed 6-1 with Council Member Freed voting against.

b. *Resolution No. R24-073*: **Present, discuss, and consider action on a Resolution approving the installation of three public art pieces donated by the Addison Arbor Foundation to be located in the public open space trail corridor dedicated to the Town with the AMLI Treehouse Development and providing for an effective date.**
[Director of Parks & Recreation, Janna Tidwell & Addison Arbor Foundation President, Dr. Jay Ihrig]

The Addison Arbor Foundation (AAF) is proposing to locate three sculptures within the open space dedicated to the Town as part of the AMLI Treehouse Development. The three proposed sculptures are listed below:

- Public Art Site 1 - Kinetic sculpture by artist Jeff Kahn titled "Four Moons Rising"
- Public Art Site 2 - Stainless steel tree sculpture by artist Michael Warrick titled "Three Songs for a Poet"
- Public Art Site 3 - Corten steel dog sculpture by artist Dale Rogers titled "Happy Dogs"

Per the development agreement with AMLI, the developer is contributing $150,000 to AAF for the installation of public art. The funds donated by AMLI are being utilized for the three installations.

AAF made a presentation to Council, which included photos and locations of the proposed works.

MOTION: Council Member Liscio moved to approve Resolution No. R24-073 approving the installation of three public art pieces donated by the Addison Arbor Foundation at the AMLI Treehouse development. Council Member Willesen seconded the motion. Motion carried unanimously.

c. *Ordinance No. O24-047*: **Present, discuss, and consider action on an Ordinance to**

amend the Town's annual budget for the fiscal year ending September 30, 2024.
[Chief Financial Officer, Steven Glickman]

The Fiscal Year (FY) 2024 budget was adopted by the Council on September 12, 2023. This is the second amendment to the FY2024 Town of Addison annual budget.

Each year, the Finance Department reviews the budget to determine which items should be recognized with formal budget amendments. When budget variances occur that are outside the authority of the City Manager, these adjustments are presented to the Council in the form of a budget amendment.

Major items include:

General Fund

- Allocate $387,000, offset by an equal increase in Sales Tax ($300,000) and 911 Fees ($87,000), from the General Fund for the following:
  - $175,000 in the Combined Services Department for legal services.
  - $100,000 in the Police Department for animal control services.
  - $87,000 in the Emergency Communications Department for pass through funding received by the Town from the State of Texas to the North Texas Emergency Communications Center.
  - $25,000 in the Streets Department for street maintenance and signals.
- Additionally, this budget amendment authorizes the City Manager to transfer unexpended appropriations and excess revenue from the Fiscal Year 2023-2024 budget to the Self-Funded Special Projects Fund. The amount of this transfer (if applicable) will be known in late November 2024 after the Town has recorded all revenues and expenditures for Fiscal Year 2023-2024. The Fiscal Year 2023-2024 estimate included in the Fiscal Year 2024-2025 budget included an estimated transfer amount of $2,000,000.

Infrastructure Investment Fund

- An amendment is needed in the Infrastructure Investment Fund to allocate $1,391,073 for prior year encumbrances and $500,000 for Conference Center renovations.

Capital Projects Fund

- An amendment is needed in the Capital Projects Fund to allocate $156,903 for prior year encumbrances from the 2021 General Obligation Bonds and $500,000 from the 2024 Certificates of Obligation Bonds for the new North Texas Emergency Communications Facility.

Self-Funded Special Projects Fund

- An amendment is needed in the Self-Funded Projects Fund to allocate $1,221,000, partially offset by $200,000 in Tree Mitigation Fees for the following:

- $150,000 for Emergency storm debris cleanup approved by Council on September 10, 2024
- $126,000 for storm related facility repairs
- $120,000 for a Police and Fire staffing study approved by Council on January 9th, 2024
- $85,000 for Christmas Tree lease and lighting
- $300,000 for TXDoT Highway Safety Improvement Program design and matching funds approved by Council on January 9, 2024, June 25, 2024, and July 23, 2024
- $80,000 for prior year encumbrances for the Unified Development Code
- $200,000 for tree replacement and mitigation offset by an equal amount of tree mitigation revenue
- $160,000 for prior year encumbrances for Beltway Trail consulting services

Utility Fund

- An additional appropriation of $200,000 is needed in the Utility Fund to provide funding for professional services to update the Town's water and wastewater master plan that was approved by Council on January 9, 2024. These additional appropriations are offset by corresponding increased water sales revenue of $200,000, resulting in a net impact on the Utility Fund of $0.

Capital Equipment Replacement Fund

- An additional appropriation of $170,896 is needed in the Capital Equipment Replacement Fund for costs associated with the replacement of an ambulance and vehicle upfitting costs.

Facility Maintenance Fund

- An additional appropriation of $350,000 is needed in the Facility Maintenance Fund for repairs and remediation at the Police and Courts Facility, repairs at the Conference Center and Theatre Center, and repairs and improvements at the Service Center.

Fund	Impact on Budgeted Expenditures	Impact on Budgeted Revenues	Impact on Fund Balance
General Fund	$387,000	$387,000	$0
Infrastructure Investment Fund	$1,891,073	$0	($1,891,073)
Capital Projects Fund	$656,903	$0	($656,903)
Self-Funded Special Projects Fund	$1,221,000	$200,000	($1,021,000)
Utility Fund	$200,000	$200,000	$0
Capital Equipment Replacement Fund	$170,896	$0	($170,896)
Facility Maintenance Fund	$350,000	$0	($350,000)
Total	$4,876,872	$787,000	($4,089,872)

MOTION: Mayor Pro-Tempore Gardner moved to approve Ordinance No. O24-047 to amend the Town's annual budget for the fiscal year ending September 20, 2024. Deputy Mayor Pro-Tempore seconded the motion. Motion carried unanimously.

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.**

There being no further business to come before the City Council, Mayor Arfsten adjourned the meeting at 8:56 PM.

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Valencia Garcia, City Secretary

City Council (FY24) **4. b.**

Meeting Date: 10/08/2024

Department: Finance

Key Focus Areas: Community Engagement

AGENDA CAPTION:

Consider action on a resolution approving a Grant Funding Agreement between the Town of Addison and Dallas Cat Lady and authorizing the City Manager to execute the Grant Funding Agreement in an amount not to exceed $5,000.

BACKGROUND:

Town staff has developed a grant funding process that allows non-profit organizations operating within the Town of Addison to submit a request for funds for their organization that directly enhances the Town. Town staff and Council evaluate applications for respective organizations individually. Town staff reviews all applicable financials of the non-profit organizations and verifies the organization is in good standing with both the IRS and Texas Secretary of State. To clearly reflect the impact of the grant to Addison and non-Addison residents, Quarterly Grant Reports are required by all non-profit organizations through the end of the Town's Fiscal Year. The Quarterly Grant Reports contain the non-profit organization’s goals, objectives and performance measures as identified in the Grant Uses section of the agreement. Financial statements may or may not be required, but Town staff can request them at any time.

The Dallas Cat Lady submitted an application to the Town requesting $5,000 for Fiscal Year 2025. During the Council Budget Work Session on August 6-7, 2024, Council discussed grant funding allocations for multiple non-profits included in the Fiscal Year 2025 budget. During the discussion about the Dallas Cat Lady, Council directed staff to grant the Dallas Cat Lady $5,000. The Town has reviewed and evaluated the application and determined that the non-profit organization’s request outlined in the application is for a public purpose that directly enhances the Town of Addison.

The Dallas Cat Lady grant funding agreement is included as an attachment to this agenda item.

RECOMMENDATION:

Administration recommends approval.

Attachments

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT FOR GRANT FUNDING BETWEEN THE TOWN OF ADDISON AND DALLAS CAT LADY, IN AN AMOUNT NOT TO EXCEED $5,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison, Texas ("City Council") has investigated and determined that it is in the best interest of the Town of Addison, Texas ("Town") to provide a grant of public funds to various non-profit organizations that provide public programs directly benefiting the Town's citizens as well as the general public; and

WHEREAS, the City Council has adopted a non-profit organization donation grant program ("Program") whereby these organizations may apply on an annual basis for public funds that will be used for public purposes within the Town, as determined by the Town; and

WHEREAS, the City Council has authorized funding for the Program in the Town's current fiscal year budget; and

WHEREAS, Dallas Cat Lady submitted a Program application to the Town for consideration; and

WHEREAS, the Town has reviewed the Program application and investigated and determined that the requests set forth in therein are for a public purpose and will benefit its citizens; and

WHEREAS, the Town and Dallas Cat Lady desire to enter into the attached agreement to set forth the terms and conditions regarding Dallas Cat Lady's use of the allocated Program funding.

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

SECTION 1. The recitals set forth above are true and correct and are incorporated as if fully set forth herein.

SECTION 2. The Agreement for Grant Funding between the Town and the Dallas Cat Lady in an amount not to exceed $5,000.00, a copy of which is attached to this Resolution as **Exhibit A,** is hereby approved. The City Manager is hereby authorized to execute said agreement.

SECTION 3. This Resolution shall take effect from and after its date of adoption.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the ***8th*** day of ***OCTOBER 2024*.**

TOWN OF ADDISON, TEXAS

_____
Bruce Arfsten, Mayor

ATTEST:

_____
Valencia Garcia, City Secretary

APPROVED AS TO FORM:

_____
Whitt Wyatt, City Attorney

EXHIBIT A

Docusign Envelope ID: FFF103EA-72A3-4255-ADC4-F47ECF7C232C

STATE OF TEXAS §
§
COUNTY OF DALLAS §

AGREEMENT FOR GRANT FUNDING

This Agreement for Grant Funding ("Agreement") is made and entered into as of the 1st day of October, 2024 by and between the Town of Addison, Texas (the "City") and Dallas Cat Lady (the "Organization").

WITNESSETH:

WHEREAS, the City Council has investigated and determined that it is in the best interest of the City to provide a grant of public funds to various organizations that promote public purposes and benefit the public within the City; and

WHEREAS, the City Council has adopted an application process ("Application") whereby these organizations may apply for public funds that will be used for public purposes within the City, as determined by the City; and

WHEREAS, the Organization submitted an Application to the City for consideration; and

WHEREAS, the City has reviewed the Application, investigated and determined that the requests set forth in the Application are for a public purpose and will benefit its citizens; and

WHEREAS, the City and Organization desire to enter into this Agreement to set forth the terms and conditions regarding the Organization's use of the public funds.

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

I. TERM

The term of this Agreement shall be for a period of one year from the 1st day of October, 20234, through the 30th day of September, 2025, except as otherwise provided for herein, and subject to the earlier termination of this Agreement ("Term"). The Program, hereinafter defined, must be completed during the Term of the Agreement to the satisfaction of the City.

II. GRANT USE

Any Funding received by the Organization pursuant to this Agreement shall be for the benefit of and for the promotion of public purposes within the Addison community and must not conflict with the Organization's Application which is herein incorporated by reference. The Organization shall complete all Programs pursuant to this Agreement. If the Organization determines that any program cannot be completed, it shall immediately inform the City in writing.

Accordingly, the Organization shall complete the following program(s) with the assistance of grant funding received by the City (collectively, the "Program"):

(a) To continue/expand spay/neuter services for stray, feral and adoptable cats. These efforts will help to reduce the stray and feral cat population overwhelming communities and city resources. The goal is to help reduce those numbers; and

(b) To subsidize increased medical costs for those that are rehoming or abandoning their cats because of moves, deaths in the family, economic issues, etc.

The Organization shall submit detailed quarterly Program results to the City listing the expenditures made by the Organization with the Funding received pursuant to this Agreement by the following dates:

January 30, 2025
April 30, 2025
July 30, 2025
October 30, 2025

III. FUNDING

The City shall pay to the Organization the sum of no more than Five Thousand and No/100 Dollars ($5,000.00) ("Funding") as follows: fifty percent (50%) of the Funding shall be paid to the Organization within thirty (30) days of the City's execution of this Agreement, and the remaining fifty percent (50%) of the Funding shall be paid to the Organization on May 30, 2025. However, the Organization may send a written request to the City Manager's Office for an advance of the second fifty percent (50%) distribution prior to May 30, 2025. Approval of such an advance of Funding shall be at the City Manager or City Manager designee's sole discretion. All Funding shall be made contingent upon the Organization's compliance with the Agreement terms and conditions herein. Funding shall never carry over into the subsequent fiscal year. If the Organization fails to complete any Program within the Term, the Organization shall immediately inform the City in writing.

The Funding shall be paid solely from lawfully available funds. Under no circumstances shall the obligations of the City hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. The Funding shall be paid from funds of the City consistent with Article III, Section 52(a) of the Texas Constitution. Further, the City shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by the Organization. None of the obligations of the City under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

IV. RESPONSIBILITY; INDEMNIFICATION

(A) THE ORGANIZATION AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM THE PERFORMANCE OF THE PROGRAM PERFORMED AND TO BE PERFORMED HEREUNDER BY THE ORGANIZATION OR BY ITS OFFICIALS,

OFFICERS, EMPLOYEES, OWNERS, MEMBERS, AGENTS, SERVANTS, INVITEES, GUESTS, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

(B) INDEMNITY OWED BY THE ORGANIZATION. THE ORGANIZATION COVENANTS AND AGREES TO FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN OF ADDISON, TEXAS AND THE ELECTED AND APPOINTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE TOWN OF ADDISON, TEXAS, INDIVIDUALLY OR COLLECTIVELY, IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES (THE TOWN OF ADDISON, TEXAS AND THE ELECTED AND APPOINTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE TOWN OF ADDISON, TEXAS EACH BEING AN "ADDISON PERSON" AND COLLECTIVELY THE "ADDISON PERSONS"), FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, HARM, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, JUDGMENTS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY, AND SUITS, OF ANY KIND AND NATURE WHATSOEVER MADE UPON OR INCURRED BY ANY ADDISON PERSON, WHETHER DIRECTLY OR INDIRECTLY, (THE "CLAIMS"), THAT ARISE OUT OF, RESULT FROM, OR RELATE TO: (1) THE PROGRAM AS DESCRIBED IN SECTION II OF THIS AGREEMENT; (2) REPRESENTATIONS OR WARRANTIES BY THE ORGANIZATION UNDER THIS AGREEMENT; AND/OR (3) ANY OTHER ACT OR OMISSION UNDER OR IN PERFORMANCE OF THIS AGREEMENT BY THE ORGANIZATION, OR ANY OWNER, OFFICER, DIRECTOR, MANAGER, EMPLOYEE, AGENT, REPRESENTATIVE, CONSULTANT, CONTRACTOR, SUBCONTRACTOR, LICENSEE, INVITEE, PATRON, GUEST, CUSTOMER, OR CONCESSIONAIRE OF OR FOR THE ORGANIZATION, OR ANY OTHER PERSON OR ENTITY FOR WHOM THE ORGANIZATION IS LEGALLY RESPONSIBLE, AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES, PATRONS, GUESTS, CUSTOMERS, AND CONCESSIONAIRES. SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

THE ORGANIZATION SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST ANY ADDISON PERSON OR THE ORGANIZATION RELATED TO OR ARISING OUT OF THE ORGANIZATION'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE ORGANIZATION'S SOLE COST AND EXPENSE (NOT TO EXCEED $350.00 PER HOUR). THE ADDISON PERSONS SHALL HAVE THE RIGHT, AT THE ADDISON PERSONS' OPTION AND AT OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING THE ORGANIZATION OF ANY OF ITS OBLIGATIONS HEREUNDER.

THE PROVISIONS OF THIS SECTION IV, INCLUDING THE DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION, AND ANY OTHER DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SET FORTH IN THIS AGREEMENT, SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

V. TERMINATION

This Agreement may be canceled and terminated by either party at any time and for any reason or no reason upon giving at least thirty (30) days written notice to the other party hereto. Notice of termination shall be sent in compliance with Section XVII herein. IMMEDIATELY UPON TERMINATION OF THIS AGREEMENT, ANY FUNDING NOT PROPERLY ALLOCATED TO THE PROGRAM HEREIN, AS DETERMINED BY THE CITY IN ITS SOLE DISCRETION, SHALL BE RETURNED.

Upon Agreement termination and payment or tender of any refund, all obligations of the Organization under this Agreement shall be discharged, except as otherwise provided herein (e.g., obligations surviving termination of this Agreement). After which, no action shall lie or accrue for additional benefit, consideration or value for or based upon the Program performed under or pursuant to this Agreement.

VI. CONFLICT OF INTEREST

(a) No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, from this Agreement or the proceeds thereof. This prohibition is not intended and should not be construed to preclude payment of expenses legitimately incurred by City officials in the conduct of the City's business. No officer, employee, representative, or volunteer of the Organization shall have any financial interest, direct or indirect, in this Agreement or the proceeds hereof.

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

VII. ACCOUNTING

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

Funding received hereunder may be spent for day-to-day operations, supplies, salaries and administrative costs (including the completion of a compilation report), provided that such costs are necessary for Program completion purposes, for which the Funding may be used as described herein.

The Organization shall maintain complete and accurate financial records of all revenues, expenses, assets and liabilities, including, without limitation, each expenditure of Funding received pursuant to this Agreement. Financial records shall be sent to the City quarterly in the form of both a profit-loss statement and balance sheet in accord with generally accepted accounting principles (GAAP). Upon request by the City, the Organization shall make its financial records available for inspection and review by the City or its designated representative(s).

Within ninety (90) days of the end of the Organization's fiscal year, the Organization shall provide the City with a financial statement signed by the Chairman of the Organization's Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, at the Organization's expense, setting forth the Organization's income, expenses, assets and liabilities. SUCH OBLIGATION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. If this Agreement is terminated prior to its expiration, the Organization shall provide such reports as required for the City for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof.

All application materials, financial information, quarterly (or other) reports, any other information described herein or required hereunder, and general correspondence with the City must be submitted to the City in electronic format to the City email address specified in the application packet. Additionally, the City may require that such materials, information, reports, and correspondence also be provided to the City in a hard-copy, non-electronic format.

VIII. ADDITIONAL REQUIREMENTS OF THE ORGANIZATION

The Organization agrees to the following:

(a) The City may conduct an on-site visit to the Organization during the Term;

(b) Within thirty (30) days of the City's execution of this Agreement, the Organization shall provide to the City a current list of all Organization board members and a schedule of all board meetings. A representative from the City may choose to attend any scheduled board meetings. The City shall be immediately notified in writing of any changes to the schedule; and

(c) The City, through its official logo(s), shall be prominently recognized as a supporter of the Organization in all marketing materials produced or published by the Organization during the term hereof (including all print and digital marketing materials regardless of platform). The Organization shall notify the City in writing of its intent to produce or publish any such marketing materials and provide the City a reasonable opportunity to elect to have its logo(s) removed from the materials prior to publication. The Organization shall use the City's designated logo(s) in strict conformance with the City's currently adopted branding guidelines. The City hereby grants the Organization a limited, non-exclusive license to use the City's logo solely for the foregoing purposes and the trade names, trademarks, service marks, logos, designs, identification, decals, artwork and other symbols and devises associated with the City ("City Marks") shall at all times remain the sole and exclusive property of the City. The Organization shall not license, sublicense, or use the City Marks in any manner, other than as expressly permitted in this subsection (c), without the prior written approval of the City.

IX. INDEPENDENT CONTRACTOR

In completing the Program under this Agreement, the relationship between the City and the Organization is that of independent contractor, and the City and the Organization by the execution of this Agreement do not change the independent status of the Organization. The Organization is an independent contractor, and no term or provision of this Agreement or action by the Organization in the performance of this Agreement is intended nor shall be construed as making the Organization the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship, or to allow the City to exercise discretion or control over the manner in which the Organization performs the Program which is described in this Agreement.

X. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

The parties agree the Organization has no authority to assign, transfer, or otherwise convey, by any means whatsoever, this Agreement or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the City. Any attempted assignment, transfer, or other conveyance of this Agreement without such approval shall be null and void and be cause for immediate termination of this Agreement by the City.

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

XI. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

Nothing contained in this Agreement shall be deemed to constitute that the City and the Organization are partners or joint ventures with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Agreement creates, a joint enterprise.

XII. NON-DISCRIMINATION

During the term of this Agreement, the Organization agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex (as defined by applicable state and federal law), religion, ancestry, national origin, disability, veteran status, place of birth, or handicap.

XIII. LEGAL COMPLIANCE; AGREEMENT SUBJECT TO LAWS; RECITALS

The Organization shall observe and abide by, and this Agreement is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies (including, without limitation, the Charter and Ordinances of the City), as the same currently exist or as they may be hereafter amended.

The Organization acknowledges that any and all records of the Organization, including but not limited to documents which describe, relate to, convey and/or illustrate the obligations, terms and conditions set forth in this Agreement may be subject to the Texas Public Information Act (the "Act"),

Texas Government Code Chapter 552, as amended. The Organization agrees to fully and promptly cooperate with the City in responding to requests for information received by the City for the foregoing information pursuant to the Act. In the event the Organization determines that any of its information responsive to a request under the Act is confidential and/or exempt from disclosure to the public under the provisions of the Act, the Organization shall, at its cost, be solely responsible for asserting arguments to the Office of the Attorney General pursuant to §552.305(b) of the Act, and for filing any and all subsequent appeals relating to an opinion of the Texas Attorney General that requires disclosure of the Organization's confidential information. Notwithstanding the foregoing, the Organization agrees that the City may, but shall be under no obligation to, submit arguments to the Attorney General relating to reasons the Organization's confidential information is exempt from disclosure to the public under the Act, regardless of whether the Organization has asserted its own arguments to the Attorney General.

The above and foregoing recitals to this Agreement are true and correct and incorporated herein and made a part hereof.

XIV. VENUE; GOVERNING LAW

In the event of any action under this Agreement, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

XV. COUNTERPARTS

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

XVI. NO WAIVER; RIGHTS CUMULATIVE

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

XVII. NOTICES

All notices, communications and reports, required or permitted under this Agreement shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and the Organization agree to provide the other with written notification within five (5) days, if the address for notices, provided below, is

changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

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

The Organization's address:
Leigh Sessler
Dallas Cat Lady
P.O. Box 181671
Dallas, Texas 75218

Email Address for Financial Reports:
ivillalta@addisontx.gov

XVIII. SEVERABILITY

The terms of this Agreement are severable, and if any section, paragraph, clause, or other portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Agreement initially.

XIX. AUTHORITY TO EXECUTE AGREEMENT

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

XX. ENTIRE AGREEMENT

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

XXI. SOVEREIGN IMMUNITY

The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

XXII. NO BOYCOTT ISRAEL

Pursuant to Texas Government Code Chapter 2270, Organization's execution of this Agreement shall serve as verification that the Organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement.

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

TOWN OF ADDISON, TEXAS	**DALLAS CAT LADY**
By:_____	By:_____
David Gaines, City Manager	Ms. Leigh Sessler, Exec. Director
Date:_____	Date: 9/25/2024

City Council (FY24) **4. c.**

Meeting Date: 10/08/2024

Department: Finance

Key Focus Areas: Community Engagement

AGENDA CAPTION:

Consider action on a Resolution approving a Grant Funding Agreement between the Town of Addison and Dallas County Mental Health & Retardation d/b/a Metrocare Services and authorizing the City Manager to execute the Grant Funding Agreement in an amount not to exceed $2,500.

BACKGROUND:

Town staff has developed a grant funding process that allows non-profit organizations operating within the Town of Addison to submit a request for funds for their organization that directly enhances the Town. Town staff and Council evaluate applications for respective organizations individually. Town staff reviews all applicable financials of the non-profit organizations and verifies the organization is in good standing with both the IRS and Texas Secretary of State. To clearly reflect the impact of the grant to Addison and non-Addison residents, Quarterly Grant Reports are required by all non-profit organizations through the end of the Town's Fiscal Year. The Quarterly Grant Reports contain the non-profit organization’s goals, objectives and performance measures as identified in the Grant Uses section of the agreement. Financial statements may or may not be required, but Town staff can request them at any time.

The Dallas County Mental Health & Retardation d/b/a Metrocare Services submitted an application to the Town requesting $17,000 for Fiscal Year 2025. During the Council Budget Work Session on August 6-7, 2024, Council discussed grant funding allocations for multiple non-profits included in the Fiscal Year 2025 budget. During the discussion about Metrocare Services, Council directed staff to grant Metrocare Services $2,500. The Town has reviewed and evaluated the application and determined that the non-profit organization’s request outlined in the application is for a public purpose that directly enhances the Town of Addison.

The Dallas County Mental Health & Retardation d/b/a Metrocare Services grant funding agreement is included as an attachment to this agenda item.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - 2025 Metrocare GFA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT FOR GRANT FUNDING BETWEEN THE TOWN OF ADDISON AND DALLAS COUNTY MHMR D/B/A METROCARE SERVICES, IN AN AMOUNT NOT TO EXCEED $2,500.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison, Texas ("City Council") has investigated and determined that it is in the best interest of the Town of Addison, Texas ("Town") to provide a grant of public funds to various non-profit organizations that provide public programs directly benefiting the Town's citizens as well as the general public; and

WHEREAS, the City Council has adopted a non-profit organization donation grant program ("Program") whereby these organizations may apply on an annual basis for public funds that will be used for public purposes within the Town, as determined by the Town; and

WHEREAS, the City Council has authorized funding for the Program in the Town's current fiscal year budget; and

WHEREAS, Dallas County MHMR d/b/a Metrocare Services submitted a Program application to the Town for consideration; and

WHEREAS, the Town has reviewed the Program application and investigated and determined that the requests set forth in therein are for a public purpose and will benefit its citizens; and

WHEREAS, the Town and Dallas County MHMR d/b/a Metrocare Services desire to enter into the attached agreement to set forth the terms and conditions regarding Dallas County MHMR d/b/a Metrocare Services' use of the allocated Program funding.

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

SECTION 1. The recitals set forth above are true and correct and are incorporated as if fully set forth herein.

SECTION 2. The Agreement for Grant Funding between the Town and the Dallas County MHMR d/b/a Metrocare Services in an amount not to exceed $2,500.00, a copy of which is attached to this Resolution as **Exhibit A,** is hereby approved. The City Manager is hereby authorized to execute said agreement.

SECTION 3. This Resolution shall take effect from and after its date of adoption.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the ***8th*** day of ***OCTOBER 2024*.**

TOWN OF ADDISON, TEXAS

_____
Bruce Arfsten, Mayor

ATTEST:

_____
Valencia Garcia, City Secretary

APPROVED AS TO FORM:

_____
Whitt Wyatt, City Attorney

EXHIBIT A

Docusign Envelope ID: 3D60A905-96A0-4C0F-AB09-9FB79B05707E

STATE OF TEXAS	§	
	§	**AGREEMENT FOR GRANT FUNDING**
COUNTY OF DALLAS	§	

This Agreement for Grant Funding ("Agreement") is made and entered into as of the 1st day of October, 2024 by and between the Town of Addison, Texas (the "City") and Dallas County MHMR d/b/a Metrocare Services (the "Organization").

WITNESSETH:

WHEREAS, the City Council has investigated and determined that it is in the best interest of the City to provide a grant of public funds to various organizations that promote public purposes and benefit the public within the City; and

WHEREAS, the City Council has adopted an application process ("Application") whereby these organizations may apply for public funds that will be used for public purposes within the City, as determined by the City; and

WHEREAS, the Organization submitted an Application to the City for consideration; and

WHEREAS, the City has reviewed the Application, investigated and determined that the requests set forth in the Application are for a public purpose and will benefit its citizens; and

WHEREAS, the City and Organization desire to enter into this Agreement to set forth the terms and conditions regarding the Organization's use of the public funds.

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

I. TERM

The term of this Agreement shall be for a period of one year from the 1st day of October, 2024, through the 30th day of September, 2025, except as otherwise provided for herein, and subject to the earlier termination of this Agreement ("Term"). The Program, hereinafter defined, must be completed during the Term of the Agreement to the satisfaction of the City.

II. GRANT USE

Any Funding received by the Organization pursuant to this Agreement shall be for the benefit of and for the promotion of public purposes within the Addison community and must not conflict with the Organization's Application which is herein incorporated by reference. The Organization shall complete all Programs pursuant to this Agreement. If the Organization determines that any program cannot be completed, it shall immediately inform the City in writing.

Accordingly, the Organization shall complete the following program(s) with the assistance of grant funding received by the City (collectively, the "Program"):

a) Eliminate financial barriers to mental health care for veterans and their families in Addison;

b) Fund treatment episodes to ensure necessary mental health services are available; and

c) Foster resilience and positive outcomes for veterans navigating post-military life.

The Organization shall submit detailed quarterly Program results to the City listing the expenditures made by the Organization with the Funding received pursuant to this Agreement by the following dates:

January 30, 2025
April 30, 2025
July 30, 2025
October 30, 2025

III. FUNDING

The City shall pay to the Organization the sum of no more than Two Thousand Five Hundred and No/100 Dollars ($2,500.00) ("Funding") as follows: fifty percent (50%) of the Funding shall be paid to the Organization within thirty (30) days of the City's execution of this Agreement, and the remaining fifty percent (50%) of the Funding shall be paid to the Organization on May 30, 2025. However, the Organization may send a written request to the City Manager's Office for an advance of the second fifty percent (50%) distribution prior to May 30, 2025. Approval of such an advance of Funding shall be at the City Manager or City Manager designee's sole discretion. All Funding shall be made contingent upon the Organization's compliance with the Agreement terms and conditions herein. Funding shall never carry over into the subsequent fiscal year. If the Organization fails to complete any Program within the Term, the Organization shall immediately inform the City in writing.

The Funding shall be paid solely from lawfully available funds. Under no circumstances shall the obligations of the City hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. The Funding shall be paid from funds of the City consistent with Article III, Section 52(a) of the Texas Constitution. Further, the City shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by the Organization. None of the obligations of the City under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

IV. RESPONSIBILITY; INDEMNIFICATION

(A) THE ORGANIZATION AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR

FROM THE PERFORMANCE OF THE PROGRAM PERFORMED AND TO BE PERFORMED HEREUNDER BY THE ORGANIZATION OR BY ITS OFFICIALS, OFFICERS, EMPLOYEES, OWNERS, MEMBERS, AGENTS, SERVANTS, INVITEES, GUESTS, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

(B) INDEMNITY OWED BY THE ORGANIZATION. THE ORGANIZATION COVENANTS AND AGREES TO FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN OF ADDISON, TEXAS AND THE ELECTED AND APPOINTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE TOWN OF ADDISON, TEXAS, INDIVIDUALLY OR COLLECTIVELY, IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES (THE TOWN OF ADDISON, TEXAS AND THE ELECTED AND APPOINTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE TOWN OF ADDISON, TEXAS EACH BEING AN "ADDISON PERSON" AND COLLECTIVELY THE "ADDISON PERSONS"), FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, HARM, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, JUDGMENTS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY, AND SUITS, OF ANY KIND AND NATURE WHATSOEVER MADE UPON OR INCURRED BY ANY ADDISON PERSON, WHETHER DIRECTLY OR INDIRECTLY, (THE "CLAIMS"), THAT ARISE OUT OF, RESULT FROM, OR RELATE TO: (1) THE PROGRAM AS DESCRIBED IN SECTION II OF THIS AGREEMENT; (2) REPRESENTATIONS OR WARRANTIES BY THE ORGANIZATION UNDER THIS AGREEMENT; AND/OR (3) ANY OTHER ACT OR OMISSION UNDER OR IN PERFORMANCE OF THIS AGREEMENT BY THE ORGANIZATION, OR ANY OWNER, OFFICER, DIRECTOR, MANAGER, EMPLOYEE, AGENT, REPRESENTATIVE, CONSULTANT, CONTRACTOR, SUBCONTRACTOR, LICENSEE, INVITEE, PATRON, GUEST, CUSTOMER, OR CONCESSIONAIRE OF OR FOR THE ORGANIZATION, OR ANY OTHER PERSON OR ENTITY FOR WHOM THE ORGANIZATION IS LEGALLY RESPONSIBLE, AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES, PATRONS, GUESTS, CUSTOMERS, AND CONCESSIONAIRES. SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

THE ORGANIZATION SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST ANY ADDISON PERSON OR THE ORGANIZATION RELATED TO OR ARISING OUT OF THE ORGANIZATION'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE ORGANIZATION'S SOLE COST AND EXPENSE (NOT TO EXCEED $350.00 PER HOUR). THE ADDISON PERSONS SHALL HAVE THE RIGHT, AT THE ADDISON PERSONS' OPTION AND AT OWN EXPENSE, TO

PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING THE ORGANIZATION OF ANY OF ITS OBLIGATIONS HEREUNDER.
THE PROVISIONS OF THIS SECTION IV, INCLUDING THE DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION, AND ANY OTHER DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SET FORTH IN THIS AGREEMENT, SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

V. TERMINATION

This Agreement may be canceled and terminated by either party at any time and for any reason or no reason upon giving at least thirty (30) days written notice to the other party hereto. Notice of termination shall be sent in compliance with Section XVII herein. IMMEDIATELY UPON TERMINATION OF THIS AGREEMENT, ANY FUNDING NOT PROPERLY ALLOCATED TO THE PROGRAM HEREIN, AS DETERMINED BY THE CITY IN ITS SOLE DISCRETION, SHALL BE RETURNED.

Upon Agreement termination and payment or tender of any refund, all obligations of the Organization under this Agreement shall be discharged, except as otherwise provided herein (e.g., obligations surviving termination of this Agreement). After which, no action shall lie or accrue for additional benefit, consideration or value for or based upon the Program performed under or pursuant to this Agreement.

VI. CONFLICT OF INTEREST

(a) No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, from this Agreement or the proceeds thereof. This prohibition is not intended and should not be construed to preclude payment of expenses legitimately incurred by City officials in the conduct of the City's business. No officer, employee, representative, or volunteer of the Organization shall have any financial interest, direct or indirect, in this Agreement or the proceeds hereof.

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

VII. ACCOUNTING

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

Funding received hereunder may be spent for day-to-day operations, supplies, salaries and administrative costs (including the completion of a compilation report), provided that such costs are necessary for Program completion purposes, for which the Funding may be used as described herein.

The Organization shall maintain complete and accurate financial records of all revenues, expenses, assets and liabilities, including, without limitation, each expenditure of Funding received pursuant to this Agreement. Financial records shall be sent to the City quarterly in the form of both a profit-loss statement and balance sheet in accord with generally accepted accounting principles (GAAP). Upon request by the City, the Organization shall make its financial records available for inspection and review by the City or its designated representative(s).

Within ninety (90) days of the end of the Organization's fiscal year, the Organization shall provide the City with a financial statement signed by the Chairman of the Organization's Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, at the Organization's expense, setting forth the Organization's income, expenses, assets and liabilities. SUCH OBLIGATION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. If this Agreement is terminated prior to its expiration, the Organization shall provide such reports as required for the City for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof.

All application materials, financial information, quarterly (or other) reports, any other information described herein or required hereunder, and general correspondence with the City must be submitted to the City in electronic format to the City email address specified in the application packet. Additionally, the City may require that such materials, information, reports, and correspondence also be provided to the City in a hard-copy, non-electronic format.

VIII. ADDITIONAL REQUIREMENTS OF THE ORGANIZATION

The Organization agrees to the following:

(a) The City may conduct an on-site visit to the Organization during the Term;

(b) Within thirty (30) days of the City's execution of this Agreement, the Organization shall provide to the City a current list of all Organization board members and a schedule of all board meetings. A representative from the City may choose to attend any scheduled board meetings. The City shall be immediately notified in writing of any changes to the schedule; and

(c) The City, through its official logo(s), shall be prominently recognized as a supporter of the Organization in all marketing materials produced or published by the Organization during the term hereof (including all print and digital marketing materials regardless of platform). The Organization shall notify the City in writing of its intent to produce or publish any such marketing materials and provide the City a reasonable opportunity to elect to have its logo(s) removed from the materials prior to publication. The Organization shall use the City's designated logo(s) in strict conformance with the City's currently adopted branding guidelines. The City hereby grants the Organization a limited, non-exclusive license to use the City's logo solely for the foregoing purposes and the trade names, trademarks, service marks, logos, designs, identification, decals, artwork and other symbols and

devises associated with the City ("City Marks") shall at all times remain the sole and exclusive property of the City. The Organization shall not license, sublicense, or use the City Marks in any manner, other than as expressly permitted in this subsection (c), without the prior written approval of the City.

IX. INDEPENDENT CONTRACTOR

In completing the Program under this Agreement, the relationship between the City and the Organization is that of independent contractor, and the City and the Organization by the execution of this Agreement do not change the independent status of the Organization. The Organization is an independent contractor, and no term or provision of this Agreement or action by the Organization in the performance of this Agreement is intended nor shall be construed as making the Organization the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship, or to allow the City to exercise discretion or control over the manner in which the Organization performs the Program which is described in this Agreement.

X. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

The parties agree the Organization has no authority to assign, transfer, or otherwise convey, by any means whatsoever, this Agreement or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the City. Any attempted assignment, transfer, or other conveyance of this Agreement without such approval shall be null and void and be cause for immediate termination of this Agreement by the City.

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

XI. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

Nothing contained in this Agreement shall be deemed to constitute that the City and the Organization are partners or joint ventures with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Agreement creates, a joint enterprise.

XII. NON-DISCRIMINATION

During the term of this Agreement, the Organization agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex (as defined by applicable state and federal law), religion, ancestry, national origin, disability, veteran status, place of birth, or handicap.

XIII. LEGAL COMPLIANCE; AGREEMENT SUBJECT TO LAWS; RECITALS

The Organization shall observe and abide by, and this Agreement is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies (including, without limitation, the Charter and Ordinances of the City), as the same currently exist or as they may be hereafter amended.

The Organization acknowledges that any and all records of the Organization, including but not limited to documents which describe, relate to, convey and/or illustrate the obligations, terms and conditions set forth in this Agreement may be subject to the Texas Public Information Act (the "Act"), Texas Government Code Chapter 552, as amended. The Organization agrees to fully and promptly cooperate with the City in responding to requests for information received by the City for the foregoing information pursuant to the Act. In the event the Organization determines that any of its information responsive to a request under the Act is confidential and/or exempt from disclosure to the public under the provisions of the Act, the Organization shall, at its cost, be solely responsible for asserting arguments to the Office of the Attorney General pursuant to §552.305(b) of the Act, and for filing any and all subsequent appeals relating to an opinion of the Texas Attorney General that requires disclosure of the Organization's confidential information. Notwithstanding the foregoing, the Organization agrees that the City may, but shall be under no obligation to, submit arguments to the Attorney General relating to reasons the Organization's confidential information is exempt from disclosure to the public under the Act, regardless of whether the Organization has asserted its own arguments to the Attorney General.

The above and foregoing recitals to this Agreement are true and correct and incorporated herein and made a part hereof.

XIV. VENUE; GOVERNING LAW

In the event of any action under this Agreement, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

XV. COUNTERPARTS

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

XVI. NO WAIVER; RIGHTS CUMULATIVE

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

XVII. NOTICES

All notices, communications and reports, required or permitted under this Agreement shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and the Organization agree to provide the other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

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

Email Address for Financial Reports:
ivillalta@addisontx.gov

The Organization's address:
Dr. John W. Burruss
Dallas County MHMR
d/b/a Metrocare Services

1345 River Bend Drive, Suite 200
Dallas Texas 75247

XVIII. SEVERABILITY

The terms of this Agreement are severable, and if any section, paragraph, clause, or other portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Agreement initially.

XIX. AUTHORITY TO EXECUTE AGREEMENT

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

XX. ENTIRE AGREEMENT

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

XXI. SOVEREIGN IMMUNITY

The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

XXII. NO BOYCOTT ISRAEL

Pursuant to Texas Government Code Chapter 2270, Organization's execution of this Agreement shall serve as verification that the Organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement.

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

TOWN OF ADDISON, TEXAS	METROCARE SERVICES
By:_____	By: DocuSigned by: John W. Burruss, M.D.
David Gaines, City Manager	Dr. John W. Burruss, President & CEO
Date:_____	Date: 9/27/2024

City Council (FY24) **4. d.**

Meeting Date: 10/08/2024

Department: Finance

Key Focus Areas: Community Engagement

AGENDA CAPTION:

Consider Action on a Resolution Approving a Grant Funding Agreement Between the Town of Addison and Metrocrest Services and Authorizing the City Manager to Execute the Grant Funding Agreement in an Amount Not to Exceed $162,721

BACKGROUND:

Town staff has developed a grant funding process that allows non-profit organizations operating within the Town of Addison to submit a request for funds for their organization that directly enhances the Town. Town staff and Council evaluate applications for respective organizations individually. Town staff reviews all applicable financials of the non-profit organizations and verifies the organization is in good standing with both the IRS and Texas Secretary of State. To clearly reflect the impact of the grant to Addison and non-Addison residents, Quarterly Grant Reports are required by all non-profit organizations through the end of the Town's Fiscal Year. The Quarterly Grant Reports contain the non-profit organization’s goals, objectives and performance measures as identified in the Grant Uses section of the agreement. Financial statements may or may not be required, but Town staff can request them at any time.

Metrocrest Services submitted an application to the Town requesting $162,721 for Fiscal Year 2025. During the Council Budget Work Session on August 6-7, 2024, Council discussed grant funding allocations for multiple non-profits included in the Fiscal Year 2025 budget. Metrocrest Services presented its grant request to the Council on August 13th and on August 27th Council directed staff to include grant funding of $162,721 for Metrocrest Services in the fiscal year 2025 budget which was adopted by Council on September 10th. Town Staff has reviewed and evaluated the application and determined that the non-profit organization’s request outlined in the application is for a public purpose that directly enhances the Town of Addison.

Metrocrest Services grant funding agreement is included as an attachment to this agenda item.

RECOMMENDATION:

Admininstration recommends approval.

Attachments

Resolution - 2025 Metrocrest Services GFA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT FOR GRANT FUNDING BETWEEN THE TOWN OF ADDISON AND METROCREST SERVICES, IN AN AMOUNT NOT TO EXCEED $162,721.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison, Texas ("City Council") has investigated and determined that it is in the best interest of the Town of Addison, Texas ("Town") to provide a grant of public funds to various non-profit organizations that provide public programs directly benefiting the Town's citizens as well as the general public; and

WHEREAS, the City Council has adopted a non-profit organization donation grant program ("Program") whereby these organizations may apply on an annual basis for public funds that will be used for public purposes within the Town, as determined by the Town; and

WHEREAS, the City Council has authorized funding for the Program in the Town's current fiscal year budget; and

WHEREAS, Metrocrest Services submitted a Program application to the Town for consideration; and

WHEREAS, the Town has reviewed the Program application and investigated and determined that the requests set forth in therein are for a public purpose and will benefit its citizens; and

WHEREAS, the Town and Metrocrest Services desire to enter into the attached agreement to set forth the terms and conditions regarding Metrocrest Services' use of the allocated Program funding.

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

SECTION 1. The recitals set forth above are true and correct and are incorporated as if fully set forth herein.

SECTION 2. The Agreement for Grant Funding between the Town and the Metrocrest Services in an amount not to exceed $162,721.00, a copy of which is attached to this Resolution as **Exhibit A,** is hereby approved. The City Manager is hereby authorized to execute said agreement.

SECTION 3. This Resolution shall take effect from and after its date of adoption.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the ***8th*** day of ***OCTOBER 2024*.**

TOWN OF ADDISON, TEXAS

_____
Bruce Arfsten, Mayor

ATTEST:

_____
Valencia Garcia, City Secretary

APPROVED AS TO FORM:

_____
Whitt Wyatt, City Attorney

EXHIBIT A

Docusign Envelope ID: 4CE5F725-DCAD-4FD6-8E17-4F42432C0C36

STATE OF TEXAS §
§ AGREEMENT FOR GRANT FUNDING
COUNTY OF DALLAS §

This Agreement for Grant Funding ("Agreement") is made and entered into as of the 1st day of October, 2024 by and between the Town of Addison, Texas (the "City") and Metrocrest Services (the "Organization").

WITNESSETH:

WHEREAS, the City Council has investigated and determined that it is in the best interest of the City to provide a grant of public funds to various organizations that promote public purposes and benefit the public within the City; and

WHEREAS, the City Council has adopted an application process ("Application") whereby these organizations may apply for public funds that will be used for public purposes within the City, as determined by the City; and

WHEREAS, the Organization submitted an Application to the City for consideration; and

WHEREAS, the City has reviewed the Application, investigated and determined that the requests set forth in the Application are for a public purpose and will benefit its citizens; and

WHEREAS, the City and Organization desire to enter into this Agreement to set forth the terms and conditions regarding the Organization's use of the public funds.

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

I. TERM

The term of this Agreement shall be for a period of one year from the 1st day of October, 2024, through the 30th day of September, 2025, except as otherwise provided for herein, and subject to the earlier termination of this Agreement ("Term"). The Program, hereinafter defined, must be completed during the Term of the Agreement to the satisfaction of the City.

II. GRANT USE

Any Funding received by the Organization pursuant to this Agreement shall be for the benefit of and for the promotion of public purposes within the Addison community and must not conflict with the Organization's Application which is herein incorporated by reference. The Organization shall complete all Programs pursuant to this Agreement. If the Organization determines that any program cannot be completed, it shall immediately inform the City in writing.

Accordingly, the Organization shall complete the following program(s) with the assistance of grant funding received by the City (collectively, the "Program"):

(a) Comprehensive bundle of programs to holistically end poverty;
- 1) Housing Stabilization
  - a. Rent and Mortgage Assistance
  - b. Utilities Assistance
- 2) Food Assistance
  - a. Client-Choice Food Pantry
  - b. Mobile Food Pantry
  - c. Seasonal Programs (Thanksgiving, Holidays, and Sack Summer Hunger)
- 3) Financial Empowerment
  - a. Financial Education
  - b. Household Budgeting
- 4) Workforce Development
  - a. Employment Counseling
  - b. Job Fairs
  - c. Certifications through Dallas College
  - d. Computer Lab
- 5) Senior Programs
  - a. Senior and Adults with Disabilities Transportation
  - b. Home Delivered Meals
  - c. Home Safety Modifications
- 6) Educational Programs
  - a. GED Preparation
  - b. ESL Training
  - c. Various Certifications

(b) Homeless Response Program:
- 1) Expand outreach and diversion services to prevent homelessness and connect individuals with necessary resources.
- 2) Foster collaboration with the Town to develop and implement effective homelessness solutions.
- 3) Establish specific reporting mechanisms to evaluate and communicate the impact of services provided to the community.
- 4) Seek additional resources to ensure ongoing support and enhancement of programs aimed at poverty reduction.

The Organization shall submit detailed quarterly Program results to the City listing the expenditures made by the Organization with the Funding received pursuant to this Agreement by the following dates:

January 30, 2025
April 30, 2025
July 30, 2025
October 30, 2025

III. FUNDING

The City shall pay to the Organization the sum of no more than One Hundred Sixty-Two Thousand Seven Hundred Twenty-One and No/100 Dollars ($162,721.00) ("Funding") as follows: fifty percent (50%) of the Funding shall be paid to the Organization within thirty (30) days of the City's execution of this Agreement, and the remaining fifty percent (50%) of the Funding shall be paid to the Organization on May 30, 2025. However, the Organization may send a written request to the City Manager's Office for an advance of the second fifty percent (50%) distribution prior to May 30, 2025. Approval of such an advance of Funding shall be at the City Manager or City Manager designee's sole discretion. All Funding shall be made contingent upon the Organization's compliance with the Agreement terms and conditions herein. Funding shall never carry over into the subsequent fiscal year. If the Organization fails to complete any Program within the Term, the Organization shall immediately inform the City in writing.

The Funding shall be paid solely from lawfully available funds. Under no circumstances shall the obligations of the City hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. The Funding shall be paid from funds of the City consistent with Article III, Section 52(a) of the Texas Constitution. Further, the City shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by the Organization. None of the obligations of the City under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

IV. RESPONSIBILITY; INDEMNIFICATION

(A) THE ORGANIZATION AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM THE PERFORMANCE OF THE PROGRAM PERFORMED AND TO BE PERFORMED HEREUNDER BY THE ORGANIZATION OR BY ITS OFFICIALS, OFFICERS, EMPLOYEES, OWNERS, MEMBERS, AGENTS, SERVANTS, INVITEES, GUESTS, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

(B) INDEMNITY OWED BY THE ORGANIZATION. THE ORGANIZATION COVENANTS AND AGREES TO FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN OF ADDISON, TEXAS AND THE ELECTED AND APPOINTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE TOWN OF ADDISON, TEXAS, INDIVIDUALLY OR COLLECTIVELY, IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES (THE TOWN OF ADDISON, TEXAS AND THE ELECTED AND APPOINTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE TOWN OF ADDISON, TEXAS EACH BEING AN "ADDISON PERSON" AND COLLECTIVELY THE "ADDISON PERSONS"), FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, HARM, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, JUDGMENTS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY, AND SUITS,

OF ANY KIND AND NATURE WHATSOEVER MADE UPON OR INCURRED BY ANY ADDISON PERSON, WHETHER DIRECTLY OR INDIRECTLY, (THE "CLAIMS"), THAT ARISE OUT OF, RESULT FROM, OR RELATE TO: (1) THE PROGRAM AS DESCRIBED IN SECTION II OF THIS AGREEMENT; (2) REPRESENTATIONS OR WARRANTIES BY THE ORGANIZATION UNDER THIS AGREEMENT; AND/OR (3) ANY OTHER ACT OR OMISSION UNDER OR IN PERFORMANCE OF THIS AGREEMENT BY THE ORGANIZATION, OR ANY OWNER, OFFICER, DIRECTOR, MANAGER, EMPLOYEE, AGENT, REPRESENTATIVE, CONSULTANT, CONTRACTOR, SUBCONTRACTOR, LICENSEE, INVITEE, PATRON, GUEST, CUSTOMER, OR CONCESSIONAIRE OF OR FOR THE ORGANIZATION, OR ANY OTHER PERSON OR ENTITY FOR WHOM THE ORGANIZATION IS LEGALLY RESPONSIBLE, AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES, PATRONS, GUESTS, CUSTOMERS, AND CONCESSIONAIRES. SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

THE ORGANIZATION SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST ANY ADDISON PERSON OR THE ORGANIZATION RELATED TO OR ARISING OUT OF THE ORGANIZATION'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE ORGANIZATION'S SOLE COST AND EXPENSE (NOT TO EXCEED $350.00 PER HOUR). THE ADDISON PERSONS SHALL HAVE THE RIGHT, AT THE ADDISON PERSONS' OPTION AND AT OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING THE ORGANIZATION OF ANY OF ITS OBLIGATIONS HEREUNDER.

THE PROVISIONS OF THIS SECTION IV, INCLUDING THE DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION, AND ANY OTHER DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SET FORTH IN THIS AGREEMENT, SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

V. TERMINATION

This Agreement may be canceled and terminated by either party at any time and for any reason or no reason upon giving at least thirty (30) days written notice to the other party hereto. Notice of termination shall be sent in compliance with Section XVII herein. IMMEDIATELY UPON TERMINATION OF THIS AGREEMENT, ANY FUNDING NOT PROPERLY ALLOCATED TO THE PROGRAM HEREIN, AS DETERMINED BY THE CITY IN ITS SOLE DISCRETION, SHALL BE RETURNED.

Upon Agreement termination and payment or tender of any refund, all obligations of the Organization under this Agreement shall be discharged, except as otherwise provided herein (e.g., obligations surviving termination of this Agreement). After which, no action shall lie or accrue for additional benefit, consideration or value for or based upon the Program performed under or pursuant to this Agreement.

VI. CONFLICT OF INTEREST

(a) No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, from this Agreement or the proceeds thereof. This prohibition is not intended and should not be construed to preclude payment of expenses legitimately incurred by City officials in the conduct of the City's business. No officer, employee, representative, or volunteer of the Organization shall have any financial interest, direct or indirect, in this Agreement or the proceeds hereof.

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

VII. ACCOUNTING

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

Funding received hereunder may be spent for day-to-day operations, supplies, salaries and administrative costs (including the completion of a compilation report), provided that such costs are necessary for Program completion purposes, for which the Funding may be used as described herein.

The Organization shall maintain complete and accurate financial records of all revenues, expenses, assets and liabilities, including, without limitation, each expenditure of Funding received pursuant to this Agreement. Financial records shall be sent to the City quarterly in the form of both a profit-loss statement and balance sheet in accord with generally accepted accounting principles (GAAP). Upon request by the City, the Organization shall make its financial records available for inspection and review by the City or its designated representative(s).

Within ninety (90) days of the end of the Organization's fiscal year, the Organization shall provide the City with a financial statement signed by the Chairman of the Organization's Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, at the Organization's expense, setting forth the Organization's income, expenses, assets and liabilities. SUCH OBLIGATION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. If this Agreement is terminated prior to its expiration, the Organization

shall provide such reports as required for the City for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof.

All application materials, financial information, quarterly (or other) reports, any other information described herein or required hereunder, and general correspondence with the City must be submitted to the City in electronic format to the City email address specified in the application packet. Additionally, the City may require that such materials, information, reports, and correspondence also be provided to the City in a hard-copy, non-electronic format.

VIII. ADDITIONAL REQUIREMENTS OF THE ORGANIZATION

The Organization agrees to the following:

(a) The City may conduct an on-site visit to the Organization during the Term;

(b) Within thirty (30) days of the City's execution of this Agreement, the Organization shall provide to the City a current list of all Organization board members and a schedule of all board meetings. A representative from the City may choose to attend any scheduled board meetings. The City shall be immediately notified in writing of any changes to the schedule; and

(c) The City, through its official logo(s), shall be prominently recognized as a supporter of the Organization in all marketing materials produced or published by the Organization during the term hereof (including all print and digital marketing materials regardless of platform). The Organization shall notify the City in writing of its intent to produce or publish any such marketing materials and provide the City a reasonable opportunity to elect to have its logo(s) removed from the materials prior to publication. The Organization shall use the City's designated logo(s) in strict conformance with the City's currently adopted branding guidelines. The City hereby grants the Organization a limited, non-exclusive license to use the City's logo solely for the foregoing purposes and the trade names, trademarks, service marks, logos, designs, identification, decals, artwork and other symbols and devises associated with the City ("City Marks") shall at all times remain the sole and exclusive property of the City. The Organization shall not license, sublicense, or use the City Marks in any manner, other than as expressly permitted in this subsection (c), without the prior written approval of the City.

IX. INDEPENDENT CONTRACTOR

In completing the Program under this Agreement, the relationship between the City and the Organization is that of independent contractor, and the City and the Organization by the execution of this Agreement do not change the independent status of the Organization. The Organization is an independent contractor, and no term or provision of this Agreement or action by the Organization in the performance of this Agreement is intended nor shall be construed as making the Organization the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship, or to allow the City to exercise discretion or control over the manner in which the Organization performs the Program which is described in this Agreement.

X. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

The parties agree the Organization has no authority to assign, transfer, or otherwise convey, by any means whatsoever, this Agreement or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the City. Any attempted assignment, transfer, or other conveyance of this Agreement without such approval shall be null and void and be cause for immediate termination of this Agreement by the City.

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

XI. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

Nothing contained in this Agreement shall be deemed to constitute that the City and the Organization are partners or joint ventures with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Agreement creates, a joint enterprise.

XII. NON-DISCRIMINATION

During the term of this Agreement, the Organization agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex (as defined by applicable state and federal law), religion, ancestry, national origin, disability, veteran status, place of birth, or handicap.

XIII. LEGAL COMPLIANCE; AGREEMENT SUBJECT TO LAWS; RECITALS

The Organization shall observe and abide by, and this Agreement is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies (including, without limitation, the Charter and Ordinances of the City), as the same currently exist or as they may be hereafter amended.

The Organization acknowledges that any and all records of the Organization, including but not limited to documents which describe, relate to, convey and/or illustrate the obligations, terms and conditions set forth in this Agreement may be subject to the Texas Public Information Act (the "Act"), Texas Government Code Chapter 552, as amended. The Organization agrees to fully and promptly cooperate with the City in responding to requests for information received by the City for the foregoing information pursuant to the Act. In the event the Organization determines that any of its information responsive to a request under the Act is confidential and/or exempt from disclosure to the public under the provisions of the Act, the Organization shall, at its cost, be solely responsible for asserting arguments to the Office of the Attorney General pursuant to §552.305(b) of the Act, and for filing any and all subsequent appeals relating to an opinion of the Texas Attorney General that requires disclosure of the Organization's confidential information. Notwithstanding the foregoing, the Organization agrees that the City may, but shall be under no obligation to, submit arguments to the Attorney General relating to reasons the Organization's confidential information is exempt from disclosure to the public under the Act, regardless of whether the Organization has asserted its own arguments to the Attorney General.

The above and foregoing recitals to this Agreement are true and correct and incorporated herein and made a part hereof.

XIV. VENUE; GOVERNING LAW

In the event of any action under this Agreement, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

XV. COUNTERPARTS

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

XVI. NO WAIVER; RIGHTS CUMULATIVE

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

XVII. NOTICES

All notices, communications and reports, required or permitted under this Agreement shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and the Organization agree to provide the other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

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

The Organization's address:
Mr. Tracy Eubanks
Metrocrest Services
1145 N. Josey Ln.
Carrollton, Texas 75006

Email Address for Financial Reports:
ivillalta@addisontx.gov

XVIII. SEVERABILITY

The terms of this Agreement are severable, and if any section, paragraph, clause, or other portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Agreement initially.

XIX. AUTHORITY TO EXECUTE AGREEMENT

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

XX. ENTIRE AGREEMENT

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

XXI. SOVEREIGN IMMUNITY

The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

XXII. NO BOYCOTT ISRAEL

Pursuant to Texas Government Code Chapter 2270, Organization's execution of this Agreement shall serve as verification that the Organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement.

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

TOWN OF ADDISON, TEXAS	**METROCREST SERVICES**
By:_____	By: Signed by: Tracy Eubanks
David Gaines, City Manager	Mr. Tracy Eubanks, CEO
Date:_____	Date: 9/25/2024

City Council (FY24) **4. e.**

Meeting Date: 10/08/2024

Department: Finance

Key Focus Areas: Community Engagement

AGENDA CAPTION:

Consider action on a Resolution approving a Grant Funding Agreement with On Eagles Wings, Inc. d/b/a Woven Health Clinic and authorizing the City Manager to execute the Grant Funding Agreement in an amount not to exceed $6,500.

BACKGROUND:

Town staff has developed a grant funding process that allows non-profit organizations operating within the Town of Addison to submit a request for funds for their organization that directly enhances the Town. Town staff and Council evaluate applications for respective organizations individually. Town staff reviews all applicable financials of the non-profit organizations and verifies the organization is in good standing with both the IRS and Texas Secretary of State. To clearly reflect the impact of the grant to Addison and non-Addison residents, Quarterly Grant Reports are required by all non-profit organizations through the end of the Town's Fiscal Year. The Quarterly Grant Reports contain the non-profit organization’s goals, objectives and performance measures as identified in the Grant Uses section of the agreement. Financial statements may or may not be required, but Town staff can request them at any time.

On Eagles Wings, Inc. d/b/a Woven Health Clinic submitted an application to the Town requesting $10,000 for Fiscal Year 2025. During the Council Budget Work Session on August 6-7, 2024, Council discussed grant funding allocations for multiple non-profits included in the Fiscal Year 2025 budget. During continued discussions after the budget work session about Woven Health Clinic, Council directed staff to grant Woven Health Clinic $6,500. The Town has reviewed and evaluated the application and determined that the non-profit organization’s request outlined in the application is for a public purpose that directly enhances the Town of Addison.

The On Eagles Wings, Inc. d/b/a Woven Health Clinic grant funding agreement is included as an attachment to this agenda item.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - 2025 Woven Health GFA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT FOR GRANT FUNDING BETWEEN THE TOWN OF ADDISON AND EAGLES WINGS, INC. D/B/A WOVEN HEALTH CLINIC, IN AN AMOUNT NOT TO EXCEED $6,500.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison, Texas ("City Council") has investigated and determined that it is in the best interest of the Town of Addison, Texas ("Town") to provide a grant of public funds to various non-profit organizations that provide public programs directly benefiting the Town's citizens as well as the general public; and

WHEREAS, the City Council has adopted a non-profit organization donation grant program ("Program") whereby these organizations may apply on an annual basis for public funds that will be used for public purposes within the Town, as determined by the Town; and

WHEREAS, the City Council has authorized funding for the Program in the Town's current fiscal year budget; and

WHEREAS, Eagles Wings, Inc. d/b/a Woven Health Clinic submitted a Program application to the Town for consideration; and

WHEREAS, the Town has reviewed the Program application and investigated and determined that the requests set forth in therein are for a public purpose and will benefit its citizens; and

WHEREAS, the Town and Eagles Wings, Inc. d/b/a Woven Health Clinic desire to enter into the attached agreement to set forth the terms and conditions regarding Eagles Wings, Inc. d/b/a Woven Health Clinic's use of the allocated Program funding.

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

SECTION 1. The recitals set forth above are true and correct and are incorporated as if fully set forth herein.

SECTION 2. The Agreement for Grant Funding between the Town and the Eagles Wings, Inc. d/b/a Woven Health Clinic in an amount not to exceed $6,500.00, a copy of which is attached to this Resolution as **Exhibit A,** is hereby approved. The City Manager is hereby authorized to execute said agreement.

SECTION 3. This Resolution shall take effect from and after its date of adoption.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the ***8th*** day of ***OCTOBER 2024*.**

TOWN OF ADDISON, TEXAS

_____
Bruce Arfsten, Mayor

ATTEST:

_____
Valencia Garcia, City Secretary

APPROVED AS TO FORM:

_____
Whitt Wyatt, City Attorney

EXHIBIT A

Docusign Envelope ID: 3DD11C43-DBA3-4BBD-AC46-8DDFF9FDA98C

STATE OF TEXAS §
§ AGREEMENT FOR GRANT FUNDING
COUNTY OF DALLAS §

This Agreement for Grant Funding ("Agreement") is made and entered into as of the 1st day of October, 2024 by and between the Town of Addison, Texas (the "City") and On Eagles Wings, Inc. d/b/a Woven Health Clinic (the "Organization").

WITNESSETH:

WHEREAS, the City Council has investigated and determined that it is in the best interest of the City to provide a grant of public funds to various organizations that promote public purposes and benefit the public within the City; and

WHEREAS, the City Council has adopted an application process ("Application") whereby these organizations may apply for public funds that will be used for public purposes within the City, as determined by the City; and

WHEREAS, the Organization submitted an Application to the City for consideration; and

WHEREAS, the City has reviewed the Application, investigated and determined that the requests set forth in the Application are for a public purpose and will benefit its citizens; and

WHEREAS, the City and Organization desire to enter into this Agreement to set forth the terms and conditions regarding the Organization's use of the public funds.

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

I. TERM

The term of this Agreement shall be for a period of one year from the 1st day of October, 2024, through the 30th day of September, 2025, except as otherwise provided for herein, and subject to the earlier termination of this Agreement ("Term"). The Program, hereinafter defined, must be completed during the Term of the Agreement to the satisfaction of the City.

II. GRANT USE

Any Funding received by the Organization pursuant to this Agreement shall be for the benefit of and for the promotion of public purposes within the Addison community and must not conflict with the Organization's Application which is herein incorporated by reference. The Organization shall complete all Programs pursuant to this Agreement. If the Organization determines that any program cannot be completed, it shall immediately inform the City in writing.

Accordingly, the Organization shall complete the following program(s) with the assistance of grant funding received by the City (collectively, the "Program"):

(a) Funding will be used in part to enhance healthcare equity and inclusivity in Addison by:

1) Providing personalized disease prevention and health evaluations;
2) Providing access to vaccines, medications, and essential supplies;
3) Providing self-monitoring tools and culturally tailored nutrition support;
4) Expanding services and strengthening community engagement.

The Organization shall submit detailed quarterly Program results to the City listing the expenditures made by the Organization with the Funding received pursuant to this Agreement by the following dates:

January 30, 2025
April 30, 2025
July 30, 2025
October 30, 2025

III. FUNDING

The City shall pay to the Organization the sum of no more than Six Thousand Five Hundred and No/100 Dollars ($6,500.00) ("Funding") as follows: fifty percent (50%) of the Funding shall be paid to the Organization within thirty (30) days of the City's execution of this Agreement, and the remaining fifty percent (50%) of the Funding shall be paid to the Organization on May 30, 2025. However, the Organization may send a written request to the City Manager's Office for an advance of the second fifty percent (50%) distribution prior to May 30, 2025. Approval of such an advance of Funding shall be at the City Manager or City Manager designee's sole discretion. All Funding shall be made contingent upon the Organization's compliance with the Agreement terms and conditions herein. Funding shall never carry over into the subsequent fiscal year. If the Organization fails to complete any Program within the Term, the Organization shall immediately inform the City in writing.

The Funding shall be paid solely from lawfully available funds. Under no circumstances shall the obligations of the City hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. The Funding shall be paid from funds of the City consistent with Article III, Section 52(a) of the Texas Constitution. Further, the City shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by the Organization. None of the obligations of the City under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

IV. RESPONSIBILITY; INDEMNIFICATION

(A) THE ORGANIZATION AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES

SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM THE PERFORMANCE OF THE PROGRAM PERFORMED AND TO BE PERFORMED HEREUNDER BY THE ORGANIZATION OR BY ITS OFFICIALS, OFFICERS, EMPLOYEES, OWNERS, MEMBERS, AGENTS, SERVANTS, INVITEES, GUESTS, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

(B) INDEMNITY OWED BY THE ORGANIZATION. THE ORGANIZATION COVENANTS AND AGREES TO FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN OF ADDISON, TEXAS AND THE ELECTED AND APPOINTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE TOWN OF ADDISON, TEXAS, INDIVIDUALLY OR COLLECTIVELY, IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES (THE TOWN OF ADDISON, TEXAS AND THE ELECTED AND APPOINTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE TOWN OF ADDISON, TEXAS EACH BEING AN "ADDISON PERSON" AND COLLECTIVELY THE "ADDISON PERSONS"), FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, HARM, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, JUDGMENTS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY, AND SUITS, OF ANY KIND AND NATURE WHATSOEVER MADE UPON OR INCURRED BY ANY ADDISON PERSON, WHETHER DIRECTLY OR INDIRECTLY, (THE "CLAIMS"), THAT ARISE OUT OF, RESULT FROM, OR RELATE TO: (1) THE PROGRAM AS DESCRIBED IN SECTION II OF THIS AGREEMENT; (2) REPRESENTATIONS OR WARRANTIES BY THE ORGANIZATION UNDER THIS AGREEMENT; AND/OR (3) ANY OTHER ACT OR OMISSION UNDER OR IN PERFORMANCE OF THIS AGREEMENT BY THE ORGANIZATION, OR ANY OWNER, OFFICER, DIRECTOR, MANAGER, EMPLOYEE, AGENT, REPRESENTATIVE, CONSULTANT, CONTRACTOR, SUBCONTRACTOR, LICENSEE, INVITEE, PATRON, GUEST, CUSTOMER, OR CONCESSIONAIRE OF OR FOR THE ORGANIZATION, OR ANY OTHER PERSON OR ENTITY FOR WHOM THE ORGANIZATION IS LEGALLY RESPONSIBLE, AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES, PATRONS, GUESTS, CUSTOMERS, AND CONCESSIONAIRES. SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

THE ORGANIZATION SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST ANY ADDISON PERSON OR THE ORGANIZATION RELATED TO OR ARISING OUT OF THE ORGANIZATION'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE ORGANIZATION'S SOLE COST AND EXPENSE (NOT TO EXCEED $350.00 PER HOUR). THE ADDISON PERSONS SHALL HAVE THE

RIGHT, AT THE ADDISON PERSONS' OPTION AND AT OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING THE ORGANIZATION OF ANY OF ITS OBLIGATIONS HEREUNDER.

THE PROVISIONS OF THIS SECTION IV, INCLUDING THE DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION, AND ANY OTHER DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SET FORTH IN THIS AGREEMENT, SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

V. TERMINATION

This Agreement may be canceled and terminated by either party at any time and for any reason or no reason upon giving at least thirty (30) days written notice to the other party hereto. Notice of termination shall be sent in compliance with Section XVII herein. IMMEDIATELY UPON TERMINATION OF THIS AGREEMENT, ANY FUNDING NOT PROPERLY ALLOCATED TO THE PROGRAM HEREIN, AS DETERMINED BY THE CITY IN ITS SOLE DISCRETION, SHALL BE RETURNED.

Upon Agreement termination and payment or tender of any refund, all obligations of the Organization under this Agreement shall be discharged, except as otherwise provided herein (e.g., obligations surviving termination of this Agreement). After which, no action shall lie or accrue for additional benefit, consideration or value for or based upon the Program performed under or pursuant to this Agreement.

VI. CONFLICT OF INTEREST

(a) No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, from this Agreement or the proceeds thereof. This prohibition is not intended and should not be construed to preclude payment of expenses legitimately incurred by City officials in the conduct of the City's business. No officer, employee, representative, or volunteer of the Organization shall have any financial interest, direct or indirect, in this Agreement or the proceeds hereof.

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

VII. ACCOUNTING

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

Funding received hereunder may be spent for day-to-day operations, supplies, salaries and administrative costs (including the completion of a compilation report), provided that such costs are necessary for Program completion purposes, for which the Funding may be used as described herein.

The Organization shall maintain complete and accurate financial records of all revenues, expenses, assets and liabilities, including, without limitation, each expenditure of Funding received pursuant to this Agreement. Financial records shall be sent to the City quarterly in the form of both a profit-loss statement and balance sheet in accord with generally accepted accounting principles (GAAP). Upon request by the City, the Organization shall make its financial records available for inspection and review by the City or its designated representative(s).

Within ninety (90) days of the end of the Organization's fiscal year, the Organization shall provide the City with a financial statement signed by the Chairman of the Organization's Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, at the Organization's expense, setting forth the Organization's income, expenses, assets and liabilities. SUCH OBLIGATION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. If this Agreement is terminated prior to its expiration, the Organization shall provide such reports as required for the City for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof.

All application materials, financial information, quarterly (or other) reports, any other information described herein or required hereunder, and general correspondence with the City must be submitted to the City in electronic format to the City email address specified in the application packet. Additionally, the City may require that such materials, information, reports, and correspondence also be provided to the City in a hard-copy, non-electronic format.

VIII. ADDITIONAL REQUIREMENTS OF THE ORGANIZATION

The Organization agrees to the following:

(a) The City may conduct an on-site visit to the Organization during the Term;

(b) Within thirty (30) days of the City's execution of this Agreement, the Organization shall provide to the City a current list of all Organization board members and a schedule of all board meetings. A representative from the City may choose to attend any scheduled board meetings. The City shall be immediately notified in writing of any changes to the schedule; and

(c) The City, through its official logo(s), shall be prominently recognized as a supporter of the Organization in all marketing materials produced or published by the Organization during the term hereof (including all print and digital marketing materials regardless of platform). The Organization shall notify the City in writing of its intent to produce or publish any such marketing materials and provide the City a reasonable opportunity to elect to have its logo(s) removed from the materials prior to publication. The Organization shall use the City's designated logo(s) in strict conformance with the City's currently adopted branding guidelines. The City hereby grants the Organization a limited, non-exclusive license to use the City's logo solely for the foregoing purposes and the trade names, trademarks, service marks, logos, designs, identification, decals, artwork and other symbols and

devises associated with the City ("City Marks") shall at all times remain the sole and exclusive property of the City. The Organization shall not license, sublicense, or use the City Marks in any manner, other than as expressly permitted in this subsection (c), without the prior written approval of the City.

IX. INDEPENDENT CONTRACTOR

In completing the Program under this Agreement, the relationship between the City and the Organization is that of independent contractor, and the City and the Organization by the execution of this Agreement do not change the independent status of the Organization. The Organization is an independent contractor, and no term or provision of this Agreement or action by the Organization in the performance of this Agreement is intended nor shall be construed as making the Organization the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship, or to allow the City to exercise discretion or control over the manner in which the Organization performs the Program which is described in this Agreement.

X. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

The parties agree the Organization has no authority to assign, transfer, or otherwise convey, by any means whatsoever, this Agreement or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the City. Any attempted assignment, transfer, or other conveyance of this Agreement without such approval shall be null and void and be cause for immediate termination of this Agreement by the City.

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

XI. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

Nothing contained in this Agreement shall be deemed to constitute that the City and the Organization are partners or joint ventures with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Agreement creates, a joint enterprise.

XII. NON-DISCRIMINATION

During the term of this Agreement, the Organization agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex (as defined by applicable state and federal law), religion, ancestry, national origin, disability, veteran status, place of birth, or handicap.

XIII. LEGAL COMPLIANCE; AGREEMENT SUBJECT TO LAWS; RECITALS

The Organization shall observe and abide by, and this Agreement is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies (including, without

limitation, the Charter and Ordinances of the City), as the same currently exist or as they may be hereafter amended.

The Organization acknowledges that any and all records of the Organization, including but not limited to documents which describe, relate to, convey and/or illustrate the obligations, terms and conditions set forth in this Agreement may be subject to the Texas Public Information Act (the "Act"), Texas Government Code Chapter 552, as amended. The Organization agrees to fully and promptly cooperate with the City in responding to requests for information received by the City for the foregoing information pursuant to the Act. In the event the Organization determines that any of its information responsive to a request under the Act is confidential and/or exempt from disclosure to the public under the provisions of the Act, the Organization shall, at its cost, be solely responsible for asserting arguments to the Office of the Attorney General pursuant to §552.305(b) of the Act, and for filing any and all subsequent appeals relating to an opinion of the Texas Attorney General that requires disclosure of the Organization's confidential information. Notwithstanding the foregoing, the Organization agrees that the City may, but shall be under no obligation to, submit arguments to the Attorney General relating to reasons the Organization's confidential information is exempt from disclosure to the public under the Act, regardless of whether the Organization has asserted its own arguments to the Attorney General.

The above and foregoing recitals to this Agreement are true and correct and incorporated herein and made a part hereof.

XIV. VENUE; GOVERNING LAW

In the event of any action under this Agreement, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

XV. COUNTERPARTS

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

XVI. NO WAIVER; RIGHTS CUMULATIVE

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

XVII. NOTICES

All notices, communications and reports, required or permitted under this Agreement shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and the Organization agree to provide the other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

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

The Organization's address:
Jackie Rakowski On Eagles Wings, Inc.
d/b/a Woven Health Clinic
1 Medical Parkway, Plaza 1, Suite 149
Farmers Branch, Texas 75234

Email Address for Financial Reports:
ivillalta@addisontx.gov

XVIII. SEVERABILITY

The terms of this Agreement are severable, and if any section, paragraph, clause, or other portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Agreement initially.

XIX. AUTHORITY TO EXECUTE AGREEMENT

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

XX. ENTIRE AGREEMENT

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

XXI. SOVEREIGN IMMUNITY

The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

XXII. NO BOYCOTT ISRAEL

Pursuant to Texas Government Code Chapter 2270, Organization's execution of this Agreement shall serve as verification that the Organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement.

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

TOWN OF ADDISON, TEXAS	WOVEN HEALTH CLINIC
By:_____	By: Signed by: Jackie Rakowski [illegible]
David Gaines, City Manager	Jackie Rakowski, Exec. Director
Date:_____	Date: 9/24/2024

City Council (FY24) **4. f.**

Meeting Date: 10/08/2024

Department: Finance
Pillars: Gold Standard in Financial Health
Milestones: Continue development and implementation of the Long-Term Financi Plan

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AGENDA CAPTION:

Consider action on a Resolution adopting an investment strategy and approving brokers, dealers, and financial institutions for fiscal year 2024-2025.

BACKGROUND:

The Public Funds Investment Act (PFIA) requires the Council to annually adopt the Town's Investment Policy. The document has been drafted to comply with all aspects of the PFIA. This policy applies to the investment and management of all funds of the Town. Direct management responsibility for the investment program is delegated by the City Council to the Chief Financial Officer. The investment policy has the following priorities:

- Preservation and safety of principal
- Understanding the suitability of the investment to the financial requirements of the Town
- Liquidity
- Marketability of the investment if the need arises to liquidate the investment prior to maturity
- Diversification of the investment portfolio
- Yield

Finance staff determined that no changes are needed to the Town's investment policy.

The attached Resolution includes the Town's Investment Policy in Exhibit A.

The list of recommended qualified brokers, dealers, and financial institutions were vetted by Town staff in accordance with the requirements of the adopted Investment Policy which requires the Town Council to review, revise, and adopt the list at least annually. The recommended list includes the addition of NexBank and Fifth Third Securities to the list that was approved on October 24, 2023.

The attached Resolution includes the list of brokers, dealers, and financial

institutions in Exhibit B.

Also attached to this item is the Certification of Investment Policy from the Government Treasurer's Organization of Texas for the two-year period ending September 30, 2025.

RECOMMENDATION:
Administration recommends approval.

Attachments

Resolution - Fiscal Year 2024-2025 Investment Policy
Investment Policy Certification

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS ADOPTING AN INVESTMENT STRATEGY AND APPROVING BROKERS, DEALERS, AND FINANCIAL INSTITUTIONS FOR FISCAL YEAR 2024-2025; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Public Funds Investment Act ("PFIA") requires the City Council of the Town of Addison, Texas ("City") to annually review the City's investment policy (the "Policy"); and

WHEREAS, the City's Staff has developed the City's Policy and investment strategy to comply with all aspects of the PFIA;

WHEREAS, City staff has received and reviewed all documentation required by the City's Policy for each approved broker, dealer, and financial institution listed in conformance with Section XI of the Policy; and

WHEREAS, for Fiscal Year 2024-2025, City Staff is recommending no changes from the Fiscal Year 2023-2024 approved investment strategy.

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

SECTION 1. The recitals set forth above are true and correct and are incorporated as if fully set forth herein.

SECTION 2. The City Council does hereby adopt and approve the investment Policy and strategy for Fiscal Year 2024-2025 attached hereto as **Exhibit A** and incorporated herein.

SECTION 3. In conformance with Section XI of the Policy, the City Council does hereby adopt and approve the list of qualified brokers, dealers, and financial institutions for Fiscal Year 2024-2025 attached hereto as **Exhibit B** and incorporated herein.

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

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on the ***8th*** day of ***OCTOBER 2024.***

ATTEST: **TOWN OF ADDISON, TEXAS**

Valencia Garcia, City Secretary

Bruce Arfsten, Mayor

EXHIBIT A

TOWN OF ADDISON

INVESTMENT POLICY

For

FY 2024-2025

EXHIBIT A

Section I. SCOPE
Section II. OBJECTIVES
Section III. INVESTMENT STRATEGY
Section IV. DELEGATION OF AUTHORITY
Section V. INVESTMENT ADVISORS
Section VI. STANDARD OF CARE
Section VII. AUTHORIZED SECURITIES INVESTMENTS
Section VIII. OTHER INVESMTNE GUIDELINES
Section IX. PORTFOLIO MATURITIES
Section X. INVESTMENT LIMITS
Section XI. SELECTION OF BROKER/DEALERS
Section XII. SELECTION OF DEPOSITORIES
Section XIII. SAFEKEEPING AND CUSTODY
Section XIV. RECORDKEEPING AND REPORTING
Section XV. ETHICS AND CONFLICTS OF INTEREST
Section XVI. COLLATERAL REQUIREMENTS
Section XVII. POLICY REVISIONS

Section I. SCOPE

The Public Funds Investment Act, Chapter 2256, Texas Government Code, prescribes that each Town is to adopt rules governing its investment practices and to define the authority of the investment officer. The following Investment Policy addresses the methods, procedures, and practices which must be exercised to ensure effective and judicious fiscal management of the Town's funds. This Policy shall not apply to the selection, retention or other issues concerning the depositories of the Town's funds in demand and time deposits as provided under Chapter 105 of the Local Government Code.

This Policy shall apply to the investment and management of all funds of the Town under its control, other than those expressly excluded herein or by applicable law or valid agreement. This Policy shall not supersede the restrictions on investment and use applicable to any specific fund and, in the event of any conflict between this Policy and the requirements of any fund subject hereto, the specific requirement applicable to such fund shall be followed as well as all other provisions of this Policy other than those in conflict. The Employees Deferred Compensation Agency Fund is excluded from coverage under this Policy.

This Policy also requires the formal adoption of an "Investment Strategy Statement" that specifically addresses each of the Town's fund groups. Each Investment Strategy Statement will describe its objectives concerning:

a. Suitability of investment type
b. Preservation and safety of principal
c. Liquidity
d. Marketability of each investment
e. Diversification of the portfolio
f. Yield

In order to make effective use of the Town's resources, all monies shall be pooled into one investment bank account, except for those monies required to be accounted for in other bank accounts as stipulated by applicable laws, bond covenants or contracts. The income derived from this pooled investment account shall be distributed in accordance with the Town's internal procedures.

Section II. OBJECTIVES

The Town's principal investment objectives in order of priority are:

1. Conformance with all Federal regulations, State of Texas statutes and other legal requirements including the Town Charter and Town Ordinances, including this Policy.
2. Preservation of' capital and the protection of investment principal.
3. Maintenance of sufficient liquidity to meet anticipated disbursement and cash flows.
4. Diversification to avoid incurring unreasonable risks regarding securities owned; and
5. Attainment of a market rate of return equal to or higher than the performance measure established from time to time by the Chief Financial Officer of the Town which is commensurate with the acceptable risk and liquidity objectives of this Policy

Section III. INVESTMENT STRATEGY

The Town of Addison may maintain portfolios which utilize three specific investment strategy considerations designed to address the unique characteristics of the fund groups represented in the investment portfolios.

A. Operating funds shall have their primary objective to assure that anticipated cash outflows are matched with the adequate investment liquidity. The secondary objective is to create a portfolio structure which will experience minimal volatility during economic cycles. This may be accomplished by purchasing high quality, short-to-medium term securities which will complement each other in a laddered or barbell maturity structure.

B. Debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. If the annual debt service obligation is covered, then securities may be purchased that have a stated final maturity date which exceeds the debt service payment date.

C. Capital project funds shall have as their primary objective to assure that anticipated cash outflows are matched with adequate investment liquidity. These portfolios should have liquid securities to allow for unanticipated project expenditures or accelerated project outlays due to a better than expected or changed construction schedule. Funds invested for capital projects may be from bond proceeds that are subject to arbitrage rebate regulations.

Section IV. DELEGATION OF AUTHORITY

The City Manager appoints the Chief Financial Officer (CFO) and the Chief Financial Officer's designee(s) as the "Investment Officers" of the Town. Direct management responsibility for the investment program is delegated by the City Council to the Chief Financial Officer (hereinafter referred to as the "CFO"). The Investment Officers' authority will at all times be limited by all applicable laws and regulations in effect from time to time and this Policy. The Investment Officers shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs. Unless authorized by law, a person may not deposit, withdraw, transfer, or manage in any other manner the funds of the investing entity.

With written approval from the City Manager, the CFO may delegate any phase of the investment management program to any of the Investment Officers. Such approval shall state specifically the functions such person is authorized to perform or that the person is authorized to perform all activities of the CFO under this Policy. The CFO and Controller shall obtain and maintain, at the Town's expense, fidelity bonds in amounts determined adequate by the CFO (which shall not be less than $250,000) for each fiscal year as shown by the approved budget. No person may engage in an investment transaction except as provided under the terms of this Policy and the internal procedures established by the CFO. A current list of persons authorized to transact investment business and wire funds on behalf of the Town shall be maintained by the CFO.

The CFO shall develop and maintain written administrative procedures for the operation of the investment program consistent with this Policy. The controls shall be designed to prevent, identify, and control losses of public funds arising from deviation from this Policy, fraud, employee error, and misrepresentation by third parties, or imprudent actions by employees and officers of the Town.

In the discretion of the City Council and in any event upon the termination or reassignment of any Investment Officer authorized to conduct transactions for the Town pursuant to this Policy, the authority of such person shall be revoked and such revocation of authority shall be immediately communicated by the CFO orally and in writing to each and every depository, broker/dealer, investment advisor, custodian and other agency or entity with whom the Town has any existing or continuing relationship in the management of its investments.

The CFO and all Investment Officers shall attend at least ten (10) hours of training relating to the treasurer's or officer's responsibilities within twelve (12) months after taking office or assuming duties; and attend a training session not less than once in a two-year period that begins on the first day of the Town's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than eight (8) hours of training. Such training from an independent source shall be approved or endorsed by the Government Finance Officers Association, Government Finance Officers Association of Texas, Government Treasurers Organization of Texas, Texas Municipal League, or the North Central Texas Council of Governments to include education in investment controls, security risks, strategy risks, market risks, and compliance with the Public Funds Investment Act.

Section V. INVESTMENT ADVISORS

The Town may, in the discretion of the CFO, and the approval of the City Council, appoint one or more Investment Advisors to assist the Town's financial staff in the management of the Town's funds. The Investment Advisor must be registered with the Securities and Exchange Commission under the Investment Advisors Act of 1940 and also be registered with the Texas State Securities Board as an Investment Advisor. To be eligible for consideration, an Investment Advisor shall demonstrate to the CFO knowledge of, and experience in, the management of public funds. The CFO will satisfy himself as to the Advisor's qualifications by all appropriate means, including reference checks with the Advisor's other clients, the State Securities Board and the Securities and Exchange Commission. An appointed Investment Advisor shall act solely in an advisor and administrative capacity, within the guidelines of this Investment Policy and without any discretionary authority to transact business on behalf of the Town.

Each Investment Advisor, appointed by the Town, shall agree that its investment advice shall at all times be given with the judgment and care, under circumstances then prevailing, which persons paid for their special prudence, discretion and intelligence, in such matters exercise in the management of their client's affairs, not for speculation by the client or production of fee income by the advisor or broker but for investment by the client with emphasis on the probable safety of the capital while considering the probable income to be derived.

Appointment of an Investment Advisor shall otherwise be according to the Town's normal purchasing procedures for selecting professional services. Any approved investment advisor may be terminated with the approval of the City Manager, if in the opinion of the CFO, the advisor has not performed adequately. The term of any Investment Advisor contract may not exceed five years. Any renewal or extension of the Investment Advisor contract must be made by the City Council by resolution.

Section VI. STANDARD OF CARE

As provided for in the Public Funds Investment Act, the standard of care for the Town's investments shall be that such "investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived."

The overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The CFO and the Investment Officers shall recognize that the investment activities of the Town are a matter of public record.

The CFO and the Investment Officers, acting in accordance with written procedures and exercising the proper standard of care, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided that this Policy and the CFO's procedures were followed. In determining whether the CFO or an Investment Officer has exercised the proper standard of care, all investments over which the individual had responsibility will be considered rather than a single investment.

Section VII. AUTHORIZED SECURITIES INVESTMENTS

Subject to any limitations otherwise imposed by applicable law, regulations, bond indentures or other agreements, (including but not limited to Chapter 2256 Texas Government Code, the Public Funds Investment Act), the following securities and deposits are the only ones permitted as investments for the Town's funds:

a. Direct obligations of the United States government with a maturity not to exceed five (5) years from the date of purchase; U.S. Treasury Bills, U.S. Treasury Notes, U.S. Treasury Bonds, and U.S. Treasury Strips (book entry U.S. Treasury securities whose coupon has been removed).

b. Senior debt obligations with a maturity not to exceed five (5) years from the date of purchase issued by, guaranteed by, or for which the credit of any of the following Federal Agencies and Instrumentalities is pledged for payment: Federal National Mortgage Association (FNMA), Federal Home Loan Bank (FHLB), Federal Farm Credit Bank (FFCB), and Federal Home Loan Mortgage Corporation (FHLMC). Mortgage-backed securities may be held as collateral although principal-only and interest-only mortgage-backed securities as well as all types of collateralized mortgage obligations (CMOs) and real estate mortgage investment conduits (REMICs) are expressly prohibited.

c. Bonds or other interest-bearing obligations of which the principal and interest are guaranteed by the full faith and credit of the United States government, or fully insured by the Federal Deposit Insurance Corporation (FDIC), with a stated maturity not to exceed five (5) years from the date of purchase.

d. Time Certificates of Deposit with a maturity not to exceed five (5) years from the date of purchase, secured by a combination of insurance from the Federal Deposit Insurance Corporation (FDIC) or its successor, and collateral as described in Section XV of this investment policy in depository institutions that have a main office or a branch office in the state of Texas which have been approved by the Town in accordance with Section XI of this Investment Policy.

   In addition, separate CDs issued by depositories wherever located, bundled together into a single investment with the full amount of principal and interest of each CD federally insured may be purchased through a broker that has its main office or a branch office in Texas and is selected from a list adopted by the City Council, or from a depository institution with its main office or branch office in Texas. The broker or depository shall act as the custodian for the various certificates on behalf of the Town.

e. Prime commercial paper with an original maturity of two hundred seventy (270) days or less which at the time of purchase, is rated at least**:**

   A-1 by Standard & Poor's,
   P-1 by Moody's
   F1 by Fitch

   (1) At the time of purchase, the commercial paper must be rated by at least two (2) of the above stated ratings agencies at the above stated minimum credit rating.

(2) If more than two (2) of the above stated agencies rates an issuer, all the rating agencies must rate the issuer in accordance with the above stated minimum credit criteria.
(3) If the commercial paper issuer has senior debt* outstanding, the senior debt must be rated by each service that publishes a rating of the issue at least:

A-I by Moody's,
A+ by Standard and Poor's
A+ by Fitch

Senior Debt is defined as the most senior secured or unsecured debt of an issuer with an original maturity exceeding one year.

f. Eligible Bankers Acceptances with original maturities not exceeding one hundred eighty (180) days, issued on domestic banks operating under the banking laws of the United States, whose senior long-term debt is rated, at the time of purchase, A-I or higher by Moody's, A+ by Standard and Poor's, or A+ by Fitch.

g. Repurchase agreements with a defined termination date of ninety (90) days or less on U.S. Treasury and Federal Agency securities listed in items ***"a"*** and ***"c"*** above, collateralized initially at a minimum market value of 102% of the dollar value of the transaction, with the accrued interest accumulated on the collateral included in the calculation. An exception to the maturity may be made for bond proceeds, provided the repurchase agreement allows for multiple draws at the Town's discretion and the maturity date does not exceed the expected final expenditure date.

If the market value of the collateral falls below 101 percent the dollar value of the transaction, the collateral will be required to be brought up to the 102 percent initial maintenance level. A Repurchase Agreement is defined as a simultaneous agreement to buy, hold for ninety (90) days or less**,** and then sell back an obligation described in item ***(g)*** above**,** the principal and interest of which are guaranteed by the United States.

Repurchase Agreements shall be entered into only with dealers who:
1) are recognized as primary reporting dealers with the Market Reports Division of the Federal Reserve Board of New York; and
2) have an executed, Town approved Master Repurchase Agreement. Collateral (purchased securities) shall be held by the Town's custodian bank or in a segregated account registered in the name of the Town of Addison with an approved third-party safekeeping agent and the market value of the collateral securities shall be marked-to-the market no less than weekly.

For the purpose of item ***"g"*** of this section, the term "collateral" shall mean "purchased securities" under the terms of the Town approved Master Repurchase Agreement. Collateral bearing no coupon will have a maturity not to exceed five (5) years. All other eligible collateral shall have a maturity limit of ten (10) years.

The term repurchase agreements include reverse repurchase agreements. The term of a reverse repurchase agreement shall not exceed ninety (90) days and any investments acquired with the proceeds from the reverse repurchase agreement shall not exceed the term of that agreement.

h. Money Market Funds meeting the following criteria:

(h.1) Registered with and regulated by the Securities and Exchange Commission.
(h-2) Providing the Town with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940.
(h-3) Charging no commission fee on the purchase or sale of shares.
(h-4) Stating a fund objective to maintain a constant daily net asset value of $1.00 per share.
(h-5) Limiting fund assets to those securities listed in paragraphs ***"a"***, ***"b"***, ***"c"*** and

"g" above; and

(h-6) Having a maximum stated maturity of thirteen (13) months and dollar weighted average portfolio maturity of not more than sixty (60) days. A list of Town approved Money Market Funds shall be kept by the CFO.

i. State investment pools organized under the Interlocal Cooperation Act that meet the requirements of Chapter 2256 Texas Government Code and have been specifically approved by the CFO and authorized by the City Council.

j. Local investment pools organized under the Interlocal Cooperation Act that meet the requirements of Chapter 2256 Texas Government Code and have been specifically approved by the CFO and authorized by the City Council.

k. Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by the State of Texas or the United States with a maturity not to exceed five (5) years from the date of purchase.

l. Obligations of states, agencies, counties, cities, and other political subdivisions of any State having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than "A" or its equivalent with a maturity not to exceed five (5) years from the date of purchase.

m. Interest bearing bank deposits insured by the FDIC or National Credit Union Share Insurance Fund.

Section VIII. OTHER INVESTMENT GUIDELINES

The Town seeks active management of its portfolio assets. In the effort of meeting the objectives of this Policy, the Town may from time to time sell securities that it owns in order to better position its portfolio assets. Sales of securities prior to maturity shall be documented and approved by the CFO before such a transaction is consummated. Sales of securities, yielding net proceeds less than 98 percent of the book value of the securities, must be approved in advance and in writing by both the City Manager and the CFO.

Each investment transaction must be based upon competitive quotations received from at least three (3) broker/dealers who have been approved by the Town in accordance with Texas law except for government securities purchased through a primary dealer at par.

The purchase and sale of all securities shall be on a delivery-versus-payment or payment-versus-delivery basis for securities purchases, monies will not be released by the Town's safekeeping bank until securities are received at the Federal Reserve Bank for further credit to the Town's safekeeping bank. In the case of securities sales, monies will be received by the Town's safekeeping bank via the Federal Reserve Bank, as the securities are simultaneously released to the purchaser). In this manner, the Town will always have possession of either its securities or its monies.

An investment that requires a minimum credit rating does not qualify as an AUTHORIZED SECURITIES INVESTMENT during the period the investment does not have the minimum credit rating even if the investment had the appropriate rating at the time of purchase. As stated in Section 2256.017 of the PFIA, the Town is not required to liquidate investments that were authorized investments at the time of purchase. The Town shall consider the time remaining until maturity, the quality of the investment, and the quality and amounts of any collateral which may be securing the investment in determining whether to hold the investment until maturity or to redeem the investment.

Section IX. PORTFOLIO MATURITIES

Maturities shall be selected which provide for both stability of income and reasonable liquidity.

At all times, the Town shall maintain 10 percent of its total investment portfolio in instruments maturing in

ninety (90) days or less. The weighted average maturity of all securities in the Town's total investment portfolio at any given time shall not exceed twenty-four (24) months.

In the case of callable securities, the first "call" date may be used as the "maturity" date for investment purposes in this Article if in the opinion of the CFO there is little doubt that the security will be called prior to maturity. At all times, the stated final maturity shall be used in portfolio average life calculations and reported as outlined in this Policy.

Investment of bond proceeds shall be invested in the investment types listed in Section VI. ***"a"***, ***"b"***, ***"c"***, ***"h"***, ***"i"***, and ***"j"*** for a period of time not to exceed five (5) years. Additionally, bond proceeds may be invested in a repurchase agreement that exceeds ninety (90) days if reductions are allowed from the agreement without penalty for legitimate bond proceeds expenditures and the final maturity is within the "temporary period" as defined by the Internal Revenue Service (this arrangement is commonly referred to as a "flexible repurchase agreement").

Section X. INVESTMENT LIMITS

It is the policy of the Town to avoid concentration of assets by limiting the maximum investment in a specific issuer to 25% of the entire investment portfolio, except for securities listed in Section VII. ***"a"***, **"b"**, "I", and ***"j"***. The asset allocation in the portfolio should, however, be flexible depending upon the outlook for the economy and the securities markets.

The Town will not exceed the following maximum limits as a percentage of the total portfolio for each of the categories listed below:

- 20 percent in Money Market Funds
- 50 percent in Certificates of Deposit
- 30 percent in Commercial Paper
- 30 percent in Bankers Acceptances
- 70 percent in Local Government Investment Pools
- 70 percent in State Government Investment Pools
- 70 percent in Instrumentality Securities
- 50 percent in Municipal Bonds

In addition to the limitations set forth above the Town's investment in any single money market fund shall never exceed 10 percent of the total assets of the money market fund.

The CFO and investment officers shall evaluate how each security purchased fits into the Town's overall investment strategy.

Bond proceeds shall be exempt from the maximum limitation stated above for State Government Pools, but only for the period of time required to develop a comprehensive draw-down schedule for the project for which the proceeds are intended, the maximum being sixty (60) days, at which time the funds representing bond proceeds must be prudently diversified.

Section XI. SELECTION OF BROKER/DEALERS

The Town shall maintain a list of approved security broker/dealers maintaining minimum capital of $10,000,000 and being in business for at least five years. These may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule). Securities may only be purchased from those authorized institutions and firms identified in the above list.

Broker/dealers and other financial institutions will be selected by the CFO on the basis of expected financial stability, experience in selling fixed income securities to other local governments as well as perceived ability to service the Town's account. Each broker/dealer authorized to conduct business with the Town, shall be

required to submit a Broker/Dealer questionnaire as well as updated financial statements. In addition, all firms shall provide a detailed resume of the firm's primary sales representative, appropriate references and wiring instructions. The CFO shall maintain a file on each firm containing the most recent information.

The CFO shall review the quality of service and financial stability of each broker/dealer and financial institution approved under this Section at least annually. Any approved broker/dealer or financial institution may be removed from the list of approved broker/dealers with the approval of the CFO, if in the opinion of the CFO, the firm has not performed adequately, or its financial condition is considered inadequate. The City Council shall, at least annually, review, revise, and adopt the list of qualified broker/dealers and financial institutions which are authorized to engage in investment transactions with the Town.

All business organizations (specifically, local government investment pools and discretionary investment managers) eligible to transact investment business with the Town shall be presented a written copy of this Policy. The qualified representative of the business organization seeking to transact investment business with the Town shall execute a written instrument substantially to the effect that the qualified representative has:

1) Received and thoroughly reviewed this Policy, and
2) Acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities with the Town.

The Town shall not enter into an investment transaction with a business organization prior to receiving the written instrument described above. In addition, each Investment Advisor appointed by the Town shall execute the written instrument described above.

If the City Council has contracted with a Registered Investment Advisor for the management of its funds, the advisor shall be responsible for performing due diligence on and maintaining a list of broker/dealers with which it shall transact business on behalf of the Town. The advisor shall determine selection criteria. The advisor shall annually present a list of its authorized broker/dealers to the Town for review and likewise shall execute the aforementioned written instrument stating that the advisor has reviewed the Town's investment policy and has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities with the Town. The advisor shall obtain and document competitive bids and offers on all transactions and present these to the Town as part of its standard trade documentation.

Section XII. SELECTION OF DEPOSITORIES

Certificates of Deposit (CD) may be placed with banking institutions doing business in the state of Texas which offer competitive and documented interest rates, both at or above interest rates available on government securities to similar maturity dates. All deposits exceeding the current FDIC deposit insurance amount shall be fully collateralized in order to be eligible as Town investments.

In addition to maintaining proper collateral, bank financial positions shall be considered to best assure prudent investment. Relevant criteria shall include capital ratios, liquidity, profitability, and asset growth. Information sources for financial data may include www.bankrate.com and the FDIC website at www.fdic.gov. Because the financial condition of banks may change rapidly, primary focus shall be on maintaining adequate levels of collateral to support deposit amounts. If the Town utilizes the services of an investment advisor, the advisor shall assist in the evaluation of both the financial institution and assigned collateral.

Section XIII. SAFEKEEPING AND CUSTODY

Investment securities purchased for the Town will be delivered by either book entry or physical delivery and shall be held in third-party safekeeping by a Federal Reserve Member financial institution designated as the Town's safekeeping and custodian bank. The Town may designate more than one (1) custodian bank. In no event shall the Town's custodial or safekeeping institution also be the counterparty (broker or dealer) to

the purchase or sale of those securities. The Town shall execute a written Safekeeping Agreement with each bank prior to utilizing the custodian's safekeeping services. Only a state or national bank located within the State of Texas may be utilized as a custodian of securities pledged to secure certificates of deposit. The safekeeping agreement must provide that the safekeeping bank will immediately record the receipt of purchased or pledged securities in its books and promptly issue and deliver a signed safekeeping receipt showing the receipt and the identification of the security, as well as the Town's perfected interest.

The CFO shall maintain a list of designated custodian banks and a copy of the Safekeeping Agreement executed with each custodian bank.

The CFO must approve release of securities, in writing, prior to their removal from the custodial account. A telephonic facsimile of a written authorization shall be sufficient if the custodian orally confirms receipt of the transmission and an exact copy of the document is retained in the Town's files.

All securities shall be confirmed in the name of the Town and delivered to an approved custodial bank or carried at a Federal Reserve Bank in the name of the Town. The Custodian shall not otherwise deposit purchased or pledged securities. All book entry securities, owned by the Town, shall be evidenced by a safekeeping receipt issued to the Town and signed by the appropriate officer at the custodian bank stating that the securities are held in the Federal Reserve system in a CUSTOMER ACCOUNT naming the Town as the "customer". In addition, the custodian bank will, when requested, furnish a copy of the delivery advice received by the custodian bank from the Federal Reserve Bank.

The original safekeeping receipt for each transaction including purchased securities under a repurchase agreement and collateral securing deposits will be forwarded to the CFO or his designee and held in a secured file by the Town.

Securities delivered as part of a repurchase agreement may be held with an independent third-party safekeeping agent, provided that they are fully registered in the Town's name, segregated in account designated in the name of the Town and governed by a fully executed custodial agreement.

Section XIV. RECORDKEEPING AND REPORTING

A record shall be maintained of all bids and offerings for securities transactions in order to ensure that the Town receives competitive pricing. All transactions shall be documented by the person authorizing the transaction in a form that shows that person's name, the party instructed to execute the transaction, the date, a description of the transaction and a brief statement of the reason(s) for the transaction.

Each depository institution of the Town's funds and purchased securities shall maintain separate, accurate and complete records relating to all deposits of the Town's funds, the securities pledged to secure such deposits and all transactions relating to the pledged securities. Each approved custodian shall maintain separate, accurate and complete records relating to all securities received on behalf of the Town, whether pledged, purchased, or subject to repurchase agreement, as well as all transactions related to such securities. In addition, each depository shall file all reports required by the Texas State Depository Board. Each depository and custodian shall agree to make all the records described in this paragraph available to the CFO's designee and the Town's auditors at any reasonable time.

At least once each quarter, the CFO or investment officers shall verify that all securities owned by the Town or pledged to the Town are held in safekeeping in the Town's custodial bank with proper documentation. At least annually the Town's investment program, including the records of custodians and depositories, shall be audited by independent certified public accountants selected by the City Council. This annual audit shall include a compliance audit of the management controls on investments and adherence to the Town's Investment Policy and strategies.

All broker/dealers, custodians, depositories, and investment advisors shall maintain complete records of all transactions that they conducted on behalf of the Town and shall make those records available for

inspection by the CFO or other representatives designated by the City Council or City Manager.

All sales of securities for less than the book value of the security shall be approved by the CFO and reported to the City Council at the next regular meeting. Sales of securities for less than 98 percent of the book value of the securities must be approved by both the City Manager and the CFO.

All contracted Investment Advisors shall report at least monthly on the straight-line book value, the market value of investment holdings, and total earnings yield and such other information required by the CFO. Unrealized profits or losses in the Town's investment portfolio will be disclosed but will not be used in the calculation of income earned for the month. Contracted Investment Advisors shall provide monthly reports to the CFO no later than 15 business days following receipt of all depository bank statements, investment pool statements and money market fund statements as necessary to provide a full accounting of the Town's investment and cash position.

An investment report shall be prepared by the CFO within 60 days of the quarter end that:

a) Describes in detail the investment position of the Town.
b) States the reporting period beginning book and market values, additions or changes to the book and market values during the period and ending book and market values for the period of each pooled fund group.
c) States the reporting period beginning book and market value and ending book and market value for each investment security by asset type and fund type.
d) States the maturity date of each investment security.
e) States the fund for which each investment security was purchased.
f) States fully accrued interest for the reporting period.
g) States the compliance of the investment portfolio with the Town's Investment Policy, Investment Strategy Statement, and the Public Funds Investment Act.
h) Summarizes quarterly transactions, including a detailed list of the gains and losses recognized; and
i) Explains the total earnings yield during the previous quarter and compares the portfolio's performance to other benchmarks of performance.

This report will be presented to the City Council and signed by all of the Town's Investment Officers.

Market valuations of investments shall be provided by the Investment Advisor on a monthly basis. The Investment Advisor shall use independent market pricing sources including, but not limited to, Interactive Data Corporation (IDC) and Bloomberg, to monitor the market price of investments acquired with the Town's funds.

Within sixty (60) days after the end of the Town's fiscal year the CFO shall prepare, sign and deliver to the City Manager and the City Council an annual report on the Town's investment program and investment activity which has also been signed by each officer and employee of the Town authorized to conduct any of the Town's investment activity. The annual report shall include full year earnings yield. Such annual report shall include an analysis of the compliance with this Policy as well as changes in applicable laws and regulations during the previous year and may include any other items of significance related to the investment program.

If the Town places funds in any investment other than registered investment pools or accounts offered by its depository bank, the above reports shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the City Council.

Section XV. ETHICS AND CONFLICTS OF INTEREST

Officers and employees of the Town involved in the investment process shall refrain from personal business activity that involves any of the Town's approved custodians, depositories, broker/dealers, or investment advisors and shall refrain from investing in any security issue held by the Town. Employees and officers shall not utilize investment advice concerning specific securities or classes of securities obtained in the

transaction of the Town's business for personal investment decisions, shall in all respects subordinate their personal investment transactions to those of the Town particularly with regard to the timing of purchases and sales and shall keep confidential all investment advice obtained on behalf of the Town, and all transactions contemplated and completed by the Town, except when disclosure is required by law.

All Investment Officers of the Town shall file with the Texas Ethics Commission and the City Council a statement disclosing any personal business relationship with business organization seeking to sell investments to the Town or any relationship within the second degree by affinity or consanguinity to an individual seeking to sell investments to the Town.

Section XVI. COLLATERAL REQUIREMENTS

Any and all deposits, including both principal as well as any and all interest that is directly applied to the security, shall be collateralized at the minimum margin of 102%, less applicable FDIC insurance, over the life of the security. Deposits shall be collateralized by securities listed in items "a", "b" and "c" below, and the collateral shall be held by a third-party custodian bank approved by the Town.

a. Direct obligations of the United States government; U.S. Treasury Bills, U.S. Treasury Notes, U.S. Treasury Bonds, and U.S. Treasury Strips (book entry U.S. Treasury securities whose coupon has been removed).
b. Debt obligations issued by, including letter of credit, issued by, guaranteed by, or for which the credit of any of the following Federal Agencies and Instrumentalities is pledged for payment: Government National Mortgage Association (GNMA), Federal National Mortgage Association (FNMA), Federal Home Loan Bank (FHLB), Federal Farm Credit Bank (FFCB), and Federal Home Loan Mortgage Corporation (FHLMC). Mortgage-backed securities are eligible as collateral, but principal-only and interest-only mortgage-backed securities and collateralized mortgage obligations (CMOs) and real estate mortgage investment conduits (REMICs) are expressly prohibited.
c. Direct obligations of the State of Texas or its agencies or instrumentalities.

Consistent with the requirements of State law, the Town requires all bank and savings bank deposits to be federally insured or collateralized with eligible securities. Financial institutions serving as Town depositories will be required to sign a Security Agreement with the Town and the Town's custodian. The agreement shall define the Town's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations including:

a. The Agreement must be in writing.
b. The Agreement has to be executed by the Depository and the Town contemporaneously with the acquisition of the asset.
c. The Agreement must be approved by the Board of Directors or the loan committee of the Depository and a copy of the meeting minutes must be delivered to the Town; and
d. The Agreement must be part of the Depository's "official record" continuously since its execution.

Section XVII. POLICY REVISIONS

The Investment Policy and Investment Strategy Statements will be reviewed at least annually by the CFO and the City Council and may be amended as conditions warrant by the City Council.

EXHIBIT B

Authorized Broker/Dealer/Financial Institutions/Banks/Investment Pools

Comerica Financial Advisors 39400 Woodward Avenue Suite 255, MC: 7951 Bloomfield Hills, MI 48304	Chris Theut Senior Vice President Kyle Rademaker Vice President	(248) 645-4173 (248) 645-4171	ctheut@comerica.com ksrademaker@comerica.com
FHN Financial Capital Markets 920 Memorial City Way 11th Floor Houston, TX 77024	John Buddy Saragusa Vice President Zach Brewer Senior Vice President	(713) 435-4475 (817) 471-7646 C (713) 435-4351 (281) 642-4350 C	buddy.saragusa@fhnfinancial.com zach.brewer@fhnfinancial.com
Fifth Third Securities 424 Church Street Suite 600 Nashville, TN 37219	John Herald Executive Director Dawn Edmondson Director	(615) 687-3072 (931) 330-2672 C	john.herald@53.com dawn.edmondson@53.com
Great Pacific Securities 151 Kalmus Drive Suite H-8 Costa Mesa, CA 92626	Garrett Ng Account Executive Christopher Vinck-Luna CEO	(714) 619-3000 (808) 457-7528 C	gng@greatpac.com cvinck@greatpac.com
Hilltop Securities Inc. 1201 Elm Street Suite 3500 Dallas, TX 75270	Gilbert Ramon Vice President	(713) 654-8606 (713) 724-4178 C	gilbert.ramon@hilltopsecurities.com
Stifel Nicolaus & Co., Inc. 100 Motor Parkway 2nd Floor Hauppauge, NY 11788	Luke Donenfeld Director of Sales Mark Davidoff Managing Director	(631) 656-4471 (917) 846-8398 C	ldonenfeld@stifel.com mdavidoff@stifel.com
The Baker Group 1601 NW Expressway 20th Floor Oklahoma City, OK 73118	Rick Hansing Managing Director	(405) 415-7237 (800) 998-8392	rick@gobaker.com
Wells Fargo Securities, LLC 1445 Ross Avenue Suite 210 Dallas, TX 75202	Susan Ward Sales Representative Pamela Steuben Sales Assistant	(214) 740-1586 (214) 777-4078	wardst@wellsfargo.com pamela.K.Steuben@wellsfargo.com
East West Bank 9090 Katy Freeway 3rd Floor Houston, TX 77024	Jia Li Client Service Lead Esau C. Liu Senior Vice President	(832) 973-8934 (281) 386-1889 C (832) 973-8938	jia.li@eastwestbank.com esau.liu@eastwestbank.com
NexBank 2515 McKinney Avenue Suite 1100 Dallas, TX 75201	Mary Lewis Senior Vice President Matt Kucholtz Senior Vice President	(512) 560-2687	mary.lewis@nexbank.com matt.kucholtz@nexbank.com
Texas Security Bank 1212 Turtle Creek Boulevard Dallas, TX 75207	Christian Garcia Treasury Mgmt Specialist Jasmine Evans Vice President	(469) 398-4817 (469) 398-4816	christian.garcia@texassecuritybank.com jasmine.evans@texassecuritybank.com
Texas Class 2435 N. Central Expressway Suite 1200 Richardson, TX 75080	Karen Proctor Regional Director	(214) 473-4224	karen.proctor@texasclass.com
TexPool Participant Services 1001 Texas Avenue Suite 1400 Houston, TX 77002	Denise Hamala Unit Manager	(866) 839-7665	dhamala@federatedinv.com
TexSTAR/LOGIC 1201 Elm Street Suite 3500 Dallas, TX 75270	Mary Ann Dunda Managing Director	(214) 953-4086	maryann.dunda@hilltopsecurities.com

Government Treasurers' Organization of Texas

Certification of Investment Policy

Presented to the

Town of Addison

for developing an investment policy that meets the requirements of the Public Funds Investment Act and the standards for prudent public investing established by the Government Treasurers' Organization of Texas.

Heather Hurlbert

Government Treasurers' Organization of Texas
President

Investment Policy Review Committee

For the two-year period ending September 30, 2025

Certi

City Council (FY24) **4. g.**

Meeting Date: 10/08/2024

Department: Airport

Key Focus Areas: Economic Development and Revitalization
Infrastructure Development and Maintenance

AGENDA CAPTION:

Consider action on a Resolution approving a Ground Lease Agreement between the Town of Addison and Tango Whiskey Management, LLC for commercial aviation use on approximately 0.432 acres of improved airport land located at Addison Airport and authorizing the City Manager to execute the Ground Lease Agreement and to provide an effective date.

BACKGROUND:

Tango Whiskey Management, LLC ("Tango Whiskey") owns a fee-simple (private) parcel located at 4765 Frank Luke Road, which is adjacent to and abuts the Addison Airport ("Off-Airport Property"). Tango Whiskey is affiliated with Ameristar Air Cargo, Inc., an on-demand passenger and cargo service company based at Addison Airport. Tango Whiskey commercially leases approximately 18,818 square feet (0.432 acres) of airport land situated between the Off-Airport Property and Taxiway Uniform, a secondary taxilane connecting the northeast portion of the airport to its runway system, for the parking and staging of Ameristar aircraft.

Tango Whiskey proposes a long-term ground lease arrangement ("Ground Lease") with the Town for the same 0.432 acres. In consideration of the Ground Lease, among other things, Tango Whiskey also proposes, at its sole cost and expense, to reconstruct the existing 18,818 square feet aircraft apron, which is currently in poor to failed condition, to comply with the Airport's prevailing design standards. Accordingly, the staff is recommending the Town enter into a Ground Lease subject to its customary terms and conditions, including the following:

- Commencement Date - the first day of the calendar month following the Effective Date, when the city council first approves the Ground Lease.
- Term - The Initial Lease Term is two (2) years following the Commencement Date.
- Extended Term Option - Provided Tenant satisfactorily completes the construction of the New Land Improvements, as defined in Ground Lease Addendum #1, the Term shall be extended so that the Ground Lease ends forty (40) years from the Commencement Date.

- Rent—The Annual Rent is payable in 12 equal monthly installments over the Term, starting at $10,924 ($.58/SFL per year).
- Adjustment of Rent - Beginning on the second anniversary of the Commencement Date and every two years after, the Base Rent is adjusted according to the percentage change in the local Consumer Price Index (CPI).
- Permitted Uses – Storage of airworthy aircraft and equipment used in connection with Tenant's aeronautical operations only.
- Restricted Uses – Standard lease restrictions apply.
- Land Improvements and Construction of New Land Improvements
    - Existing Building Improvements – Tenant accepts the leased premises in its "as is" and "where is" condition according to Section 7 in the Ground Lease.
    - New Land Improvements – Tenant must construct the new aircraft apron following the approved Design Plan outlined in Ground Lease Addendum #2.
    - Future Building Improvements – Except as provided in the Ground Lease, Tenant is not to construct any new improvements without the Landlord's prior consent as required in Ground Lease Addendum #2.
- Maintenance and Repair of Demised Premises: Tenant must deliver third-party pavement assessments to Landlord every five (5) years over the term.
- Title to Improvements: Landlord will own all improvements upon the Tenant successfully constructing the New Improvements.

Economic/Financial Considerations:

- Base Rent Annual/Monthly: $10,914/$909
- Projected Contract Rent Over Term: $570,000
- Projected Net Present Value of Contract Rent: $152,000
- Construction Value of Apron Improvements: $414,000
- Direct Economic Impact to Airport: $566,000

The proposed Ground Lease is crucial for the Tango Whiskey Fee Simple Property to continue operating as an aeronautical facility. Without reconstructing the apron on the ground-leased land, Tango Whiskey would not have continued use and access to the airport. Similarly, Tango Whiskey's use of the airport from the off-airport property effectively leverages the use and benefit of the airport's infrastructure.

The proposed Ground Lease and reconstruction of the aircraft apron align well with the Town's objectives for the Airport, enhancing its overall value with new development and increased revenue. The proposed redevelopment and use of the facilities are consistent with the 2013 Airport Strategic Plan and 2016 Airport Master Plan Update, providing reassurance about the proposal's compatibility with the Town's vision.
The city attorney has reviewed the proposed Ground Lease form and finds it

acceptable for the Town’s purposes.

RECOMMENDATION:
Administration recommends approval.

Attachments

Resolution - Tango Whiskey GLA
Location Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, APPROVING A GROUND LEASE BETWEEN THE TOWN OF ADDISON AND TANGO WHISKEY MANAGEMENT, LLC FOR COMMERCIAL AVIATION USE ON APPROXIMATELY .432 ACRES OF IMPROVED LAND LOCATED AT THE ADDISON AIRPORT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE GROUND LEASE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. The Ground Lease between the Town of Addison and Tango Whiskey Management, LLC, a Texas limited liability company, for commercial aviation use on approximately .432 acres of improved land located at the Addison Airport, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the Ground Lease.

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 the ***8th*** day of ***October 2024*****.**

TOWN OF ADDISON, TEXAS

_____
Bruce Arfsten, Mayor

ATTEST:

_____
Valencia Garcia, City Secretary

Town of Addison

Ground Lease Agreement

Addison Airport

Made Effective : _____

Table of Contents

Section 1. Demise of the Premises: 4
Section 2. Term: 4
Section 3. Rent; Security Deposit: 5
Section 4. Adjustment of Rental: 6
Section 5. Use of Demised Premises: 6
Section 6. Land Improvements: 8
Section 7. Acceptance of Demised Premises: 8
Section 8. Securing Governmental Approvals and Compliance with Law; Noise Abatement: 9
Section 9. Assignment; Subletting and Mortgaging of Leasehold Estate; Stored Aircraft Information: 10
Section 10. Property Taxes and Assessments: 13
Section 11. Maintenance and Repair of Demised Premises: 14
Section 12. Alterations, Additions, and Improvements: 15
Section 13. Insurance and Bonds: 16
Section 14. Casualty Damage or Destruction: 18
Section 15. Condemnation: 20
Section 16. Utilities: 21
Section 17. Common Facilities: 21
Section 18. Rules and Regulations: 21
Section 19. Signs and Equipment: 22
Section 20. Landlord's Right of Entry: 22
Section 21. Indemnity and Exculpation: 22
Section 22. Environmental Compliance: 25
Section 23. Default by Tenant: 27
Section 24. Remedies of Landlord: 28
Section 25. Default by Landlord: 30
Section 26. Mitigation of Damages: 30
Section 27. Waiver of Subrogation: 32
Section 28. Title to Improvements: 32
Section 29. Mechanics' and Materialmen's Liens; Lien for Rent; Waiver of Landlord Liens: 33
Section 30. Intentionally Deleted 33
Section 31. Quiet Enjoyment and Subordination: 33
Section 32. Rent on Net Return Basis: 33

Section 33. Holding Over: 34
Section 34. Waiver of Default: 34
Section 35. Release of Landlord Upon Transfer: 34
Section 36. Attorneys' Fees: 34
Section 37. Intentionally Removed. 34
Section 38. Estoppel Certificates: 34
Section 39. Interest on Tenant's Obligations and Manner of Payment: 35
Section 40. Special Events: 35
Section 41. Independent Contractor: 36
Section 42. Force Majeure: 36
Section 43. Exhibits: 37
Section 44. Use of Language: 37
Section 45. Captions: 37
Section 46. Successors; No Third-Party Beneficiaries; No Waiver of Immunity; No Tax Representation: 37
Section 47. Severability: 38
Section 48. Notices: 38
Section 49. Fees or Commissions: 39
Section 50. Counterparts: 39
Section 51. Consent; "Includes" and "Including"; Recitals: 39
Section 52. Governing Law and Venue: 39
Section 53. Survivability of Rights and Remedies: 39
Section 54. Entire Agreement and Amendments; Authorized Persons: 40
Exhibit 1 - Legal Description of Addison Airport 1
Exhibit 2 – Demised Premises Property Survey 1
Exhibit 3 - Memorandum of Lease Form 1
Exhibit 4 – Pavement Inspection Report (PIR) Template 1
Ground Lease Addendum #1 1
Ground Lease Addendum #2 1

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Summary of Exhibits
- Exhibit 1: Legal Description of Addison Airport
- Exhibit 2: Description of Demised Premises (Property Survey)
- Exhibit 3: Memorandum of Lease Form
- Exhibit 4: Pavement Inspection Report
- Ground Lease Addendum #1
- Ground Lease Addendum #2

GROUND LEASE AGREEMENT

This Ground Lease Agreement ("Lease" or "Agreement") is made and entered into as of _____, 2024 (the "Effective Date"), by and among the **Town of Addison, Texas,** a Texas home-rule municipality (hereinafter sometimes referred to as "Landlord" or the "City", and **Tango Whiskey Management, LLC.**, a Texas limited liability company (hereinafter referred to as "Tenant") (Landlord and Tenant are sometimes referred to herein together as the "Parties").

WITNESSETH:

WHEREAS, the City is the record title owner of the Addison Airport, a description of which is set forth in Exhibit 1 attached hereto and incorporated herein (the "Airport"); and

WHEREAS the Airport is operated and managed by the City or by any person or entity authorized by the City to manage and/or operate the Airport on its behalf (the "Airport Manager"); and

WHEREAS, Landlord and Tenant desire to enter into this Ground Lease Agreement wherein the City leases to Tenant and Tenant leases from the City, a certain portion of the Airport described hereinafter as:

> A parcel of airport land totaling .432-acres (18,834 square feet) more particularly described in the Boundary Survey prepared by Sparr Surveys; Job No. 16930 dated August 18, 2006 ("Property Survey") shown in **Exhibit 2** attached hereto and incorporated herein by reference (the "Demised Premises"), together with the non-exclusive right to use the Common Facilities as defined in Section 17.

WHEREAS, Landlord and Tenant desire to enter into this Ground Lease Agreement, which shall commence immediately upon the Effective Date and the simultaneous early termination of that certain Aircraft Storage Rental Agreement dated August 21, 2021, entered into by Landlord and Tenant (the "Prior Agreement"); the Ground Lease shall supersede the Prior Agreement in its entirety without interruption; and

WHEREAS, Tenant is the fee simple owner of the real property located at 4765 Frank Luke Dr. in Addison, Texas, which is immediately adjacent to and abutting the Demised Premises described

below; Tenant desires to use the Demised Premises in connection with their aeronautical operations located at 4765 Frank Luke Drive; and

WHEREAS, Tenant currently holds a valid Airport Access Permit issued by the City granting Tenant the right to access and use the Airport's common facilities from its fee property located at 4765 Frank Luke Road; and

WHEREAS, the Parties hereby acknowledge and agree the foregoing recitals are true and correct and are incorporated herein and made a part hereof statements are true and correct.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

Section 1. Demise of the Premises:

In consideration of and subject to the terms, covenants, and conditions set forth in this Agreement, Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, the Demised Premises. This Lease is given and entered into subject to (i) all federal, state, and local laws, statutes, constitutional provisions, charters, ordinances, codes, rules, regulations, directives, policies, permits, standards, and orders (including, without limitation, court orders) of any governmental authority, entity, or agency (including, without limitation, the Town of Addison, Texas, the State of Texas, the Federal Aviation Administration, and the Texas Department of Transportation) whether now existing or hereafter enacted, adopted or imposed and including, without limitation, any and all grant agreements or grant assurances, the Airport's Rules and Regulations, and the Airport's Minimum Standards (as they may be amended or modified by Landlord from time-to-time); (ii) all restrictive covenants affecting the Demised Premises; (iii) all restrictions, easements, and other encumbrances or matters affecting the Demised Premises, whether of record or not or which could be revealed by a survey of the Demised Premises; and (iv) all of the terms, conditions, and provisions of this Lease. In furtherance of the foregoing, the Landlord represents to the Tenant that, to the best of the Landlord's actual knowledge, there are no mortgages, deeds of trust, or monetary liens affecting the Demised Premises that are not filed of record.

Section 2. Term:

A. Base Term.

Provided Tenant is then not in default beyond the expiration of applicable notice and cure periods under any other lease, license, or agreement with the City, and subject to the early termination of this Agreement and all other provisions of this Lease, the term hereof (the "Base Term") shall commence on the first day of the calendar month immediately following the Effective Date, (the "Commencement Date") and shall end the last day of the twenty-fourth (24^{th}) full calendar month following the Commencement Date (the "Expiration Date"). If Tenant is in default beyond the expiration of applicable notice and cure periods under any agreement with the City as of the Commencement Date, this Agreement shall not commence until either (i) Tenant has satisfactorily remedied said default as provided for in the defaulted agreement or, (ii) the City, at

its sole discretion, early terminates this Agreement *ab inito* by written notice with neither party having any further duty or obligation to the other under this Agreement.

B. **Extended Term Option**.

Provided Tenant (i) is not then in default beyond the expiration of applicable notice and cure periods under this Agreement or any other agreement with Landlord, and (ii) achieves Final Completion of the New Land Improvements as defined in **Ground Lease Addendum #1** (attached hereto and incorporated herein by reference) on or before the Developer Contract Expiration Date, the Base Term shall be extended so that this Lease will end the last day of the four hundred eightieth (480th) full calendar month following the Commencement Date ("Extended Term Period"). Should Tenant earn and qualify for the Extended Term Period, the Parties hereby mutually agree to execute and record a Memorandum of Ground Lease substantially in the form of **Exhibit 3** attached hereto this Ground Lease and incorporated herein by reference, memorializing the modified Base Term ("Extended Term"). Should Tenant fail to complete the New Land Improvements as required pursuant to Ground Lease Addendum #1, Tenant shall not be entitled to this Extended Term causing the Base Term to remain unchanged except for as adjusted, if any, pursuant to Section 4 - Adjustment of Rent.

Section 3. Rent; Security Deposit:

A. Subject to adjustment as set forth below, Tenant shall pay to Landlord, without notice, demand, offset, or deduction, Rent each month over the Term for the Demised Premises as set forth below:

1. Base Rent:

Tenant agrees to, and shall pay Landlord, annual Rent for the Demised Premises an amount calculated to be the product of $.58 times the gross square feet of the Demised Premises as determined by the Property Survey or $10,923.72 (e.g. $.58 x 18,834 gross square feet = $10,923.72), which amount shall be paid by Tenant in twelve (12) equal monthly payments of Nine Hundred Ten Dollars and 31/100 ($910.31), on or before the first day of each calendar month, which is subject to adjusted as set forth herein. All Rent is due on or before the first day of each month and is considered delinquent if not received by the tenth (10th) day of each month and subject to the provisions of Section 39.

2. For purposes of this Lease, the term "Rent" shall mean Base Rent and all other sums that the Tenant may owe to Landlord or otherwise be required to pay under this Lease. Landlord shall have the same rights and remedies for nonpayment of any Rent as for non-payment of Base Rent.

B. Security Deposit**:**

No Security Deposit is required.

Section 4. Adjustment of Rental:

A. Commencing on the second anniversary of the Commencement Date and on every second anniversary thereafter (hereinafter referred to as the "Adjustment Date"), the monthly Rent due under Section 3.A.1. (Base Rent) shall be adjusted as follows:

1. Annual Rent (including Base Rent) shall be adjusted to reflect changes in the Consumers' Price Index - All Items for Dallas, Texas Metropolitan Area (hereinafter referred to as the "Consumer Price Index"), as quoted in the publication *Consumer Price Index for All Urban Consumers (CPI-U)* for the Dallas-Fort Worth Consolidated Metropolitan Statistical Area which is issued by the U.S. Department of Labor, Bureau of Labor Statistics. The basic index ("Basic Index") is the Consumer Price Index existing as of the Commencement Date. The current index ("Current Index") is the Consumer Price Index on the first day of the calendar month preceding the then applicable Adjustment Date.

2. Beginning with the first full month following the then applicable Adjustment Date, the annual Rent (including the Base Rent)) shall be adjusted so that it equals the product of the annual Rent (including the Base Rent) multiplied by a fraction, the numerator of which is the Current Index and the denominator of which is the Basic Index (the "Adjusted Rental"), but in no event shall such annual Rent (including the Base Rent) ever be decreased below the Base Rent set forth in Section 3.A.1.

3. If the Consumer Price Index is unavailable for whatever reason for the computations set forth hereinabove, another index approximating the Consumer Price Index as closely as feasible (as determined by Landlord) shall be substituted therefor.

Section 5. Use of Demised Premises:

A. Permitted Uses:

1. For the storage of air-worthy aircraft and equipment used in connection with Tenant's aeronautical operations;

2. Incidental support and services in connection with aircraft stored or based at the Leased Premises, including light maintenance and repair.

B. Prohibited or Restricted Use of Demised Premises:

The following uses are expressly prohibited without Landlord's prior written consent:

1. Retail services including food sales, alcoholic beverages sales, and pilot-supply sales; barber and valet services; newsstands and gifts; and

2. Storage of non-airworthy aircraft for a period greater than fourteen (14) consecutive days without the prior written consent of the Airport Manager. Stored aircraft must always be airworthy and in good working order except for periods necessary for routine maintenance, repairs, upgrades and/or similar such work required to keep the aircraft in

good working order. For the purposes herein, an aircraft is regarded as airworthy and in good working order only if the aircraft has a valid FAA registration, it is insurable and, at a minimum, appears to be well-kept and in good operating condition.

3. Any illegal purpose or any other activity (federal, state, county, and municipal laws, rules, regulations, standards, and policies) that, in Landlord's reasonable opinion, would create a nuisance, unreasonably disturb other tenants of the Airport, or which may cause an increase in Landlord's insurance costs, whether such increased costs are incurred or not; and

4. Aviation fueling operations of any kind without a valid fuel dispensing permit issued by the Town of Addison.

5. Any non-aeronautical use or purpose including, but not limited to, the parking of vehicles not required for Tenant's aeronautical operations.

C. [Intentionally Omitted].

D. Tenant acknowledges that Landlord is bound by the terms and conditions of all Federal Aviation Administration, Texas Department of Transportation, and other grant agreements, grant assurances and regulations regarding the Airport, and the terms or any grant, loan, regulation, or agreement under Section 22.055 of the Texas Transportation Code, as amended or superseded, whether now existing or made in the future. Tenant agrees not to knowingly take any action or refrain from taking any action concerning the Demised Premises that would cause Landlord to violate such regulations or standards.

E. Tenant, for itself, its personal representatives, successors in interest and assigns, as part of the consideration herein, agrees as a covenant that no person shall be excluded from participation in, denied the benefits of or otherwise subject to discrimination because of race, color, national origin, religion, disability, sex (including pregnancy, sexual orientation, or gender identity). Tenant further agrees for itself, its personal representatives, successors in interest and assigns that no person shall be excluded from the provision of any services on or in the construction of any improvements or alterations to the Demised Premises on grounds of race, color, national origin, religion, disability, sex, (including pregnancy, sexual orientation, or gender identity). Tenant agrees to furnish its accommodation and to price its goods and services on a fair and equal basis for all people. In addition, Tenant covenants and agrees that it will always comply with any requirements imposed by or pursuant to Title 49 of the Code of Federal Regulations, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation and with any amendments to this regulation which may hereafter be enacted. If any claim arises from an alleged violation of this non-discrimination covenant by Tenant, its personal representatives, successors in interest or assigns, Tenant agrees to indemnify Lessor and hold Lessor harmless.

F. To the extent the Demised Premises is used for commercial purposes, Tenant agrees to furnish all services on a fair, equal, and non-unjustly discriminatory basis to all users thereof and to charge fair, reasonable, and not unjustly discriminatory prices for such services, provided that the Tenant may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

Section 6. Land Improvements:

A. Existing Land Improvements:

For the purpose of this Lease, the term "Existing Land Improvements" shall mean those real property improvements, if any, made to the Demised Premises in their "as is", "where is" condition together with all faults and patent and latent defects on or before the Effective Date of this Agreement, including but not limited, to the existing paved aircraft parking apron in its used and depreciated condition, which Tenant accepts pursuant to Section 7 below.

B. New Land Improvements:

See ***Ground Lease Addendum #1*** attached hereto and incorporated herein by reference.

C. Future Land Improvements:

Except as provided for in this Agreement, Tenant may not construct, locate, install, place, or erect any other Future Land Improvements (as defined in Ground Lease Addendum #2) upon the Demised Premises without the prior written consent of Landlord. See ***Ground Lease Addendum #2*** attached hereto and incorporated herein by reference.

D. Land Improvements:

The term "Land Improvements" as used herein shall mean all real property improvements constructed, erected, affixed or other made on or to the Demised Premises including but not limited to the Existing Land Improvements, New Land Improvements and All Future Land Improvements defined above during the Term, but excluding any personal property and trade fixtures owned by Tenant (including aircraft stored on the Demised Premises).

Section 7. Acceptance of Demised Premises:

TENANT ACKNOWLEDGES THAT TENANT HAS FULLY INSPECTED THE DEMISED PREMISES AND ACCEPTS THE DEMISED PREMISES AND THAT THE DEMISED PREMISES ARE LEASED TO TENANT "AS IS, WHERE IS, AND WITH ALL FAULTS AND PATENT AND LATENT DEFECTS", AND LANDLORD HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS, ANY REPRESENTATION, PROMISE, COVENANT, AGREEMENT, GUARANTY OR WARRANTY OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, AS TO THE QUANTITY, QUALITY, CONDITION, SUITABILITY, HABITABILITY, OR FITNESS OF THE PROPERTY INCLUDING WITHOUT LIMITATION THE DEMISED PREMISES AND THE IMPROVEMENTS THEREON, FOR ANY PURPOSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION REGARDING SOIL CONDITIONS, AVAILABILITY OF UTILITIES [SUBJECT TO SECTION 16], DRAINAGE, ZONING LAWS, ENVIRONMENTAL LAWS, OR ANY OTHER FEDERAL, STATE OR LOCAL STATUTES, CODES, REGULATIONS OR ORDINANCES. TENANT ALSO

ACKNOWLEDGES AND AGREES THAT TENANT'S INSPECTION AND INVESTIGATION OF THE DEMISED PREMISES HAVE BEEN **(OR WILL BE)** ADEQUATE TO ENABLE TENANT TO MAKE TENANT'S OWN DETERMINATION WITH RESPECT TO THE SUITABILITY OR FITNESS OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO SOIL CONDITIONS, AVAILABILITY OF UTILITIES [SUBJECT TO SECTION 16], DRAINAGE, ZONING LAWS, ENVIRONMENTAL LAWS, AND ANY OTHER FEDERAL, STATE OR LOCAL STATUTES, CODES, REGULATIONS OR ORDINANCES. TENANT ACKNOWLEDGES THAT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS PARAGRAPH ARE AN INTEGRAL PORTION OF THIS LEASE AND THAT LANDLORD WOULD NOT AGREE TO LEASE THE DEMISED PREMISES TO TENANT AS SET FORTH HEREIN WITHOUT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS PARAGRAPH. TENANT FURTHER ACKNOWLEDGES THAT TENANT IS NOT IN A DISPARATE BARGAINING POSITION WITH RESPECT TO LANDLORD. TENANT ACKNOWLEDGES AND AGREES FURTHER THAT THIS LEASE IS SUBJECT TO ANY AND ALL CURRENTLY EXISTING TITLE EXCEPTIONS OR OTHER MATTERS OF RECORD OR ANY MATTER OR ITEM VISIBLE OR APPARENT FROM AN INSPECTION AFFECTING THE DEMISED PREMISES. TENANT WAIVES ANY EXPRESS OR IMPLIED WARRANTIES OF SUITABILITY, HABITABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND FURTHER WAIVES ALL CLAIMS BASED ON ANY DEFECT IN THE DEMISED PREMISES WHETHER OR NOT SUCH DEFECT COULD HAVE BEEN DISCOVERED BY TENANT'S REASONABLE INSPECTION. TENANT, AT ITS COST, SHALL BE ENTITLED TO PERFORM A PHASE I ENVIRONMENTAL STUDY, PROVIDING A COPY THEREOF TO LANDLORD, ALL AS MAY BE SPECIFIED IN MORE DETAIL IN SECTION 22.D. BELOW. WITHOUT LIMITING THE FOREGOING, THERE IS NO WARRANTY, EXPRESS OR IMPLIED, OF SUITABILITY, MERCHANTABILITY, HABITABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE GIVEN IN CONNECTION WITH THIS LEASE.

In accepting the Demised Premises, Tenant acknowledges that this Lease shall be construed to provide Rent to Landlord on a Net Return Basis, as set out in Section 32.

Section 8. Securing Governmental Approvals and Compliance with Law; Noise Abatement:

A. Tenant at Tenant's sole cost and expense shall obtain all governmental licenses, permits and approvals necessary for the construction of improvements and for the use and occupancy of the Demised Premises. This Lease is subject to and Tenant shall comply at all times with all laws, ordinances, rules, regulations, directives, permits, or standards of any governmental authority, entity, or agency (including, without limitation, the Town of Addison, Texas, the State of Texas, the Federal Aviation Administration, the Texas Department of Transportation, the United States Environmental Protection Agency, and the Texas Commission on Environmental Quality) applicable or related to, whether directly or indirectly the use and occupancy of the Demised Premises and whether in existence or hereafter enacted, adopted or imposed. Tenant shall promptly comply with all governmental orders and directives for the correction, prevention, and abatement of nuisances in or upon, or connected with, the Demised Premises, all at Tenant's sole cost and expense, and shall

comply with and be subject to (and this Lease is made and entered into subject to) all grant agreements or grant assurances now existing or as hereafter agreed to, adopted, or imposed.

Tenant agrees that any new construction or modification of existing improvements on the Demised Premises will comply with all standards and rules published by the Landlord or by the Airport Manager (as of the Effective Date, the Airport Manager is as set forth in the Recitals, above, but the Airport Manager may be changed or modified by the City, and for purposes of this Lease the Airport Manager shall also mean any person or entity authorized by Landlord to manage and/or operate the Airport), including, but not limited to, the Airport's published "Construction/Maintenance Standards and Specifications," will comply with the Town of Addison building and related codes and zoning requirements or any other laws, ordinances, permits, rules, regulations, or policies of the Town of Addison, Texas, and will meet or exceed all applicable State and Federal standards, permits, laws, rules, or regulations. Tenant recognizes that the referenced Construction/Maintenance Standards and Specifications, Town of Addison building and related codes and zoning requirements and other laws, ordinances, permits, rules, regulations or policies, and all applicable State and Federal standards, laws, rules, or regulations may be modified or amended from time to time and that compliance will be measured by such standards in effect at the time of a particular construction or modification of improvements after the initial construction of the Land Improvements pursuant to the Design Plan.

B. Tenant shall always comply with all noise abatement standards at the Airport, shall notify any employee, guest, or invitee of Tenant, including any aircraft operator, using any portion of the Demised Premises of such standards and shall ensure compliance with such standards by such third party.

Section 9. Assignment; Subletting and Mortgaging of Leasehold Estate; Stored Aircraft Information:

A. Without the prior written consent of Landlord (which consent may be granted or withheld in Landlord's sole and absolute discretion), Tenant shall have no power to and may not assign, sell, pledge, encumber, license, transfer, or otherwise convey in any manner whatsoever, including by merger, consolidation, operation of law, or otherwise (together, "assign" or "assignment," and the person or entity to whom an assignment is made being an "assignee"), this Lease or any rights, duties, or obligations of Tenant hereunder (except to a leasehold mortgagee as hereinbelow provided and in accordance with and subject to all of the terms and conditions of this Lease) nor sublet in whole or in part any portion of the Demised Premises, and any such assignment or any subletting shall be null and void and may be deemed by Landlord (in Landlord's sole discretion) an event of default under Section 23 of this Lease. Any assignment or subletting shall be expressly subject to all the terms and provisions of this Lease, including the provisions of Section 5 pertaining to the use of the Demised Premises. In the event of any Landlord-approved assignment or subletting, Tenant shall not assign Tenant's rights, duties, or obligations hereunder nor sublet the Demised Premises without first obtaining a written agreement from each such assignee or sublessee whereby each such transferee or sublessee agrees to be bound by the terms and provisions of this Lease (which, in the case of a sublease, may be limited to the applicable obligations delegated to the subtenant). No such assignment or subletting shall constitute a novation. In the event of the occurrence of an event of default while the Demised Premises are assigned or sublet, Landlord, in addition to any other rights and remedies provided herein or by

law, may at Landlord's option, collect directly from such assignee or subtenant all Rents becoming due under such assignment or subletting and apply such Rent against any sums due to Landlord hereunder. No direct collection by Landlord from any such assignee or subtenant shall release Tenant from the payment or performance of Tenant's obligations hereunder. Landlord's consent to any assignment or subletting will not act as a waiver of any rights or remedies granted to or retained by Landlord under this Lease and shall not act as an election of remedies nor shall it prohibit Landlord from exercising its rights and remedies with respect to any other actual or proposed assignment or subletting, and Landlord's consent to any assignment shall not relieve Tenant or any Guarantor of any liability to Landlord under this Lease or otherwise.

B. Notwithstanding the foregoing, Landlord hereby acknowledges and consents to Tenant's subletting of the Demised Premises for the purpose of renting aircraft storage only, provided that each sublease is evidenced by written agreement, signed, and executed by Tenant and sublessee and fairly states:

1. In the event of any conflict between the terms of this Lease and the terms of the sublease, the terms of this Lease shall control; provided, that the subtenant shall not be required to pay Rent under this Lease and shall only be required to perform obligations under this Lease which are delegated to the subtenant under its sublease;

2. Such subletting shall not constitute a novation;

3. In the event of occurrence of an event of default while the Demised Premises are sublet, Landlord, in addition to any other remedies provided herein or by law, may at Landlord's option, collect directly from such subtenant all Rents becoming due under such subletting and apply such Rent against any sums due to Landlord hereunder;

4. Sublessee shall be obligated to obtain Landlord's consent to any action as to which Tenant is obligated to obtain such consent under the Lease;

5. Any such sublease is to automatically terminate upon termination of this Lease notwithstanding any other provision of the sublease to the contrary;

6. Landlord shall have no responsibility or obligation for the performance by Tenant of its obligations under the sublease;

Neither Landlord's consent to a sublease, the exercise by Landlord of its rights and remedies hereunder, nor the sublease or any other instrument shall give sublessee any rights directly or indirectly against Landlord or create or impose any obligation, duty, responsibility, or liability of Landlord in favor of or for the benefit of sublessee. Furthermore, Tenant agrees that in no way does any sublease release Tenant from any of its covenants, agreements, liabilities and duties under this Lease; that this consent does not constitute approval by Landlord of the terms of any such sublease; that nothing herein contained shall be deemed a waiver or release of any of the Landlord's rights or remedies under this Lease or pursuant to law, in equity, or otherwise; that Tenant shall remain fully liable for the performance of each and every term, provision, covenant, duty and obligation of the Tenant under this Lease, including, without limitation, the duty to make any and all payments of Rent; and that any violation of any terms and conditions of this Lease by a sublessee may constitute a default under this Lease.

C. If consent by Landlord to an assignment is required hereunder, Tenant shall request, in writing, Landlord's consent to a proposed assignment and such request must include, in addition to any other information or materials that Landlord may request: (i) the name of the proposed assignee; (ii) the nature and character of the assignee's business; (iii) all material terms of the proposed assignment; and (iv) financial statements or other evidence of the proposed assignee to perform its obligations under this Lease.

For purposes hereof, an assignment will be deemed to occur if the person or persons who own or have voting control of more than 50% of Tenant on the Effective Date (or any assignee of Tenant on the date of such assignment), or partnerships or trusts formed by such persons for estate planning purposes, or affiliates of any such persons, cease to own or have voting control of more than 50% of Tenant at any time during the Term. Tenant shall provide to Landlord from time to time, as requested by Landlord and in a form acceptable to Landlord, a written certification confirming that no such assignment has occurred without Landlord's consent, if such consent is required hereunder. For purposes hereof, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities or otherwise.

D. Tenant shall have the right to mortgage the leasehold estate of Tenant created hereby in order to secure a mortgage loan for the purpose of (i) obtaining funds for the construction of the New Land Improvements described in Section 6, or to reimburse Tenant for funds advanced by Tenant for such purpose or to refinance any such loan, or (ii) other construction upon the Demised Premises approved from time to time by Landlord in writing, or (iii) for any other purpose which may be approved from time to time by Landlord in writing. In the event that Tenant, pursuant to mortgages or deeds of trust, mortgages the leasehold estate of Tenant created hereby, the leasehold mortgagee shall in no event become personally liable to perform the obligations of Tenant under this Lease unless and until said mortgagee becomes the owner of the leasehold estate pursuant to foreclosure, transfer in lieu of foreclosure, or otherwise, and thereafter said leasehold mortgagee shall remain liable for such obligations only so long as such mortgagee remains the owner of the leasehold estate. Notwithstanding the foregoing, it is specifically understood and agreed that no such mortgaging by Tenant and/or any actions taken pursuant to the terms of such mortgage shall ever relieve Tenant of Tenant's obligation to pay the Rent due hereunder and otherwise fully perform the terms and conditions of this Lease.

E. All mortgages or deeds of trust whereby Tenant mortgages the leasehold estate of Tenant created hereby shall contain provisions (i) requiring the leasehold mortgagee to give Landlord at least fifteen (15) days written notice prior to accelerating the debt of Tenant to such mortgagee and/or initiating foreclosure proceedings under said mortgages or deeds of trust, and (ii) allowing Landlord during such fifteen (15) day notice period to cure Tenant's default and prevent said acceleration and/or foreclosure proceedings, and thereafter at Landlord's option to assume Tenant's position under said mortgages or deeds of trust.

F. Landlord agrees, if and so long as the leasehold estate of Tenant is encumbered by a leasehold mortgage and written notice to such effect has been given to Landlord, to give the holder of such leasehold mortgage at such address or addresses as may be specified in such written notice to Landlord for the giving of notices to the leasehold mortgagee, or as otherwise may be

specified by the leasehold mortgagee to Landlord in writing, written notice of any default hereunder by Tenant, simultaneously with the giving of such notice to Tenant, and the holder of any such leasehold mortgage shall have the right, for a period of fifteen (15) days after its receipt of such notice or within any longer period of time specified in such notice, to take such action or to make payment as may be necessary or appropriate to cure any such default so specified, it being the intention of the parties hereto that Landlord shall not exercise Landlord's right to terminate this Lease without first giving any such leasehold mortgagee the notice provided for herein and affording any such leasehold mortgagee the right to cure such default as provided for herein.

G. Landlord further agrees to execute and deliver to any proposed leasehold mortgagee of Tenant a "Non-Disturbance Agreement" wherein Landlord agrees that Landlord will (i) recognize such mortgagee after foreclosure, or transfer in lieu of foreclosure, as Tenant hereunder, and (ii) continue to perform all of Landlord's obligations hereunder so long as such mortgagee performs all of the obligations of Tenant hereunder; provided, however, that notwithstanding the foregoing or any other provision of this Lease, such mortgagee or its successors and assigns after foreclosure or transfer in lieu of foreclosure shall not and does not have the right and shall not and does not have the power to assign (as defined in subsection A. of this Section above) this Lease, or any right, interest, obligation, or liability hereunder, or any part of the Demised Premises, without the prior written approval of Landlord, and any such assignment shall be null and a cause for immediate termination of this Lease by Landlord, it being the intent of this provision that such mortgagee shall have no greater right to assign or sublet this Lease, or any right, interest, obligation, or liability hereunder, or any part of the Demised Premises, than the Tenant has as set forth in this Section. Landlord also agrees to consider the execution and delivery to such proposed leasehold mortgagee any other documents which such proposed leasehold mortgagee may reasonably request concerning the mortgaging by Tenant of the leasehold estate created hereby; provided, however, that Landlord shall never be required to subordinate Landlord's interest in the Demised Premises to the mortgage of such proposed leasehold mortgagee.

H. Upon request by Landlord, Tenant shall provide to Landlord a complete and accurate roster of any subtenants which shall include, but not be limited to, name, mailing address, email address, daytime telephone number, 24-hour emergency contact information, together with the make, model, aircraft type and "N" number of any aircraft regularly stored or located on or in the Demised Premises. Tenant's failure to provide said information as prescribed constitutes a default of this Lease, subject to notice and cure as provided in Section 23(B).

Section 10. Property Taxes and Assessments:

Tenant shall pay, before they become delinquent, all property taxes or assessments, and any other governmental charges, fees, or expenses (collectively, the "Taxes"), levied or assessed on any improvements on the Demised Premises, the personal property and fixtures on the Demised Premises, and, if applicable, upon the leasehold estate of Tenant created hereby. Upon the request of Landlord, Tenant shall from time to time furnish to Landlord "paid receipts" or other written evidence that all such taxes have been paid by Tenant. In the event Tenant shall fail to pay any such taxes, assessments, or charges before delinquency, Landlord shall have the right to pay (but not the obligation) or may cause all taxes, assessments, or charges to be paid and the reasonable costs thereof expended by Landlord plus interest thereon as provided in Section 39 of this Lease

shall be paid by Tenant on demand. Subject to the payment of any outstanding Taxes, Tenant may protest, appeal, or institute other formal proceedings to affect a reduction or abatement of real estate taxes and assessments with respect to real estate taxes and assessments levied against the improvements on the Demised Premises and/or the Tenant's leasehold interest in the Lease for any tax fiscal year that ends after the Commencement Date of this Lease. Such protest, appeal or other proceedings may be conducted only in the name of Tenant. To this end and at Tenant's expense, Tenant shall give Landlord written notice of any such protest or appeal and resolution thereof. Notwithstanding the foregoing, Tenant shall not contest the determination that the buildings and/or improvements are subject to taxation. If a final (non-appealable) determination is rendered by DCAD or a court of appropriate and competent jurisdiction that any such buildings or other improvements are not subject to property taxation, the Rent (as the same may be adjusted) for the year in which such final determination becomes effective shall be increased by an amount equal to the property tax revenue from such buildings and improvements that Tenant would have paid to the Town of Addison, Texas in that year but for such final determination (and such initial increased amount shall be paid to Landlord on or before December 31 of such year, unless otherwise agreed to by Landlord); thereafter, the Rent (as the same may be adjusted) as so increased shall continue, subject to adjustment as set forth in this Lease.

Section 11. Maintenance and Repair of Demised Premises:

A. Tenant shall, throughout the Term hereof, maintain in good repair and in a first-class condition as set forth herein and all applicable ordinances, codes, rules, and regulations of, or adopted by the Town of Addison, Texas all the Demised Premises and all improvements, fixtures, equipment and personal property on the Demised Premises and keep them free from waste or nuisance and, at the expiration or termination of this Lease, deliver up the Demised Premises clean and free of trash and in good repair and condition in accordance with the construction and/or maintenance standards set forth herein and all applicable ordinances, codes, rules, and regulations of or adopted by the Town of Addison, Texas), with all fixtures and equipment, if any, situated in the Demised Premises in good working order, reasonable wear and tear excepted. Tenant shall reimburse Landlord for and indemnify Landlord against all damages which Landlord incurs from Tenant's delay in vacating the Demised Premises.

B. Provided Tenant is entitled to the Extended Term set forth in Section 2.B above, Tenant shall deliver to Landlord within sixty (60) days of the fifth (5^{th}) anniversary of the Commencement Date of this Agreement, a completed and signed and dated Pavement Inspection Report ("PIR") (if performed by licensed professional engineer, the PIR is to be signed and stamped by the licensed engineered) generally in the form and content as given in **Exhibit 4** attached hereto and incorporated herein by reference. The PIR may be performed by Tenant (or employee of Tenant) or, a professionally qualified licensed engineer (Landlord may, at its sole discretion, not accept a PIR performed by a third party who is not a licensed engineer). It is the intent herein for Tenant to establish and perform routine inspections of the Land Improvements to ensure each element or feature is thoroughly inspected, potential problem areas identified, and proper corrective measures are recommended and implemented by Tenant:

1. The PIR shall be cumulative over the Term, evidencing each condition found and reported, the recommended remedy, the maintenance action is taken and when, and the

estimated cost of the said remedy. Thereafter, Tenant shall update the PIR every five years (within sixty-days thereof) and deliver the same to Landlord for its records.

2. If deferred pavement maintenance is identified (or any other substandard condition) and reported, Landlord may make a written demand for Tenant to remedy the reported deferred condition. Should Tenant fail to timely remedy the condition set forth in Landlord's demand notice, Landlord reserves the right but not the obligation to (i) make the repairs itself and invoice Tenant for the cost of the repairs or, (ii) give notice to Tenant of its default of this Lease; pursuant to Section 23 – Default By Tenant.

3. Tenant's failure to timely deliver the PIR to Landlord as required herein shall constitute a default under Section 23 of this Agreement if not cured within the cure periods set forth herein.

4. Notwithstanding the foregoing, over the Term Landlord reserves the right to conduct its own PIR performed by a professionally qualified licensed engineer who is not an employee of the Landlord and is not compensated on a contingent fee or percentage basis. If deferred pavement maintenance or other substandard conditions are identified and reported in Landlord's PIR, Landlord may elect to provide Tenant a copy of the PIR and make written demand for (i) Tenant to remedy the reported conditions within a commercially reasonable period of time but in no event greater than six (6) months of Tenant's receipt of said notice, and (ii) reimburse Landlord for its out-of-pocket costs for the PIR (provided, that Tenant shall not be required to make such reimbursement more than one time in any 24 month period or if Tenant has provided a PIR to Landlord within the 24 month period prior to Landlord's PIR). Tenant's failure to remedy the reported conditions as required and or reimburse Landlord for its out-of-pocket costs are defaults of the Ground Lease pursuant to Section 23 of this Agreement if not cured within the cure periods set forth therein.

For the purposes of this Section 11, the term "deferred pavement maintenance" means physical deficiencies that could have been remedied with routine maintenance, normal operating maintenance, etc., excluding *de minimus* conditions that generally do not present a material physical deficiency to the subject property.

Section 12. Alterations, Additions, and Improvements:

After completion of the New Land Improvements described in Section 6, Tenant shall not make any alterations, additions, modifications, or improvements to the Demised Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

All alterations, modifications, additions, and improvements in and to the Demised Premises shall be performed in a good and workmanlike manner, and shall comply with all the standards and requirements set out above, and in Section 6 (including applicable indemnity obligations) and Section 8, and Tenant shall promptly pay and discharge all costs, expenses, claims for damages (including incidental, special, and consequential damages), liens and any other liabilities and

obligations which arise in connection therewith (and shall defend, indemnify, and hold harmless Landlord and Manager, and their respective officials, officers, employees, and agents, from and against any and all such costs, expenses, claims, liens, liabilities, and obligations as set forth in Section 6).

Section 13. Insurance and Bonds:

A. At all times in connection with this Lease and during the Term hereof, Tenant shall purchase and maintain at the Tenant's sole cost and expense and in a company or companies lawfully authorized to do business in Texas such insurance coverages relating to the Demised Premises as follows:

1. If applicable, insurance against loss or damage to improvements by fire, lightning, and all other risks from time to time included under standard extended coverage policies, and sprinkler, vandalism, and malicious mischief, all in amounts sufficient to prevent Landlord or Tenant from becoming co-insurers of any loss under the applicable policies but in any event in amounts not less than one hundred percent (100%) of the full insurable value of the Demised Premises and any and all improvements thereon. The term "full insurable value" as used herein means actual replacement value at the time of such loss. Upon request, such replacement value shall be determined by a qualified appraiser, a copy of whose findings shall be submitted to Landlord, and, thereafter, proper adjustment in the limits of insurance coverage shall be affected.

2. Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $1,000,000.00 general aggregate for bodily injury, death or property damage or destruction occurring on, in or about the Demised Premises, which coverage shall include products/completed operations ($1,000,000.00 products/ completed operations aggregate). Coverage for products/completed operations must be maintained for at least two (2) years after construction work has been completed. Coverage must include contractual liability.

3. Statutory limits of workers' compensation insurance and employer's liability with limits of liability of not less than $1,000,000.00 each-occurrence each accident/$1,000,000.00 by disease each-occurrence/$1,000,000.00 by disease aggregate.

4. If applicable, boiler and pressure vessel insurance on all steam boilers and air compressors, parts thereof, and appurtenances attached or connected thereto which because of their use or existence are capable of bursting, erupting, collapsing, imploding, or exploding, in the minimum amount of $500,000.00 for damage to or destruction of property resulting from such perils.

5. In connection with the design and construction of any improvements on the Demised Premises, architects, engineers, and construction managers, including design/build contractors used by Tenant, shall carry professional liability insurance at minimum limits of $250,000.00; this coverage must be maintained for at least two (2) years after the improvements are completed, and if coverage is written on a claims-made basis,

a policy retroactive date equivalent to the inception date of this Lease (or earlier) must be maintained.

6. Hangarkeepers' Legal Liability insurance, at limits of $1,000,000.00 per occurrence is required if Tenant is engaged in maintenance, repair, or servicing of aircraft belonging to a third party on the Demised Premises, or if Tenant is otherwise involved in any operation on the Demised Premises in which Tenant has care, custody, or control of an aircraft that belongs to a third-party.

7. Aircraft liability insurance against third-party bodily injury or death and property damage or destruction at minimum limits required by regulatory agencies having jurisdiction at the Airport and which are acceptable to Landlord, but in any event not less than $1,000,000.00 each occurrence (applies to the ownership, operation or use of aircraft by Tenant or any subtenant). The policy shall include non-owned aircraft liability with a minimum of $1,000,000.00 and medical expense coverage with a limit of $5,000.00 for any one person.

8. Business Automobile Liability insurance for all Tenant-owned and non-owned vehicles being operated at the Airport with a minimum combined single limit of $1,000,000.00 for bodily injury and property damage.

9. If Tenant is fueling aircraft at the Airport pursuant to a fueling permit or license issued by the City, Tenant shall maintain a minimum of $1,000,000.00 in Pollution Liability Insurance coverage, which may be satisfied through sudden and accidental pollution coverage under Tenant's commercial general liability policy.

10. Such other insurance in such amounts and against such other insurable hazards, which at the time are commonly obtained within the aeronautical industry for similar types of improvements and other improvements that may be located on the Demised Premises and Tenant's permitted use of the Demised Premises.

B. Tenant shall cause all such policies of insurance to comply with the following and be specifically endorsed as follows:

1. The Town of Addison, Texas, and the Airport Manager and their respective past and present officials, officers, employees, and agents shall be named as additional insureds or loss payees except with respect to the professional liability policies and workers compensation insurance; and

2. All insurance policies that name the Town of Addison, Texas, and the Airport Manager (and their respective past and present officials, officers, employees, and agents) as additional insureds must be endorsed to read as primary coverage and non-contributory regardless of the application of other insurance; and

3. A waiver of subrogation in favor of the Town of Addison, Texas, and the Airport Manager (and their respective past and present officials, officers, employees, and agents) shall be contained in each policy required herein; and

4. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas, and the Airport Manager will receive at least thirty (30) days written notice before cancellation or non-renewal of the insurance (except that if such insurance is canceled for non-payment of premium, such notice shall be ten (10) days.); and

5. All insurance policies shall be endorsed to require the insurer to immediately notify the City and the Airport Manager of any material change in the insurance coverages; and

6. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison or the Airport Manager; and

7. Tenant may maintain reasonable and customary deductibles, subject to approval by Landlord; and

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

C. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of insurance, satisfactory to Landlord, evidencing all coverage above, shall be prepared and executed by the insurance company or its authorized agent, promptly delivered to Landlord and updated as may be appropriate, and shall:

1. List each insurance coverage described and required herein. Such certificates will also include a copy of the endorsements necessary to meet the requirements and instructions contained herein; and

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

D. Landlord reserves the right to review the insurance requirements contained herein and to reasonably adjust coverages and limits when deemed necessary and prudent by Landlord.

Section 14. Casualty Damage or Destruction:

A. In case of any damage to or destruction of the Land Improvements or any other improvements on or at the Demised Premises, or any part thereof, Tenant will promptly give written notice thereof to Landlord, generally describing the nature and extent of such damage and/or destruction.

B. In case of any damage to or destruction of any improvements (including the Land Improvements) on or at the Demised Premises, or any part thereof, Tenant, whether or not the insurance proceeds, if any, payable on account of such damage and/or destruction shall be sufficient for such purpose, at Tenant's sole cost, risk, and expense will promptly and diligently commence and complete the restoration, repair, and replacement of said improvements as nearly as possible to their value, condition, and character immediately before such damage and/or destruction and with at least as good workmanship and quality as such building, structure, equipment, or other improvements on or at the Demised Premises being repaired or replaced, with such alterations in and additions thereto as may be approved in writing by Landlord (hereinafter sometimes referred to as the "Restoration"). All Restoration plans (whether design, architectural, or otherwise) shall be approved in writing by Landlord before the commencement of construction, which approval shall not be unreasonably withheld, conditioned, or delayed; provided, that Landlord's approval shall not be required in connection with Restoration pursuant to plans previously approved by Landlord. All such design and construction shall comply with other sections of this Lease concerning the design and construction of buildings and other improvements on or at the Demised Premises, including without limitation Sections 6, 8, and 13 hereof.

C. All insurance proceeds, if any, payable on account of such damage to or destruction of the buildings, structures, and equipment on the Demised Premises shall be held by Landlord. Landlord shall be protected, and fully indemnified in accordance with Sections 6 and 21 hereof and other relevant provisions of this Lease, in acting upon any certificate believed by Landlord to be genuine and to have been executed by the proper party and shall receive such certificate as conclusive evidence of any fact or as to any matter therein set forth. Such certificate shall be full warranty, authority, and protection to Landlord in acting thereon and Landlord shall be under no duty to take any action other than as set forth in this Section 14.

D. Insurance proceeds received by Landlord on account of any damage to or destruction of the buildings, structures, and equipment on the Demised Premises, or any part thereof (less the costs, fees, and expenses incurred by Landlord and Tenant in the collection thereof, including, without limitation, adjuster's and attorney's fees and expenses ("Net Insurance Proceeds")) shall be applied as follows:

1. Net insurance proceeds as above defined shall be paid to Tenant or as Tenant may direct from time to time as Restoration progresses to pay (or reimburse Tenant for) the cost of Restoration, upon written request of Tenant to Landlord accompanied by (a) certificate of a supervising architect or engineer approved by Landlord, describing in reasonable detail the work and material in question and the cost thereof, stating that the same was necessary or appropriate to the Restoration and constitute a complete part thereof, and that no part of the cost thereof has theretofore been reimbursed, and specifying the additional amount, if any, necessary to complete the Restoration, and (b) an opinion of counsel, title commitment or similar report acceptable to Landlord confirming that there exist no mechanics', materialmen's or similar liens for labor or materials except such, if any, as are discharged by the payment of the amount requested.

2. Upon receipt by Landlord of the certificate and opinion of counsel, title commitment or report required by the foregoing clauses (i) (a) and (b) that Restoration has been completed

and the cost thereof paid in full, and that there are no mechanics', materialman's or similar liens for labor or materials supplied in connection therewith, the balance, if any, of such proceeds shall be paid to Tenant or as Tenant may direct.

E. Subject to extension for delays caused by Force Majeure, in the event Tenant does not promptly commence Restoration, or after commencement Tenant does not diligently proceed to the completion of same, and Tenant does not commence to cure such failure within the period set forth below, such failure by Tenant shall be an Event of Default by Tenant pursuant to notice and cure in Section 23.B of this Lease. If an Event of Default by Tenant occurs pursuant to the preceding sentence and is continuing, Landlord shall have the right, but not the obligation, to commence or complete Restoration as described hereinafter. Landlord's right to commence or complete Restoration shall begin after Landlord has given Tenant at least thirty (30) days written notice requesting (i) the commencement of Restoration, or (ii) that Tenant diligently proceed to the completion of Restoration, and Tenant during such thirty (30) day period fails to commence or fails to proceed to diligently complete Restoration. In such event, Landlord shall be entitled to obtain the insurance proceeds, and Tenant shall promptly pay any deficiency if such proceeds are not sufficient for Restoration.

F. In the event of termination of this Lease by Landlord because of Tenant's failure to commence or complete (as the case may be) the Restoration, this Lease shall terminate and come to an end upon Landlord's termination as aforesaid as though the date of such termination by Landlord were the date of expiration of the Term of this Lease. All insurance proceeds, if any are remaining and/or available subject to another secured interest on the property, shall be paid to the Landlord.

Section 15. Condemnation:

A. If during the Term hereof, any part of the Demised Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, or are sold to a condemning authority under threat of condemnation, and after such taking by or sale to said condemning authority the remainder of the Demised Premises is not susceptible to efficient and economic occupation and operation by Tenant, as determined by Tenant, Tenant shall be entitled to terminate this Lease as of the date that said condemning authority takes possession of the Demised Premises, and Landlord shall refund to Tenant any prepaid but unaccrued Rental less any sum then owing by Tenant to Landlord.

B. If after such taking by or sale to said condemning authority the remainder of the Demised Premises is susceptible to efficient and economic occupation and operation by Tenant, as determined by Tenant, this Lease shall not terminate but the Rental due hereunder shall be adjusted so that Tenant shall be required to pay for the remainder of the term hereof the sum obtained by multiplying each monthly Rental payment due hereunder, as adjusted from time to time pursuant to Section 4, by a fraction, the numerator of which shall be the number of square feet remaining in the Demised Premises after the taking by or sale to said condemning authority and denominator of which shall be the square footage originally contained in the Demised Premises. The Rental adjustment called for herein shall not commence until said condemning authority takes possession of the condemned portion of the Demised Premises.

C. If this Lease is not terminated pursuant to Section 15.A., Tenant shall promptly restore any building and any other improvements on the Demised Premises, and the condemnation proceeds to which Landlord and Tenant are entitled shall be awarded and paid first to cover the costs and expenses for restoring the remaining portion of the Demised Premises to a condition susceptible to efficient and economic occupation and operation by Tenant, and any remaining proceeds to which Landlord and Tenant are entitled shall be awarded and paid to Landlord and Tenant, as their interest may appear. If this Lease is terminated pursuant to Section 15.A, condemnation proceeds to which Landlord and Tenant are entitled shall be awarded and paid to Landlord and Tenant as their interests may appear.

Section 16. Utilities:

Tenant shall be responsible at Tenant's sole cost and expense for obtaining all utility connections at or for the Demised Premises and Tenant shall pay all charges for water, electricity, gas, sewer, telephone, or any other utility connections, tap-in fees, impact fees, and services furnished to the Demised Premises during the Term hereof. Tenant agrees to contact all utility service providers before any excavation or digging on the Demised Premises. Landlord shall in no event be liable or responsible for any cessation or interruption in any such utility services.

Section 17. Common Facilities:

Tenant and Tenant's employees, agents, servants, customers, and other invitees shall have the non-exclusive right to use all common facilities, improvements, equipment, and services which may now exist or which may hereafter be provided by Landlord for the accommodation and convenience of Landlord's customers and tenants, including landing and takeoff facilities, means of ingress and egress to the Demised Premises, other Airport installations, and all other reasonable services which may be provided with or without charge from time to time by Landlord in operating the Airport ("Common Facilities"). All such Common Facilities shall always be under the exclusive control, operation, and management of Landlord and may be rearranged, modified, changed, altered, removed, or terminated from time to time at Landlord's sole discretion.

Section 18. Rules and Regulations:

Landlord has adopted *Addison Airport Minimum Standards and Requirements for Commercial Aeronautical Service Providers* (also commonly referred to as the "Minimum Standards" or "Airport Minimum Standards") and *Addison Airport Rules and Regulations* (also commonly referred to as the "Rules and Regulations" or "Airport Rules and Regulations"), which shall govern Tenant in the use of the Demised Premises and all Common Facilities, a copy of which has been furnished to Tenant. The Minimum Standards and Rules and Regulations are incorporated by reference as if written verbatim herein, and Tenant agrees to always comply fully with these governing documents. Landlord, in its sole discretion, shall have the right to amend, modify and alter these Minimum Standards and Rules and Regulations from time to time in a reasonable manner or may introduce other regulations as deemed necessary for assuring the safety, welfare, convenience, and protection of property of Landlord, Tenant and all other tenants and

customers of the Airport, provided that any such amendments or modifications shall be uniformly applied in a non-discriminatory manner to all similarly situated tenants.

Section 19. Signs and Equipment:

After first securing Landlord's approval, which shall not be unreasonably withheld, conditioned, or delayed, Tenant shall have the right from time to time to install and operate signs depicting Tenant's name and operate radio, communications, meteorological, aerial navigation, and other equipment and facilities in or on the Demised Premises that may be reasonably necessary for the operation of Tenant's business, provided such signs and equipment are installed and maintained in compliance with all applicable governmental laws, rules, and regulations, including the City sign ordinance, and do not interfere with the operation of any navigation facilities or Airport communications (including, without limitation, navigation facilities or Airport communications used or operated by the Federal Aviation Administration).

Section 20. Landlord's Right of Entry:

Landlord and Landlord's authorized representatives shall have the right, during normal business hours, and upon no less than 48 hours prior written notice (except in the case of emergency threatening life, safety or property) to enter the Demised Premises (i) to inspect the general condition and state of repair thereof, (ii) to make repairs permitted under this Lease, (iii) to show the Demised Premises to any prospective tenant or purchaser or (iv) for any other reasonable and lawful purpose. No such entry by Landlord shall unreasonably interfere with the conduct of Tenant's operations at the Demised Premises.

During the final one hundred eighty (180) days of the term hereof, Landlord and Landlord's authorized representatives shall have the right to erect and maintain on or about the Demised Premises customary signs advertising the Demised Premises for lease.

Section 21. Indemnity and Exculpation:

A. Exculpation.

Except and to the extent caused by the gross negligence or intentional misconduct of Landlord or any party acting on its behalf, the Town of Addison, Texas and all other Addison Persons and the Manager Persons (for purposes of this subparagraph A, as the terms "Addison Persons" and "Manager Persons" are defined in subparagraph B below), shall not be liable to Tenant or to any Tenant Persons (for purposes of this subparagraph A, as the term "Tenant Persons" is defined in subparagraph B below), or to any other person whomsoever, for any death or injury to persons or damage to or destruction of property or any other harm on or about the Premises or any adjacent area owned by Landlord caused by or resulting from any act or omission of Tenant or any Tenant Persons or any other person entering the Premises under express or implied invitation of Tenant or any Tenant Persons, or arising out of the use or occupation of the Premises by Tenant or by any Tenant Persons, in the performance of Tenant's obligations hereunder.

B. Tenant's Indemnity Obligation.

Tenant agrees to and shall fully DEFEND (with counsel reasonably acceptable to Landlord), INDEMNIFY AND HOLD HARMLESS (i) the **Town of Addison, Texas**, and its elected officials, officers, employees, agents, representatives, and volunteers of the **Town of Addison, Texas**, individually or collectively, in both their official and private capacities (the **Town of Addison, Texas**, and the elected officials, the officers, employees, representatives, and volunteers of the **Town** of Addison, Texas each being an "Addison Person" and collectively the "Addison Persons") and (ii) Airport Manager and Airport Manager's owners, officers, employees and agents (Airport Manager and Airport Manager's owners, officers, employees and agents each being a "Manager Person" and collectively the "Manager Persons"), from and against any and all claims, actions, proceedings, causes of action, demands, losses, liens, harm, damages, penalties, fines, liabilities, expenses, lawsuits, judgments, costs, and fees (including reasonable attorney fees and court costs) of any kind and nature whatsoever made upon, incurred by, suffered by, or asserted against any Addison **Person or any Manager Person or the DEMISED Premises, whether directly or indirectly, (collectively for purposes of this subparagraph B, "Damages"), that result from, relate to, or arise out of, in whole or in part, from:**

1. any condition of the DEMISED PREMISES caused in whole or in part by Tenant or by any of Tenant's owners, directors, shareholders, partners, managers, officers, employees, agents, representatives, engineers, consultants, contractors, subcontractors, tenants, licensees, invitees, patrons, concessionaires, or any other person or entity for whom Tenant is legally responsible, and their respective owners, directors, shareholders, partners, officers, managers, employees, agents, representatives, engineers, consultants, contractors, subcontractors, tenants, licensees, invitees, patrons, and concessionaires, or any other person acting by or under the authority or with the permission of Tenant, Tenant's tenants, or any other person entering the Premises under express or implied invitation of Tenant during the Term (collectively, "Tenant Persons"); and

2. any construction on or repair to the DEMISED Premises, or the Demised Premises becoming out of repair due to the fault of Tenant or any Tenant Persons, for any reason including by failure of equipment, pipes, or wiring, or broken glass, or by the backing up of drains, or by gas, water, steam, electricity or oil leaking, escaping or flowing into the Premises, regardless of the source, or by dampness or by fire, explosion, falling plaster or ceiling; and

3. representations or warranties by Tenant under this Lease; and/or

4. any act or omission of Tenant or any Tenant Persons under, in connection with, or the performance of, this Lease.

SUCH DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SHALL AND DOES INCLUDE DAMAGES ALLEGED OR FOUND TO HAVE BEEN CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE TOWN OF ADDISON, TEXAS, ANY OTHER ADDISON PERSON, THE AIRPORT MANAGER, OR ANY OTHER MANAGER PERSON, OR BY ANY ACT OR OMISSION BY THE TOWN OF ADDISON, TEXAS, ANY

OTHER ADDISON PERSON, THE AIRPORT MANAGER, OR ANY OTHER MANAGER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND; PROVIDED THAT UNDER NO CIRCUMSTANCE SHALL THE SAME APPLY TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF THE LANDLORD OR ANY PARTY ACTING ON ITS BEHALF.

However, Tenant's liability under this clause shall be reduced by that portion of the total amount of the Damages (excluding defense fees and costs) equal to the Addison Person or Addison Persons', or Manager Person or Manager Persons' (as the case may be), a proportionate share of the negligence or conduct that would give rise to strict liability of any kind, that caused the loss. Likewise, Tenant's liability for any Addison Person's or any Manager Person's defense costs and attorney's fees shall be reduced by that portion of the defense costs and attorneys' fees equal to Addison Person or Addison Persons', or Manager Person or Manager Persons', (as the case may be) proportionate share of the negligence or conduct that would give rise to strict liability of any kind, that caused the loss.

Tenant shall promptly advise Landlord in writing of any claim or demand against the Town of Addison, any other Addison Person, any Manager Person, or Tenant or any Tenant Person related to or arising out of Tenant's activities under this Lease and shall see to the investigation and defense of such claim or demand at Tenant's sole cost and expense. The Addison Persons and Manager Persons, as the case may be, shall have the right, at the Addison Persons' or Manager Persons' (as the case may be) option and at their own expense, to participate in such defense without relieving Tenant of any of its obligations hereunder.

C. Release.

Tenant hereby RELEASES the Town of Addison, Texas and all other Addison Persons (as the term "Addison Persons" is defined in subparagraph B. of this Section 21) and Airport Manager and all other Manager Persons (as the term "Manager Persons" is defined in subparagraph B. of this Section 21) from, and agrees that the Town of Addison, Texas and all other Addison Persons, and Airport Manager and all other Manager Persons, shall not be liable to Tenant or any Tenant Persons (as the term "Tenant Persons" is defined in subparagraph B. of this Section 21) for (i) any death or injury to any person or persons or damage to or destruction of property of any kind resulting from the **Demised** Premises becoming out of repair or by defect in or failure of equipment, pipes, or wiring, or broken glass, or by the backing up of drains, or by gas, water, steam, electricity or oil leaking, escaping or flowing into the **Demised** Premises, regardless of the source, or by dampness or by fire, explosion, falling plaster or ceiling or for any other reason whatsoever, and for (ii) any loss or damage that **may result from or** be occasioned by or through the acts or omissions of other tenants of Landlord or caused by operations in construction of any private, public**, or quasi-public work,** INCLUDING, WITHOUT LIMITATION, ANY AND ALL CLAIMS WHICH ARISE FROM, OR ARE ALLEGED OR FOUND TO HAVE BEEN CAUSED BY, IN WHOLE OR IN PART, THE NEGLIGENCE [BUT EXCLUDING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT] OF ANY OF THE INDEMNIFIED PERSONS, OR CONDUCT BY ANY OF THE INDEMNIFIED PERSONS THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

C. The provisions of Section 21 shall survive the expiration or termination of this Lease.

Section 22. Environmental Compliance:

A. No Storage or Disposal:

Tenant shall not install, store, use, treat, transport, discharge or dispose (or permit or acquiesce in the installation, storage, use, treatment, transportation, discharge or disposal by Tenant, its directors, officers, shareholders, members, partners, agents, employees, invitees, contractors, subcontractors, independent contractors, or subtenants) on the Demised Premises or any portion of the Common Facilities, any: (a) asbestos in any form; (b) urea formaldehyde foam insulation; (c) transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of 50 parts per million; or (d) any other chemical, material, air pollutant, toxic pollutant, waste, or substance which is regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by the Resource Conservation Recovery Act (42 U.S.C. §6901, et seq., as amended or superseded), the Comprehensive and Environmental Response Compensation and Liability Act (42 U.S.C. §9601, et seq, as amended or superseded), the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act, and/or the Clean Water Act, or any other federal, state, county, regional, local or other governmental authority laws, rules, orders, standards, policies, or regulations, or which, even if not so regulated may or could pose a hazard to the health and safety of the occupants of the Demised Premises and/or any portions of the Common Facilities, and which is either: (i) in amounts in excess of that permitted or deemed safe under any applicable law, rule, order, standard, policy, or regulation or (ii) in any manner prohibited or deemed unsafe under applicable law, rule, order, standard, policy, or regulation. (The substances referred to in (a), (b), (c) or (d) are collectively referred to hereinafter as "Hazardous Materials").

B. Cleanup Laws:

Tenant shall, at Tenant's own expense, comply with any presently existing or hereafter enacted laws relating to Hazardous Materials (collectively, "Cleanup Laws"); provided, however, that Tenant shall not be responsible for correcting any violation of the Cleanup Laws under this Section that existed before the Effective Date or that is caused by any party other than Tenant, its directors, shareholders, members, partners, officers, agents, employees, invitees, independent contractors, contractors, subcontractors, licensees, subtenants, any other person entering the Demised Premises under express or implied invitation of Tenant, or any person directly or indirectly employed by or acting under Tenant (the "Tenant Party(ies)"). In furtherance and not in limitation of the foregoing, Tenant shall, at Tenant's own expense, make all submissions to provide all information to, and comply with all requirements of the appropriate governmental authority (the "Authority") under the Cleanup Laws, to the extent provided in the preceding sentence. Should any Authority require that a cleanup plan be prepared and that a cleanup be undertaken because of the existence of Hazardous Materials that were installed, stored, used, treated, transported, disposed of or discharged on the Demised Premises and/or any portion of the Common Facilities, by Tenant, its directors, shareholders, members, partners, officers, agents, employees, invitees, independent contractors, contractors, subcontractors, licensees, subtenants, any other person entering the Demised Premises under express or implied invitation of Tenant, or

any person directly or indirectly employed by or acting under any Tenant Party during the Term of this Lease, Tenant shall, at Tenant's own expense, prepare and submit the required plans and financial assurances and carry out the approved plans in accordance with such Cleanup Laws and to Landlord's satisfaction. At no expense to Landlord, the Tenant shall promptly provide all information requested by Landlord for the preparation of affidavits or other documents required by Landlord to determine the applicability of the Cleanup Laws to the Demised Premises and/or any portion of the Common Facilities and shall sign the affidavits promptly when requested to do so by Landlord.

TENANT'S FURTHER INDEMNITY OBLIGATION. Tenant shall indemnify, defend, save and hold harmless Landlord and all other Landlord persons, and airport manager and all other manager persons, from and against, and reimburse Landlord and all other Landlord persons, and airport manager and all other manager persons, for, any and all obligations, damages, injunctions, fines, penalties, demands, claims, costs, fees, charges, expenses, actions, causes of action, judgments, liabilities, suits, proceedings and losses of whatever kind or nature (including, without limitation, attorney's fees and court costs), and all cleanup or removal costs (collectively for purposes of this subsection, "damages") and all actions of any kind arising out of or in any way connected with the following, to the extent caused by Tenant or any Tenant Party, (i) the generation, installation, storage, use, treatment, transporting, disposal or discharge of hazardous materials in or on the demised premises and/or any portion of the airport, including the common facilities, or any property adjacent to the airport, by Tenant or any Tenant Party, and (ii) all fines, suits, procedures, claims and actions of any kind arising out of Tenant's failure to provide all information, make all submissions and take all steps required by the authority under the cleanup laws or any other environmental law, rule, standard, regulation, or policy. Such defense, indemnity, and hold harmless obligation shall and does include damages alleged or found to have been caused, in whole or in part, by the negligence [but not the gross negligence or willful misconduct] of the Landlord, any other Landlord person, airport manager, or any other manager person, or by any act or omission of Landlord, any other Landlord person, airport manager, or any other manager person that may give rise to strict liability of any kind. However, to the extent gross negligence and/or willful misconduct are alleged simultaneously with claims requiring defense and indemnity herein, Tenant shall defend all claims alleged against the Landlord, and any other Landlord person, and airport manager, and any other manager person. Tenant's liability under this indemnity obligation shall be reduced by that portion of the total amount of the damages (excluding defense fees and costs) equal to the indemnified person's or indemnified person's proportionate share of the negligence or conduct that would give rise to strict liability of any kind, that caused the loss. Likewise, the Tenant's liability for the indemnified person's or indemnified person's defense costs and attorney's fees shall be reduced by a portion of the defense costs and attorney's fees equal to the indemnified person's or indemnified persons' proportionate share of the negligence or conduct that would give rise to strict liability of any kind, that caused the loss. In addition to and not in limitation of Landlord's other rights and remedies, Tenant's failure to abide by the terms of this Section shall be restrainable by injunction.

C. Environmental Notices:

Tenant shall promptly supply Landlord with copies of any notices, correspondence and submissions made by Tenant to or received by Tenant from any governmental authorities of the

United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, the FAA, TxDOT, or any other local, state, or federal authority that requires submission of any information concerning environmental matters or Hazardous Materials.

D. Environmental Site Assessments:

Prior to the Commencement Date of this Lease, the Tenant, at Tenant's sole cost and expense, shall be entitled to conduct a Phase I Environmental Site Assessment ("ESA") with respect to the Demised Premises. If the Phase I ESA indicates the likely presence of Hazardous Materials on the Demised Premises, Tenant shall be entitled to conduct a Phase II ESA at Tenant's sole cost and expense. If the Phase II ESA indicates the presence of Hazardous Materials on the Demised Premises, Tenant shall be entitled, as its sole remedy, to disaffirm this Lease, in which case this Lease shall become null, and void and no further obligation shall be borne by either party hereto. A copy of a Phase I ESA and Phase II ESA, if any, shall be delivered promptly to Landlord upon completion.

Section 23. Default by Tenant:

Each of the following events, inclusive of those events of default otherwise referenced herein, shall be deemed to be an "Event of Default" (herein so called) by Tenant under this Lease:

A. Failure of Tenant to make any payment of Rent payable to Landlord or any other sum payable to Landlord hereunder, on the date that same is due, and such failure shall continue thereafter for ten (10) days (the "10-day Grace Period") and such failure shall not be cured within ten (10) days after written notice thereof (the "Cure Period") to Tenant (which Cure Period may overlap, in whole or in part, the 10-day Grace Period).

B. Failure to pay or cause to be paid Taxes (to the extent Tenant is obligated to pay or cause same to be paid), utilities, or insurance premiums, or any other payment which Tenant is obligated to pay under the Lease and such failure shall continue for thirty (30) days after written notice thereof to Tenant.

C. Failure of Tenant to comply with any term, condition or covenant of this Lease (other than the payment of Rent, or the payment of taxes, utilities or insurance premiums, or other payments Tenant is to make under this Lease, as set forth in Subsection A and B of this Section 23) and such failure shall not be cured within thirty (30) days after written notice thereof to Tenant setting forth such default; provided, however, in the event such failure is not susceptible of cure within such thirty (30) day period, then Tenant shall advise Landlord in writing of the same, such thirty (30) day period shall be extended for an additional period of time (not to exceed an additional sixty (60) days except in the case of Force Majeure, in which event the Force Majeure provisions shall apply) so long as Tenant has provided Landlord written notice of the curative measures Tenant proposes to undertake and has commenced to cure such failure within the initial thirty (30) day period and thereafter diligently pursues such cure.

D. Insolvency or the making of a transfer in fraud of creditors as determined by a court of law with jurisdiction over Tenant, or the making of a general assignment for the benefit of creditors by Tenant or any guarantor of Tenant's obligations.

E. Filing of a petition under any section or chapter of the Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof by Tenant or any guarantor of Tenant's obligations, or adjudication as a bankrupt or insolvent in proceedings filed against Tenant or such guarantor that is not dismissed within ninety (90) days.

F. Appointment of a receiver or trustee for all or substantially all the assets of Tenant or any guarantor of Tenant's obligations.

G. Abandonment or cessation of use of the Demised Premises or any substantial portion thereof for the purpose leased by Tenant for ninety (90) consecutive days.

H. Tenant is in default of any other lease or agreement with the Town of Addison after notice and opportunity to cure, if applicable, or, provided Tenant is the holder of a valid aviation fuel dispensing permit or license issued by the Town of Addison, is in default of said fuel dispensing permit or license after notice and opportunity to cure, if applicable.

Section 24. Remedies of Landlord:

Upon the occurrence and during the continuance of any uncured Event of Default by Tenant under this Lease, Landlord, without prejudice to any other legal, equitable, or contractual right or remedy, shall have the option to pursue any one or more of the following rights or remedies using lawful force if necessary or appropriate, without notice or demand whatsoever:

A. Terminate this Lease or any of Tenant's rights under this Lease, with or without reentering or repossessing the Demised Premises, and terminate any other lease or agreement at the Airport between Landlord and Tenant and any fuel license or permit granted to Tenant. Landlord may also terminate this Lease at any time after a termination of occupancy or possession as described in subsection B. of this Section.

B. Terminate the Tenant's right to occupy or possess all or any part of the Demised Premises without terminating this Lease and with or without reentering or repossessing the Demised Premises.

C. Recover unpaid Rent and any Damages (as defined below);

D. Re-enter and re-possess all or any part of the Demised Premises by changing or picking the locks, access codes, or other access control devices, and taking any other self-help or judicial action, to exclude Tenant and other occupants from the Demised Premises. Re-entry or repossession of the Demised Premises by Landlord will not be construed as an election by Landlord to terminate this Lease.

E. Remove and store (at Tenant's sole cost) any property (other than aircraft) on the Demised Premises.

F. Sue for eviction, specific enforcement, equitable relief, Rent, damages, or any other available remedy.

G. INTENTIONALLY DELETED (*reserved for the Application of a Security Deposit, if any*).

H. Cure Tenant's default, and if Landlord does so, Tenant must reimburse Landlord within 30 days after Landlord delivers an invoice for any actual, out-of-pocket expenses Landlord incurred effecting compliance with Tenant's obligations.

I. Withhold or suspend any payment that this Lease would otherwise require Landlord to make.

J. Exercise all other remedies available to Landlord at law or in equity (including, without limitation, injunctive and other extraordinary remedies).

For purposes of this Section, "Damages" includes, without limitation, all actual, incidental, and or consequential damages, court costs, interest, and attorneys' fees incurred by Landlord and arising from Tenant's breach of this Lease, including, without limitation, the cost of (A) recovering possession of the Demised Premises, (B) removing and storing Tenant's and any other occupant's property, (C) re-letting the Demised Premises, including, without limitation, the costs of brokerage commissions and cleaning, make-ready, or repairing the Demised Premises for a substitute tenant or tenants, (D) collecting any money owed by Tenant or a substitute tenant, I repairing any damage caused by any Tenant Persons, (F) performing any obligation of Tenant under the Lease, and (G) any other loss or cost incurred by Landlord as a result of, or arising from, Tenant's breach of the Lease or Landlord's exercise of its rights and remedies for such breach.

Unless Landlord delivers signed, written notice thereof to Tenant explicitly accepting surrender of the Demised Premises, providing for termination of this Lease, or evicting Tenant, no act or omission by Landlord or Airport Manager or their respective officials, officers, employees, or agents will constitute Landlord's acceptance of surrender of the Demised Premises, termination of Lease, or an actual or constructive eviction of Tenant (including, without limitation, Tenant's delivery of keys to any of Landlord's or Manager's officials, officers, employees, or agents or Landlord's repossession, reentry, or reletting of the Demised Premises).

Pursuit of any of the foregoing rights or remedies by Landlord shall not preclude Landlord's pursuit of any of the other rights or remedies herein provided or any other rights or remedies provided by law, in equity, or otherwise, nor shall pursuit of any right or remedy herein provided constitute a forfeiture or waiver of any Rent due to Landlord hereunder or of any damages accruing to Landlord because of the violation of any of the terms, conditions and covenants herein contained.

Section 25. Default by Landlord:

No default by Landlord hereunder shall constitute an eviction or disturbance of Tenant's use and possession of the Demised Premises or render Landlord liable for damages (including consequential damages) or entitle Tenant to be relieved from any of Tenant's obligations hereunder (including the obligation to pay Rent) or grant Tenant any right of deduction, abatement, set-off or recovery or entitle Tenant to take any action whatsoever with regard to the Demised Premises or Landlord until (a) thirty (30) days after Tenant has given Landlord written notice specifically setting forth such default by Landlord, and Landlord has failed to cure such default within said thirty (30) day period, or in the event such default cannot be cured within said thirty (30) day period then within an additional reasonable period of time so long as Landlord has commenced curative action within said thirty (30) day period and thereafter is diligently attempting to cure such default or (b) in case the case of any default by Landlord hereunder which prevents Tenant from accessing or utilizing the Demised Premises (or any material part thereof) for its intended purpose for a period of 24 hours after Tenant has provided notice to Landlord of the same (excepting, however, to the extent the same is caused by an emergency threatening life, safety or property but only to the extent Landlord is continuously using commercially reasonable efforts to remedy the same). Should Landlord fail to cure such default within said cure period, or within said additional reasonable period, Tenant shall have the right as its sole and exclusive remedy to:

A. Proceed to cure such default (provided such cure occurs entirely within the Demised Premises) and deduct the cost of curing same plus interest thereon at the rate of ten percent (10%) per annum from the next succeeding Rental payment(s) due by Tenant to Landlord hereunder;

B. Proceed to cure such default (provided such cure occurs entirely within the Demised Premises) and sue Landlord for the cost of curing same plus interest thereon at the rate of ten percent (10%) per annum; or

D. Terminate this Lease upon written notice of the same to Landlord.

If any mortgagee of Landlord has given Tenant its address for notices and specifically requests such notice, Tenant agrees to give the notice required hereinabove to such mortgagee at the time Tenant gives same to Landlord, and to accept curative action, if any, undertaken by such mortgagee as if such curative action had been taken by Landlord.

Section 26. Mitigation of Damages:

A. In conjunction with any obligation imposed by law on Landlord to mitigate damages arising from Tenant's abandonment of the Demised Premises in breach of this Lease, Landlord, beginning not more than ninety (90) days after Tenant physically vacates the Demised Premises and continuing until the Demised Premises have been relet (but subject to the provisions of this subsection A. set forth below), will market the Demised Premises for lease, and Tenant will remain liable for all Rent and for Damages incurred by Landlord (as the term "Damages" is defined in Section 24).

Landlord and Tenant agree to the following criteria in connection with Landlord's obligation (if any) to mitigate damages as described above:

1. Landlord will have no obligation to solicit or entertain negotiations with any other prospective tenants of the Demised Premises until and unless Landlord obtains complete possession of the Demised Premises, including without limitation, the final and unappealable legal right to relet the Demised Premises free of any claim of Tenant.

2. Landlord will not be obligated to offer the Demised Premises to a prospective tenant when other premises suitable for that prospective tenant's use are (or soon will be) available in any other premises located at Addison Airport.

3. Landlord will not have any obligation to lease the Demised Premises for any amount of rent less than the current market rent for similar space at Addison Airport (or if no similar space is available, the current fair market rent prevailing for similar space in comparable properties in the same market area as the Demised Premises) nor shall Landlord be obligated to enter a new lease under any terms or conditions that are unacceptable to Landlord.

4. Landlord will not be obligated to enter any lease with any prospective tenant whose reputation is not acceptable to Landlord, in Landlord's commercially reasonable judgment and opinion.

5. Landlord will not be obligated to enter a lease with any prospective tenant: (i) which does not have, in Landlord's sole judgment and opinion, sufficient financial resources and operating experience to operate the Demised Premises in a first-class manner and meet its financial obligations; or (ii) whose proposed use of the Demised Premises is not a permitted use under the terms of this Lease.

6. Landlord will not be required to expend any amount of money to alter, remodel, or otherwise make the Demised Premises suitable for use by any prospective tenant.

If Landlord makes the Demised Premises available for reletting under the criteria set forth hereinabove, Landlord will be deemed to have fully satisfied Landlord's obligation (if any) to mitigate damages under this Lease and under any law or judicial ruling in effect on the date of this Lease or at the time of Tenant's default, and **TENANT HEREBY WAIVES AND RELEASES**, to the fullest extent legally permissible, any right to assert in any action by Landlord to enforce the terms of this Lease, any defense, counterclaim, or rights of setoff or recoupment respecting the mitigation of damages by Landlord (or alleged failure by Landlord to adequately mitigate its damages), unless and to the extent Landlord maliciously or in bad faith fails to act in accordance with the requirements of this Section.

No Rent collected from a substitute tenant for any month more than the Rent due under the Lease for that month will be credited or offset against unpaid Rent for any other month or any other Damages. Tenant stipulates that the mitigation requirements expressed in this Section are objectively reasonable. **TO THE FULLEST EXTENT PERMITTED BY LAW, TENANT WAIVES ANY**

OTHER OBLIGATION BY LANDLORD TO MITIGATE ITS DAMAGES AFTER TENANT FAILS TO PAY RENT OR VACATES OR ABANDONS THE PREMISES.

B. Tenant's right to seek actual damages because of a default by Landlord under this Lease shall be conditioned on Tenant taking all actions reasonably required, under the circumstances, to minimize any loss or damage to Tenant's property or business, or to any of Tenant's officers, employees, agents, invitees, or other third parties that may be caused by any such default of Landlord.

Section 27. Waiver of Subrogation:

Each party hereto waives any and every claim which arises or may arise in such party's favor against the other party hereto during the Term of this Lease for any loss of, or damage to, any of such party's property located within or upon, or constituting a part of, the Demised Premises, which loss or damage is covered by valid and collectible casualty, fire and extended coverage insurance policies, to the extent that such loss or damage is recoverable under such insurance policies. Such mutual waivers shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Lease concerning any loss of, or damage to, property of the parties hereto. Since such mutual waivers will preclude the assignment of any aforesaid claim by way of subrogation or otherwise to an insurance company (or any other person), each party hereby agrees immediately to give to each insurance company that has issued to such party policies of fire and extended coverage insurance, written notice of the terms of such mutual waivers, and to cause such insurance policies to be properly endorsed, if necessary, to prevent the invalidation of such insurance coverages because of such waivers.

Section 28. Title to Improvements:

A. All real property improvements made on or to the Demised Premises, including, without limitation, the Existing Land Improvements, New Land Improvements (subject to their Final Completion and acceptance by Landlord as provided for in Addendum #1), shall be owned and titled by Landlord.

B. Upon the termination of this Agreement, whether by expiration of the Term hereof or because of default on the part of Tenant, or for any other reason whatsoever (i) Tenant shall deliver up to Landlord the Demised Premises clean and free of trash and debris, in a broom swept condition, in good repair and condition in accordance to Section 11 herein, as amended or modified, with all fixtures, if any, situated on the Demised Premises delivered in good working order, reasonable wear and tear excepted, and (ii) unless Tenant is in default at the time, Tenant shall have the right to remove all personal property (including aircraft stored on the Demised Premises) and trade fixtures owned by Tenant from the Demised Premises, but Tenant shall be required to repair any damage to the Demised Premises, including any Land Improvements, caused by such removal in a good and workmanlike manner and at Tenant's sole cost and expense.

C. Upon such termination, Tenant shall, at Landlord's request, execute a recordable instrument evidencing the expiration or termination of this Agreement and giving the effective date of said termination or expiration date or Extended Term Expiration Date.

D. Upon the expiration or early termination of this Lease, Tenant shall, at Landlord's request, execute a recordable instrument evidencing the termination of this Agreement and giving the effective date of said termination or expiration date.

Section 29. Mechanics' and Materialmen's Liens; Lien for Rent; Waiver of Landlord Liens:

TENANT AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TO THE FULL EXTENT AS PROVIDED IN THIS LEASE, the Indemnified **PERSONS FROM AND AGAINST ALL LIABILITY ARISING OUT OF THE FILING OF ANY MECHANICS' OR MATERIALMEN'S LIENS AGAINST THE DEMISED PREMISES BY REASON OF ANY ACT OR OMISSION OF TENANT OR ANYONE CLAIMING UNDER TENANT (INCLUDING, WITHOUT LIMITATION, ANY TENANT PERSONS), AND LANDLORD, AT LANDLORD'S OPTION, MAY SATISFY SUCH LIENS AND COLLECT THE AMOUNT EXPENDED FROM TENANT TOGETHER WITH INTEREST THEREON AS PROVIDED IN SECTION 39** as additional Rent; provided, however, that Landlord shall not so satisfy such liens until fifteen (15) days after written notification to Tenant of Landlord's intention to do so and Tenant's failure during such fifteen (15) day period to bond such liens or escrow funds with appropriate parties to protect Landlord's interest in the Demised Premises unless a shorter period of time is dictated by applicable law.

Section 30. Intentionally Deleted.

Section 31. Quiet Enjoyment and Subordination:

Landlord represents that Tenant, upon payment of the Rent and performance of the terms, conditions, covenants, and agreements herein contained, shall (subject to all the terms and conditions of this Lease) peaceably and quietly have, hold, and enjoy the Demised Premises during the full Term of this Lease. Landlord further is hereby irrevocably vested with full power and authority by Tenant to subordinate Tenant's interest hereunder to any mortgage, deed of trust or other lien hereafter placed on the Demised Premises or to declare this Lease prior and superior to any mortgage, deed of trust or other lien hereafter placed on the Demised Premises; provided, however, any such subordination shall be upon the express condition that the lienholder executes a commercially reasonable subordination non-disturbance attornment ("SNDA") in which it is acknowledged that (i) this Lease shall be recognized by the mortgagee and that all of the rights of Tenant shall remain in full force and effect during the full Term of this Lease on condition that Tenant attorn to the mortgagee, its successors and assigns, and perform all of the covenants and conditions required by the terms of this Lease, and (ii) in the event of foreclosure or any enforcement of any such mortgage, the rights of Tenant hereunder shall expressly survive and this Lease shall in all respects continue in full force and effect as a direct lease between Tenant and the mortgagee or purchaser at foreclosure. Tenant also agrees upon demand to execute further instruments declaring this Lease prior and superior to any mortgage, deed of trust or other lien and specifically providing that this Lease shall survive the foreclosure of such mortgage, deed of trust or other lien.

Section 32. Rent on Net Return Basis:

The Rent provided for in this Lease shall be a net return to Landlord for the Term of this Lease, free of any loss, expenses, or charges concerning the Demised Premises, including, without limitation, maintenance, repairs, replacement, insurance, taxes, and assessments, and this Lease shall be construed in accordance with and to effectuate such intention.

Section 33. Holding Over:

Should Tenant, or any of Tenant's successors in interest fail to surrender the Demised Premises, or any part thereof, on the expiration of the Term of this Lease, such holding over shall constitute a tenancy from month to month only terminable at any time by either Landlord or Tenant after thirty (30) days prior written notice to the other, at a monthly Rental equal to one hundred twenty-five percent (125%) of the Base Rent paid for the last month of the Term of this Lease.

Section 34. Waiver of Default:

No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Lease shall be deemed to be a waiver of any subsequent default or breach of the same or any other term, condition, or covenant contained herein. Landlord will not be deemed to have waived any right or Tenant's breach of any obligation under this Lease, unless Landlord delivers a signed writing, addressed to Tenant explicitly relinquishing that right or breach. No custom or practice arising during the administration of this Lease will waive, or diminish, Landlord's right to insist upon strict performance of Tenant's obligations. No restrictive endorsement or other statement on or accompanying any check or payment will be deemed an accord and satisfaction or novation, and Landlord will be entitled to accept any such check or payment, without prejudice, to Landlord's rights to recover the full amount due and to exercise its other remedies.

Section 35. Release of Landlord Upon Transfer:

All of Landlord's personal liability for the performance of the terms and provisions of this Lease (except for any liability accruing before such transfer) shall terminate upon a transfer of the Demised Premises by Landlord, provided that the obligations of Landlord under this Lease are covenants running with the land and shall be binding upon the transferee of Landlord's interest in this Lease and the Demised Premises.

Section 36. Attorneys' Fees:

If, on account of any breach or default by either Party to this Lease, it shall become necessary for either Party to employ an attorney to enforce or defend any of its rights or remedies hereunder, with the result that a judicial proceeding shall be filed, then the prevailing party in such judicial proceeding shall be entitled, in addition to any other rights it may have, in law or equity, to collect reasonable attorneys' fees and costs of Court incurred.

Section 37. Intentionally Removed.

Section 38. Estoppel Certificates:

Landlord and Tenant agree that from time to time, upon not less than ten (10) business days' prior written request by the other, it will deliver to the other an estoppel certificate stating:

1. That this Ground Lease is in full force and effect and is unmodified except as set forth in said estoppel certificate.

2. A true and correct and complete copy of the Lease with all amendments, assignments and modifications to the Lease are attached thereto (if so requested).

3. There are no other agreements except as stated therein between Landlord and Tenant concerning the Demised Premises or otherwise affecting the Lease.

4. Affirming the Commencement Date and scheduled Expiration Date, unless earlier terminated.

5. The amount and status of the Rent and other amounts due under this Ground Lease as of the date of certification.

6. Whether this Ground Lease has been modified or amended and, if so, describing with specificity the modifications or amendments.

7. Schedule of all subleases then in effect and a true and correct copy of each sublease, if so requested.

8. Any Mortgage in effect encumbering the Demised Premises

9. That to the party's current knowledge, there is no default or breach of this Ground Lease, or any matter exists that, with time, will result in a default or breach, and describing with specificity the nature of the default or breach.

10. Amount of any Security Deposit, the Tenant has on account with Landlord, if any.

11. The Tenant has not paid rent more than one (1) year in advance.

Section 39. Interest on Tenant's Obligations and Manner of Payment:

All monetary obligations of Tenant to Landlord under this Lease remaining unpaid ten (10) days after the due date of the same (if no due date has been established under other provisions hereof, the "due date" shall be the date upon which Landlord demands payment from Tenant in writing) shall bear interest at the rate of ten percent (10%) per annum (or the maximum interest rate permitted by law, whichever is lower) from and after said tenth (10th) day until paid. If more than twice during the Term of the Lease Tenant's personal or corporate check is not paid by the bank on which it is drawn for whatever reason, Landlord may require by giving written notice to Tenant that the payment of all future monetary obligations of Tenant under this Lease are to be made on or before the due date by cash, cashier's check, certified check or money order, and the delivery of Tenant's personal or corporate check will no longer constitute payment of such monetary obligations. Any acceptance by Landlord of a personal or corporate check after such notice shall not be deemed or construed as a waiver or estoppel of Landlord to require other payments as required by said notice. Notwithstanding the foregoing, Tenant's failure to pay any monetary amount due payable is a monetary default of this Lease.

Section 40. Special Events:

Landlord may sponsor certain special events, including, but not limited to, air shows, to be conducted on portions of the Airport, which may limit or obstruct access to the Premises and/or to the Airport ("Special Events"), and Tenant agrees and consents to the same. As a material inducement to Landlord to enter into this Lease, and notwithstanding anything to the contrary contained herein, Tenant, on behalf of Tenant and on behalf of all directors, officers, shareholders, partners, principals, employees, agents, contractors, subtenants, licensees or concessionaires of Tenant and on behalf of any other party claiming any right to use the Demised Premises by, through or under Tenant, hereby: (i) agrees that Landlord has the right to sponsor any or all Special Events and to allow use of portions of the Airport therefor even if the same limit or obstruct access to the Demised Premises and/or to the Airport; (ii) **releases, waives and discharges** Landlord and Manager, and Landlord Persons and Manager Persons, from all liability for any loss, damage, cost, expense or claim arising or resulting from or pertaining to the limitation or obstruction of access to the Demised Premises and/or to the Airport from the conduct of Special Events and/or activities relating or pertaining thereto, including, without limitation, death, injury to person or property or loss of business or revenue (the "Released Claims") (iii) **covenants not to sue** the Landlord or Manager, or any of the Landlord Persons and Manager Persons, for any Released Claims; (iv) agrees that the terms contained in this Section are intended and shall be construed to be as broad and inclusive as possible under the laws of the State of Texas; and (v) agrees that if any portion of this Section is held to be invalid or unenforceable, the remainder of this Section shall not be affected thereby but shall continue in full force and effect.

Section 41. Independent Contractor:

It is understood and agreed that in leasing, using, occupying, and operating the Demised Premises, Tenant is acting as an independent contractor and is not acting as agent, partner, joint venturer or employee of Landlord or Airport Manager.

Section 42. Force Majeure:

Neither party shall be deemed in default of this Agreement for any delay or failure to perform any obligation hereunder (other than a payment obligation) so long as and to the extent to which any delay or failure in the performance of such obligation is prevented, frustrated, hindered or delayed as a consequence of a Force Majeure Event (defined below); provided that the party prevented or delayed in performing an obligation under this Agreement due to a Force Majeure Event shall notify the other party (to be confirmed in writing within seventy-two (72) hours of the inception of the delay) of the occurrence of a Force Majeure Event and shall describe, in reasonable detail, the circumstances constituting the Force Majeure Event and the obligation and/or performance thereby delayed or prevented. The party claiming that a Force Majeure Event has occurred shall continue to use commercially reasonable efforts to mitigate the impact or consequence of the event on the other party and to recommence performance whenever and to whatever extent possible without unreasonable delay. The party affected by the event shall provide the other party with daily updates (and more frequent updates if requested) as to the status of its efforts to recommence performance and written notice upon conclusion of the Force Majeure Event. A Force Majeure Event occurs when either party is unable, other than as may arise from its own negligence or willful misconduct, to perform its obligations under the terms of this Agreement (excluding Tenant's timely payment of Rent or any other payment obligation to Landlord hereunder) because of acts of God, military war, invasion,

insurrection, riot, strike, lockout, inability to obtain labor or materials or reasonable substitutes therefore, or a government restriction, quarantine or mandatory closure order enacted in response to a pandemic or other public health crises (only in such cases and solely to the extent that the party's performance is frustrated as a direct result of the same), or other cause reasonably beyond its control, whether foreseen or unforeseen, or anticipated or otherwise.

Section 43. Exhibits:

All exhibits, attachments, annexed instruments, and addenda referred to herein shall be considered a part hereof for all purposes with the same force and effect as if copied verbatim herein.

Section 44. Use of Language:

Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires. The terms "day", "week,", "month", "year" or any plural form of said terms shall be construed to mean on a calendar basis unless expressly stated otherwise.

Section 45. Captions:

The captions or headings, sections, or paragraphs in this Lease are inserted for convenience only and shall not be considered in construing the provisions hereof if any question of intent should arise.

Section 46. Successors; No Third-Party Beneficiaries; No Waiver of Immunity; No Tax Representation:

The terms, conditions and covenants contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and their respective successors in interest and legal representatives except as otherwise herein expressly provided. All rights, powers, privileges, immunities, and duties of Landlord under this Lease, including, but not limited to, any notices required or permitted to be delivered by Landlord to Tenant hereunder, may, at Landlord's option, be exercised or performed by Landlord's agent or attorney.

Except as otherwise set forth in this Lease (e.g., provisions relating to the Airport Manager and Manager Persons), this Lease and all its provisions are solely for the benefit of the parties hereto and do not and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

Notwithstanding any other provision of this Lease, nothing in this Lease shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the City, its officials, officers, employees, representatives, and agents, or Airport Manager, its owners, officers, employee, representatives, and agents, are or may be entitled, including, without limitation, any waiver of immunity to suit.

Notwithstanding any provision of this Lease, Landlord makes no representation that this Lease or any provision hereof will entitle or allow Tenant to receive any federal income or other federal tax benefit whatsoever.

Section 47. Severability:

If any provision in this Lease should be held to be invalid, illegal, or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby, and the invalid, illegal, or unenforceable term will be reformed to give full effect (to the extent possible) to the parties' intentions in a manner that is legal, valid, and enforceable. The parties intend the Term of this Lease does not exceed 40 years (480 months); if it should be determined that the Term of this Lease exceeds such period, the Term hereof shall be reformed to make the Term hereof not exceed such period.

Section 48. Notices:

Any notice or document required to be delivered or given hereunder in writing shall be delivered or given (i) in person, (ii) by United States mail, postage prepaid, registered or certified mail, return receipt requested, (iii) by Federal Express Corporation or other nationally recognized carrier to be delivered on the next business day, or (iv) by email. Such notice or document shall be deemed to be delivered or given, whether received or not, (a) when received if delivered or given in person, (b) if sent by United States mail, three (3) business days after being deposited in the United States mail as set forth above, (c) on the next business day after the day the notice or document is provided to Federal Express Corporation or other nationally recognized carrier to be delivered as set forth above, or (d) if sent by email, the next business day. A confirmation of delivery report that 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. Addresses for the delivery or giving of any such notice or document are as follows:

TO LANDLORD:	TO TENANT:
Town of Addison, Texas c/o City Manager P.O. Box 9010 Addison, Texas 75001 Email: wpierson@addisontx.gov Town of Addison, Texas c/o Assistant Director – Real Estate 4545 Jimmy Doolittle Drive, Suite 200 Addison, Texas 75001 Email: bdyer@addisontx.gov	Tango Whiskey Management, LLC Attn: Mr. F. T. (Tom) Wachendorfer 4765 Frank Luke Dr. Addison, Texas 75001 Email: twachendorfer@ameristarjet.com

Section 49. Fees or Commissions:

Each party hereto hereby covenants and agrees with the other that such party shall be solely responsible for the payment of any brokers', agents' or finders' fees or commissions agreed to by such party arising from the execution of this Lease or the performance of the terms and provisions contained herein, and such party agrees to indemnify and hold the other party harmless from the payment of any such fees or commissions.

Section 50. Counterparts:

This Lease may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but the same instrument. This Lease may be executed and delivered by electronic signature by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

Section 51. Consent; "Includes" and "Including"; Recitals:

Where Landlord's consent or approval is required in this Lease, such consent or approval may be given by the City Council of the Town of Addison, Texas, or by the City Manager of the Town of Addison. For purposes of this Lease, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration and use of the terms does not create a presumption that components not expressed are excluded. The above and foregoing recitals to the Lease are true and correct and are incorporated into and made a part of this Lease for all purposes.

Section 52. Governing Law and Venue:

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

Section 53. Survivability of Rights and Remedies:

Any rights and remedies either party may have with respect to the other arising out of the performance of or failure to perform this Lease during the Term hereof shall survive the cancellation, expiration or termination of this Lease. **NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE PARTIES OBLIGATIONS AND LIABILITIES OF THE PARTIES PURSUANT SECTIONS 6, 21, 22, 28 SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS LEASE AS DEEMED NECESSARY FOR THE ENFORCEMENT OF THE PARTIES RIGHTS AND OBLIGATIONS THEREUNDER.**

Section 54. Entire Agreement and Amendments; Authorized Persons:

This Lease, consisting of fifty-four (54) Sections and **Exhibits 1, 2, 3, 4, and 5** attached hereto, together with **Ground Lease Addendum #1 and Ground Lease Addendum #2** embodies the entire agreement between Landlord and Tenant and supersedes all prior agreements and understandings, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. Except as otherwise specifically provided herein, no agreement hereafter made shall be effective to change, modify, discharge, or effect an abandonment of this Lease, in whole or in part, unless such agreement is in writing and signed by or on behalf of the party against whom enforcement of the change, modification, discharge or abandonment is sought.

The undersigned representatives of the parties hereto are the properly authorized persons and have the necessary authority to execute this Lease on behalf of the respective parties hereto.

EXECUTED as of the day, month, and year first above written.

TENANT:	LANDLORD:
TANGO WHISKEY MANAGEMENT, LLC a Texas limited liability company	TOWN OF ADDISON, TEXAS
By: _____ F. T. (Tom) Wachendorfer, Manager/Member	_____ David Gaines, City Manager

ACKNOWLEDGEMENTS

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on Sept 9, 2024, by F. T. Wachendorfer, Managing/Member of Tango Whiskey Management, LLC, a Texas limited liability company on behalf of the said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9 day of September, 2024.

_____
Notary Public, State of Texas
Comm. Expires _____
Notary ID _____

_____
Notary Public, State of Texas

CLIFFORD RANDALL ALLMON, JR.
Notary Public, State of Texas
Comm. Expires 03-10-2026
Notary ID 124186077

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2024 by David Gaines, City Manager of the Town of Addison, Texas, a Texas home-rule municipality, on behalf of the said municipality.

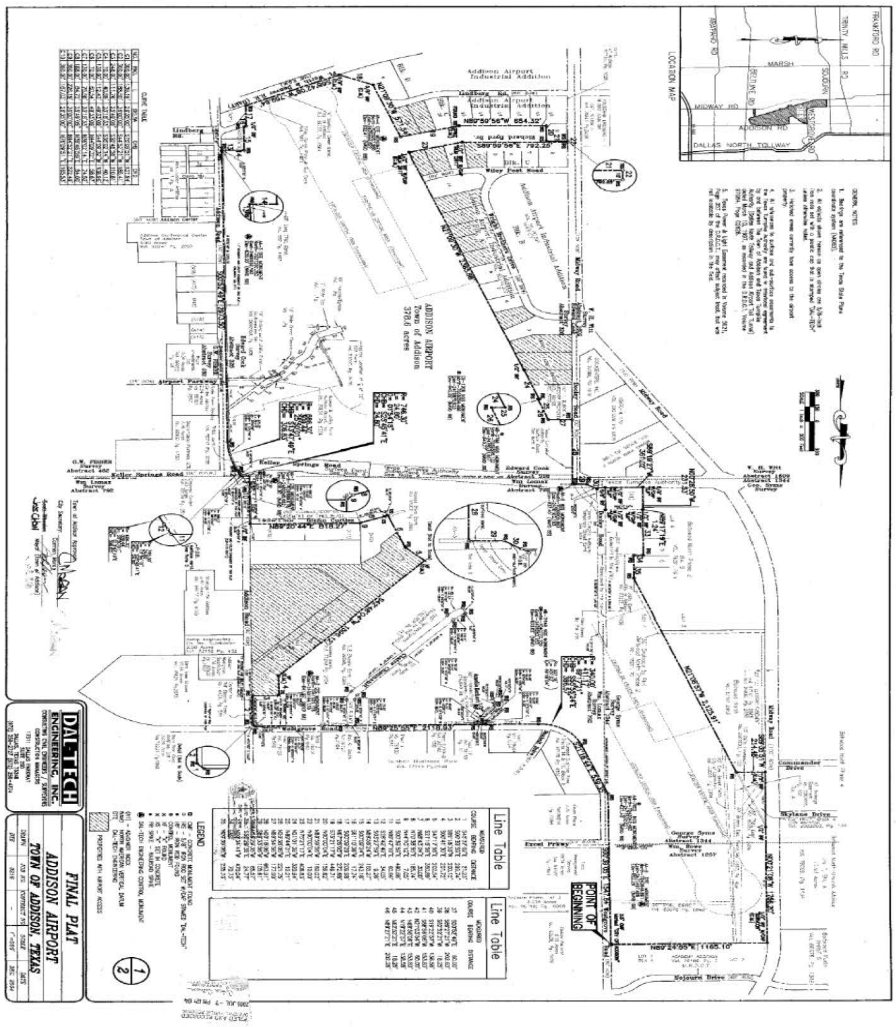
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2024.

_____
Notary Public, State of Texas
Comm. Expires _____
Notary ID _____

_____
Notary Public, State of Texas

Exhibit 1 - Legal Description of Addison Airport

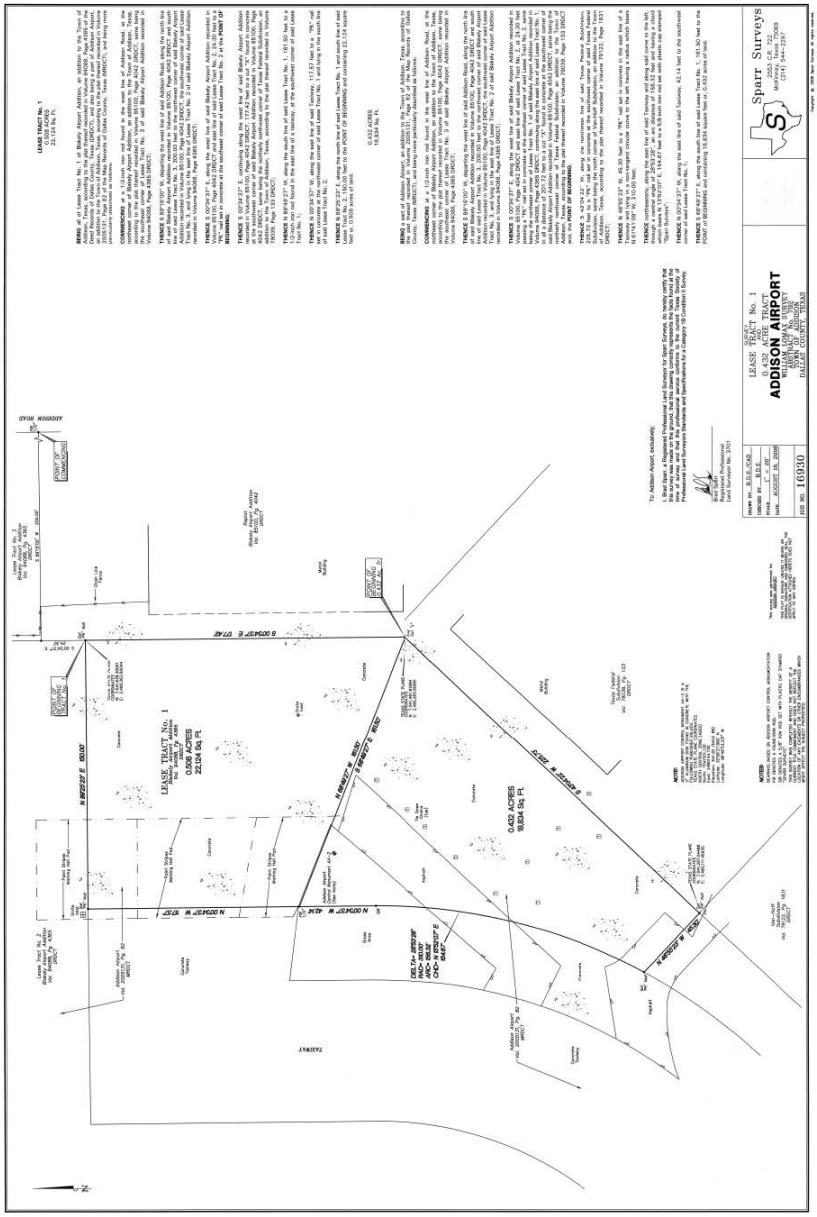
The property platted pursuant to the Final Plat, Addison Airport, recorded as Instrument #200503420292 in Dallas County, Texas Official Public Records as depicted on the following two pages.



GL 0540-2203 Tango Whiskey Management, LLC
Exhibit 1

GL 0540-2203 Tango Whiskey Management, LLC
Exhibit 1

Exhibit 2 – Demised Premises Property Survey



0540-2203 Tango Whiskey Management, LLC
Exhibit 2

0.432 ACRES
18,834 Sq. Ft.

BEING a part of Addison Airport, an addition to the Town of Addison, Texas, according to the plat thereof recorded in Volume 2005131, Page 82 of the Map Records of Dallas County, Texas (MRDCT), and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod found in the west line of Addison Road, at the northeast corner of Blakely Airport Addition, an addition to the Town of Addison, Texas, according to the plat thereof recorded in Volume 85100, Page 4042 DRDCT, same being the southeast corner of Lease Tract No. 3 of said Blakely Airport Addition recorded in Volume 94088, Page 4365 DRDCT;

THENCE S 89°16'00" W, departing the west line of said Addison Road, along the north line of said Blakely Airport Addition recorded in Volume 85100, Page 4042 DRDCT and south line of said Lease Tract No. 3, 200.00 feet to the northwest corner of said Blakely Airport Addition recorded in Volume 85100, Page 4042 DRDCT, the southwest corner of said Lease Tract No. 3, and lying in the east line of Lease Tract No. 2 of said Blakely Airport Addition recorded in Volume 94088, Page 4365 DRDCT;

THENCE S 00°34'37" E, along the west line of said Blakely Airport Addition recorded in Volume 85100, Page 4042 DRDCT and east line of said Lease Tract No. 2, at 24.30 feet passing a "PK" nail set in concrete at the southeast corner of said Lease Tract No. 2, same being the northeast corner of Lease Tract No. 1 of said Blakely Airport Addition recorded in Volume 94088, Page 4365 DRDCT, continuing along the east line of said Lease Tract No. 1, in all a distance of 201.72 feet to a cut "X" found in concrete at the southwest corner of said Blakely Airport Addition recorded in Volume 85100, Page 4042 DRDCT, same being the northerly northwest corner of Texas Federal Subdivision, an addition to the Town of Addison, Texas, according to the plat thereof recorded in Volume 79039, Page 133 DRDCT and, the **POINT OF BEGINNING**;

THENCE S 43°04'22" W, along the northwest line of said Texas Federal Subdivision, 225.73 feet to a "PK" nail set in concrete at the southwest corner of said Texas Federal Subdivision, same being the north corner of Van-Hoff Subdivision, an addition to the Town of Addison, Texas, according to the plat thereof recorded in Volume 79122, Page 1831 DRDCT;

THENCE N 46°55'23" W, 45.30 feet to a "PK" nail set in concrete in the east line of a Taxiway and lying in a non-tangent circular curve to the left having a radius which bears N 61°41'09" W, 310.00 feet;

THENCE northeasterly, along the east line of said Taxiway and along said curve to the left, through a central angle of 28°53'28", an arc distance of 156.32 feet and having a chord which bears N 13°52'07" E, 154.67 feet to a 5/8-inch iron rod set with plastic cap stamped "Sparr Surveys";

THENCE N 00°34'37" W, along the east line of said Taxiway, 42.14 feet to the southwest corner of said Lease Tract No. 1;

THENCE S 68°49'27" E, along the south line of said Lease Tract No. 1, 161.50 feet to the POINT of BEGINNING and containing 18,834 square feet or, 0.432 acres of land.

0540-2203 Tango Whiskey Management, LLC
Exhibit 2

SAMPLE ONLY – NOT FOR EXECUTION

Exhibit 3 - Memorandum of Lease Form
(Affirming Term Extension)

AFTER RECORDING RETURN TO:
Addison Airport Management
c/o Real Estate Manager
4545 Jimmy Doolittle Drive, Suite 200
Addison, Texas 75001

MEMORANDUM OF LEASE

This Memorandum of Lease is dated the _____ day of _____, 20__, and is executed by and between the Town of Addison, Texas, a home-rule municipality ("Landlord"), and _____, a __*(state)*____ _*(entity type)*_____limited liability company ("Tenant").

WHEREAS, the City is the record title owner of the Addison Airport, a description of which

WHEREAS, Landlord and Tenant first enter into that certain Ground Lease Agreement made effective _____ ("Effective Date") dated wherein the City leases to Tenant and Tenant leases from the City ("Ground Lease"), a certain portion of the Airport described hereinafter as:

> A parcel of airport land totaling .432-acres (18,834 square feet) more particularly described in the Boundary Survey prepared by Sparr Surveys; Job No. 16930 dated August 18, 2006 ("Property Survey") shown in **Exhibit A** attached hereto and incorporated herein by reference (the "Demised Premises"), together with the non-exclusive right to use the Common Facilities as defined in Section 17.

WHEREAS, pursuant to the Ground Lease, provided Tenant (i) is not in default of the Ground Lease or any other agreement with Landlord beyond the expiration of applicable notice and cure periods, and (ii) achieves Final Completion of the New Land Improvements as defined in **Ground Lease Addendum #1** of the Ground Lease on or before the Ground Lease Expiration Date, the Base Term shall be extended so that this Ground Lease will end to the last day of the four-hundredth and eightieth (480^{the}) full calendar month following the Commencement Date ("Extended Term Period"); and

WHEREAS, no default by Tenant exists under the Ground Lease and Tenant has successfully achieved Final Completion of the New Land Improvements as required by the Ground Lease and is therefore eligible for the Extended Term Period.

NOW, LET BE KNOWN, the Ground Lease Base Term is hereby extended to now expire _____; no other amendments or modifications were made to the Ground Lease.

SAMPLE ONLY – NOT FOR EXECUTION

This Memorandum of Lease is solely for recording and notice purposes and shall not be construed to alter, modify, expand, diminish, or supplement the provisions of the Ground Lease, as amended and/or modified. In the event of any inconsistency between the provisions of this Memorandum of Lease and the provisions of the Ground Lease, as amended and/or modified, the provisions of the Ground Lease shall govern, including all rights and duties of Landlord and Tenant thereunder.

Upon the expiration or earlier termination of the Ground Lease, Landlord and Tenant agree that they shall execute and record a Memorandum of Ground Lease Expiration solely for recording and notice purposes.

IN WITNESS WHEREOF, the undersigned parties execute this Memorandum of Lease this _____ day of _____, 202__.

TENANT:	**LANDLORD:**
TANGO WHISKEY MANAGEMENT, LLC a Texas limited liability company	**TOWN OF ADDISON, TEXAS**
By: _____ F. T. Wachendorfer, Managing/Member	By: _____ David Gaines, City Manager

SAMPLE ONLY – NOT FOR EXECUTION

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 202_, by F. T. Wachendorfer, Manager/Member of Tango Whiskey Management, LLC, a Texas limited liability company, on behalf of the said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 202_.

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared _____, city manager of the Town of Addison, a home-rule municipality, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein stated

GIVEN under my hand and seal of office this _____ day of _____, 20__.

[SEAL]

By:_____
Notary Public, State of Texas

My commission expires:_____

SAMPLE ONLY – NOT FOR EXECUTION

Exhibit A

0.432 ACRES
18,834 Sq. Ft.

BEING a part of Addison Airport, an addition to the Town of Addison, Texas, according to the plat thereof recorded in Volume 2005131, Page 82 of the Map Records of Dallas County, Texas (MRDCT), and being more particularly described as follows:

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THENCE northeasterly, along the east line of said Taxiway and along said curve to the left, through a central angle of 28°53'28", an arc distance of 156.32 feet and having a chord which bears N 13°52'07" E, 154.67 feet to a 5/8-inch iron rod set with plastic cap stamped "Sparr Surveys";

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THENCE S 68°49'27" E, along the south line of said Lease Tract No. 1, 161.50 feet to the POINT of BEGINNING and containing 18,834 square feet or, 0.432 acres of land.

SAMPLE FORMAT

Exhibit 4 – Pavement Inspection Report (PIR) Template

PAVEMENT INSPECTION REPORT

This form represents a sample format for recording inspection and maintenance data. Any form is acceptable provided the inspection data and maintenance information can easily be retrieved and assigned to the correct pavement element. Other variations may include dating each distress and keeping a running sheet rather than using a new sheet for each inspection. Although not necessary, a properly constructed electronic spreadsheet or database will allow quick reference and summary of this data.

Pavement Element:		**Inspected By:_____**	**Dated Inspected _____**	
Location (see map or aerial)	**Inspection Record** Distress, description, Dimensions, Severity, Features Recommended Action	**Maintenance Action / Description of Repair**	**Cost of Remedy**	**Date Completed**

0540-2203 Tango Whiskey Management, LLC
Exhibit

Page 1

Exhibit A
Developer Participation Agreement

To be inserted post execution as agreed to by the Parties

0540-2203 Tango Whiskey Management, LLC
Developer Participation Agreement

SAMPLE FORMAT

Pavement Element:		Inspected By:_____	Dated Inspected _____	
Location (see map or aerial)	**Inspection Record** Distress, description, Dimensions, Severity, Features Recommended Action	**Maintenance Action / Description of Repair**	**Cost of Remedy**	**Date Completed**

Inspecting Engineer Certification: I hereby affirm that I have been designated by the property owner/owner(s) as their registered engineering professional in performing this Pavement Inspection Report. I hereby certify the above is a fair and reasonable assessment of the existing conditions observed, inspected and reported by the undersigned:

_____ Signature

_____ Date

_____ Printed Name

_____ License #

Stamp/Seal:

Ground Lease Addendum #2

CONSTRUCTION OF FUTURE LAND IMPROVEMENTS
(Excluding New Land Improvements)

This Ground Lease Addendum #2 is hereby made a part of that certain Ground Lease Agreement by and among Town of Addison, Texas, and Tango Whiskey Management, LLC with the Effective Date of _____, 2024, which is incorporated hereto by reference. **All *capitalized terms used herein are the same as defined in the Ground Lease or any other Addendum attached and made a part of the Ground Lease unless otherwise expressly stated herein.***

1. Except as provided for in the Ground Lease, Tenant may not construct, locate, install, place, or erect any other improvements upon the Demised Premises without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned, or delayed.

2. In connection with the use and occupancy of the Demised Premises by Tenant, Tenant may have cause during the Term to construct buildings and other real property improvements ("Future Land Improvements") on the Demised Premises, which shall be at Tenant's sole cost, expense and risk (except as may be otherwise agreed to in writing by Landlord and Tenant) in accordance with the Design Plans (as defined below). Tenant is not required to construct any Future Land Improvements. The provisions of this Addendum shall only be applicable if Tenant elects to construct any Future Land Improvements. The improvements described in the Developer Contract shall not constitute Future Land Improvements for purposes hereof.

3. The Future Land Improvements shall be constructed on the Demised Premises in accordance with plans and specifications prepared signed and stamped by an architect and/or engineer selected by Tenant (the "Design Plan"), which Design Plan shall be submitted to Landlord and approved in writing by Landlord evidenced by the issuance of a building permit or other means as determined by Landlord, which shall not be unreasonably withheld, conditioned or delayed.

4. Any architect or engineer engaged by Tenant pursuant to this Ground Lease Addendum #2 shall be duly licensed to practice architecture or engineering in the State of Texas. Such construction shall be performed in a first-class, workmanlike manner and in compliance with all applicable building codes, standards, and ordinances, as set out in more detail, below. Tenant agrees to promptly pay and discharge all costs, expenses, claims for damages (including incidental, special damages and consequential damages) or injury (including, without limitation, claims for personal injury or death, or property damage, destruction or economic loss), liens and any and all other liabilities and obligations which arise in connection with such construction or violation of this Lease with respect thereto, and **TENANT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS LANDLORD AND MANAGER, AND THEIR RESPECTIVE OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS (IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES) (THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL SUCH COSTS, EXPENSES, CLAIMS, DAMAGES, PENALTIES, FINES, LIENS LIABILITIES, AND OBLIGATIONS DESCRIBED IN THE PRECEDING SENTENCE (TOGETHER, FOR PURPOSES OF THIS SUBSECTION, THE "DAMAGES") ARISING OUT OF TENANT'S USE OF THE DEMISED PREMISES, BUT EXCLUDING ANY DAMAGES RESULTING FROM THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF LANDLORD OR ANY PARTY ACTING ON ITS BEHALF. THIS INDEMNIFICATION**

SHALL SURVIVE THE TERMINATION OF THIS LEASE. It is expressly understood and agreed that Tenant's construction of the Future Land Improvements shall include the finish-out in accordance with the plans and specifications for the finish-out of the Future Land Improvements as submitted by Tenant to Landlord in the approved Design Plan.

5. Landlord's approval of the Design Plan or any other plans and/or specifications does not impose on Landlord any responsibility whatsoever, including, without limitation, any responsibility for the conformance of the plans and specifications with any governmental regulations, building codes, and the like, for which Tenant and its contractors shall have complete responsibility.

6. After construction of the Future Land Improvements commencement, Tenant shall complete construction with reasonable diligence and in conformance with the Design Plan. Any material deviation from the Design Plan shall be subject to the prior review and written approval of Landlord.

7. If Tenant fails to achieve Final Completion (as defined below) of said Future Land Improvements within 90 days after construction of the Future Land Improvements commences, subject to events of Force Majeure, such failure shall constitute an event of default of the Lease if not cured within the notice and cure periods set forth in this Lease. In such event, Landlord may terminate this Lease by giving written notice to Tenant pursuant to Section 23. B of the Lease.

8. Tenant agrees that any construction or modification of the Future Land Improvements or any other improvements which may be authorized in writing by Landlord on or within the Demised Premises shall be performed in substantial compliance with all Laws. Tenant recognizes that construction/maintenance standards and specifications, the City's building and related codes and zoning requirements, and all applicable state and federal standards (including, without limitation, Title III of the Americans With Disabilities Act of 1990, any state laws governing handicapped access or architectural barriers, and all rules, regulations, and guidelines promulgated under such laws, as amended from time to time) may be modified or amended from time to time and that compliance will be measured by such standards in effect at the time of a particular construction or modification of improvements after the initial construction of the Future Land Improvements pursuant to the approved Design Plan.

9. Tenant will properly and timely submit to the FAA the TxDOT, and any other governmental authority, entity or agency having jurisdiction regarding the Airport, a Notice of Proposed Construction or Alteration, when and as required, and such other forms and information as may be required by the FAA, TxDOT, or other governmental entity or agency having jurisdiction over the Airport.

10. Tenant further agrees that the Landlord shall be authorized at all times during any project of construction to enter upon the Demised Premises and all parts thereof during normal business hours, in order to observe the performance of such construction, and Tenant agrees to provide the Landlord a construction schedule setting out the time of commencement, final completion and completion of significant elements of the construction, which schedule shall be delivered to Landlord prior to the start of any construction project on the Demised Premises.

11. "Final Completion" of the construction of the Future Land Improvements shall be deemed to occur upon the issuance by Tenant's architect who designed the Future Land Improvements of such documentation as may be necessary to establish the final completion (closeout) of the construction of the Future Land Improvements and the delivery by Tenant to Landlord of comprehensive As-Built drawings and documentation reviewed by Tenant's architect reflecting all approved changes and modifications to the originally approved Design Plan.

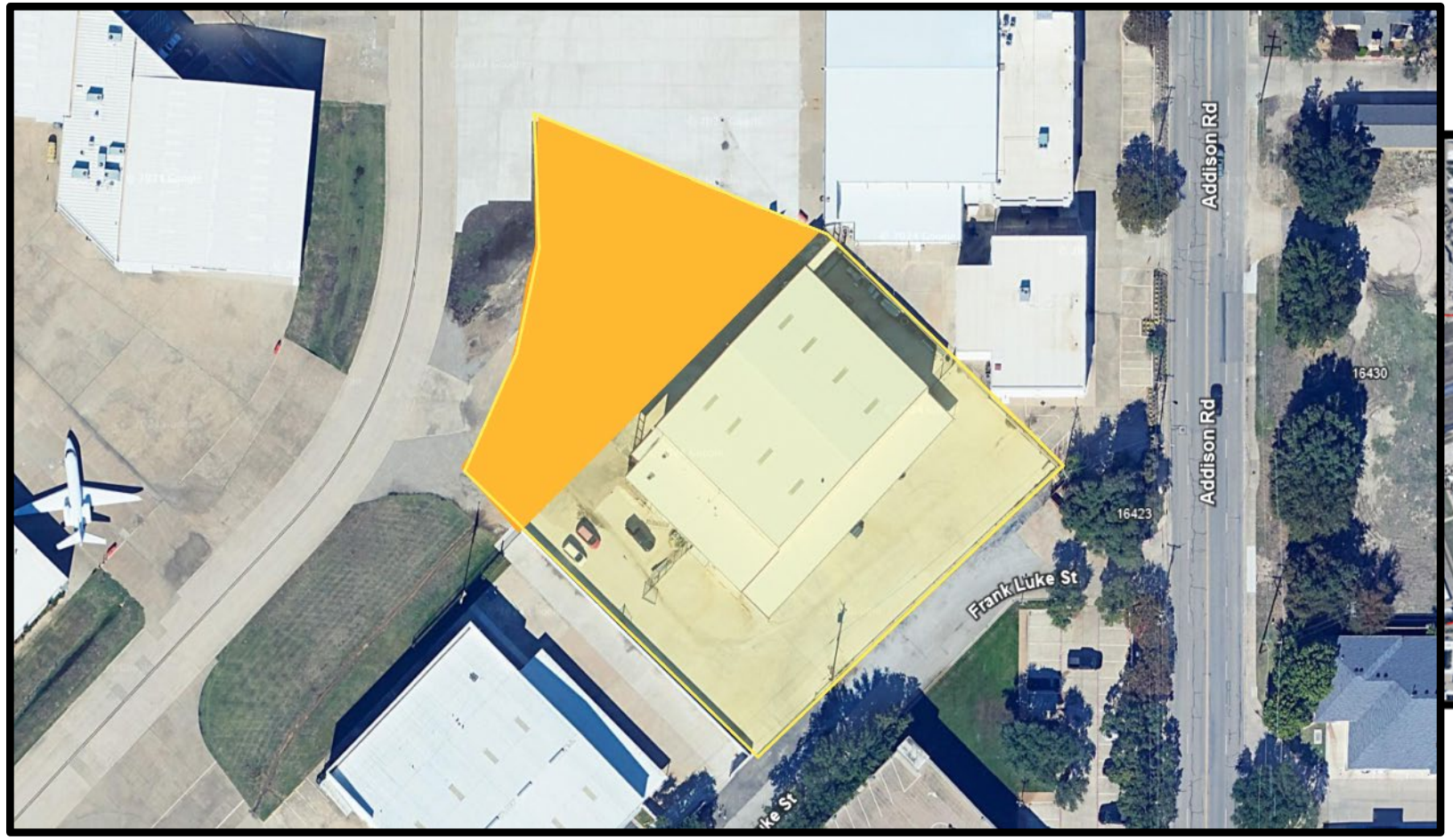
12. In connection with any construction on the Demised Premises:

A. During any period of construction, a Builder's Risk Completed Value policy with an all-risks endorsement in an amount equal to the greater of the full-completed value or the amount of the construction contract including any amendments or change orders thereto. The policy shall provide "All Risk" Builder's Risk Insurance (extended to include the perils of wind, collapse, vandalism/malicious mischief, and theft, including theft of materials whether attached to any structure). The deductible shall not exceed $5,000.

B. For any Future Land Improvement with a total hard construction cost (material and labor only) value in excess of Five Hundred Thousand Dollars ($500,000) in excess of the portion of the cost of such Future Land Improvements to be paid by Landlord, Tenant shall cause to be issued in favor of Landlord, at Tenant's sole cost and expense, and kept in full force and effect at all times during any period of construction, either a payment and performance bond or an irrevocable, stand-by letter of credit to secure the faithful performance of all construction work and the payment of all obligations arising during the construction (including, without limitation, the payment of all persons performing labor or providing materials under or in connection with the Future Land Improvements), in the amount of one hundred percent (100%) of the construction costs (the "Letter of Credit"), such Letter of Credit to be drawn upon by site draft conditioned only upon the certification of the Landlord that an event of default has occurred and is continuing under this Lease with respect to the construction of the Future Land Improvements and Tenant has not cured the event of default after being given notice and a reasonable opportunity to cure as provided in the Lease. The Letter of Credit shall be of form and substance acceptable to Landlord. Tenant shall cause the original executed Letter of Credit to be delivered to Landlord as a precondition to the mobilization of construction. Upon written approval by Landlord on not less than ten (10) days written notice to Landlord from Tenant, Tenant shall have the right to reduce the amount of the Letter of Credit on a calendar quarterly basis (or some other frequency acceptable to Landlord) by an amount equal to the construction costs incurred and paid by Tenant, less any contractual retainage as evidenced by Tenant's certified payment affidavit sign by Tenant's architect or, inspecting engineer. Such requested reduction of the Letter Credit balance shall be further reduced by any written contractor, subcontractor and or vender claims at time of the request.

13. Subject to extension for delays caused by Force Majeure events, failure of Tenant to observe and comply with the requirements of this Ground Lease Addendum #2, subject to notice and cure as provided in Section 23(B) of the Lease, shall be an Event of Default.

Location: 4765 Frank Luke Dr.



City Council (FY24) **4. h.**

Meeting Date: 10/08/2024

Department: Airport

Key Focus Areas: Infrastructure Development and Maintenance

AGENDA CAPTION:

Consider action on an Ordinance for a Developer Participation Agreement ("Contract") between the Town of Addison and Tango Whiskey Management, LLC, provided for under Subchapter C, Chapter 212, Tex. Loc. Gov. Code ("Code") to reconstruct a portion of Addison Airport's airport taxilane and aircraft apron.

BACKGROUND:

Tango Whiskey Management, LLC ("Tango Whiskey") owns a fee-simple (private) parcel located at 4765 Frank Luke Road, which is adjacent to and abuts Addison Airport ("Off-Airport Property"). Tango Whiskey is affiliated with Ameristar Air Cargo, Inc., an on-demand passenger and cargo service company based at Addison Airport.

As a separate agenda item, staff has proposed that the Town enter into a ground lease arrangement with Tango Whiskey. This arrangement, among other things, requires Tango Whiskey to reconstruct the entire leased premises' aircraft apron consistent with the Airport's design standards. Airport management has determined that it would serve the interests of the Airport and the general aviation public to have approximately 6,642 square feet of the Taxilane Uniform shoulder adjacent to and abutting the aircraft apron to be reconstructed simultaneously.

Without having to comply with the competitive sealed bidding procedures of Chapter 252 of the Code, the Town may contract with a developer within its city limits to construct public improvements, provided the Town's share does not exceed 30% of the total contract price (excluding Town requested upgrades for which the Town is allowed to pay up to one hundred percent (100%) of the costs attributed to the upgrades). To qualify under Chapter 252, the work contracted must be for public improvements and not include vertical structures. The proposed reconstruction of Taxilane Uniform and the aircraft apron qualify under the Code.

The Developer Participation Agreement outlines the terms and conditions that Tango Whiskey must adhere to while carrying out the specified scope of work based on a design plan approved by the Town and prepared by a licensed

engineer. Tango Whiskey is responsible for hiring and supervising the necessary contractors to complete the work. The engineer's estimated cost for the entire project is $535,000.00, with the Town's share capped at $121,000, or 23%. If the Developer's contract price exceeds 110% of the estimated cost, Tango Whiskey and the Town will work together to either reduce the project scope or terminate the contract.

The benefits of approving the Developer Participation Contract include:

- Airport infrastructure and taxilanes are being improved
- There will likely be economies of scale recognized with the larger scope of work and unit volumes required.
- The aircraft apron and the taxilane reconstruction will provide a better project for both components with less disruption to aeronautical operations.

The Town’s portion of the project costs, capped at $121,000 or 23% of the total estimated cost, will be paid from the Airport Fund. This is an enterprise fund specifically designated for airport-related expenses, ensuring that the project will not burden the Town's General Fund.

The Developer Participation Agreement has been reviewed by the city attorney, who finds the form acceptable for the Town’s purposes.

RECOMMENDATION:
Administration recommends approval.

Attachments

Ordinance w Ex A
Location Map

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, APPROVING A DEVELOPER PARTICIPATION AGREEMENT WITH TANGO WHISKEY MANAGEMENT, LLC FOR THE CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENTS WITHIN ADDISON AIRPORT TO A PORTION OF THE TAXIWAY UNIFORM SHOULDER AND APRON; PROVIDING FOR THE CITY'S PARTICIPATION IN THE COSTS OF THE IMPROVEMENTS IN CONFORMANCE WITH CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE IN AN ANTICIPATED AMOUNT NOT-TO-EXCEED $121,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City (as Landlord) and Tango Whiskey Management, LLC ("Tango Whiskey") (as Tenant) intend to execute a ground lease (the "Ground Lease") for certain improved land at the Addison Airport consisting of approximately .432 acres along Taxiway Uniform (the "Ground Lease Property"); and

WHEREAS, in connection with the Ground Lease, Tango Whiskey (as tenant) intends to reconstruct the existing aircraft apron within the Ground Lease Property; and

WHEREAS, the existing aircraft apron within the Ground Lease Property abuts the common area of Taxilane Uniform, which serves as a public aeronautical access easement for the general aviation public in addition to the Ground Lease Property; and

WHEREAS, the City has determined that it would serve the best interest of the public to have Tango Whiskey reconstruct the aircraft apron within the common area of Taxilane Uniform in conjunction with Tango Whiskey's reconstruction of the aircraft apron within the Ground Lease Property (collectively, the "Improvements"); and

WHEREAS, the City is authorized pursuant to Section 212.071 of the Texas Local Government Code to participate in the costs of construction related to the development of public facilities within the City; and

WHEREAS, City and Tango Whiskey desire to enter into a Developer Participation Agreement to set forth the parties' rights and obligations for the Improvements described herein above, including City's reimbursement of the City's share of the costs in conformance with Subchapter C, Chapter 212, Tex. Loc. Gov. Code.

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

SECTION 1. The City Council hereby approves the Developer Participation Agreement (the "Agreement") between the Town of Addison, Texas, and Tango Whiskey Management, LLC, attached hereto as **Exhibit A**. In conformance with Subchapter C, Chapter 212, Tex. Loc. Gov. Code and the Agreement, the City's share of the costs for the Improvements shall be in an amount not to exceed thirty percent (30%) of the total costs for the Improvements (not including City

upgrades), which is anticipated to be $120,620.00 in conformance with the statement of probable costs attached as Exhibit 3 to the Agreement. The City Manager is hereby authorized to execute the Agreement.

SECTION 2. This Ordinance shall become effective immediately upon its passage and approval.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas, on this the **8th** day of **October 2024.**

TOWN OF ADDISON, TEXAS

_____
Bruce Arfsten, Mayor

ATTEST:

_____
Valencia Garcia, City Secretary

APPROVED AS TO FORM:

_____
Whitt Wyatt, City Attorney

Exhibit A

DEVELOPER PARTICIPATION AGREEMENT

This Developer Participation Agreement (the "Agreement") is entered into as of the Effective Date by and between the **Town of Addison, Texas**, a Texas home-rule municipality (the "City"), and **Tango Whiskey Management, LLC**, a Texas limited liability company (the "Company") (each a "party" and collectively the "parties").

RECITALS:

WHEREAS, City is the owner of the Addison Airport located within the City; and

WHEREAS, the Company desires to enter into (or has entered into) a ground lease for the Ground Lease Property (defined herein) with City as landlord and Company as tenant (the "Ground Lease"); and

WHEREAS, in connection with the Ground Lease, Company (as tenant) intends to re-construct and/or repair the existing aircraft apron within the Ground Lease Property (the "Site Improvements"); and

WHEREAS, the existing aircraft apron on the Ground Lease Property abuts the Aiport's Taxilane Uniform Common Area, which is owned by the City and serves as a public aeronautical access easement for the Ground Lease Property and the general aviation public; and

WHEREAS, the City is authorized under Section 212.071 of the Texas Local Government Code to participate in the costs of construction of improvements related to the development of public facilities within the City; and

WHEREAS, the City has determined that it would serve the best interest of the general aviation public to have that portion of the Taxilane Uniform Common Area which abuts the Site Improvements to be reconstructed by the Company's Contractor in conjunction with Site Improvements to the Ground Lease Property (the "Taxiway Improvements"); and

WHEREAS, City and Company desire to enter into this Agreement to set forth the parties' rights and obligations concerning the foregoing Improvements, including City's participation in the Project costs in conformance with Section 212.071 of the Texas Local Government Code.

NOW, THEREFORE, for and in consideration of the above and foregoing recitals and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and the Company do hereby agree as follows:

Article I
Term

The term of this Agreement shall commence as of the Effective Date and continue until the parties have fully satisfied all terms and conditions of this Agreement unless sooner terminated as provided herein.

Article II
Definitions

Wherever used in this Agreement, the following terms shall be defined as follows:

"*Addison Person*" see Section 4.2

"*Agreement*" see the Preamble

"*Airport*" shall mean Addison Airport.

"*Applicable Laws*" shall mean all laws, ordinances, standards, codes, statutes, rules, and regulations of the United States, the State of Texas (including without limitation the Federal Aviation Administration and Texas Department of Transportation and any grant agreements or assurances with same), the City (including the Airport's adopted Rules and Regulations), and any other governmental entity having jurisdiction over the subject matter of this Agreement, including all work or services to be performed in connection with the Project (including, without limitation, the standards of the Americans with Disabilities Act of 1990).

"*Claims*" see Section 4.2

"*City*" see Preamble

"*Commencement of Construction*" shall mean that (i) the Design Plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained; (ii) all necessary permits for construction of the Improvements according to the Design Plans have been issued by all applicable governmental authorities, and (iii) site preparation necessary for the construction of Improvements, as applicable, has commenced.

"*Completion of Construction*" shall mean: (i) the Project has been substantially completed in accordance with the Design Plans, and (ii) the Improvements have been accepted by the City in writing.

"City Cost Participation" see Section 3.4

"Construction Contractor" see Section 3.2

"Contractor" see Section 3.2

"*Design Plans*" shall mean the plans and specifications for the construction of the Improvements, inclusive of any change orders thereto, prepared in compliance with this Agreement by a professional architect or engineer authorized to practice in the State of Texas, which the City has approved.

"*Effective Date*" shall mean the date this Agreement has been signed by authorized representatives of City and Company.

"*Force Majeure*" shall have the meaning ascribed to it in Section 5.7.

"*Ground Lease*" see the Recitals

"*Ground Lease Property*" shall mean that certain tract of land located within the Airport consisting of approximately .508 acres (22,124 gross square feet) adjacent to 16445 Addison Road that the Company has leased, or intends to lease from City, as further described and depicted in **Exhibit 1**.

"*Improvements*" shall mean the Site Improvements and Taxiway Improvements collectively.

"*Payment Request*" shall mean the Company's written request(s) to the City for payment of the City's share of the Project costs prepared in conformance with Section 3.5 of this Agreement.

"*Project*" shall mean the construction of the Improvements in conformance with this Agreement and the Construction Contract, including, without limitation, all design, administration, and construction work related thereto.

"*Retainage*" see Section 3.5(d)

"*Site Improvements*" shall mean the pavement repair and reconstruction work on the aircraft apron to be performed on the Ground Lease Property, as depicted in **Exhibit 1** and more particularly described in **Exhibits 2 and 3**.

"*Taxiway Improvements*" shall mean the pavement repair and reconstruction work to be performed within the Taxiway Uniform Common Area, as depicted in **Exhibit 1** and more particularly described in **Exhibits 2 and 3**.

"*Taxiway Uniform Common Area*" shall mean the paved land area abutting the Ground Lease Property, being approximately forty-five feet wide by one-hundred and eighty feet in length fifty-five feet within the eastern Object Free Area to Taxiway Uniform, as further described and depicted in **Exhibit 1**.

Article III
The Project

3.1 The Project. Subject to the terms and conditions set forth herein, the Company agrees to cause the Commencement and the Completion of the Construction of the Project as set forth herein in accordance with the Design Plans. Company shall ensure that the Project is performed properly, efficiently, timely, and professionally in accordance with this Agreement.

3.2 Project Construction.

(a) *Construction Contract.* The Company shall promptly enter into a contract with one or more contractors (the "Contractor") to construct the Project (the "Construction Contract").

(b) *Rights of Access; Utilities.* City shall grant to Company and its Contractor such rights-of-access to the Project site as may be necessary for the Project, including a revocable, non-exclusive license to access and enter upon the Taxiway Improvements site for the sole purpose of constructing the same. The Company's right of access is subject to the City's safety requirements within any portion of the Airport's Common Area as defined in the Rules and Regulations. Company shall be responsible for coordinating with City and utility providers to minimize the possibility of damage to utilities and any disruption to users and tenants of the Airport within proximity of the Project site.

(c) *Inspections.* The Company shall routinely and thoroughly inspect or cause the construction work to be inspected by the engineer that prepared the Design Plans, or other qualified licensed engineers familiar with the Design Plans, to ensure the materials and workmanship on the Project are performed in conformance with the Design Plans and to guard against defects and/or deficiencies in the Project without assuming responsibility for the means and methods used by the

Contractor. Additionally, the City shall have the right to inspect, test, measure, or verify the work on the Project at any time, provided that the City shall not assume any responsibility for inspection of the work or the means and methods used by the Contractor in connection with the same.

(d) *Progress Reports*. Company shall keep the City regularly informed regarding the progress of the construction work on the Project. In particular, Company shall provide City written notification (including supporting documentation as may be reasonably requested by City) for the following events: (i) award of the Construction Contract (including copies of bonds and insurance), (ii) notice to proceed to Contractor, (iii) any alleged or actual default of the Contractor (including Company's notice to Contractor re the same), and (iv) substantial completion of the work on the Project (or any portion thereof) such that it is ready for final inspection by the City.

(e) *Change Orders*. All change orders with respect to the design or construction of the Project must be approved in writing by the City. No change order shall result in the total Project costs identified in the approved Construction Contract exceeding one-hundred and ten percent (110%) of the anticipated Project costs, as more particularly described in the opinion of probable costs attached hereto as **Exhibit 3**.

(f) *Construction Schedule*. Company shall cause Completion of Construction of the Project to occur not later than the 356th calendar day following the Effective Date, subject only to extension in the event of Force Majeure.

(g) *Compliance with Plans; Applicable Laws*. All work on the Project shall be performed in a good and workmanlike manner and constructed in accordance with the Plans and all Applicable Laws.

(h) *Inspection of Records*. Company and Contractor shall grant City the right to examine or inspect, at City's election, all records relating to the Project during the Term of this Agreement and any retention period herein. City's examination or inspection of such records may be performed by a City designee, including an outside representative engaged by City. Company and Contractor shall retain all documents relating to the Project for a minimum of four (4) years following the expiration or earlier termination of this Agreement unless there is an ongoing dispute under this Agreement or the Construction Contract; then, such retention period shall extend until final resolution of the dispute.

(i) *Certification of No Conflicts*. Company shall require Contractor to warrant that Contractor has made full disclosure to City in writing of any existing or potential conflicts of interest related to Contractor's work performance under the Construction Contract. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Contractor shall be required to make full disclosure to the City in writing immediately.

(j) *Additional Obligations of Company*. Company shall timely pay the Contractor in accordance with the terms and conditions of the Construction Contract. Upon Completion of Construction of the Project, Company shall ensure that the real property upon which the Project was constructed is free and clear of all liens and encumbrances, including mechanics liens and purchase money security interests, to the extent arising by, though, or under Company, any Contractor, or any subcontractor or material suppliers.

(k) *No Waiver of City's Rights*. Neither City's review, approval, or acceptance of, nor payment for any of the construction work performed by Contractor 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.

3.3 Project costs. The total Project costs, including all change orders thereto, is anticipated to be **$534,516.00**, as more particularly described in the statement of probable costs attached hereto as **Exhibit 3**. Although the parties anticipate the final amount of the Construction Contract may differ from the anticipated Project costs, in no event shall the total amount of the Construction Contract exceed one-hundred and ten percent (110%) of the anticipated Project costs without prior written approval of City, which may be withheld at City's sole discretion. Notwithstanding the foregoing, if the Project costs proposed by the Contractor exceed one-hundred and ten percent (110%) of the anticipated Project costs, City and Company may agree to (i) work together to modify the Project scope to cause the Project costs not to exceed one-hundred and ten percent (110%) of the Project costs as determined above, or (ii) terminate this Agreement with each party paying their respective share of the costs (as set forth in **Exhibit 3**) incurred through the date of termination.

3.4 City Cost Participation. City has requested, and Company agrees, to construct the Taxiway Improvements for the benefit of the Airport and the public in accordance with the Design Plans in conjunction with the Site Improvements. Accordingly, the City agrees to reimburse the Company the City's share of the actual Project costs, which the Company pays its Contractor to construct the Project in conformance with the cost allocation schedule provided in **Exhibit 3** (the "City Cost Participation"). Notwithstanding the foregoing, in no event shall the City's reimbursement amount exceed thirty percent (30%) of the total Project costs (excluding City requested upgrades for which the City shall be responsible for one hundred percent (100%) of the total costs).

3.5 Reimbursement Procedures. Subject to the terms and conditions of this Agreement, the City shall reimburse Company for the Project costs in conformance with the cost allocation schedule provided in **Exhibit 3** as follows:

(a) *Payment Requests.* City agrees to pay the City Cost Participation in installments as construction progresses based on completed Payment Requests delivered by Company to City for review and approval. All Payment Requests shall include the following (which shall be conditions precedent to payment):

(i) a true and correct copy of the applicable invoice(s) submitted by the Contractor to Company (together with all attachments, documents, and materials applicable thereto);

(ii) certification from Company's design/project engineer that the Contractor's invoice is fair and reasonable for the work completed and materials delivered to the Project;

(iii) certification from Company that the work for which reimbursement has been requested has been completed by Contractor and paid by Company in compliance with the Construction Contract and this Agreement;

(iv) duly executed partial lien waivers from Contractor (and subcontractors and material suppliers) establishing payment or satisfaction of payment to the same with respect to the work completed; and

(v) a certificate from the Design Professional that the applicable work has been completed in accordance with the Design Plans.

(b) *Approval of Payment Request.* City shall review and approve, approve in part and deny in part, or deny in its entirety each Payment Request not later than ten (10) days after receipt of the Payment Request. If the City denies all or a portion of a Payment Request, the City will provide a written description of the reason for the denial. Company may submit an amended Payment Request, which shall be reviewed and considered for payment in the same manner as the original. Payment Requests shall not be forwarded to City more than once per calendar month and not earlier than thirty (30) days after the immediately previous Payment Request was delivered to City.

(c) *Payment.* Provided that Company is not then in default of this Agreement beyond any applicable cure period City agrees to pay Company all undisputed amounts set forth in the Payment Request (less the Retainage) not later than twenty (20) days after approval of the Payment Request by the City. Payment of City's Retainage (defined below) shall constitute the last and final payment to be made by the City to the Company pursuant to this Agreement and completion of all of the City's obligations hereunder.

(d) *Retainage.* Notwithstanding paragraph (c), above, City shall withhold an amount equal to ten percent (10.0%) of the City Cost Participation set forth in the Payment Request (the "Retainage"). City shall not be required to pay the Retainage to Company until after the Completion of Construction of the Project and Company's delivery and City's acceptance of the following:

(i) Certification by the Design Professional (sealed by the Design Professional) that the Project has been fully and finally completed in accordance with the Construction Contract and Design Plan;

(ii) certification from Company that the Project has been finally completed in accordance with the Construction Contract, this Agreement, and all Applicable Laws;

(iii) the City's receipt of a written certification from Company that the final payment for the construction of the Project has been made and accepted by the Contractor, and receipt of duly executed lien waivers from the Contractor (and subcontractors and material suppliers) establishing full and final payment or satisfaction of full and final payment to the same; and

(iv) all guarantees and warranties from the Contractor, subcontractors, vendors, suppliers, or manufacturers in connection with or relating to all or any portion of the work on the Project.

Article IV
Surety, Insurance and Indemnification

4.1 Construction Sureties. Company shall provide to the City evidence of the following guaranteeing the faithful performance of the Project and the payment of all obligations arising under the Construction Contract:

(a) *Payment and Performance Bonds.* Prior to Commencement of Construction Company shall provide to the City surety bonds guaranteeing the performance of the work and the payment of all obligations arising under the Contract (including, without limitation, the payment of all persons performing labor or providing materials under or in connection with the Contract), each in the penal sum of one hundred percent (100%) of the Project costs.

(b) *Maintenance Bond.* Company warrants and represents that it will repair or cause to be repaired any defects in the work herein contracted to be done and performed for a period of one (1) year from the date of the City's acceptance of the Project. Upon Completion of Construction of the Project, Company shall submit a surety bond guaranteeing workmanship and materials for a period of one (1) year from the Completion of Construction.

(c) *Surety Requirements.* Company shall pay or cause the Contractor to pay the premiums for all bonds required to be provided under this Section 4.1. All bonds shall be issued by a surety company satisfactory to the City, licensed by the State of Texas to act as a Surety, and listed on the current U.S. Treasury Listing of Approved Sureties. All bonds shall be made on a form complying with the requirements of the laws of the State of Texas and satisfactory to the City and shall list Company and City as joint beneficiaries.

4.2 Insurance. Company shall maintain minimum insurance policies and coverages described in this section at all times during the Term of this Agreement. Company may satisfy this requirement through insurance provided by its Contractor.

(a) Commercial General Liability insurance at a minimum combined single limit of $2,000,000 per occurrence and $5,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($2,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage with minimum limits of $1,000,000 each occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Builders Risk coverage as follows:

(i) "All Risk" Builders Risk insurance, including collapse coverage, is required on a completed value form if the contract is for the construction of a structure or building.

(i) The Builders Risk policy must provide transit and off-premises coverage if the contract with the builder makes the Town of Addison responsible for materials. The deductible shall not exceed $5,000.

(e) Umbrella Liability at minimum limits of $5,000,000.00 aggregate with respect to primary Commercial General Liability, Automobile Liability, and Employer's Liability policies.

(f) The following additional requirements shall apply to the foregoing insurance policies:

(i) The City shall be named as an additional insured with respect to General Liability, Automobile Liability, and Umbrella Liability.

(ii) All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.

(iii) A waiver of subrogation in favor of the City, its officers, employees, and agents shall be contained in the Worker's Compensation, Builder's Risk, and all liability policies.

(iv) All insurance policies shall be endorsed to require the insurer to immediately notify the City of any material change in the insurance coverage.

(v) All insurance policies shall be endorsed to the effect that the City will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.

(vi) All insurance policies that name the City as an additional insured must be endorsed to read as primary coverage regardless of the application of other insurance.

(vii) Required limits may be satisfied by any combination of primary and umbrella liability insurance.

(viii) Contractor may maintain reasonable and customary deductibles, subject to approval by the Town of Addison.

(ix) Insurance must be purchased from insurers that are financially acceptable to the Town of Addison and written on forms filed with and approved by the Texas Department of Insurance.

(x) Certificates of Insurance delivered to Company and City prior to the Commencement of Construction (or within 15 days after the Effective Date if construction has already commenced)

(xi) Company shall require the Contractor to require all subcontractors to carry insurance naming the City as an additional insured and meeting all the above requirements.

(xii) City shall never waive or be estopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

4.2 Indemnification

COMPANY COVENANTS AND AGREES TO FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND THE ELECTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE CITY, INDIVIDUALLY OR COLLECTIVELY, IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES (THE CITY, AND SUCH ELECTED OFFICIALS, AND OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE

CITY EACH BEING AN "ADDISON PERSON"), FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, HARM, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, JUDGMENTS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY, AND SUITS, OF ANY KIND AND NATURE WHATSOEVER MADE UPON ANY ADDISON PERSON, WHETHER DIRECTLY OR INDIRECTLY, (THE "CLAIMS"), THAT ARISE OUT OF, RESULT FROM, OR RELATE TO: (1) WORK TO BE PROVIDED BY COMPANY AND THE CONTRACTOR IN CONNECTION THE PROJECT; (2) REPRESENTATIONS OR WARRANTIES BY COMPANY UNDER THIS AGREEMENT; AND/OR (3) ANY OTHER ACT OR OMISSION UNDER OR IN PERFORMANCE OF THIS AGREEMENT BY COMPANY, THE CONTRACTOR, OR ANY OWNER, OFFICER, DIRECTOR, MANAGER, EMPLOYEE, AGENT, REPRESENTATIVE, CONSULTANT, CONTRACTOR, SUBCONTRACTOR, OR LICENSEE OF COMPANY, OR ANY OTHER PERSON OR ENTITY FOR WHOM COMPANY IS LEGALLY RESPONSIBLE, AND THEIR RESPECTIVE OWNERS, OFFICERS, MANAGERS, EMPLOYEES, DIRECTORS, AGENTS, AND REPRESENTATIVES. SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

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

THE PROVISIONS OF THIS SECTION 4.2, AND ANY OTHER DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SET FORTH IN THIS AGREEMENT, SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

Article V
Default; Termination; Abandonment

5.1 Default by Contractor. Should Company fail to comply with any term or condition this Agreement applicable to Company, Company shall be deemed in default of this Agreement. Subject to an approved extension pursuant to Section 5.3, below, if Company's default is not corrected within twenty (20) days after written notice by City, City may, at its sole discretion and without prejudice to any other right or remedy:

(a) terminate this Agreement and be relieved of any further payment or consideration to Company except for reimbursement, pursuant to an approved Payment Request, of the City's portion of the Improvements determined by City to be satisfactorily completed prior to such termination; or

(b) 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 Company's sole expense.

5.2 Default by City. Should City fail to comply with any term or condition this Agreement applicable to City, City shall be deemed in default of this Agreement. Subject to an approved extension

pursuant to Section 5.3, below, if City's default is not corrected within twenty (20) days after written notice by Company, Company may terminate this Agreement.

5.3 Extension of Initial Cure Period. During the initial cure period, if the defaulting party provides the non-defaulting party written notice of the curative measures which it proposes to undertake, and proceeds promptly to initiate such measures to cure such default, and thereafter continuously and diligently prosecutes the curing of such default, the initial cure period shall be extended for such period as may be necessary to cure such default, provided, that in no event shall such extension exceed forty (40) days following the initial occurrence of the default without the written consent of the non-defaulting party, which may be withheld in the non-defaulting party's sole discretion.

5.4 Termination by City. The City may terminate this Agreement without notice or any opportunity upon the occurrence of any of the following:

(a) Adjudicated insolvency of, the making of a transfer in fraud of creditors by, or the making of an assignment for the benefit of creditors by, Company:

(b) Filing of a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof by the Company, or adjudication as a bankrupt or insolvent in proceedings filed against the Company;

(c) Appointment of a receiver or trustee for all or substantially all of the assets of the Company;

(d) Abandonment of the Project pursuant to Section 5.5, below; or

(e) The Company is in default of any ground lease or other lease or arrangement with the City beyond the expiration of applicable notice and cure periods.

5.5 Abandonment. Notwithstanding any other provision of this Agreement, If Company and/or the Contractor should abandon and fail or refuse to resume the Project within ten (20) days after written notification from City to Company, then, the surety on the performance bond(s) may be notified in writing by City of such abandonment and directed to complete the Project, with a copy of said notice delivered to Company and Contractor. After receiving said notice of abandonment, neither Company nor Contractor may remove from the Project site any machinery, equipment, tools, materials or supplies then on site, and the same, together with any materials and equipment under contract for the Project may be held for use on the Improvements by the City or the surety on the performance bond(s), or another contractor in completion of the Project. In such event neither Company nor Contractor shall 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 Project and be reflected in the final settlement of the City's Cost Participation under this Agreement. 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 Project 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 Company, which may be paid by City out of the City's allocated share of the Project costs and applied as a credit to City's Cost Participation, or any other amounts that may at any time become due to the Company 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 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 Project 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 the City would have been obligated to pay under this Agreement, such increase shall be charged to the Company and Company's sureties 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.

5.6 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 in this Article.

5.7 Force Majeure. No party shall be liable to the other party for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to causes beyond the party's respective control or because of applicable law, including, but not limited to, war, nuclear disaster, labor strikes, acts of God, fire, flood, riot, a government restriction, quarantine, or mandatory closure order enacted in response to a pandemic or other public health crises, or any other circumstance for which a party is not legally responsible or which is not reasonably within its power to control (each an event of "Force Majeure"). The party asserting Force Majeure 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 has the burden of demonstrating (i) how and why their performance was so prevented, (ii) 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 (iii) that the party used reasonable efforts to mitigate and/or eliminate such prevention and resumed performance under this Agreement as soon as reasonably practicable.

Article VI
Miscellaneous

6.1 No Joint Venture. Company is an independent contractor, and Company shall accomplish all of its obligations under this Agreement in such capacity. Under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture, joint enterprise, or employment between the parties (or between City and Contractor). The City shall have no control or supervisory powers as to the detailed manner or method of Company's performance of the subject matter of this Agreement nor the Contractor's means and methods of construction related to the Project.

6.2 Assignment. Neither party shall have the authority to or shall assign, convey, pledge, or otherwise transfer in any manner this Agreement, or any of the privileges, rights, or duties set forth herein, to any other person or entity, without the express prior written approval and consent of the other party. Any assignment, conveyance, pledge, or other transfer in violation of this provision shall be null and void *ab initio* and cause for immediate termination (no period of cure) by the other party.

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

6.4 Survival. Except as otherwise provided for in this Agreement, all obligations and responsibilities arising prior to the expiration or termination of this Agreement allocating responsibility or liability of or between the parties shall survive the completion or termination of this Agreement, and any rights and remedies either party may have with respect to the other arising out of the performance during the term of this Agreement shall survive the cancellation, expiration, or termination of this Agreement. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by a party shall not preclude or waive its right to use any or all other rights and remedies, and said rights and remedies are given in addition to any other rights and remedies the parties or either of them may have in law, in equity, or otherwise.

6.5 No Waiver. The failure of either party to enforce any provision or condition contained in this Agreement at any time will not be construed as a waiver of that condition or provision nor will it operate as a forfeiture of any right of future enforcement of the condition or provision.

6.6 Exhibits. All exhibits referenced in this Agreement are incorporated herein and made a part hereof for all purposes.

6.7 Governing Law. The laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity, and enforcement of this Agreement. In the event of any action under this Agreement, the exclusive venue for all causes of action shall be instituted and maintained in state courts located in Dallas County, Texas.

6.8 Entire Agreement. This Agreement supersedes all previous agreements regarding the matters set forth herein and constitutes the entire understanding of the parties. Company shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Except for the obligations of the Company under this Agreement, neither the Company nor any other owner of the Property shall have any further obligations under the Master Facilities Agreement.

6.9 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect. In lieu of any illegal, invalid, or unenforceable provision herein, the parties shall seek to negotiate a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

6.10 Notice. Any notice or document required to be delivered or given hereunder in writing shall be delivered or given (i) in person, (ii) by United States mail, postage prepaid, registered or certified mail, return receipt requested, (iii) by Federal Express Corporation or other nationally recognized carrier to be delivered on the next business day, or (iv) by email. Such notice or document shall be deemed to be delivered or given, whether actually received or not, (a) when received if delivered or given in person, (b) if sent by United States mail, three (3) business days after being deposited in the United States mail as set forth above, (c) on the next business day after the day the notice or document is provided to Federal Express

Corporation or other nationally recognized carrier to be delivered as set forth above, or (d) 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. Addresses for the delivery or giving of any such notice or document are as follows:

To City:	To Company:
Town of Addison, Texas c/o City Manager P.O. Box 9010 Addison, Texas 75001 Email: wpierson@addisontx.gov	Tango Whiskey Management, LLC Attn: Mr. F. T. (Tom) Wachendorfer 4765 Frank Luke Dr. Addison, Texas 75001 twachendorfer@ameristarjet.com

and

Town of Addison, Texas
c/o Assistant Director – Real Estate
4545 Jimmy Doolittle Drive, Suite 200
Addison, Texas 75001
Email: bill.dyer@addisontx.gov

6.11 Authority to Execute. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

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

For City:	For Company:
Town of Addison, Texas	**Tango Whiskey Management, LLC** a Texas limited company
By:_____ David Gaines, City Manager	By:_____ Mr. F. T. (Tom) Wachendorfer
Date:_____	Date: 8-22-24

EXHIBIT 1

PROJECT SITE DESCRIPTION

DEPICTION OF TANGO WHISKEY MANAGEMENT SITE IMPROVEMENTS
AND CITY TAXIWAY IMPROVEMENTS

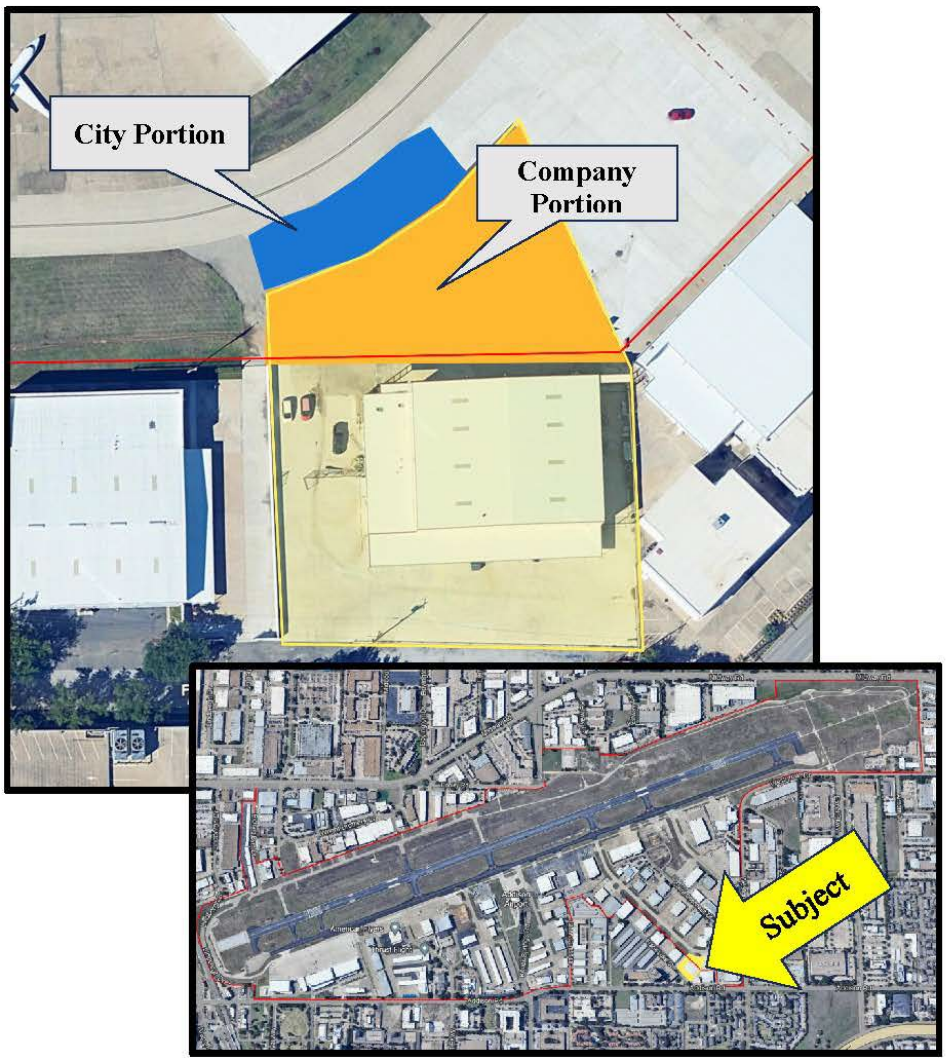


Exhibit 1: Project Site Description
0540-2203 Tango Whiskey Management, LLC Chapter 212 Developer Participation Agreement

EXHIBIT 2
DESIGN PLANS

This Exhibit 2 hereby includes by reference the complete set of Design Plans approved by the Town of Addison for the Project, together with all change orders and as-built modifications, warranties, and guarantees procured by the Company. Full-size drawings are available in the City Airport Archives.

Exhibit 2: Design Plan
0540-2203 Tango Whiskey Management, LLC Chapter 212 Developer Participation Agreement

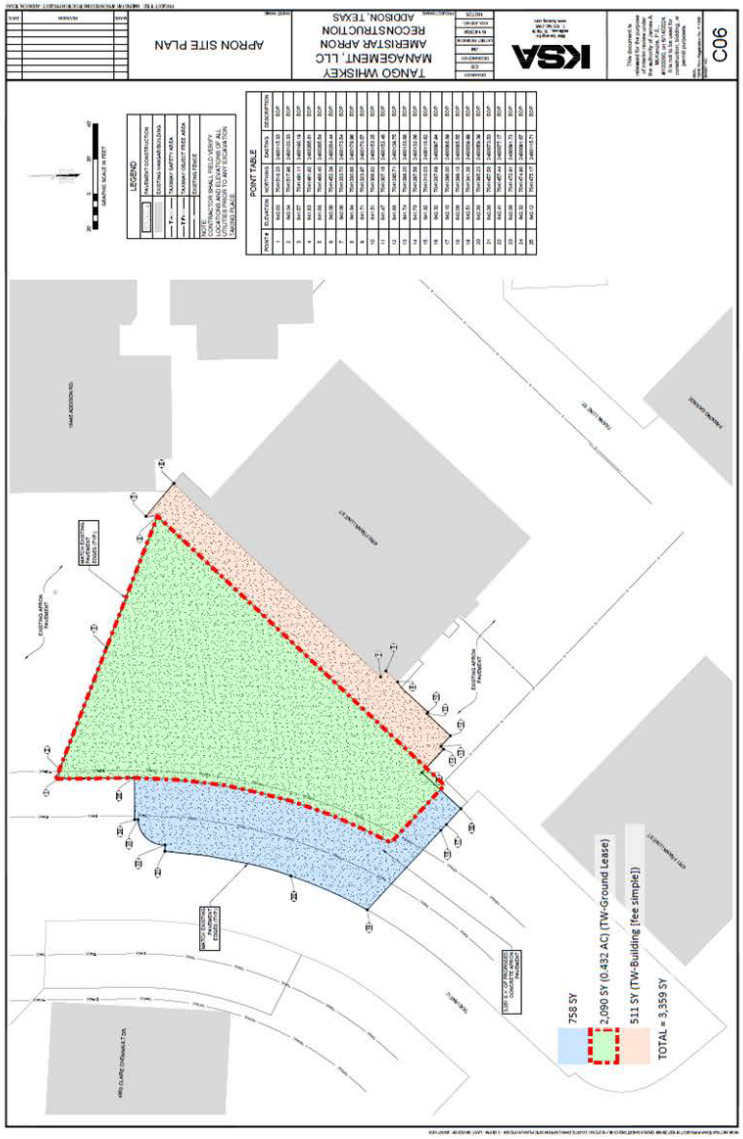
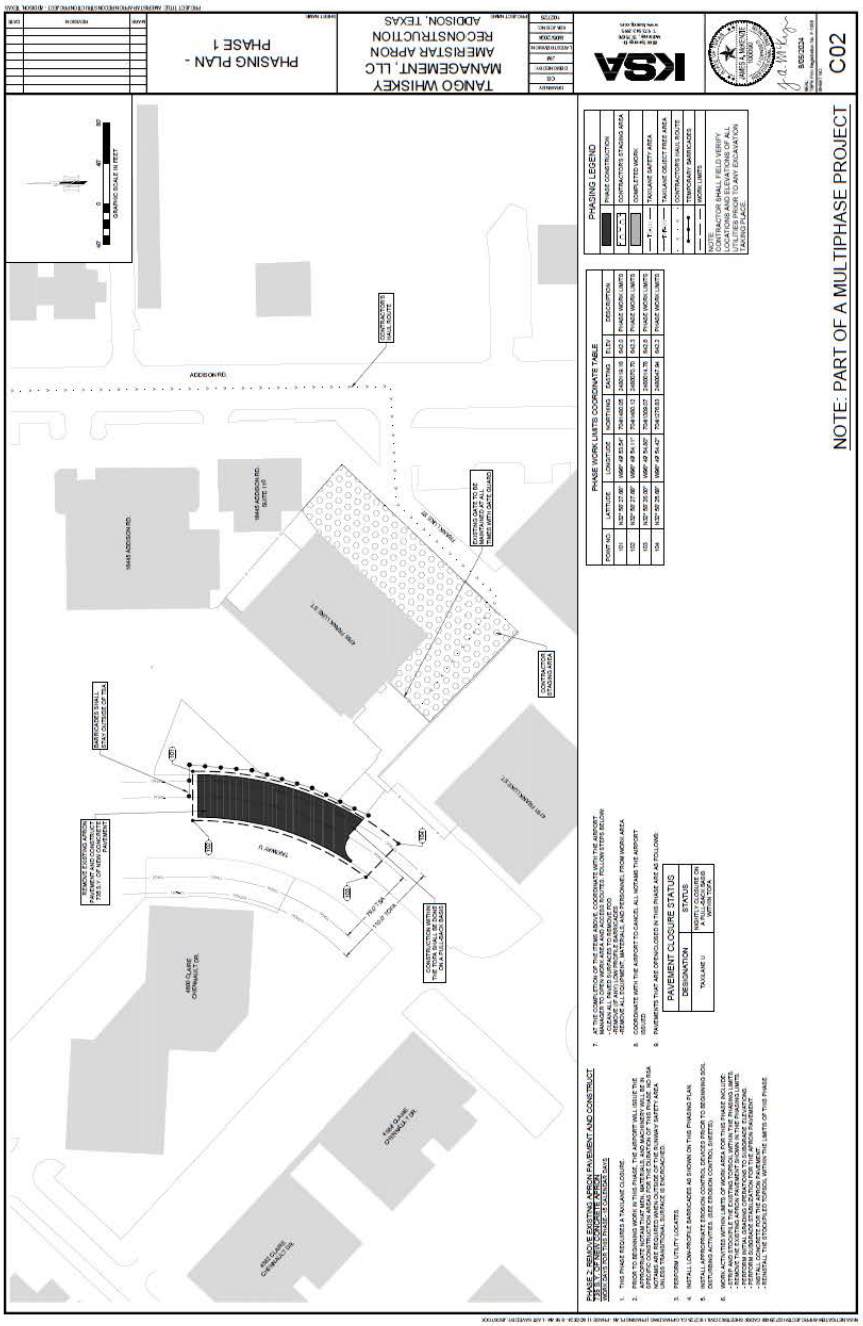


Exhibit 3: Design Professional Statement of Probable Cost
0540-2203 Tango Whiskey Management, LLC Chapter 212 Developer Participation Agreement



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0540-2203 Tango Whiskey Management, LLC Chapter 212 Developer Participation Agreement

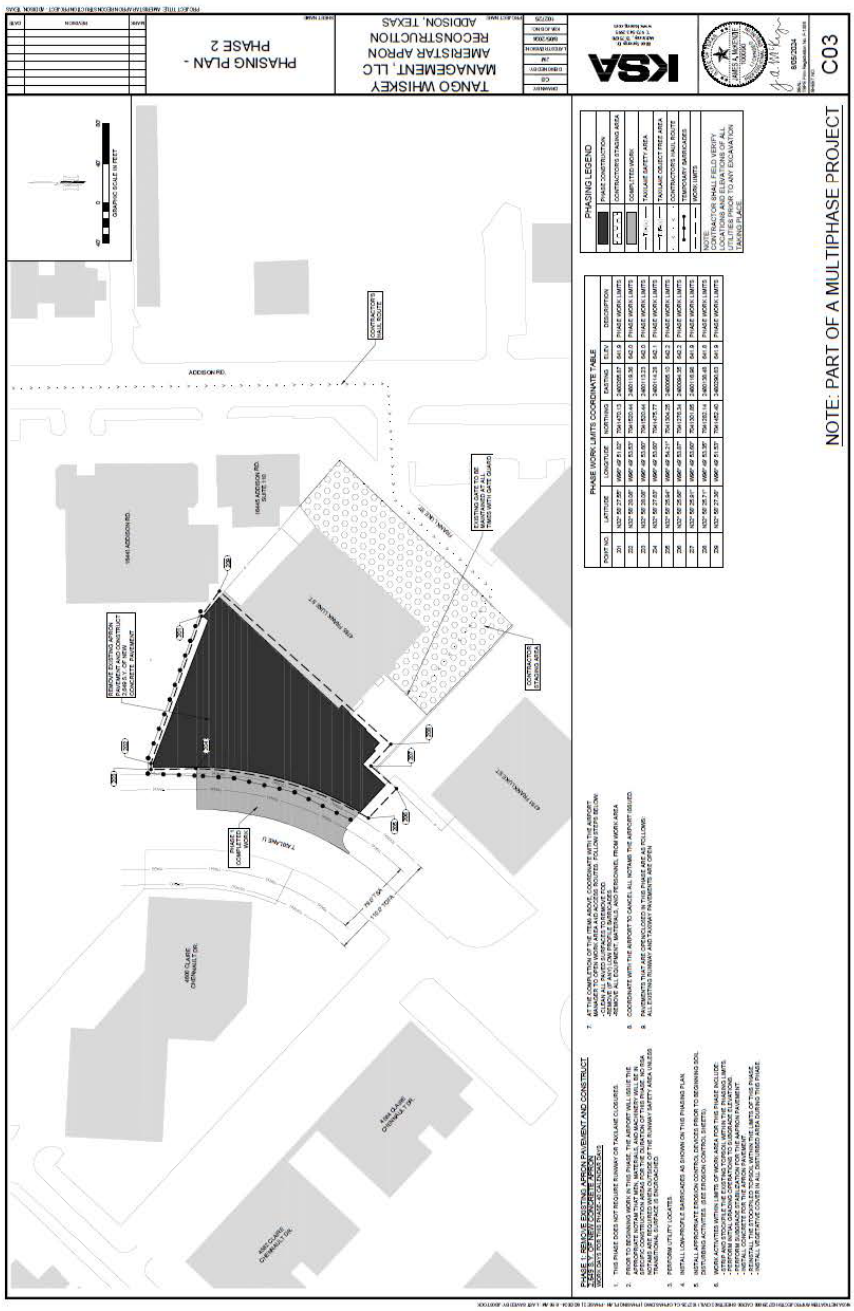
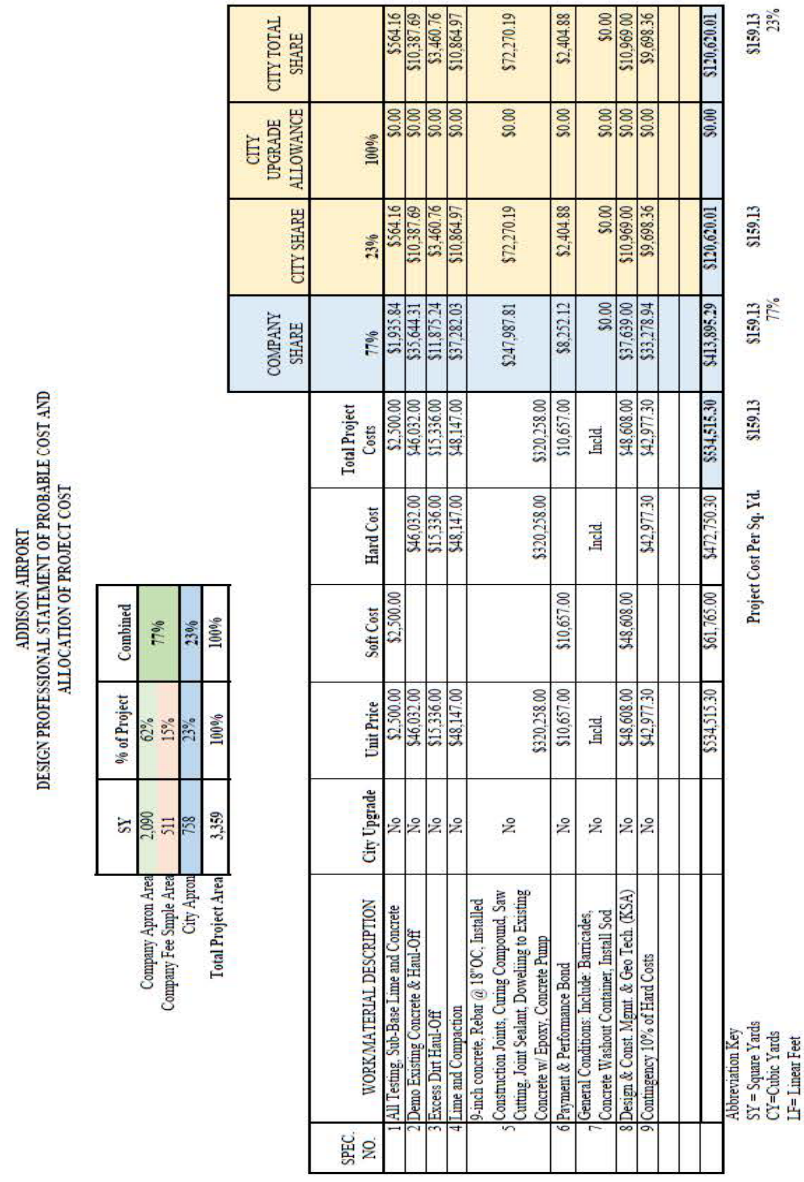


Exhibit 3: Design Professional Statement of Probable Cost
0540-2203 Tango Whiskey Management, LLC Chapter 212 Developer Participation Agreement

EXHIBIT 3
DESIGN PROFESSIONAL'S STATEMENT OF PROBABLE COST



ADDISON AIRPORT
DESIGN PROFESSIONAL STATEMENT OF PROBABLE COST AND
ALLOCATION OF PROJECT COST

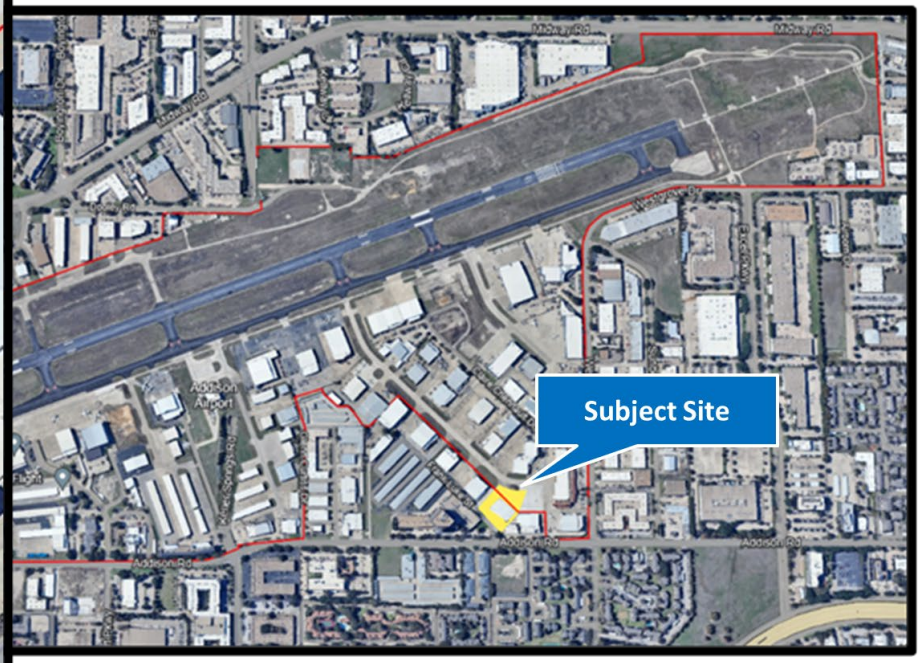
	SY	% of Project	Combined
Company Apron Area	2,090	62%	77%
Company Fee Sample Area	511	15%	
City Apron	758	23%	23%
Total Project Area	3,359	100%	100%

SPEC. NO.	WORK/MATERIAL DESCRIPTION	City Upgrade	Unit Price	Soft Cost	Hard Cost	Total Project Costs	COMPANY SHARE	CITY SHARE	CITY UPGRADE ALLOWANCE	CITY TOTAL SHARE
							77%	23%	100%	
1	All Testing, Sub-Base Lime and Concrete	No	$2,500.00	$2,500.00		$2,500.00	$1,935.84	$564.16	$0.00	$564.16
2	Demo Existing Concrete & Haul-Off	No	$46,032.00		$46,032.00	$46,032.00	$35,644.31	$10,387.69	$0.00	$10,387.69
3	Excess Dirt Haul-Off	No	$15,336.00		$15,336.00	$15,336.00	$11,875.24	$3,460.76	$0.00	$3,460.76
4	Lime and Compaction	No	$48,147.00		$48,147.00	$48,147.00	$37,282.03	$10,864.97	$0.00	$10,864.97
5	9-inch concrete, Rebar @ 18"OC, Installed Construction Joints, Curing Compound, Saw Cutting, Joint Sealant, Doweling to Existing Concrete w/ Epoxy, Concrete Pump	No	$320,258.00	$10,657.00	$320,258.00	$320,258.00	$247,987.81	$72,270.19	$0.00	$72,270.19
6	Payment & Performance Bond	No	$10,657.00	$10,657.00		$10,657.00	$8,252.12	$2,404.88	$0.00	$2,404.88
7	General Conditions: Include: Barricades, Concrete Washout Container, Install Sod	No	Incld.		Incld.	Incld.	$0.00	$0.00	$0.00	$0.00
8	Design & Const. Mgmt. & Geo Tech. (KSA)	No	$48,608.00	$48,608.00		$48,608.00	$37,639.00	$10,969.00	$0.00	$10,969.00
9	Contingency 10% of Hard Costs	No	$42,977.30		$42,977.30	$42,977.30	$33,278.94	$9,698.36	$0.00	$9,698.36
			$534,515.30	$61,765.00	$472,750.30	$534,515.30	$413,895.29	$120,620.01	$0.00	$120,620.01
	Project Cost Per Sq. Yd.					$159.13	$159.13	$159.13		$159.13
							77%			23%

Abbreviation Key
SY = Square Yards
CY=Cubic Yards
LF= Linear Feet
T= Tons

Exhibit 3: Design Professional Statement of Probable Cost
0540-2203 Tango Whiskey Management, LLC Chapter 212 Developer Participation Agreement

Location: 4765 Frank Luke Dr.



City Council (FY24) **4. i.**

Meeting Date: 10/08/2024
Department: Fire
Key Focus Areas: Public Safety

AGENDA CAPTION:

Consider action on a joint Resolution between Dallas County and the Town of Addison establishing an Inter-Jurisdictional Emergency Management Program; and providing an effective date.

BACKGROUND:

Both the Town of Addison and Dallas County have established similar programs of comprehensive emergency management which includes mitigation, preparedness, response, and recovery phases. The Town of Addison originally approved and adopted the County's Emergency Management Plan via Resolution No. R16-077 on November 8, 2016. The plan was approved by Dallas County Court Order #2004-2207 on December 7, 2004.

Other Dallas County municipalities utilizing the Dallas County plan as a cooperative document and to meet Texas Division of Emergency Management filing requirements include: the Towns of Highland Park and Sunnyvale, and the Cities of Hutchins, Wilmer, Balch Springs, Seagoville, Cockrell Hill and University Park. Recent updates were signed and approved on August 5, 2024 by the Dallas County Judge and by the Dallas County Chief of Emergency Services. The plan was updated with minor changes to roles and responsibilities, current position titles, organizational names, current resources, and information related to the ranking of hazards in terms of risk. Approval of this resolution allows us to remain in good standing with the cooperative requirements necessary to participate in this plan.

There is no additional cost associated with inclusion in the Dallas County Plan, and we may remove ourselves from the plan at any time.

RECOMMENDATION:

Administration recommends approval.

Attachments

Addison Joint Resolution Establishing Inter-Jurisdictional EM Program
DCHSEM EOP Base Plan 2024

RESOLUTION 2024-___

A JOINT RESOLUTION BETWEEN DALLAS COUNTY AND THE TOWN OF ADDISON ESTABLISHING AN INTER-JURISDICTIONAL EMERGENCY MANAGEMENT PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison originally approved and adopted the County Emergency Management Plan per Resolution 16-077 dated November 8, 2016, and approved by County of Dallas Court Order #2004-2207, dated December 7, 2004; and

WHEREAS recent updates were approved by the Dallas County Judge and by the Dallas County Chief of Emergency Services signed and dated August 5, 2024; and

WHEREAS, the Town of Addison and Dallas County have established similar programs of comprehensive emergency management which include the mitigation, preparedness, response, and recovery phases of emergency management; and

WHEREAS, the Town of Addison and Dallas County find that vulnerability to many potential hazards is shared by residents of Town of Addison and the unincorporated portions of Dallas County; and

WHEREAS, the Town of Addison and Dallas County further find that the common goal of emergency management can best be achieved through an organization which shares the combined resources of the Town and the County; and

WHEREAS, the contemplated action is specifically authorized by the aforementioned Resolution and Court Order.

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

SECTION 1. That there is hereby established the Town of Addison Emergency Management program which shall consist of the officers and employees of the Town and of the County as designated in an inter-jurisdictional emergency management plan, together with such organized volunteer groups as that plan may specify; and

SECTION 2. That the Mayor of the Town of Addison shall appoint an Emergency Management Coordinator to coordinate all aspects of the Town of Addison's program of comprehensive emergency management, and the Dallas County Judge shall mutually appoint an Emergency Management Coordinator to coordinate all aspects of the Dallas County's program of comprehensive emergency management, including the preparation and maintenance of an inter-jurisdictional emergency management plan for Town of Addison and Dallas County in accordance with this resolution.

SECTION 3. That any party to this agreement may withdraw from the combined organization created by this resolution and its related inter-jurisdictional emergency management

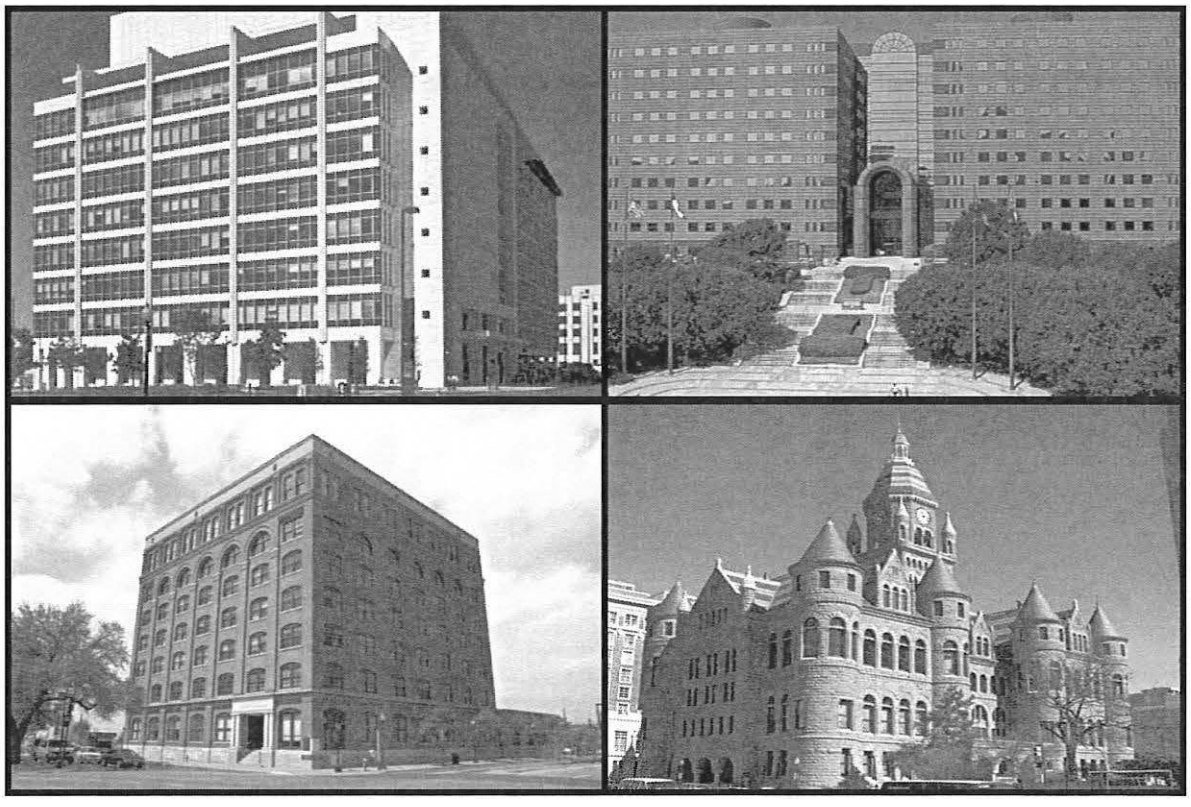
plan by giving sixty days advance notice in writing to each of the signatories to this resolution and to the Texas Division of Emergency Management.

SECTION 4. This resolution shall take effect immediately from and after its approval.

DULY RESOL.VED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the ***8th*** day of ***OCTOBER***, 2024.

TOWN OF ADDISON, TEXAS	**DALLAS COUNTY**
Bruce Arfsten, Mayor	Clay Jenkins, Dallas County Judge
ATTEST:	**ATTEST:**
Valencia Garcia, City Secretary	John F. Warren, Dallas County Clerk

Dallas County Office of Homeland Security & Emergency Management
County Emergency Management Base Plan
2024 Edition



FOR OFFICIAL USE ONLY-SECURITY SENSITIVE INFORMATION
This entire document or parts therein may be exempt from Public Information Act requests
Texas Government Code§§ 418.176 and 418.177

Prepared by:

Dallas County Office of Homeland Security and Emergency Management (HSEM).

The 2024 Dallas County Emergency Management Base Plan is a viable document, which should be reviewed and updated periodically.

Comments, suggestions, corrections and additions are encouraged from all interested parties.

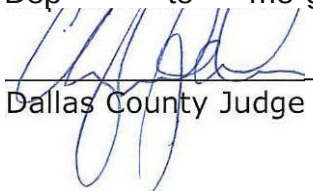
Please send review comments to:
Chief of Emergency Services/Emergency Management Coordinator
Dallas County Office of Homeland Security and Emergency Management
2121 Panoramic Circle, Suite 240
Dallas, TX 75212

Approval and Implementation

This Emergency Management Plan is considered approved when signed by the jurisdiction's authorized representatives.

The Dallas County Emergency Management Plan

This Emergency Management Plan is hereby approved. This plan is effective immediately and precedes all previous editions. The Dallas County Emergency Management l')'f1 h d been approved as an Advanced level plan by the Texas.
Dep to me gency Management.



Dallas County Judge

e/\ lQ /20 \ o'
Date

Dallas County Office of Homeland Security and Emergency Management Chief

Date

Participating municipalities include: The City of Balch Springs; City of Cockrell Hill; Town of Addison; Town of Highland Park; City of Hutchins; City of Seagoville; Town of Sunnyvale; City of University Park; City of Wilmer. Signature pages for the municipalities are kept on file with the Dallas County Office of Homeland Security and Emergency Management.

Record of Change
This section documents the date of change and who made the changes.

Change#	Date of Change	Change Entered By	Date Entered
1	11/07/2006	Mariah Armitaae	11/07/2006
2	01/21/2009	Tonya Hunter	01/21/2009
3	02/23/2009	Tonya Hunter	02/23/2009
4	03/10/2014	Michael Gaciri	03/10/2014
5	11/07/2018	James Pogue, Jim Guin, & Gentrea Hendrickson	4/18/2019
6		Aaron Street & La'racheal Lacy	

Table of Contents

This section outlines the main sections of this document, along with any attachments or appendices.

Approval and Implementation 3
Record of Change 4
1. Preface 7
2. Overview and Purpose 8
3. Concept of Operations 11
4. Organization and Assignment of Responsibilities 22
5. Direction and Control 40
6. Readiness Levels 43
7. Administration and Support 48
8. Plan Development and Maintenance 51
9. Authority 53
10. Explanation of Terms 56
11. Attachments 61
Attachment 1 - Distribution List 62
Attachment 2 - Organization for Emergency Management 64
Attachment 3 - Emergency Management Functional Responsibilities 65
Attachment 4 - Emergency Support Functions (ESF) 68
Attachment 5 - Summary of Agreements & Contracts 69
Attachment 6 - National Incident Management System (NIMS) Summary 70
Attachment 7 - Threat and Hazard Identification Risk Assessment ..... - 75 -
Attachment 8 - Signatory Municipality Signed Resolutions 82
Attachment 9 - Dallas County Department Emergency Responsibilities 83
12. References 85

EMERGENCY SUPPORT FUNCTIONS (ESF) (distributed separately)

ESF #1 - Transportation (Annex S)
ESF #2 - Communications (Annex B)
ESF #3 - Public Works and Engineering (Annex K)
ESF #4 - Firefighting (Annex F)
ESF #5 - Emergency Management (Annex N)
ESF #6 - Mass Care, Emergency Assistance, Housing and Human Services (Annex C & 0)
ESF #7 - Logistics and Resource Management (Annex M)
ESF #8 - Public Health and Medical Services (Annex H)
ESF# 9 - Search and Rescue (Annex R)
ESF #10 - Oil and Hazardous Materials Response (Annex D & Q)
ESF #11 - Agriculture and Natural Resources
ESF #12 - Energy (Annex L)
ESF #13 - Public Safety and Security (Annex G)
ESF #14 - Superseded in accordance with National Disaster Recovery Framework
ESF #15 - External Affairs (Annex I)

Support Functions - Warning (Annex A)
Support Functions - Evacuation and Population Protection (Annex E)
Support Functions - Volunteer and Donations Management (Annex T)
Support Functions - Legal (Annex U) .
Support Functions - Terrorist Incident Response (Annex V)

Hazard Functions - Hazard Mitigation (Annex P)

Recovery Functions - Long-Term Community Recovery (Annex J)

1. Preface

This section summarizes this document's relation to the Dallas County emergency operations plan, relevant regional plans, and to state and federal emergency management authority and guidance.

This document is a component of an emergency operations plan that is composed of a basic plan and essential, hazard, and support function annexes. It is designed to integrate vertically with local, regional, tribal and federal plans.

This document applies to Dallas County and all signatory municipalities. Whenever this base plan indicates a city/county official or office, it also refers to the corresponding municipal official or office.

The document complies with Homeland Security Presidential Directive 5 (HSPD-5) *Management of Domestic Incidents* and Presidential Directive 8 (PPD-8) *National Preparedness* and takes into account the needs of the whole community. The state and this jurisdiction operate within the principles of the National Incident Management System (NIMS) in support of the National Response Framework (NRF).

For an explanation of the acronyms and terms in this document please refer to the *State of Texas Acronyms and Terms (STAT)* book, which can be found on the Texas Department of Public Safety (DPS) website:
http://www.tx-tert.org/documents/TDEMAcronymsTerms.pdf

2. Overview and Purpose

This section outlines Dallas County's intentions and planning assumptions.

2.1 Purpose

This Basic Plan outlines the approach to emergency operations and is applicable to Dallas County. It provides general guidance for emergency management activities and an overview of Dallas County's methods of prevention and protection, mitigation, preparedness, response, and recovery. It provides a tool that can assist in reducing the loss of life and property and establishes the legal and organizational basis for managing emergency operations within Dallas County due to natural or manmade disasters or emergencies.

2.2 Objective/Scope

The plan provides the concept of operations and organizational roles and responsibilities for events resulting in a local emergency within Dallas County. It also describes emergency response organization and assigns responsibilities for various emergency tasks. This plan establishes authority for direction and control of emergency operations. It is intended to provide a framework for more specific functional annexes that describe in more detail who does what, when, and how. This plan applies to all local officials, departments, agencies, and partner organizations that have identified roles and responsibilities within the plan.

2.3 Audience

The primary audience for the document includes our Chief Elected Official and other elected officials including identified municipalities, the emergency management staff, department and agency heads and their senior staff members, leaders of local volunteer organizations and partners that support emergency operations and others who may participate in our prevention and protection, mitigation, preparedness, response, and recovery efforts.

2.4 Situation

Dallas County is exposed to many hazards, all of which have the potential for disrupting the community, causing casualties, and damaging or destroying public or private property. Dallas County covers 909 mi^2 in North Texas. There are 31 cities within Dallas County and the second-most populous county in Texas with a population over 2.6 million. There are six Interstate Highways that transect Dallas County, among numerous other US and State roadways. Dallas County is home to a regional airport at Dallas Executive Airport-RBD, a general-purpose airport at Love Field (DAL), and an international airport at Dallas/Fort Worth International Airport (DFW). The Dallas Area Rapid Transit (DART) serves as mass transit throughout most of Dallas County with light rail trains and a fleet of buses.

2.5 Threat and Hazard Identification and Risk Assessment

To fully evaluate each hazard, each hazard was ranked based on its level of potential risk to Dallas County. A common definition of risk was used for this plan in accordance with DHS's *National Infrastructure Protection Plan (NIPP),* which defines risk as a "function of consequence, vulnerability, and threat". Six hazards were identified as having higher likelihood of affecting Dallas County. These hazards are

Flooding, Severe Weather, Active shooter, Winter Weather, Infrastructure/Utility Failure, CBRNE-Biological Attack, Civil Unrest/Disturbance, and Complex Coordinated Attack. Refer to Attachment 9: Threat and Hazard Identification and Risk Assessment for a more comprehensive list and breakdown of how the hazards are identified and assigned risk values.

2.6 Assumptions

Dallas County will continue to be exposed to the impact of those hazards described above, as well as lesser hazards and hazards that may develop in the future. These hazards are located in the North Central Texas Council of Governments Threat and Hazard Identification and Risk Assessment (THIRA), which includes Dallas County. These hazards are also described in the Dallas County Hazard Mitigation Plan.

It is possible for an incident to occur at any time and at any place. In many cases, dissemination of advanced warning to the public and implementation of increased readiness measures may be possible. However, some emergency situations may occur with little or no warning.

Outside assistance should be available in most emergency situations affecting Dallas County. As it takes time to summon external assistance, it is essential for Dallas County to be prepared to carry out the initial emergency response on an independent basis.

Methods to improve Dallas County's readiness to deal with emergency situations can include detailed emergency planning, training of emergency responders and other personnel, and conducting periodic emergency drills and exercises. Proper mitigation actions, such as floodplain management and fire inspections can also prevent or reduce disaster-related losses.

Based on the recommendation from the Federal Emergency Management Agency (FEMA), residents, businesses, public agencies and industry should be prepared to utilize their plans, guidelines and resources in order to provide for themselves for at least the first 72 hours after an emergency or disaster.

Local government officials recognize their responsibilities for the safety and well-being of the public and should perform their responsibilities in the implementation of this emergency management plan.

Proper implementation of this plan may reduce or prevent disaster related losses.

Local signatory municipalities will have active and written Standard Operating Guidelines in place for their own jurisdictional authority.

2.7 Plan Organization

There are five parts to the Dallas County Plan:

- **Base Plan:** Describes the county's emergency management organization and a system for coordination.
- **Emergency Support Function (ESF) Annexes:** Outline the objectives, policies, concepts of operations and responsibilities of agencies relative to unique functional activities before, during and after disaster incidents that exceed the capacities of local jurisdictions. These annexes may be augmented by other supporting plans.
- **Support Function Annexes:** Describe essential supporting aspects that are common to all incidents and serve as the primary mechanism for providing assistance at the operational level. These annexes may be augmented by other supporting plans.
- **Hazard Functions:** Describe essential supporting aspects that are common to a specific hazard and serve as the primary mechanism for providing assistance at the operational level. These annexes may be augmented by other supporting plans.
- **Recovery Functions:** Describe essential supporting aspects that are common to the recovery phase in a post-disaster setting and serve as the primary mechanism for providing assistance at the operational level. These annexes may be augmented by other supporting plans.

The Dallas County Plan is designed to align vertically with other local, regional or state plans and annexes. It also is designed to align horizontally with other Dallas County agencies' emergency management plans and incorporates their plans into this plan by references in the ESF, Support, Hazard or Recovery function(s).

3. Concept of Operations

This section outlines the concept of operations for the jurisdiction's emergency operations base plan and identifies its operational agencies.

3.1 Objectives

The objectives of the Dallas County emergency management program are to protect life safety, to provide for incident stabilization, and to provide for property/environmental conservation.

3.2 General

It is the responsibility of Dallas County officials to protect public health and safety and preserve property from the effects of hazardous events. This involves having the primary role in identifying and mitigating hazards, preparing for and responding to, and managing the recovery from emergency situations that affect the community.

It is impossible for government to do everything that is required to protect the lives and property of our population, without the participation of residents and partners. Dallas County, in coordination with local jurisdictions, should assist in carrying out these responsibilities by providing public information and instructions prior to and during emergency situations.

In part, local governments are responsible for:

- Organizing, training, and equipping local emergency responders and emergency management personnel.
- Providing appropriate emergency facilities.
- Providing suitable warning and communications systems.
- Providing emergency services.

The state and federal governments offer programs that provide some assistance with portions of these responsibilities listed above.

To achieve plan objectives, Dallas County has organized an emergency management program that is both integrated (employs the resources of government, organized volunteer groups and partners) and comprehensive (addresses prevention and protection, mitigation, preparedness, response, and recovery). This plan is one element of Dallas County's preparedness activities.

This plan is based on an all-hazard approach to emergency planning. It addresses general functions that may need to be performed during any emergency situation and is not a collection of plans for specific types of incidents. For example, Support Function - Warning (Annex **A),** addresses techniques that can be used to warn the public during any emergency situation, whatever the cause.

Departments and agencies tasked in this plan are expected to develop and keep current Standard Operating Guidelines (SOGs) that describe how emergency tasks may be performed. In addition, departments and agencies are charged with ensuring the training and equipment necessary for an appropriate response are in place, within their capability.

This plan is based upon the concept that the emergency functions that must be performed by many departments or agencies generally parallel some of their normal day-to-day functions. To the extent possible, the same personnel and material resources used for day-to-day activities should be employed during emergency situations. As personnel and equipment resources are limited, some routine functions that do not contribute directly to the emergency may be suspended for the duration of an emergency. The personnel, equipment, and supplies that would normally be required for those functions should be redirected to accomplish emergency tasks.

Dallas County has adopted the National Incident Management System (NIMS) in accordance with the President's Homeland Security Directive (HSPD)-5. The County's adoption of NIMS should provide a consistent approach to the effective management of situations involving natural or manmade disasters, or terrorism. The NIMS allows the County to integrate our response activities using a set of standardized organizational structures designed to improve interoperability between all levels of government, private sector, and nongovernmental organizations.

This plan, in accordance with the National Response Framework (NRF), and other supporting documents, is an integral part of the national effort to prevent, and reduce America's vulnerability to terrorism, major disasters, and other emergencies, minimize the damage and recover from attacks, major disasters, and other emergencies that occur. In the event of a catastrophic incident, as defined in HSPD-5, the County should integrate all operations with all levels of government, private sector, and nongovernmental organizations through the use of NRF coordinating structures, processes, and protocols.

3.3 Operational Guidance

The County should employ the six components of the NIMS in all operations, which should provide a standardized framework that facilitates our operations in all phases of emergency management. Attachment 7 provides further details regarding **NIMS.**

Initial Response: Dispatched emergency responders are likely to be the first on the scene of an emergency situation. They should normally take charge and remain in charge of the incident until it is resolved or others who have legal authority to do so assume responsibility. They may seek guidance and direction from local officials and seek technical assistance from state and federal agencies and industry where appropriate.

Implementation of Incident Command System (ICS):

- The first local emergency responder to arrive at the scene of an emergency situation should implement the ICS and serve as the Incident Commander (IC) until relieved by a more senior or more qualified individual. The IC should establish an incident command post (ICP) and provide an assessment of the situation to local officials, identify response resources required, and direct the on-scene response from the ICP.

- For some types of emergency situations, a specific incident scene may not exist in the initial response phase and the Emergency Operations Center (EOC) may accomplish initial response actions, such as mobilizing personnel and equipment and issuing precautionary warning to the public. As the potential threat becomes clearer and a specific impact site or sites identified, an ICP may be established, and direction and control of the response may be transitioned to the IC.

Source and Use of Resources:

- Identified municipalities should use their own resources, all of which meet the requirements for resource management in accordance with the NIMS, to respond to emergency situations, purchasing supplies and equipment if necessary, and request assistance if municipal resources are insufficient or inappropriate.

- Upon request, Dallas County should use its own resources, all of which meet the requirements for resource management in accordance with the NIMS, to respond to emergency situations, purchasing supplies and equipment if necessary, and request assistance if County resources are insufficient or inappropriate. Chapter §418.102 provides that the County should be the first channel through which a municipality requests assistance when its resources are exceeded. If additional resources are required, the County should:
  - Summon those resources available to Dallas County pursuant to Statewide Mutual Aid and inter-local agreements. Attachment 6 to this plan summarizes.
  - the inter-local agreements and identifies the officials authorized to request those resources. (In accordance with Texas Government Code §418.111)
  - Summon emergency service resources with which the County has contracts. See Attachment 6. (In accordance with Texas Government Code §418.111)
  - Request assistance from Volunteer Organizations Active in Disasters.
  - Request assistance from industry or individuals who have available resources needed to deal with the emergency situation.

- When external agencies respond to an emergency situation within Dallas County's jurisdiction, we expect them to conform to the guidance and direction provided by the Dallas County IC, which should be in accordance with the NIMS.

3.4 ICS - Incident Command System

Dallas County and signatory municipalities intend to employ ICS, an integral part of the NIMS, in managing emergencies. ICS is both a strategy and a set of organizational arrangements for directing and controlling EOC and field operations. It is designed to effectively integrate resources from different agencies into a

temporary emergency organization that can expand and contract with the magnitude of the incident and resources on hand. A summary of ICS is provided in Attachment 7.

The IC is responsible for carrying out the ICS function of command -- managing the incident. The four other major management activities that form the basis of res are Operations, Planning, Logistics, and Finance/Administration. For small-scale incidents, the Incident Commander and one or two individuals may perform all of these functions. For larger incidents, a number of individuals from different departments or agencies may be assigned to separate staff sections charged with those functions to ensure an appropriate span of control for each section.

An IC using response resources from one or two departments or agencies can handle the majority of emergency situations. Departments or agencies participating in this type of incident response should normally obtain support through their own department or agency.

In emergency situations where other jurisdictions or the state or federal government are providing significant response resources or technical assistance, it is generally desirable to transition from the normal res structure to a Unified or Area Command structure. This arrangement helps to ensure that all participating agencies are involved in developing objectives and strategies to deal with the emergency. Attachment 7 provides additional information on Unified and Area Command.

3.5 ICS - Emergency Operations Center (EOC) Interface

For major emergencies and disasters, the Emergency Operations Center (EOC) may be activated. When the EOC is activated, it is essential to establish a division of responsibilities between the incident command post and the EOC. A general division of responsibilities is outlined below. It is essential that a precise division of responsibilities be determined for specific emergency operations.

- The IC is generally responsible for field operations, including:
  - Isolating the scene.
  - Directing and controlling the on-scene response to the emergency situation and managing the emergency resources committed there.
  - Warning the population in the area of the incident and providing emergency instructions to them.
  - Determining and implementing protective measures (evacuation or in-place sheltering) for the population in the immediate area of the incident and for emergency responders at the scene.
  - Implementing traffic control arrangements in and around the incident scene.
  - Requesting additional resources from the EOC.

- The EOC Manager is generally responsible for:
  - Providing resource support for the incident command operations.
  - Issuing community-wide warning.
  - Issuing instructions and providing information to the general public.

- Organizing and implementing large-scale evacuation.
- Organizing and implementing shelter and mass arrangements for evacuees.
- Requesting assistance from the State and other external sources.

In some large-scale emergencies or disasters, emergency operations with different objectives may be conducted at geographically separated scenes. In such situations, more than one incident command operation may be established. If this situation occurs, a transition to an Area Command or a Unified Area Command is desirable, and the allocation of resources to specific field operations should be coordinated through the EOC.

3.6 State, Federal & Other Assistance

State & Federal Assistance

- Signatory municipalities must request assistance from Dallas County before requesting from the state (Rule §7.23).

- A local government is expected to use its own resources and the resources available to it through mutual aid agreements before requesting assistance from the state (Rule §7.23).

- When an emergency situation exceeds Dallas County's capability to respond or recover, the County may seek supplemental assistance, to include assistance in obtaining information needed to respond to an emergency situation, from local region resources, including mutual aid resources, equipment purchases or leases, or resources covered by emergency service contracts.

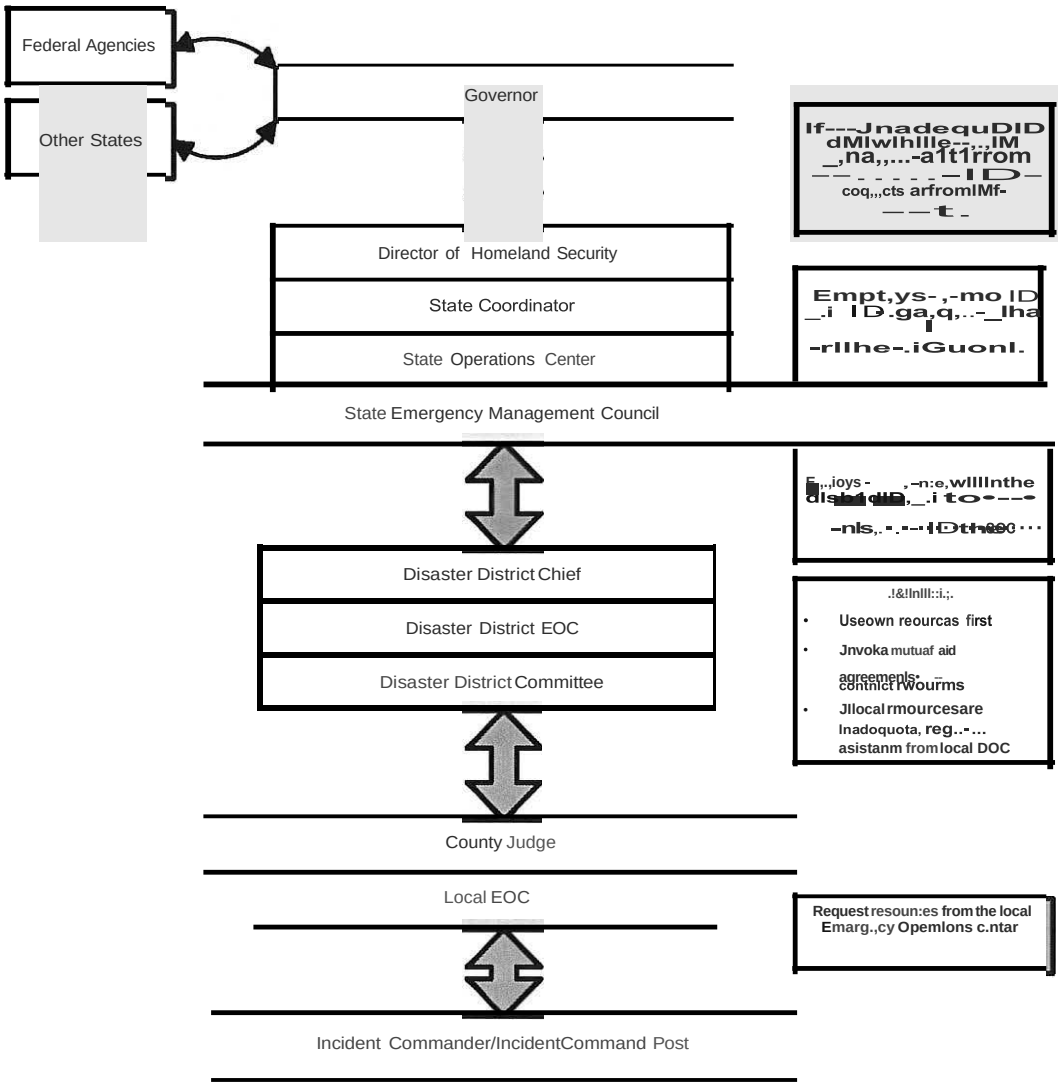
- When an emergency situation exceeds regional capability to respond or recover, Dallas County may seek supplemental assistance, to include assistance in obtaining information needed to respond to an emergency situation, from the State. State emergency assistance to local governments begins at the County Liason Officer (CLO) and the key person to validate a request for, obtain, and provide that state assistance and support is the District Chief . If the County cannot provide the requested assistance, the Dallas County Judge or Chief of Emergency Services may request State assistance from the CLO or District Chief.

- The District Chief has the authority to utilize all state resources within the district to respond to a request for assistance, with the exception of the National Guard. Use of National Guard resources requires approval of the Governor. The District Chief is expected to validate the request for assistance, identify, and task resources available with the district to meet the needs. The use of the National or State Guard requires advance approval by the Governor, which should be coordinated by the SOC. If a particular state agency is required by law to render assistance in a certain type of emergency (e.g., oil spill, hazmat, animal disease outbreak, radiological event, etc.), then direct communications between local government officials and that state agency is appropriate; however, the District Chief must be

kept informed of the operational situation. If state assistance is authorized by District Chief or directed by statute, state agencies should provide response and recovery assistance within their capabilities in accordance with state statutes and regulations and this plan.

- State assistance furnished to local governments is to supplement local resources, not a substitute for such resources, including mutual aid resources, equipment purchases or leases, or resources covered by emergency service contracts. See Appendix 3 to ESF #7 Logistics and Resource Management (Annex M), for a State of Texas Assistance Request (STAR) form that can be used to request state assistance. The STAR process typically will occur through the WebEOC platform. The STAR supports a request process starting at a local level including a simple city to county process. The FEMA res form 213 RR may be used as an alternative to the STAR in some circumstances. The provision of state response assistance to local governments is not dependent upon a formal declaration of a State of Disaster, either by the local government or Governor when such response is required by state law or, in the opinion of either the Governor, the Director of the Texas Division of Emergency Management, or the District Chief , such assistance is needed for lifesaving operations or to relieve suffering and hardship.

- The Disaster District staff should forward resource requests for assistance that cannot be satisfied by state resources within the District to the State Operations Center (SOC) for appropriate action. When state resources are insufficient to deal with an emergency situation, the SOC senior staff may coordinate with the Governor's Office to request specific assistance from other states or the federal government.



Other Assistance:

- If resources required to control an emergency situation are not available within the State, the Governor may request assistance from other states pursuant to a number of interstate compacts or from the federal government through the Federal Emergency Management Agency (FEMA).

- For major emergencies and disasters for which a Presidential declaration has been issued, federal agencies may be mobilized to provide assistance to states and local governments. The NRF describes the policies, planning assumptions, concept of operations, and responsibilities of designated federal agencies for various response and recovery functions. For example, the *Nuclear/Radiological Incident Annex* of the NRF addresses the federal response to major incidents involving radioactive materials.

- FEMA has the primary responsibility for coordinating federal disaster assistance. No direct federal disaster assistance is authorized prior to a Presidential

emergency or disaster declaration, but FEMA has limited authority to stage initial response resources near the disaster site and activate command and control structures prior to a declaration and the Department of Defense has the authority to commit its resources to save lives prior to an emergency or disaster declaration. See Recovery Support Function - Long-Term Community Recovery (Annex J), for additional information on the assistance that may be available during disaster recovery.

- The NRF applies to Stafford and non-Stafford Act incidents and is designed to accommodate not only actual incidents, but also the threat of incidents. Therefore, NRF implementation is possible under a greater range of incidents.

3.7 Emergency Authorities

Key federal, state, and local legal authorities pertaining to emergency management are listed in Section 8 of this plan.

Texas statutes and the Executive Order of the Governor Relating to Emergency Management provide local government, principally the Chief Elected Official, with a number of powers to control emergency situations. If necessary, the County can use these powers during emergency situations. These powers include:

- Emergency Declaration: In the event of riot or civil disorder, the Dallas County Judge may request the Governor to issue an emergency declaration for this jurisdiction and take action to control the situation. The use of the emergency declaration is explained in Support Function - Legal (Annex U).

- Disaster Declaration: When an emergency situation has caused severe damage, injury, or loss of life or it appears likely to do so, the Dallas County Judge may, by executive order or proclamation, declare a local state of disaster. In addition, the County Judge may subsequently issue orders or proclamations referencing that declaration to invoke certain emergency powers granted the Governor in the Texas Disaster Act *on an appropriate local scale* in order to cope with the disaster. These powers may include:
  - Using all available resources of government and commandeering private property, subject to compensation, to cope with the disaster.
  - Restricting the movement of people and occupancy of premises.
  - Prohibiting the sale or transportation of certain substances.
  - Implementing price controls.
  - Suspending procedural laws and rules to facilitate a timely response.

A local disaster declaration activates the recovery aspects of this plan. A County disaster declaration ***is required*** to obtain state and federal disaster recovery assistance. See Support Function - Legal (Annex U), for further information on disaster declarations and guidelines for invoking emergency powers.

Authority for Evacuations: State law provides the Chief Elected Official with the authority to order the evacuation of all or part of the population from a stricken or threatened area within their respective jurisdictions.

3.8 Actions by Phases of Emergency Management

This plan addresses emergency actions that are conducted during all five phases of emergency management.

Prevention & Protection:

The capabilities necessary to avoid, prevent, or stop a threatened or actual act of terrorism. Unlike other mission areas, which are all-hazards by design, Prevention core capabilities are focused specifically on imminent terrorist threats, including ongoing attacks or stopping imminent follow-on attacks. Protection includes the capabilities to safeguard the homeland against acts of terrorism and manmade or natural disasters. It focuses on actions to protect our people, our vital interests and our way of life.

Prevention & Protection Core Capabilities:

- Planning
- Public Information and Warning
- Operational Coordination
- Forensics and Attribution
- Access Control and Identity Verification
- Cybersecurity
- Supply Chain Integrity and Security
- Intelligence and Information Sharing
- Interdiction and Disruption
- Physical Protective Measures
- Risk Management for Protection Programs and Activities
- Screening, Search and Detection

Mitigation

Dallas County should conduct mitigation activities as an integral part of our emergency management program. Mitigation is intended to eliminate hazards, reduce the probability of hazards causing an emergency situation, or lessen the consequences of unavoidable hazards. Mitigation should be a pre-disaster activity, although mitigation may also occur in the aftermath of an emergency situation with the intent of avoiding repetition of the situation. The County's mitigation program is outlined in the Dallas County Hazard Mitigation Action Plan (HazMap) and ESF: Hazard Function - Hazard Mitigation (Annex P).

Mitigation Core Capabilities include:

- Planning
- Public Information and Warning
- Operational Coordination
- Community Resilience
- Long-Term Vulnerability Reduction
- Threats and Hazards Identification
- Risk and Disaster Resilience Assessment

Preparedness

Dallas County should conduct preparedness activities to develop the response capabilities needed in the event of an emergency. Among the preparedness activities included in our emergency management program are:

- Providing emergency equipment and facilities.
- Emergency planning, including maintaining this plan, its annexes, and appropriate SOGs.
- = Conducting or arranging appropriate training for emergency responders, emergency management personnel, other local officials, and volunteer groups who assist us during emergencies.
- Conducting periodic drills and exercises to test the County's plans and training.

Response

Dallas County will respond to emergency situations effectively and efficiently. The focus of most of this plan and its ESFs (annexes) is on planning for the response to emergencies. Response operations are intended to resolve an emergency situation while minimizing casualties and property damage. Response activities include warning, emergency medical services, firefighting, law enforcement operations, evacuation, shelter and mass care, emergency public information, search and rescue, as well as other associated functions.
Response Core Capabilities include:

- Planning
- Public Information and Warning
- Operational Coordination
- Infrastructure Systems
- Critical Transportation
- Environmental Response/Health and Safety
- Fatality Management Services
- Fire Management and Suppression
- Logistics and Supply Chain Management
- Mass Care Services
- Mass Search and Rescue Operations
- On-Scene Security, Protection, and Law Enforcement
- Operational Communications
- Public Health, Healthcare, and Emergency Medical Services
- Situational Assessment

Recovery

If a disaster occurs, the County should carry out a recovery program that involves both short-term and long-term efforts. Short-term operations seek to restore vital services to the community and provide for the basic needs of the public. Long-term recovery focuses on restoring the community to its normal state. The federal government, pursuant to the Stafford Act, provides the vast majority of disaster recovery assistance. The recovery process includes assistance to individuals, businesses, and to government and other public institutions. Examples of recovery programs include temporary housing, restoration of government services, debris,

removal, restoration of utilities, disaster mental health services, and reconstruction of damaged roads and bridges. The County's recovery program is outlined in Recovery Support Function - Long-Term Community Recovery (Annex J). Recovery Core Capabilities include:

- Planning
- Public Information and Warning
- Operational Coordination
- Infrastructure Systems
- Economic Recovery
- Health and Social Services
- Housing
- Natural and Cultural Resources

4. Organization and Assignment of Responsibilities

This section outlines the organization and assignment of responsibilities of those who have preparedness, recovery and response capabilities.

4.1 Organization

General

Most departments and agencies of local government have emergency functions in addition to their normal day-to-day duties. During emergency situations, normal organizational arrangements are modified to facilitate emergency operations. Dallas County and signatory municipalities', governmental organizations for emergencies are supported by emergency services and support services. Attachment 3 depicts the emergency organization.

Emergency Services

Emergency Services include the IC and those departments, agencies, and groups with primary emergency response actions. The IC is the person in charge at an incident site.

Emergency Support Services

This group includes departments and agencies that support and sustain emergency responders and coordinate emergency assistance provided by organized volunteer organizations, business and industry, and other sources.

Voluntary Organizations Active in Disasters (VOAD) and Other Partner Services

These groups include organized volunteer groups, MRC, and businesses that have agreed to provide certain support for emergency operations.

4.2 Assignment of Responsibilities

General

For most emergency functions, successful operations require a coordinated effort from a number of departments, agencies, and groups. To facilitate a coordinated effort, elected and appointed officials, departments and agency heads, and other personnel are assigned primary responsibility for planning and coordinating specific emergency functions. Generally, primary responsibility for an emergency function should be assigned to an individual from the department or agency that has legal responsibility for that function or possesses the most appropriate knowledge and skills. Other officials, departments, and agencies may be assigned support responsibilities for specific emergency functions. Attachment 4 summarizes the general emergency responsibilities of County officials, department and agency heads, and other personnel. Signatory municipalities may have their own assignment based on their organizational structure.

The department having primary responsibility for an emergency function is normally responsible for coordinating preparation of and maintaining that portion of the emergency plan that addresses that function. Plan and ESF (annex) assignments are outlined in Attachment 5. Listed below are general responsibilities assigned to the Dallas County Judge, Chief of Emergency Services, the Liaison to Elected Officials, emergency services, emergency support services, and other support agencies. Signatory municipalities may designate other roles as appropriate. Additional specific responsibilities can be found in the ESFs (annexes) to this Basic Plan.

Responsibilities

- The Dallas County Judge, herein after referred to as the Director:
  - Serves as the Director of Homeland Security and Emergency Management.
  - Directs the emergency response during disaster situations.
  - Declares a local state of disaster, requests the Governor declare a state of emergency, or invokes the emergency powers of government when necessary.
  - Directs, or delegates responsibilities to the EOC Manager and develops guidelines for the operation of the EOC and requires training for those who staff it.
  - Establishes objectives and priorities for the emergency management program and provides general guidance on the conduct of that program.
  - Makes determinations on requests for assistance to other local governments or the State when necessary.
  - Oversees keeping the public informed during emergency situations.
  - May amend plan as needed for life safety and preservation of property.

- The Chief of Emergency Services herein after referred to as the coordinator, or Emergency Management Coordinator (EMC):
  - Upon request, activates and manages the Dallas County EOC.
  - Serves as the staff advisor to the Director on emergency management matters.
  - Keeps the Director appraised of the preparedness status and emergency management needs.
  - Coordinates local planning, preparedness activities, and the maintenance of this plan.
  - Prepares and maintains a county point of contact list for resources.
  - Encourages training for emergency management personnel and emergency responders.
  - Coordinates periodic emergency exercises to test the County's plan and training.
  - Assists with managing the EOC and develop guidelines for its operation and encourage training for those who staff it.
  - Implements the policies and decisions of the governing body relating to emergency management.
  - Organizes the emergency management program and identifies personnel, equipment, and facility needs.

- Collaborates with departments and agencies as appropriate.
- Encourages departments and agencies to participate in emergency planning, training, and exercise activities.
- Coordinates the operational response of local emergency services.
- Coordinates and orchestrates the activation of the EOC and supervises its operation to carry out objectives of the Director of HSEM.
- Performs day-to-day liaison with the state emergency management staff and other local emergency management personnel.
- Coordinates with organized volunteer groups and businesses regarding emergency operations.
- Supports the overall preparedness program in terms of its budgetary and organizational requirements.
- Implements the policies and decisions of the governing body.
- Prepares and maintains ESFs (annexes) to this Plan and supporting SOGs.
- If determined that Dallas County is eligible for state or federal disaster assistance, coordinates with state and federal agencies to carry out authorized recovery programs as directed.

- The County Administrator will serve as the Liaison to Elected and Appointed Officials:
  - Gathers input and assistance from elected officials outside of the incident command structure because it is beneficial and integral to a successful response.
  - Works with this important group of county leaders to ensure a free flow of information and successful integration of their offices' assistance into response.

- Common Responsibilities of designated persons
  - All emergency services and support services:
  - Provide personnel, equipment, and supplies to support emergency operations upon request.
  - Develop and maintain SOGs for emergency tasks.
  - Provide trained personnel to staff the ICP and EOC and conduct emergency operations.
  - Provide current information on emergency resources for inclusion in the Resource List in Appendix 1 to ESF #7 Logistics and Resource Management (Annex M).
  - Report information regarding emergency situations and damage to facilities and equipment to the Incident Commander or the EOC.

- Emergency Services Responsibilities

  - The IC should:
    - Isolate the scene.
    - Direct and control the on-scene response to the emergency situation and manage the emergency resources committed there.
    - Warn the potentially affected population in the area of the incident and provide emergency instructions.
    - Implement traffic control routes in and around the incident scene.

- Request additional resources from the EOC.
- Manage emergency response resources and operations at the ICP to assist in the resolution of the emergency situation.
- Determine and implement required protective actions for response personnel and the public at an incident site.

- Signatory Municipality Executive Group Responsibilities:

  - Emergency management, at the local government level, is established in State law, the City Charter, and local ordinances. State law designates the mayor as being responsible for directing the emergency management program in theccity. The mayor can designate an individual to coordinate that program.

  - The Texas Disaster Act places overall responsibility for the management of local disasters occurring within the signatory municipalities with the mayor, as the presiding officer of the City Council. The Executive Order of the Governor Relating to Emergency Management provides that the mayor may, when a State of Local Disaster has been declared, exercise similar powers on an appropriate local scale as have been granted to the Governor in the Disaster Act. A Disaster Declaration is also required when seeking State or Federal assistance, including a Presidential Disaster Declaration. A Disaster Declaration provides the mayor with additional powers.
    These powers include, but are not limited to, the following:
    - Temporarily suspending the provisions of any City statute prescribing the guidelines for conduct of City business or the orders or rules of a City Department if strict compliance with the provisions, orders, or rules would in any way hinder, prevent, or delay necessary action in coping with a disaster.
    - Using all available resources of City government that are necessary to cope with the disaster.
    - Temporarily reassigning resources, personnel, or functions of City Departments or their units for the purpose of facilitating emergency services.
    - Commandeering or using any private property needed to cope with the disaster, subject to compensation requirements.
    - Determine and implement protective measures (evacuation or in-place sheltering) for the population in the immediate area of the incident and for emergency responders at the scene.
    - Ordering evacuation of all or part of the population from a stricken or threatened area.
    - Controlling access to and from a disaster area.
    - Purchasing, leasing, or otherwise acquiring temporary housing units to be occupied by disaster victims.

  - The mayor's responsibilities:
    - With the assistance of the legal staff, declare a local state of disaster, request the Governor declare a state of emergency, or invoke the emergency powers of government when necessary.

- Establish objectives and priorities for the emergency management program and provide general policy guidance on the conduct of that program.
- Monitor the emergency response during disaster situations and provide direction where appropriate.
- Direct activation of the EOC.
- Request assistance from other local governments or the State when **llt:Le:::,:::,a1 y.**

- The City Manager's, or appointed official (if applicable) responsibilities:
  - Implement the policies and decisions of the governing body relating to emergency management.
  - Establish objectives and priorities for the emergency management program and provide general policy guidance on conduct of the program.
  - Assign emergency management program tasks to departments and agencies.
  - Ensure departments and agencies participate in emergency planning, training, and exercise activities.
  - Monitor emergency responses during disaster situations and provide directions where appropriate.
  - With the assistance of the Public Information Officer (PIO), keep the public informed during emergency situations.
  - When the Mayor makes a Declaration of Local Disaster and exercises the above powers, the City Manager should execute the orders as directed by the mayor.

- The Signatory Municipalities Emergency Management Coordinator's responsibilities:
  - Serve as the staff advisor to the Mayor and City Manager on emergency management matters.
  - Keep the Mayor, City Manager, and governing body apprised of the preparedness status and emergency management needs.
  - Coordinate local planning, preparedness activities, and the maintenance of this plan.
  - Prepare and maintain a resource inventory.
  - Arrange appropriate training for local emergency management personnel and emergency responders.
  - Coordinate periodic emergency exercises to test our plans and training.
  - Manage the EOC, develop guidelines for its operation, and conduct training for the staff.
  - Coordinate the operational response of local emergency services.
  - Activate the EOC when required and supervise its operation.
  - Perform day-to-day liaison with the state emergency management staff and other local emergency management personnel.
  - Coordinate with organized volunteer groups and businesses regarding emergency operations.

- Signatory Municipality services:

Fleet

- Identifies local public and private transportation resources and coordinates their use in emergencies.
- Coordinates deployment of transportation equipment to support emergency operations.
- Establishes and maintains a reserve pool of drivers, maintenance personnel, parts, and tools.
- Maintains records on use of transportation equipment and personnel for purpose of possible reimbursement.

Police

- Preservation of law and order.
- Traffic Control.
- Terrorist incident response.
- Provision of security for vital facilities, evacuated areas, and shelters.
- Access control for damaged or contaminated areas.
- Warning support.
- Post-incident reconnaissance and damage assessment.
- Prepare and maintain an inventory of available resources.
- Coordinate and carry out defensive anti-terrorist activities, including criminal intelligence, investigation, protection of facilities, and public awareness activities.
- Coordinate and carry out offensive counter-terrorist operations to neutralize terrorist activities.
- Carry out terrorism consequence operations conducted in the aftermath of a terrorist incident to save lives and protect public and private property.
- Ensure required notification of terrorist incidents is made to local, state, and federal authorities.

Fire

- Establish ICS to manage the response to large incidents if needed.
- Fire prevention activities.
- Fire detection and control.
- Hazardous material and oil spill response.
- Terrorist incident response.
- Evacuation support.
- Post-incident reconnaissance and damage assessment.
- Fire safety inspection of temporary shelters.
- Prepare and maintain fire resource inventory.
- Coordinate and conduct search and rescue activities.
- Identify requirements for specialized resources to support rescue operations.

Emergency Management

- Direct and control for the local operating forces.
- Maintain coordination with neighboring jurisdictions and the County.
- Maintain the EOC in an operating mode or be able to convert the designated facility space into an operable EOC rapidly.

- Assigns representatives, by title, to report to the EOC and develop guidelines for crisis training.
- Develop and identify the duties of the staff, use of displays and message forms, and guidelines for EOC activation.
- Coordinates the evacuation of areas at risk.

Public Health (if applicable)

- Coordinate health and medical care and EMS support during emergency situations.
- Public health information and education.
- Inspection of food and water supplies.
- Develop emergency public health regulations and orders.
- Coordinate collection, identification, and interment of deceased victims.
- Health/safety, environmental inspections of shelters.

Public Works & Facilities

- Prioritize restoration of utility service to vital facilities and other facilities.
- Arrange for the provision of emergency power sources where required.
- Identify requirements for emergency drinking water and portable toilets to the department or agency responsible for mass care.
- Assess damage to, repair, and restore public utilities.
- Monitor recovery activities of city-owned facilities.

Purchasing

- Maintain an inventory of emergency resources.
- During emergency operations, locates supplies, equipment, and personnel to meet specific needs.
- Maintain a list of suppliers for supplies and equipment needed immediately in the aftermath of an emergency.
- Establish emergency purchasing guidelines and coordinate emergency procurements.
- Establish and maintain a manpower reserve and coordinate assignment of reserve personnel to departments and agencies that require augmentation.
- Coordinate transportation, sorting, temporary storage, and distribution of resources during emergency situations.
- Establish staging areas for resources, if required.
- During emergency operations, identify to the Donations Management Coordinator those goods, services, and personnel that are needed.
- Maintain records of emergency-related expenditures for purchases and personnel.

Legal

- Advise elected officials on emergency powers of local government and guidelines for invoking those measures.
- Review and advise city officials on possible legal issues arising from disaster operations.
- Prepare and/or recommend legislation to implement the emergency powers that may be required during an emergency.

- Advise elected officials and department heads on record-keeping requirements and other documentation necessary for the exercising of emergency powers.

4.3 Emergency Support Function (ESF} Annexes:

Outline the objectives, policies, concepts of operations and responsibilities of agencies relative to unique functional activities before, during and after disaster incidents that exceed the capacities of local jurisdictions. These annexes may be augmented by other supporting plans.

Respective signatory municipal departments should coordinate and assist with respective county departments in the following emergency support functions listed below:

- **ESF #1 - Transportation:**
  - The primary responsibility for this function is assigned to the **Dallas County Office of Homeland Security and Emergency Management (HSEM).** HSEM should prepare and maintain ESF #1 Transportation (Annex S) and any supporting SOGs to this plan. Emergency tasks to be performed and may include:
    - Identifies local public and private transportation resources and coordinates their use in emergencies.
    - Coordinates deployment of transportation equipment to support emergency operations.
    - Establishes and maintains a reserve pool of drivers, maintenance personnel, parts, and tools.
    - Maintains records on use of transportation equipment and personnel for purpose of possible reimbursement.

- **ESF #2 - Communications:**
  - This function is for internal and interjurisdictional communication, not external communication, which falls under the PIO/County Judge's office.
  - Primary responsibility for this function is assigned to the **Dallas County Sheriff's Office,** who should prepare and maintain ESF #2 Communicationsand any supporting SOGs to this plan. Emergency tasks to be performed and may include:
    - Identify the communications systems available with the local area and determine the connectivity of those systems and ensure their interoperability.
    - Develop plans and guidelines for coordinated use of the various communications systems available in the County during emergencies.
    - Determine and implement means of augmenting communications during emergencies, including support by volunteer organizations.

- **ESF #3 - Public Works & Engineering:**

- Primary responsibility for this function is assigned to the **Dallas County Public Works Department,** who should prepare and maintain ESF #3 Public Works & Engineering (Annex K) and any supporting SOGs to this plan. Emergency tasks to be performed and may include:
  - Protect government facilities and vital equipment where possible.
  - Assess damage to streets, bridges, traffic control devices, and other public facilities.
  - Direct temporary repairs of vital facilities.
  - Restore damaged roads and bridges.
  - Restore waste treatment and disposal systems.
  - Arrange for debris removal.
  - General damage assessment support.
  - Building inspection support.
  - Provide specialized equipment to support emergency operations.
  - Support traffic control and search and rescue operations.

- **ESF #4 - Firefighting:**

  - Primary responsibility for this function is assigned to the **Dallas County Fire Marshal's Office,** who should prepare and maintain ESF #4 Firefighting (Annex F) and any supporting SOGs to this plan. Emergency tasks to be performed and may include:
    - Establish res to manage the response to large incidents.
    - Fire prevention activities.
    - Fire detection and control.
    - Hazardous material and oil spill response.
    - Terrorist incident response.
    - Evacuation support.
    - Post-incident reconnaissance and damage assessment.
    - Fire safety inspection of temporary shelters.
    - Prepare and maintain fire resource inventory.
    - Coordinate and conduct search and rescue activities.
    - Identify requirements for specialized resources to support rescue operations.
    - Coordinate external technical assistance and equipment support for search and rescue operations.

- **ESF #5 - Emergency Management**

  - Primary responsibility for this function is assigned to the **Dallas County Office of Homeland Security and Emergency Management (HSEM),** who will prepare and maintain ESF #5 Emergency Management (Annex N) and any supporting SOGs to this plan. Emergency tasks to be performed and may include:
    - Direct and control for the County's local operating forces.
    - Maintain coordination with neighboring jurisdictions and the DDC.
    - Maintain the EOC in an operating mode or be able to convert the designated facility space into an operable EOC rapidly.

- Assigns representatives, by title, to report to the EOC and develop guidelines for crisis training.
- Develop and identify the duties of the staff, use of displays and message forms, and guidelines for EOC activation.
- Coordinates the evacuation of areas at risk.

- **ESF #6 - Mass Care, Emergency Assistance, Housing and Human Services**

  - Primary responsibility for this function is assigned to **Dallas County Department of Health and Human Services (DHHS),** who should prepare and maintain ESF #6 Mass Care, Emergency Assistance, Housing and Human Services (Annex C & Annex O) and any supporting SOGs to this plan. Emergency tasks to be performed and may include:
    - Perform emergency shelter and mass care planning.
    - Coordinate and conduct shelter and mass care operations with our other departments, relief agencies, and volunteer groups.
    - Identify emergency feeding sites.
    - Identify sources of clothing for disaster victims.
    - Secure emergency food supplies.
    - Coordinate the operation of shelter facilities, whether operated by local government, local volunteer groups, or organized disaster relief agencies such as the American Red Cross.
    - Coordinate special care requirements for disaster victims such as the aged, special needs individuals, and others.
    - Coordinate the provision of disaster mental health services to disaster victims, emergency workers, and/or others suffering trauma due to the emergency incident/disaster.

- **ESF #7 - Logistics Management and Resource Support**

  - Primary responsibility for this function is assigned to the **Dallas County Office of Homeland Security and Emergency Management (HSEM).** HSEM in conjunction with **Purchasing & Audit Departments** should prepare and maintain ESF #7 Logistics Management and Resource Support (Annex M) and any supporting SOGs to this plan. Emergency tasks to be performed and may include:
    - Maintain an inventory of emergency resources.
    - During emergency operations, locates supplies, equipment, and personnel to meet specific needs.
    - Maintain a list of suppliers for supplies and equipment needed immediately in the aftermath of an emergency.
    - Establish emergency purchasing guidelines and coordinate emergency procurements.
    - Establish and maintain a manpower reserve and coordinate assignment of reserve personnel to departments and agencies that require augmentation.
    - Coordinate transportation, sorting, temporary storage, and distribution of resources during emergency situations.

- Establish staging areas for resources, if required.
- During emergency operations, identify to the Donations Management Coordinator those goods, services, and personnel that are needed.
- Maintain records of emergency-related expenditures for purchases and personnel.

- **ESF #8 - Public Health and Medical Services.**

  - Primary responsibility for this function is assigned to the **Dallas County Department of Health and Human Services (DHHS),** who should prepare and maintain ESF #8 Public Health & Medical Services (Annex H) and any supporting SOGs to this plan. Emergency tasks to be performed and may include:
    - Coordinate health and medical care and EMS support during emergency situations.
    - Public health information and education.
    - Inspection of food and water supplies.
    - Develop emergency public health regulations and orders.
    - Coordinate collection, identification, and interment of deceased victims.
    - Health/safety, environmental inspections of shelters

- **ESF #9 - Search and Rescue.**

  - Primary responsibility for this function is assigned to the **Dallas County Fire Marshal's Office,** who should prepare and maintain ESF #9 Search and Rescue (Annex R) and any supporting SOGs to this plan. Emergency tasks to be performed and may include:
    - Structural Collapse (Urban) Search and Rescue (USAR)
    - Waterborne Search and Rescue
    - Inland/ Wilderness Search and Rescue
- **ESF #10 - Oil and Hazardous Materials Response.**

  - Primary responsibility for this function is assigned to the **Dallas County Fire Marshal's Office,** who should prepare and maintain ESF #10 Oil and Hazardous Materials Response (Annex D & Annex Q) and any supporting SOGs to this plan. Emergency tasks to be performed and may include:
    - Maintain inventory of radiological equipment.
    - Ensure response forces include personnel with current training in radiological monitoring and decontamination.
    - Respond to radiological incidents and terrorist incidents involving radiological materials.
    - Make notification concerning radiological and terrorist incidents to local, state, and federal authorities.
    - In accordance with OSHA regulations, establish res to manage the response to hazardous materials incidents.
    - Establish the hazmat incident functional areas (e.g., hot zone, warm zone, cold zone, etc.).

- Determine and implement requirements for personal protective equipment for emergency responders.
- Initiate appropriate actions to control and eliminate the hazard in accordance with established hazmat response guidance and SOGs.
- Determine areas at risk and which public protective actions, if any, should be implemented.
- Apply appropriate firefighting techniques if the incident has, or may, result in a fire.
- Determine when affected areas may be safely reentered.

- **ESF #11 - Agriculture and Natural Resources**

  - Primary responsibility for this function is assigned to AgriLife , who should prepare and maintain ESF #11 Agriculture and Natural Resources, and any supporting SOGs to this plan. Emergency tasks to be performed and may include:
    - Assess damage to agricultural resources.
    - Ensure safety and security of the food supply.
    - Respond to animal and plant disease outbreaks.
    - Coordinate protective actions associated with natural, cultural, and historic resources.

- **ESF #12 - Energy**

  - Primary responsibility for this function is assigned to the **Dallas County Facilities Management Department,** who should prepare and maintain ESF #12 Energy (Annex L) and any supporting SOGs to this plan. Emergency tasks to be performed and may include:
    - Prioritize restoration of utility service to vital facilities and other facilities.
    - Arrange for the provision of emergency power sources where required.
    - Identify requirements for emergency drinking water and portable toilets to the department or agency responsible for mass care.
    - Assess damage to, repair, and restore public utilities.
    - Monitor recovery activities of Dallas County-owned facilities.

- **ESF #13 - Law Enforcement**

  - Primary responsibility for this function is assigned to the **Dallas County Sheriff's Office,** who should prepare and maintain ESF #13 Law Enforcement (Annex G) and any supporting SOGs to this plan. Emergency tasks to be performed and may include:
    - Maintenance of law and order.
    - Traffic Control.
    - Terrorist incident response.
    - Provision of security for vital facilities, evacuated areas, and shelters.
    - Access control for damaged or contaminated areas
    - Warning support.
    - Post-incident reconnaissance and damage assessment.
    - Prepare and maintain law enforcement resource inventory.

- Coordinate and carry out defensive anti-terrorist activities, including criminal intelligence, investigation, protection of facilities, and public awareness activities.
- Coordinate and carry out offensive counter-terrorist operations to neutralize terrorist activities.
- Carry out terrorism consequence operations conducted in the aftermath of a terrorist incident to save lives and protect public and private property.
- ., Ensure required notification of terrorist incidents is made to local, state, and federal authorities.

- **ESF #14 - Long-Term Community Recovery**

  This ESF has been superseded in accordance with the National Disaster Recovery Framework.

- **ESF #15 - External Affairs**

  - Primary responsibility for this function is assigned to the **Dallas County Office of Homeland Security and Emergency Management (HSEM),** who will prepare and maintain ESF # 15 External Affairs (Annex I) and any supporting SOGs to this plan. Emergency tasks to be performed and may include:
    - Establish a Joint Information Center (JIC).
    - Conduct on-going hazard awareness and public education programs.
    - Pursuant to the Joint Information System (JIS), compile and release information and instructions for the public during emergency situations and respond to questions relating to emergency operations.
    - Provide information to the media and the public during emergency situations.
    - Arrange for media briefings.
    - Compiles print and photo documentation of emergency situations.

<u>Support Function Annexes:</u>

- **Support Function - Evacuation (Annex E)**

  - Primary responsibility for this function is assigned to the **Dallas County Office of Homeland Security and Emergency Management (HSEM),** who will prepare and maintain Support Function - Evacuation (Annex E) and any supporting SOGs to this plan. Emergency tasks to be performed and may include:
    - Identify areas where evacuation has been or may in the future and determine of population at risk.

- Perform evacuation planning for known risk areas to include route selection and determination of traffic control requirements.
- Develop simplified planning guidelines for ad hoc evacuations.
- Determine emergency public information requirements.
- Assist with evacuation planning for special needs facilities (schools, hospitals, nursing homes, and other institutions.

- **Support Function - Warning (Annex A)**

  - Primary responsibility for this function is assigned to the **Dallas County Sheriff's Department,** who should prepare and maintain Support Function - Warning (Annex A) and any supporting SOGs to this plan. Emergency tasks to be performed and may include:
    - Receive information on emergency situations.
    - Alert key local officials of emergency situations.
    - Disseminate warning information and instructions to the public through available warning systems.
    - Disseminate warnings and instructions to special facilities such as schools and hospitals.

- **Support Function - Donations Management (Annex T)**

  - The primary responsibility for this function is assigned to the **Dallas County Office of Homeland Security and Emergency Management (HSEM),** who will prepare and maintain Support Function - Donations Management (Annex T) and any supporting SOGs to this plan. Emergency tasks to be performed and may include:
    - Compile resource requirements identified by the Resource Management staff.
    - Solicit donations to meet known needs.
    - Establish and implement guidelines to receive, accept or turn down offers of donated goods and services, and provide instructions to donors of needed goods or services.
    - In coordination with the Resource Management staff, establish a facility to receive, sort, and distribute donated goods.

- **Support Function - Legal (Annex U)**

  - The primary responsibility for this function is assigned to the **Dallas County District Attorney (DA),** who should prepare and maintain Support Function - Legal (Annex U) and any supporting SOGs to this plan. Emergency tasks to be performed and may include:
    - Advise elected officials on emergency powers of local government and guidelines for invoking those measures.
    - Review and advise County officials on possible legal issues arising from disaster operations.
    - Prepare and/or recommend legislation to implement the emergency powers that may be required during an emergency.

- Advise elected officials and department heads on record-keeping requirements and other documentation necessary for the exercising of emergency powers.

- **Support Function - Terrorist Incident Response {Annex V)**

  - Primary responsibility for this function is assigned to the **Dallas County Sheriff's Office,** who will prepare and maintain Support Function - Terrorist Incident Response (Annex V) and any supporting SOGs to this plan. Emergency tasks to be performed and may include:
    - Coordinate and carry out defensive anti-terrorist activities, including criminal intelligence, investigation, protection of facilities, and public awareness activities.
    - Coordinate and carry out offensive counter-terrorist operations to neutralize terrorist activities.
    - Carry out terrorism consequence operations conducted in the aftermath of a terrorist incident to save lives and protect public and private property.
    - Ensure required notification of terrorist incidents is made to local, state, and federal authorities.

Hazard Functions:

Describe essential supporting aspects that are common to a specific hazard and serve as the primary mechanism for providing assistance at the operational level. These annexes may be augmented by other supporting plans.

- **Hazard Function - Hazard Mitigation {Annex P)**

  - The primary responsibility for this function is assigned to the **Dallas County Office of Homeland Security and Emergency Management {HSEM),** who will prepare and maintain Hazard Function - Hazard Mitigation (Annex P) and any supporting SOGs to this plan. Emergency tasks to be performed and may include:
    - Maintain the local Threat and Hazard Identification and Risk Assessment (THIRA).
    - Identify beneficial pre-disaster hazard mitigation projects and seek approval from local officials to implement such projects.
    - In the aftermath of an emergency, determine appropriate actions to mitigate the situation and coordinate implementation of those actions.
    - Coordinate and carry out post-disaster hazard mitigation program.

Recovery Functions:

Describe essential supporting aspects that are common to the recovery phase in a post-disaster setting and serve as the primary mechanism for providing assistance at the operational level. These annexes may be augmented by other supporting plans.

- **Recovery Function - Long-Term Community Recovery {Annex J)**

- Primary responsibility for this function is assigned to the **Dallas County Office of Homeland Security and Emergency Management (HSEM),** who will prepare and maintain Recovery Function - Long-Term Community Recovery (Annex J) and any supporting SOGs to this plan. Emergency tasks to be performed and may include:
  - Identify trained personnel to conduct damage assessment. Coordinate the efforts for damage assessment with local, state, and federal damage assessment personnel who may be dispatched to assist the County.
  - Assess and compile information on damage to public and private property and needs of disaster victims and formulate and carry out programs to fill those needs.
  - If damages are beyond the County's capability to deal with, compile information for use by the County's elected officials in requesting state or federal disaster assistance.
  - If Dallas County is determined to be eligible for state or federal disaster assistance, coordinate with local, state, and federal agencies to carry out authorized recovery programs.

Department and agency heads did not assign a specific function in this plan should be prepared to make their resources available for emergency duty at the direction of the Director.

4.4 Volunteer Organizations Active in Disaster & Other Partner Services

The first few hours of a disaster may require certain emergency services. The Dallas County VOAD agencies are on-call 24 hours a day to set up and provide services during disasters. The following agencies are examples of the members of the Dallas County VOAD and can be called upon for services during a disaster: Adventist Community Services, American Red Cross, Catholic Charities of Dallas, Community Council of Greater Dallas/2-1-1, North Texas Food Bank, , Society of St. Vincent de Paul-Dallas, SPCA of Texas, Texans on Mission, The Salvation Army, VolunteerNow, Tzu Chi Foundation, , Victim Relief Ministries, and the North Texas long Term Recovery Council and others. Other Partner Services include Lion's Club District 2X-1 Dallas County Animal Response Team and Dallas County Sheriff's Reserves.

- **Dallas County VOAD and other Voluntary Partners.** The following are local volunteer agencies that can provide disaster relief services and traditionally have coordinated their efforts with Dallas County:

  - American Red Cross-Dallas Area Chapter (ARC).

    Provides shelter management, mass care, emergency shelters, fixed and mobile feeding, first aid personnel, aid stations, distribution of bulk supplies, disaster mental health services, family safe and well inquiry services, individual client casework, emergency financial aid to individuals and

families, EOC Government Liaison, and canteen services for emergency workers.

- The Salvation Army (TSA).

  Provides emergency assistance to include spiritual & emotional care to victims and first responders, donations management, cleanup and restoration to include distribution of cleaning supplies, coordination of volunteer rebuilding teams, setup of warehouses to distribute needed supplies, food & hydration services to victims and first responders, emergency shelter, disaster social services such as essential living supplies, food, shelter, clothing, baby supplies, emergency housing needs and provides referrals to government and private agencies for special services.

- Southern Baptist Convention Disaster Relief/Texans on Mission .

  Texans on Mission provide mass cooking by mobile feeding units staffed by volunteers. The Texans on Mission also provide disaster childcare, water purification, amateur radio & satellite communications, shower units, chain saw crews, conduct temporary repairs, reconstruction, counseling, bilingual services, and cleanout operations.

- Dallas County Sheriff's Reserve

  The Dallas County Sheriff's Reserve provides public safety and amateur radio support for emergency operations, including communications support in the EOC.

- Community Council of Greater Dallas and 2-1-1

  The Community Council of Greater Dallas/2-1-1 provides information and referral services for eight counties to include Dallas County.

- SPCA of Texas.

  SPCA of Texas provides search, rescue, recovery of abandoned and injured animals (domestic, livestock, poultry, fowl, wildlife, and exotic), rescue and investigation of cruelty to animals, provide emergency housing, first aid, food, water, cleaning of animals, birds contaminated with oil or other materials, emergency euthanasia, etc.

- Dallas County Animal Response Team (CART)

  The Dallas County Animal Response Team (CART) may collaborate with SPCA of Texas and other animal response organizations to provide temporary pet shelters.

- The Lions Club District 2X-1 (of North Texas)

The Lions Club of North Texas may collaborate with Dallas County HSEM, and other cities for the establishment of a Volunteer Reception Center (VRC).

The function of a VRC is to provide a single location for spontaneous volunteers to help in a disaster, or any immediate volunteer need, to be interviewed on their abilities to help, and then be matched to requests for help from a city or other jurisdiction. The VRC coordinates the requests for assistance from the jurisdiction to the volunteer, properly providing the volunteer with identification to enter a secure location and ensure the volunteer knows where to report and who is expecting their arrival. The VRC also ensures the jurisdiction has properly provided notice back to the VRC when the volunteer has completed their task and has left the location without any incidents.

Organization	Phone	Services
211 Information Line	(214) 871-5065	Provides social services resources to residents through information and referral assistance
American Red cross	(682) 216-5267	Help with sheltering, feeding at the shelter, coordinating with others to feed in the community.
Buddhist Tzu Chi Foundation	(972) 629-3105	Provides disaster relief through a variety of social services programs including medical and distribution. of supplies to residents.
Catholic Charities Dallas	(972) 607-3158	Provides disaster relief through a disaster program that can provide up to $3000.00 to assist with repairs of residence
Lion's Club	(817) 584-0843	Volunteer Reception Center, managing and training. spontaneous volunteers for disaster relief response.
North Central Food Bank	(469) 212-7920	Provides meals to shelter and residents in need.
Society of St Vincent de Paul of North Texas	(214) 502-0650 ext. 122	Provides social services resources to residents through feeding, sheltering, and clothing
SPCA of Texas	(972) 824-1275	Provides information and assistance to residents with pets, through sheltering, feeding, and adoption
Texans on Mission	(214) 668-6977	Mobile Kitchens capable of 30,000 meals a day, food truck, Rapid, response unit, and 2 mass care kitchens, Mobile Generators 230k, 200k, 50k, support to power up buildings, Mobile shower/Laundry units, Mobile Laundry unit, Mobile recovery units, chainsaw, flood recovery, Mobile surveillance units, Mobile command center, Mobile refrigeration units, 16ft trailer, 53ft trailer, 2,600 credentialed volunteers
Volunteer Now	(214) 818-9857	Volunteer Now matches volunteers with nonprofit organizations. Our volunteer engagement platform has over 120,000 volunteers. The capability to message volunteers during disasters to inform how they can volunteer. Municipalities and nonprofits can post their volunteer needs on the website.

5. Direction and Control

This section outlines the direction and control of the base plan as well as the lines of succession in the event the base plan needs to be activated.

5.1 General

The Dallas County Judge serves as the Director of HSEM and is responsible for establishing objectives and policies for emergency management and providing overall direction of the response action for disaster response and recovery operations, all in compliance with the NIMS. As directed, during disasters, the coordinator may carry out those responsibilities from the EOC.

The coordinator assists the Director as the Emergency Management Coordinator and coordinates the response activities for all Dallas County departments. During major emergencies and disasters, the coordinator should normally carry out those responsibilities from the EOC.

The coordinator or designated IC should manage the EOC.

The IC, assisted by a staff sufficient for the tasks to be performed, should manage the emergency response.

During emergency operations, department heads retain administrative and policy control over their employees and equipment. However, personnel and equipment should carry out mission assignments directed by the IC. Each department and agency is responsible for having its own operating guidelines to be followed during response operations, but interagency guidelines, such as common communications protocol, may be adopted to facilitate coordinated effort.

If Dallas County's own resources are insufficient or inappropriate to deal with an emergency situation, the County may request assistance from other jurisdictions, organized volunteer groups, or the State. The process for requesting State or federal assistance is covered in Section 3; 3.6 of this plan; see also the Request for Assistance form in ESF #7 Logistics and Resource Management (Annex M), Appendix 3. External agencies are expected to conform to the general guidance and directed provided by the County's senior decision-makers.

Within signatory municipalities, direction and control is assigned as appropriate.

5.2 Emergency Facilities

Incident Command Post (ICP): Except when an emergency situation threatens, but has not yet occurred, and those situations for which there is no specific hazard impact site (such as a severe winter storm or area-wide utility outage), an ICP should be established in the vicinity of the incident site(s). As noted previously, the IC should be responsible for directing the emergency response and managing the resources at the incident scene.

EOC: When major emergencies and disasters have occurred or appear imminent, the County may activate the Dallas County EOC, which is located at 2121 Panoramic Circle, Suite 240, Dallas, Texas 75212.

The following positions are authorized to activate the EOC:

- Director
- Coordinator
- HSEM Duty Officer with approval from the Director or Coordinator.

The general responsibilities of the EOC, under direction of the EOC Director are to:

- Assemble accurate information on the emergency situation and current resource data to facilitate informed decisions on courses of action.
- Working with representatives of emergency services, determine and prioritize required response actions and coordinate their implementation.
- Provide resource support for emergency operations.
- Organize and activate large-scale evacuation and mass care operations.
- Provide emergency information to the public.

Representatives of those departments and agencies assigned emergency functions in this plan should staff the EOC. EOC operations are addressed in ESF #5 Emergency Management (Annex N). The interface between the EOC and the ICP is described in Section 3: 3.5 res- EOC Interface.

Dallas County's alternate EOC has been identified from available Dallas County facilities in the event that the County's primary EOC becomes unusable. There is a current Mutual Aid Reciprocity Agreement with the City of Dallas to allow alternate EOC operations at their facility, located at: 1500 Marilla St. L2AN, Dallas TX 75201

Dallas County has three response vehicles (AE006 & AE007) and 1 mobile Command Emergency Response Vehicle (AE020) , operated by the HSEM, which may be used as an ICP. (AE20) is equipped with radio and satellite that can be used for voice and data capabilities in the field.

Within signatory municipalities, staffing and activation of municipal EOCs is assigned to the municipalities.

5.3 Line of Succession

The line of succession for the Director is:

- Any county official or employee designated in writing by the Director.
- Commissioners in order of their seniority.

The line of succession for the Dallas County Coordinator is:

- Hazmat & Technology Manager
- Operations Division Chief

- HSEM Duty Officer(s).
- County Official or employee as designated by the Director.

The lines of succession for each department and agency head should be in accordance with the SOGs established by those departments and agencies.

The lines of succession for each signatory municipality should be in accordance with the SOGs and policies established by their city charter and laws.

6. Readiness Levels

This section describes the levels of readiness and the corresponding actions that should be taken at each level. The levels vary with the degree of threat and can be upgraded and downgraded based on the information. received or anticipated by a threat.

Many emergencies follow some recognizable build-up period during which actions can be taken to achieve a gradually increasing state of readiness. Dallas County uses a four-tier system, similar to the State Operations Center (SOC). Readiness Levels may be determined by the Director or, in their incapacitation or unavailability, the coordinator. General actions to be taken at each readiness level are outlined in the ESFs (annexes) to this plan; actions that are more specific can be detailed in departmental or agency SOGs.

The following Readiness Levels should be used as a means of increasing our alert posture.

Level 4: Normal Conditions

- No significant emergency is present. Daily operation continues to conduct normal business and monitors the state for any natural and technological threats. Local responders resolve emergency incidents that might occur in their areas.
- **Typical Events:** Daily emergency responses, high profile visitor(s), weather and threat monitoring.
- **Typical Notifications:** Dallas County HSEM staff, Emergency Management Coordinators and Directors, fire departments/EMS, law enforcement, and public works.

Level 3: Increased Readiness

- A significant emergency has not yet occurred, but a higher-than-normal level of readiness is warranted because of increased vulnerability to a specific hazard. Advisory notifications are sent to the Emergency Management Council and appropriate officials and agency representatives are briefed on anticipated risk situations and potential impacts. Coordination activities may increase.
- **Typical Events:** Tropical weather system development, escalating or immediate risk to impact area. Additional potential threats, definitions and actions are listed below:
  - Coastal Weather Threat: A coastal weather threat generally is a tropical storm or hurricane that develops in the Caribbean and intensifies in the Gulf of Mexico and may strike the Texas Gulf Coast. Hurricanes winds can exceed 155 miles per hour causing damaging winds, spawn tornadoes and microbursts, create storm surges along the coast, and cause extensive damage from heavy rainfall and flooding. Readiness actions include regular situation monitoring through State readiness conference calls, contact with

coastal communities, review of plans and resource status, determining staff availability.

- Tropical Weather Threat: A tropical weather system has developed that has the potential to impact the local area. Readiness actions may include regular situation monitoring, a review of plans and resource status, determining staff availability and placing personnel on call.

- Tornado Watch: Indicates possibility of tornado development. Readiness actions may include increased situation monitoring and placing selected staff on alert.

- Flash Flood Watch: Indicates flash flooding is possible due to heavy rains occurring or expected to occur. Readiness actions may include increased situation-monitoring, reconnaissance of known trouble spots, deploying warning signs.

- Wildfire Threat: During periods of extreme wildfire threat, readiness actions may include deploying additional resources to areas most at risk, arranging for standby commercial water tanker support, conducting daily aerial reconnaissance, or initiating burn bans.

- Mass Gathering: For mass gatherings with previous history of problems, readiness actions may include reviewing security, traffic control, fire protection, and first aid planning with organizers and determining additional requirements.

- **Typical Notifications:** Dallas County HSEM staff, Emergency Management Coordinators and Directors, fire departments/EMS, law enforcement, and public works.

- Declaration of "Level 3" may generally require the initiation of the "Increased Readiness" activities identified in each ESF (annex) to this plan.

Level 2: Escalated Response Conditions

- The scope of the emergency has expanded beyond that which can be handled by local responders. Normal state and local government operations may be impaired. Daily Operations makes recommendations on a higher level of activation of the Emergency Management Council. Depending upon the incident or event, emergency facilities increase staffing, expand hours of operation and intensify coordination. Requests for mutual aid resources for emergency assistance may be received and/or requested. Appropriate officials and agency representatives are briefed on the current situation and anticipated impacts.
- **Typical Events:** Major tornado impact(s), widespread flash flooding, major fire conditions, major medical emergencies and hurricane warnings. Additional potential threats, definitions and actions are listed below:

- Coastal Weather Threat: A coastal weather threat generally is a tropical storm or hurricane that develops in the Caribbean, intensifies in the Gulf of Mexico, and may strike the Texas Gulf Coast. Hurricanes winds can exceed 155 miles per hour causing damaging winds, spawn tornadoes and microbursts, create storm surges along the coast, and cause extensive damage from heavy rainfall and flooding. Readiness actions include regular situation monitoring through State readiness conference calls, contact with evacuating coastal communities, identification of evacuation routes and contra-flow, review of plans and resource status, determining staff availability, contact with the State of Texas Reception Center in Mesquite (as appropriate) and sheltering jurisdictions to identify available shelters and resource shortfalls.

- Tropical Weather Threat: A tropical weather system may impact the local area within 72 hours. Readiness actions may include continuous storm monitoring, identifying worst-case decision points, increasing preparedness of personnel and equipment, updating evacuation checklists, verifying evacuation route status, and providing the public information for techniques to protect homes and businesses on the evacuation routes.

- Tornado Warning: Issued when a tornado has actually been sighted in the vicinity or indicated by radio and may strike in the local area. Readiness actions may include activating the EOC, continuous situation monitoring, and notifying the public about the warning.

- Flash Flood Warning: Issued to alert persons that flash flooding is imminent or occurring on certain steams or designated areas, and immediate action should be taken. Readiness actions may include notifying the public about the warning, evacuating low-lying areas, opening shelters to house evacuees, and continuous situation monitoring.

- Winter Storm Warning: Issued when heavy snow, sleet, or freezing rain are forecast to occur separately or in a combination. Readiness actions may include preparing for possible power outages, putting road crews on stand-by to clear and/or sand the roads, and continuous situation monitoring.

- Mass Gathering: Civil disorder with relatively large-scale localized violence is imminent. Readiness actions may include increased law enforcement presence, putting hospitals and fire departments on alert and continuous situation monitoring.

- **Typical Notifications:** Dallas County HSEM staff, mayor/city manager(s)/county judge, Emergency Management Coordinators and Directors, fire departments/EMS, law enforcement, Emergency Management Council agency representatives, public works, and public information officers.

- Declaration of a "Level 2" may generally require the initiation of the "Escalated Response" activities identified in each ESF (annex) to this plan.

Level 1: Emergency Conditions

- The scope of the incident has expanded beyond the response capability of local agencies. The Dallas County EOC is staffed with representatives from the Emergency Management Council agencies and organizations and remains operational for the duration of the incident. The EOC fulfills requests for assistance from local governments and may seek regional mutual aid and/or state aid as needed.
- **Typical Events:** Large scale evacuation and sheltering for specific parts of the impact area due to a major incident or hurricane response, community wide threats such as large hazardous materials spill and wide scale flooding. Additional potential threats, definitions and actions are listed below:
  - Coastal Weather Threat: A coastal weather threat generally is a tropical storm or hurricane that develops in the Caribbean and intensifies in the Gulf of Mexico and may strike the Texas Gulf Coast. Hurricanes winds can exceed 155 miles per hour causing damaging winds, spawn tornadoes and microbursts, create storm surges along the coast, and cause extensive damage from heavy rainfall and flooding. Readiness actions include regular situation monitoring through State readiness conference calls; contact with evacuating coastal communities; identification of evacuation routes and contra-flow; deployment of Incident Management Teams; Urban Search & Rescue teams and regional resources to the Gulf Coast as requested by TDEM; review of plans and resource status; determining staff availability; activation of EOC; contact with the State of Texas Reception Center in Mesquite (as appropriate) and sheltering jurisdictions to identify available shelters and resource shortfalls; regular regional conference calls; placing a Liaison at the DDC; Incident Action Planning; and use of E-Team.

  - Tropical Weather Threat: The evacuation decision period is nearing for an approaching tropical weather system that may impact the local area. Readiness actions may include continuous situation monitoring, activation of the EOC, recommending precautionary actions for special facilities, placing emergency personnel and equipment into position for emergency operations, and preparing public transportation resources for evacuation support.

  - Tornado Warning: Tornado has been sited especially close to a populated area or moving towards a populated area. Readiness actions may include taking immediate shelter and put damage assessment teams on stand-by.

  - Flash Flood Warning: Flooding is imminent or occurring at specific locations. Readiness actions may include evacuations, rescue teams on alert, sheltering evacuees and/or others displaced by the flooding, and continuous monitoring of the situation.

  - Mass Gathering: Civil disorder is about to erupt into large-scale and widespread violence. Readiness actions may include having all EMS units on stand-by, all law enforcement present for duty, notify the DDC that

assistance may be needed and keep them apprised of the situation, and continuous situation monitoring is required.

- **Typical Notifications:** Mayor/city manager(s)/county judge, Emergency Management Coordinators and Directors, fire departments/EMS, law enforcement, Emergency Management Council agency representatives, public works, and public information officers

- Declaration of "Level 1" will generally require the initiation of the "Maximum Readiness" activities identified in each ESF (annex) to this plan.

7. Administration and Support

This section provides the policies on reporting, record keeping and preservation of records.

7.1 Agreements and Contracts

Should Dallas County or signatory municipal resources prove to be inadequate during an emergency; requests may be made for assistance from other local jurisdictions, other agencies, and industry in accordance with existing mutual-aid agreements and contracts and those agreements and contracts concluded during the emergency. Such assistance may include equipment, supplies, or personnel. All agreements should be entered into by authorized officials and should be in writing whenever possible. Agreements and contracts should identify the local officials authorized to request assistance pursuant to those documents.

In an effort to facilitate assistance pursuant to mutual aid agreements, the County's deployable grant-funded equipment is identified in the Texas Regional Response Network (TRRN).

The agreements and contracts pertinent to emergency management that we are a party to are summarized in Attachment 6.

7.2 Reports

Hazardous Materials Spill Report: If there is a release of hazardous materials of a type or quantity that must be reported to state and federal agencies, within the unincorporated portions of Dallas County, the department or agency responsible for the spill should make the required report. See ESF #10 Oil and Hazardous Materials Response (Annex D & Q), for more information. If the party responsible for a reportable spill cannot be located, the IC should ensure that the required report(s) are made.

Initial Emergency Report: This short report should be prepared and transmitted by the EOC when an on-going emergency incident appears likely to worsen and we may need assistance from other local governments or the State. See ESF #5 Emergency Management (Annex N) for the format and instructions for this report.

Situation Report: A daily situation report should be prepared and distributed by the EOC during major emergencies or disasters. See ESF #5 Emergency Management (Annex N), for the format of and instructions for this report.

WebEOC Report: WebEOC, as part of the Incident Management System should be used to send STAR requests and to maintain appropriate situational awareness of the event.

Other Reports: Several other reports covering specific functions are described in the ESFs (annexes) to this plan.

7.3 Records

Record Keeping for Emergency Operations by Dallas County and signatory municipalities.

The coordinator, in consultation with the Director is responsible for establishing the administrative controls necessary to manage the expenditure of funds and to provide reasonable accountability and justification for expenditures made to support emergency operations. This should be done in accordance with the established local fiscal policies and standard cost accounting guidelines.

- Activity Logs: The ICP and the EOC should maintain accurate logs recording key response activities, including:

  - Activation or deactivation of emergency facilities.
  - Emergency notifications to other local governments and to state and federal agencies.
  - Significant changes in the emergency situation.
  - Major commitments of resources or requests for additional resources from external sources.
  - Issuance of protective action recommendations to the public.
  - Evacuations.
  - Casualties.
  - Containment or termination of the incident.

- Incident Costs: All department and agencies should maintain records summarizing the use of personnel, equipment, and supplies during the response to day-to-day incidents to obtain an estimate of annual emergency response costs that can be used as in preparing future department or agency budgets.

- Emergency or Disaster Costs: For major emergencies or disasters, all departments and agencies participating in the emergency response should maintain detailed records of costs and expenditures for emergency operations. These records may be used to recover costs from the responsible party or insurers or as a basis for requesting financial assistance for certain allowable response and recovery costs from the state and/or federal government. Records could include:

  - Personnel costs, especially overtime costs
  - Equipment operations costs
  - Costs for leased or rented equipment.
  - Costs for contract services to support emergency operations.
  - Costs of specialized supplies expended for emergency operations.

Preservation of Records

In order to continue normal government operations following an emergency situation disaster, vital records must be protected. These include legal documents as well as property and tax records. The principal causes of damage to records are fire and water; therefore, essential records should be protected accordingly. Each

agency responsible for preparation of ESFs (annexes) to this plan should include protection of vital records in its SOGs.

If records are damaged during an emergency situation, the County may seek professional assistance to preserve and restore them.

7.4 Training

It should be the responsibility of each agency director to ensure that agency personnel, in accordance with the NIMS, possess the level of training, experience, credentialing, currency, physical and medical fitness, or capability for any positions they are tasked to fill.

7.5 Consumer Protection

Consumer complaints regarding alleged unfair or illegal business practices often occur in the aftermath of a disaster. Such complaints should be referred to the Dallas County District Attorney, who should pass such complaints to the Consumer Protection Division of the Office of the Attorney General.

7.6 Post-Incident and Exercise Review

The coordinator is responsible for organizing and conducting a critique following the conclusion of a significant emergency event/incident or exercise. The After-Action Report (AAR) should entail both written and verbal input from all appropriate participants. An Improvement Plan should be developed based on the deficiencies identified, and an individual, department, or agency should be assigned responsibility for correcting the deficiency and a due date should be established for that action.

8. Plan Development and Maintenance

This section is used to describe the changes to this document and the process in which it is accomplished. The spreadsheet is used to provide a date, description, name and initials of who made the change.

8.1 Plan Development

Dallas County HSEM is responsible for the overall development and completion of the Emergency Management Plan, including ESFs (annexes). The Emergency Management Director is responsible for approving and promulgating this plan.

8.2 Distribution of Planning Documents

The Emergency Management Coordinator should determine the distribution of this plan and its ESFs (annexes). In general, copies of plans and ESFs (annexes) should be distributed to those individuals, departments, agencies, and organizations tasked in this document. Copies should also be set aside for the EOC and other emergency facilities.

The Basic Plan should include a distribution list (See Attachment 1 to this plan) that indicates who receives copies of the basic plan and the various ESFs (annexes) to it. In general, individuals who receive annexes to the basic plan should also receive a copy of this plan, because the Basic Plan describes the emergency management organization and basic operational concepts.

8.3 Review

The Basic Plan and its ESFs (annexes) should be reviewed annually, or whenever necessary, by local officials to address significant changes within the jurisdiction that would affect the way plans are implemented. Plans should also be updated in response to new or revised planning mandates, exercise outcomes or as needed after incidents or disasters. The coordinator should establish a schedule for annual review of planning documents by those tasked in them.

8.4 Update

This plan should be updated based upon deficiencies identified during actual emergency situations and exercises and when changes in threat hazards, resources and capabilities, or government structure occur.

The Basic Plan and its ESFs (annexes) must be updated and submitted to TDEM ***every five years.*** Responsibility for revising or updating the Basic Plan is assigned to the coordinator. Responsibility for revising or updating the ESFs (annexes) to this plan is outlined in Section 4; 4.2, Assignment of Responsibilities, as well as in each ESF (annex). For details on the methods of updating planning documents as well as more information on when changes should be made, refer to "Texas Emergency Management Planning" section in the Texas Division of Emergency

Management (TDEM) *Texas Emergency Management Executive Guide* (FY 2019 Edition).

Revised or updated planning documents should be provided to all departments, agencies, and individuals tasked in those documents.

Government Code, Chapter 418.043(4) provides that TDEM should review local emergency management plans. The process for submitting new or updated planning documents to TDEM is described in the "Texas Emergency Management Planning" Section in the Texas Division of Emergency Management (TDEM) *Texas Emergency Management Executive Guide* (FY 2019 Edition). The Dallas County Coordinator is responsible for submitting copies of planning documents to the TDEM Policy and Plans Unit Planner for review.

9. Authority

This section outlines the authorities governing the enactment and implementation of this base plan.

- **Federal**
  - Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93- 288, as amended
  - 42 United States § 68 Disaster Relief Sub § IV. Major Disaster Assistance Programs Section Code § 5170. (2021, January 3, 2022). Procedure for Declaration.
  - Emergency Planning and Community Right-to-Know Act, Section 301
  -
  - Emergency Management and Assistance Compact, Public Law 104-321
  -
  - Hazardous Waste Operations & Emergency Response, 29 CFR 1910.120
  - Homeland Security Act of 2002
  - Housing and Economic Recovery Act of 2008
  - FEMA REP Manual/ NUREG 0654, April 2012
  - Price-Anderson Amendments Act of 1988, Public Law 100-408, (as amended)
  - Emergency Management Assistance Compact, Public Law 104-321
  - Emergency Alert System, Code of Federal Regulations, (CFR) 47, Chapter 1, Subchapter A, Part 11
  - Americans with Disabilities Act (ADA) of 1990, as amended
  - ADA Guide for Local Governments, U.S. Department of Justice, July 2005
  - Guidance on Planning for Integration of Functional Needs Support Services (FNSS) in General Population Shelters, November 2010
  - Developing and Maintaining Emergency Operations Plans: Comprehensive Preparedness Guide (CPG) 101: Version 2.0 November 2010
  - Disaster Relief Appropriations Act of 2013
  - Homeland Security Presidential Directives
    - HSPD-3, Homeland Security Advisory System, March 2002
    - HSPD-5, Management of Domestic Incidents, February 2003
    - HSPD-7, Critical Infrastructure Identification, Prioritization and Protection December 2003
    - HSPD-8, National Preparedness, March 2011
    - HSPD-21, Public Health and Medical Preparedness
  - National Incident Management System (NIMS), October 2017
  - National Response Framework, January 2008
  - The National Security Strategy, October 2022
  - Nuclear/Radiological Incident Annex of the National Response Framework
  - Chemical Safety Information, Site Security and Fuels Regulation Relief Act, 43 U.S.C. 5101-5127
  - CERCLA "Superfund"
  - Federal Radiological Emergency Response Plan
  - NFPA 1600: Standard on Disaster/Emergency Management and Business Continuity Programs
  - NFPA 3000: Standard for an Active Shooter/Hostile Event Response (ASHER)
  - Post-Katrina Emergency Management Reform Act (PKEMRA), 2006

- Pet Evacuation and Transportation Standards Act (PETS Act), 2006
- Sandy Recovery Improvement Act (SIRA) of 2013
- Disaster Recovery Reform Act of 2018
- Executive Order 13347, Federal Register, Individuals with Disabilities in Emergency

- **State**

  - Constitution of the State of Texas
  - Texas Education Code, Chapter 88, Sections 88.112 - 88.116 South Central Interstate Forest Fire Protection Compact
  - State of Texas Emergency Management Plan
  - Texas Homeland Security Strategic Plan 2021-2025
  - Texas Local Government Code
    - Chapter 203, (as amended), Management and Preservation of Records
    - Chapter 229, (as amended), Miscellaneous Regulatory Authority of Municipalities
    - Title 6, Chapter 616 Emergency Interim Public Office Succession Act
    - Title 12, Chapter 391 Regional Planning Commission
  - Texas Government Code
    - Chapter 411 301-307, (as amended), Texas Department of Public Safety (Power Outage Alert)
    - Chapter 418, (as amended), Emergency Management
    - Chapter 421, (as amended), Homeland Security
    - Chapter 433, (as amended), State of Emergency
    - Chapter 791.006 (as amended) Liability in Fire Protection Contract or Provision of Law Enforcement Services
    - Chapter 791.025 (as amended) Contracts for Purchases
    - Chapter 791.027 (as amended) Emergency Assistance
  - Chapter 616 Emergency Interim Public Office Succession Act
  - Chapter 391 Regional Planning Commissions
  - State of Texas Health & Safety Code:
  - Chapter 778 Emergency Management Assistance Compact
  - Chapter 773 Emergency Medical Services
  - Executive Orders of the Governor
    - GA 05 Relating to Emergency Management of Natural and Human-Caused Events, Emergencies, and Disasters (2018)
    - RP 1 Relating to Emergency Management (2011)
    - RP 16 Relating to the Creation of the Statewide Texas Amber Alert Network (2002)
    - RP-40 Relating to the Designation of the National Incident Management Systems as the Incident Management System for the State of Texas (2005)
)
    -
    - RP 59 Relating to the Renewal of Disaster Recovery Issues due to the Effects of Hurricanes Katrina and Rita (2006)
    - RP 68 Relating to the Creation of Blue Alert Program (2008)
    - RP 69 Relating to the Creation of the Governor's Commission for Disaster Recovery and Renewal (2008)
  - Texas Water Code, Title 2
    - Subtitle B, Chapter 13 Water Rates and Services
    - Subtitle C, Chapter 16 Provisions Generally Applicable to Water Development
    - Texas State Historical Association. (2022). Texas Almanac. (E. Alvarez,

Ed.) Dallas: Texas State Historical Commission.

- State of Texas Administrative Code, Title 37, Part 1, Chapter 7, Division of Emergency Management

- **Local**

  - Adoption of Dallas County Hazard Mitigation Action Plan, Court Order 2015-1728, December 12, 2015.
  - Adoption of the 2008 Dallas County Emergency Management Plan. Commissioner's Court Order# 2008- 369, dated February 19, 2008.
  - Resolution, Court Order 2007-1500, Advanced Level of Preparedness from the Governor's Division of Emergency Management, dated July 31, 2007.
  - Adoption of the National Incident Management System (NIMS), Court Order 2005-1633, August 30, 2005.
  - Joint Resolution between the County of Dallas and the Cities of Balch Springs, Cockrell Hill, Addison, Highland Park, Hutchins, Seagoville, Sunnyvale, University Park, and Wilmer as amended.
  - Inter-local Agreements & Contracts. See the summary in Attachment 6.
  - North Central Texas Council of Governments (NCTCOG) Regional Response Plan

10. Explanation of Terms

This section lists acronyms and definitions to terms listed throughout this document.

Acronyms

AAR	After Action Report
ARC	American Red Cross
CBRNE	Chemical, Biological, Radiological, Nuclear, Explosive
CFR	Code of Federal Regulations
DOC	Disaster District Committee
OHS	Department of Homeland Security
EOC	Emergency Operations or Operating Center
FBI	Federal Bureau of Investigation
FEMA	Federal Emergency Management Agency, an element of the U.S. Department of Homeland Security
HazMap	Hazard Mitigation Action Plan
HazMat	Hazardous Material
THIRA	Threat and Hazard Identification and Risk Assessment
HSPD-5	Homeland Security Presidential Directive 5
IC	Incident Commander
ICP	Incident Command Post
res	Incident Command System
IP	Improvement Plan
JFO	Joint Field Office
JIC	Joint Information Center
JIS	Joint Information System
NIMS	National Incident Management System
NRF	National Response Framework
OSHA	Occupational Safety & Health Administration
PIO	Public Information Officer
SOGs	Standard Operating Guidelines
SOC	State Operations Center
STAR	State of Texas Assistance Request
TRRN	Texas Regional Response Network
TSA	The Salvation Army
VOAD	Voluntary Organizations Active in Disasters

Definitions

- Area Command/Unified Area Command: An organization established 1) to oversee the management of multiple incidents that are each being managed by an ICS organization or 2) to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Sets overall strategy and priorities, allocates critical resources according to those priorities, ensures that incidents are properly managed, and ensures that objectives are met and strategies followed. Area Command becomes Unified Area Command when incidents are multi-jurisdictional.

- Authority Having Jurisdiction (AHJ): The Authority Having Jurisdiction is an entity that can create and administer processes to qualify, certify and credential personnel for incident-related positions. AHJs include state, tribal, or federal government departments and agencies, training commissions, NGO's, or companies as well as local organizations such as police, fire, public health or public works.

- CBRNE: Acronym for Chemical, Biological, Radiological, Nuclear and Explosives. CBRNE materials are utilized in weapons of mass destruction. However, CBRNE events can also happen accidentally.

- Disaster District: Disaster Districts are regional state emergency management organizations mandated by the Executive Order of the Governor relating to Emergency Management whose boundaries parallel those of Highway Patrol Districts and Sub-Districts of the Texas Department of Public Safety.

- Disaster District Committee (DDC): The DDC consists of a chairperson (the local Highway Patrol captain or command lieutenant), and agency representatives that mirror the membership of the State Emergency Management Council. The DDC Chairperson, supported by committee members, is responsible for identifying, coordinating the use of, committing, and directing state resources within the district to respond to emergencies.

- Emergency Operations Center (EOC): Specially equipped facilities from which government officials exercise direction and control and coordinate necessary resources in an emergency situation.

- Emergency Operations Center (EOC) Director: The term "EOC Director" is a term that refers to the individual who heads the team that works in an EOC when it is activated. In actual practice, this position may have a variety of titles, such as EOC Manager or EOC Coordinator, depending on the plans and guidelines of the jurisdiction/organization.

- Emergency Operations Plan (EOP): The ongoing plan maintained by various jurisdictional levels for responding to a wide variety of potential hazards. It describes how people and property should be protected; details who is responsible for carrying out specific actions; identifies the personnel, equipment, facilities, supplies, and other resources available; and outlines how all actions should be coordinated.

- Emergency Support Functions (ESF): Used by the Federal government and many State governments as the primary mechanism at the operational level to organize and provide assistance. ESFs align categories or resources and provide strategic objectives for their use. ESFs use standardized resource management concepts such as typing, inventorying, and tracking to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident.

- Emergency Situations: As used in this plan, is intended to describe either an emergency or disaster.

- Emergency: As defined by FEMA, an emergency is any occasion or instance - such as a hurricane, tornado, storm, flood, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, fore, explosion, nuclear accident, or any other natural or man-made catastrophe - that warrants action to save lives and to protect property, public health, and safety.
- Disaster: A disaster is the occurrence or imminent threat of widespread or severe damage, injury or loss of life or property resulting from any natural or man-made cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, extreme heat, other public calamity requiring emergency action or energy emergency.

- Hazard: A natural, technological, or human-caused source or cause of harm or difficulty.

- Hazard Analysis: A document, published separately from this plan, identifies the local hazards that have caused or possess the potential to adversely affect public health and safety, public or private property, or the environment.

- Hazardous Material (HazMat): A substance in a quantity or form posing an unreasonable risk to health, safety, and/or property when manufactured, stored, or transported. The substance, by its nature, containment, and reactivity, has the capability for inflicting harm during an accidental occurrence. Is toxic, corrosive, flammable, reactive, an irritant, or a strong sensitizer, and poses a threat to health and the environment when improperly managed. This includes toxic substances, certain infectious agents, radiological materials, and other related materials such as oil, used oil, petroleum products, and industrial solid waste substances.

- Incident: An event that has the potential to cause interruption, disruption, loss, emergency, crisis, disaster, or catastrophe.

- Incident Commander (IC): The Incident Commander (IC) is the individual responsible for on-scene incident activities, including developing incident objectives, ordering, and releasing resources. The IC has overall authority and responsibility for conducting incident operations.

- Incident Command System (!SC): A standardized on-scene emergency management construct specifically designed to provide an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, guidelines, and communications operating within a common organizational structure and designed to aid in the management of resources during incidents.

- Inter-local agreements: These are arrangements between governments or organizations, either public or private, for reciprocal aid and assistance

during emergency situations where the resources of a single jurisdiction or organization are insufficient or inappropriate for the tasks that must be performed to control the situation. They are commonly referred to as mutual aid agreements.

- Joint Information Center: A facility in which personnel coordinate incident-related public information activities. The JIC serves as the central point of contact for all new media. Public information officials from all participating agencies co-located at, or virtually coordinate through, the JIC.

- Joint Information System: A structure that integrates overarching incident information and public affairs into a cohesive organization designed to provide consistent, coordinated, accurate, accessible, timely, and complete information during crisis or incident operations.

- Jurisdiction: Jurisdiction has more than one definition. Each use depends on the context: 1) A range or sphere of authority. Public agencies have jurisdiction at an incident related to their legal responsibilities and authority. Jurisdictional authority at an incident can be political or geographical (e.g. city, county, tribal, State, or Federal boundary lines) or functional (e.g. law enforcement, public health); or 2) A political subdivision (e.g. Federal, State, county, parish, municipality) with the responsibility for ensuring public safety, health, and welfare within its legal authorities and geographic boundaries.

- Levels of government
  - Field Response: This level is where emergency response personnel and resources, under the command of an appropriate authority, carry out tactical decisions and activities in direct response to an incident or threat. ICS is used to control and coordinate field-level response activities. ICS provides a standard organizational structure to facilitate coordination of multiple response organizations at the field level. Departmental plans describe implementation of ICS in the various city departments.

  - Local government: Local governments include cities, counties and special districts. Local governments manage and coordinate the overall emergency response and recovery activities within their jurisdiction. The local government emergency management organization and its relationship to field response level may vary, depending upon factors related to geographical size, population, function and complexity.

  - County: This term encompasses all political subdivisions located within the County, including special districts. The County manages and/or coordinates information, resources and priorities among local governments within the County and serves as the coordinator and communications link between local government level and the regional level.

  - Region: The State of Texas is divided into 24 regional mutual aid jurisdictions, based upon existing Councils of Governmental regional

boundaries. Dallas County is part of the North Central Texas Council of Governments (NCTCOG), Collin, Dallas, Denton, Ellis, Erath, Hood, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Somervell, Tarrant and Wise counties. The regional level manages and coordinates information and resources among the local governments and counties within the 16-county area. The regional level also coordinates overall State agency support for emergency response activities within the region.

- State: Texas Department of Emergency Managers (TDEM) manages State resources to the emergency needs of the local and regional jurisdictional levels, manages and coordinates mutual aid among the mutual aid regions and between the regional level and State level, and serves as the coordination and communications link to the Federal disaster response system. The State response structure is organized into zones referred to as Disaster Districts. Dallas County is located within Disaster District 48.

- Mutual Aid Agreement or Assistance Agreement: A written or oral agreement between and among agencies/organizations and/or jurisdictions that provides a mechanism to quickly obtain assistance in the form of personnel, equipment, material, and other associated services. The primary objective is to facilitate the rapid, short-term deployment of support prior to, during, and/or after an incident.

- Public Information: Information that is disseminated to the public via multiple media outlets before, during, and/or after an emergency or disaster, ensuring the whole community are addressed.

- Stafford Act: The Robert T. Stafford Disaster Relief and Emergency Assistance Act authorizes federal agencies to undertake special measures designed to assist the efforts of states in expediting the rendering of aid, assistance, emergency services, and reconstruction and rehabilitation of areas devastated by disaster.

- Standard Operating Guidelines: Approved methods for accomplishing a task or set of tasks. SOGs are typically prepared at the department or agency level.

11. Attachments

This section lists supporting attachments and appendices, if any, to this base plan.

Attachment 1: Distribution List
Attachment 2: Organization for Emergency Management
Attachment 3: Emergency Management Functional Responsibility Matrix
Attachment 4: ESF (Annex) Assignments
Attachment 5: Summary of Agreements & Contracts
Attachment 6: National Incident Management System Summary
Attachment 7: Threat and Hazard Identification Risk Assessment
Attachment 8: Signatory Municipality Signed Ordinances
Attachment 9: Dallas County Department Emergency Responsibilities

Attachment 1 - Distribution List

Emergency Management Plan and ESF (Annex) Distribution

Dallas County Office of Homeland Security and Emergency Management

Department/ Agency	Number of Co ies*	Basic Plan (BP /ESF Annex)
American Red Cross (ARC)	1	All
Auditor	1	All
Auto Service Center	1	All
Budget & Evaluation, Office of	1	All
City of Balch Springs	1	All
City of Cockrell Hill	1	All
City of Hutchins	1	All
City of Seagoville	1	All
City of University Park	1	All
City of Wilmer	1	All
Communications & Central Services	1	All
Community Supervision & Corrections	1	All
Constables (Each)	1	All
County Administrator	1	All
County Clerk	1	All
County Commissioners (Each	1	All
County Judge	1	All
County Treasurer	1	All
Dallas Area Rapid Transit (DART	1	All
Dallas County Community College District (DCCCD)	1	All
Dallas County Hospital District/Parkland	1	All
Dallas Independent School District DISD	1	All
Dallas Water Utilities	1	All
District Attorney	1	All
Elections	1	All
EOC - Finance/Administration	1	All
EOC – Logistics	1	All
EOC – Operations	1	All
EOC – Planning	1	All
Facilities Management	1	All
Texas Division of Emergency Management, Regional Liaison Officer RLO	1	All
Health & Human Service - Environmental Health	1	All
Health & Human Services	1	All
Human Resources	1	All
Institute of Forensic Sciences	1	All
IT Services	1	All
Jury Services	1	All

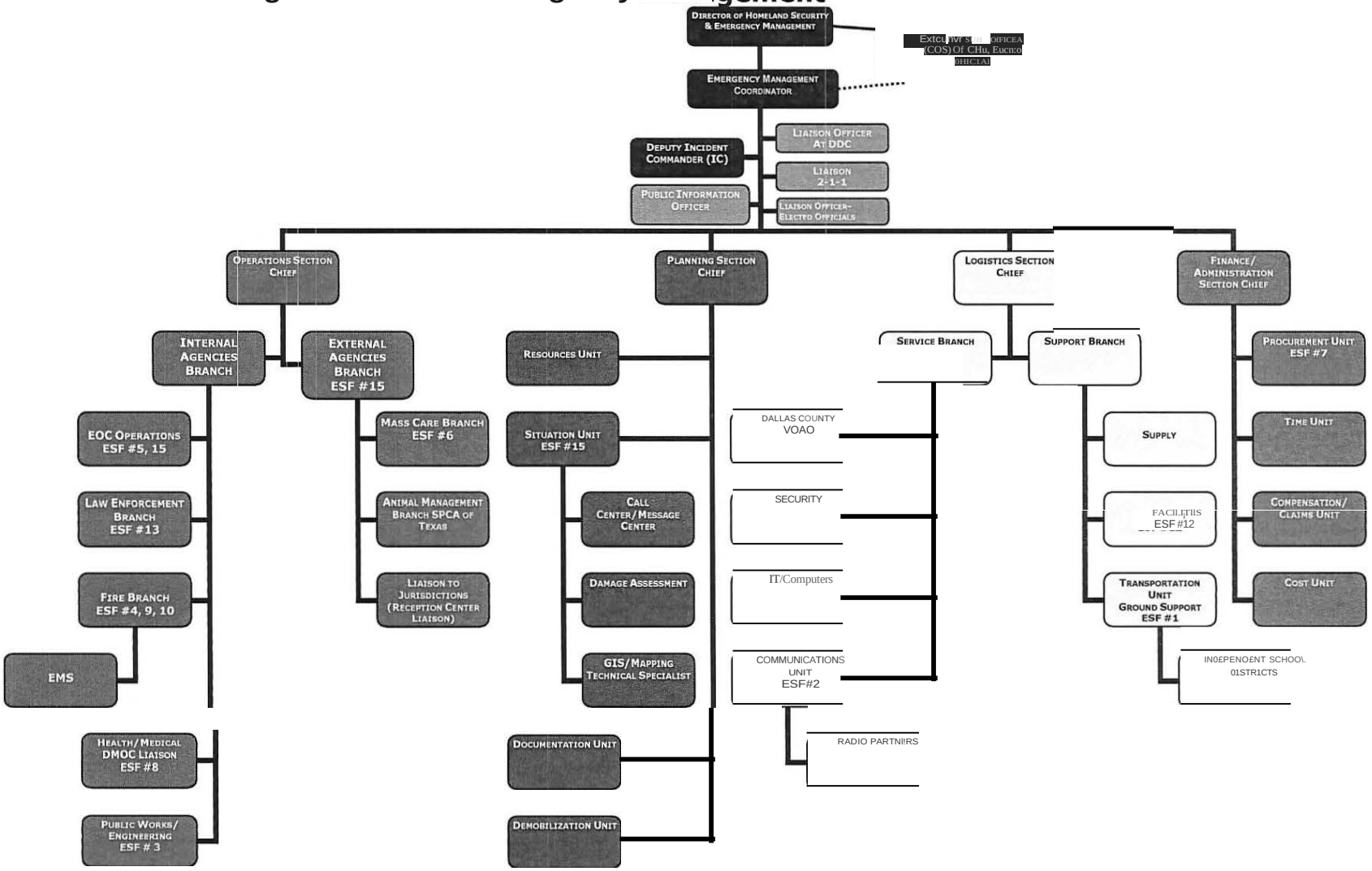
Emergency Management Plan and ESF (Annex) Distribution

Dallas County Office of Homeland Security and Emergency Management

Justice of the Peace (Each)	1	All
Local Emergency Planning Committee (LEPC)	1	All
Dallas County Fire Marshal's Office - Dallas County Volunteer Fire & Rescue	1	All
Fire Marshal's Office	1	All
Dallas County Security Department	1	All
Office of Homeland Security & Emergency Management (HSEM)	1	All
Planning & Development	1	All
Public Works	1	All
Purchasing	1	All
Road & Bridge Districts (Each	1	All
Sheriff's Dispatch Communications	1	All
Sheriff's Office	1	All
Southern Methodist University SMU	1	All
Tax Assessor	1	All
Texas Cooperative Extension Service	1	All
The Salvation Army TSA	1	All
Town of Addison	1	All
Town of Highland Park	1	All
Town of Sunnyvale	1	All

*Copies of the Dallas County EMP are distributed in electronic format via CD or portable flash drives. It is up to each Department/Agency to print off and maintain the appropriate number of copies they require.

Attachment 2 - Organization for Emergency Management



ATTACHMENT 3- Support Functions

	#1 - Transportation	#2 - Communications	#3 - Public Works & Engineering	#4 - Firefighting	#5 - Emergency Management	#6 - Mass Care	#7 - Logistics Management & Resource Support	#8 - Public Health & Medical Services	#9 - Search & Rescue	#10 - Oil & Hazardous Material Response	#11 - Agriculture & Natural Resources	#12 - Energy	#13 - Public Safety & Security	#14 - Cross-Sector Business & Infrastructure	#15 - External Affairs	Support Functions	Evacuation	Donations Management	Legal	Terrorist Incident Response	Warning	Hazard Functions	Hazard Mitigation	Recovery Support Functions	Long-Term Community Recovery
Dallas County Departments/Agencies																									
Auditor							S											S							
Auto Service Center	S																								
Budget & Evaluation, Office of							S																		
Communications & Central Services		S										S													S
Community Supervision & Corrections																									
Constables		S											S												
County Clerk																			S						
County Treasurer							S																		
External/Support Agencies																									
Human Resources																									
Institute of Forensic Sciences								S																	S
IT Services		S																							S
Jury Services							S																		
Office of Homeland Security & Emergency Management	P	S					P			S					P		S	P			S				P
Planning & Development			S																						S
Public Works		S	P														S								S
Purchasing							S											S							
Road & Bridge Districts		S	S									S					S								S
Sheriff's Office		P											P		S		S				P				
Tax Assessor																		S							
Salvation Army (TSA)																		S							
Southern Baptist Convention/Texas Baptist Men																									S
Texas Agrilife											P														
TDEM																									
Oncor												P													

Attachment 4 - Emergency Support Functions (ESF)

Emergency Support Function (ESF)	Assigned to:
1: Transportation	Office of Homeland Security and Emergency Management (HSEM)
2: Communications	Dallas County Sheriff's Office
3: Public Works and Engineering	Public Works Department
4: Fire Fighting	Dallas County Fire Marshall's Office
5: Emergency Management	Office of Homeland Security and Emergency Management (HSEM)
6: Mass Care, Emergency Assistance, Housing and Human Services	Dallas County Health and Human Services (DCHHS)
7: Logistics Management and Resource Support	Office of Homeland Security and Emergency Management (HSEM)
8: Public Health and Medical Services	Dallas County Health and Human Services (DCHHS)
9: Search and Rescue	Dallas County Fire Marshall's Office
10: Hazardous Materials and Spill	Dallas County Fire Marshall's Office
11: Agriculture and Natural Resources	Texas A&M AgriLife Extension Office
12: Energy	Facilities Management Department
13: Public Safety and Security	Dallas County Sheriff's Office
14: Long-Term Community Recovery	Superseded in accordance to National Disaster Recovery Framework
15: External Affairs	Office of Homeland Security and Emergency Management (HSEM) and Office of County Judge
Support Functions	
Donations Management	Office of Homeland Security and Emergency Management (HSEM)
Legal	Dallas County District Attorney (DA)
Warning	Dallas County Sheriff's Office
Evacuation	Office of Homeland Security and Emergency Management (HSEM)
Terrorist Response	Dallas County Sheriff's Office
Hazard Functions	

Hazard Mitigation	Office of Homeland Security and Emergency Management (HSEM)
Recovery Functions	
Recovery	Office of Homeland Security and Emergency Management (HSEM)

Attachment 5 - Summary of Agreements & Contracts

Agreements

Description: Court Order: 2009 0380
Summary of Provisions: American Red Cross as supporting agency for ESF #6
Officials Authorized to Implement: Dallas County Emergency Operations Center
Costs: No Cost
Copies Held By: American Red Cross and Dallas County

Description: Court Order 2016-0405
Summary of Provisions: City of Dallas EOC Mutual Aid Reciprocity Agreement
Officials Authorized to Implement: Dallas County Emergency Operations Center and City of Dallas
Costs: No Cost
Copies Held By: Dallas County and City of Dallas

Description: Court Order 2016-0979
Summary of Provisions: Cooperative working relationship and exchange of information
Officials Authorized to Implement: Dallas County Emergency Operations Center
Costs: None
Copies Held By: Dallas County and SPCA

Description: MOU between 2-1-1 Texas North Central Texas Dallas Region Area Information Center and Dallas County Office of Homeland Security and Emergency Management
Summary of Provisions: Cooperative working relationship and exchange of information
Officials Authorized to Implement:
Costs: None
Copies Held By: Dallas County and 2-1-1

Contracts

Description:
Summary of Provisions:
Officials Authorized to Implement:
Costs:
Copies Held By:

Attachment 6 - National Incident Management System (NIMS) Summary

BACKGROUND

- The NIMS system is the culmination of more than 40 years of effort to improve interoperability in incident management. This work began in the 1970s with local, state, and federal agencies collaborating to create a system called Firefighting Resources of California Organized for Potential Emergencies (FIRESCOPE). FIRESCOPE included ICS and the Multiagency Coordination System (MACS). In 1982, the agencies that developed FIRESCOPE and the National Wildfire Coordinating Group (NWCG) created the National Interagency Incident Management System (NIIMS), in part to make ICS and MACS guidance applicable to all types of incidents and all hazards. Recognizing the value of these systems, communities across the nation adopted ICS and MACS, but adoption was not universal.

- The need for an integrated nationwide incident management system with standard structures, terminology, processes, and resources became clear, in the aftermath of the 2001 terrorist attacks. The Department of Homeland Security (DHS) led a national effort to consolidate, expand, and enhance the previous work of FIRESCOPE, NIIMS, and others to develop NIMS.

- The Federal Emergency Management Agency (FEMA) published the first NIMS document in 2004 and revised it in 2008. The 2017 version of NIMS reflects progress since 2008 based on lessons learned, best practices, and changes in national policy also including updates to the National Preparedness System. Additionally, the 2017 version of the NIMS:

    - Reiterates concepts and principles of the earlier versions of NIMS;
    - Provides additional guidance for EOCs; and
    - Describes how NIMS command and coordination mechanisms fit together.

COMPONENTS

- <u>Command and Management:</u> The incident management structures employed by the NIMS can be used to manage emergency incidents or non-emergency events such as celebrations. The system works equally well for small incidents and large-scale emergency situations. The system has built-in flexibility to grow or shrink depending on current needs. It is a standardized system, so personnel from a variety of agencies and geographic locations can be rapidly incorporated into a common management structure.

    - Incident Command System (ICS): A standardized; on-scene emergency management construct specifically designed to provide an integrated

organizational structure that reflects the complexity and demands of single or multiple incidents without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, guidelines, and communications operating within a common organizational structure and designed to aid in the management of the resources during incidents.

1) Features of ICS

ICS has a number of features that work together to make it a real management system. Among the primary attributes of ICS are:

a) Incident Commander. The Incident Commander (IC) is the individual responsible for on-scene incident activities, including developing incident objectives, ordering, and releasing resources. The IC has overall authority and responsibility for conducting incident operations.

b) Common Terminology: ICS requires the use of common terminology, such as the use of standard titles for facilities and positions within an organization, to ensure efficient and clear communications.

c) Organizational Resources: All resources including personnel, facilities, major equipment, and supply items used to support incident management activities must be "typed" with respect to capability. This typing should minimize confusion and enhance interoperability.

d) Manageable Span of Control: Span of control should ideally vary from three to seven. Anything less or more requires expansion or consolidation of the organization.

e) Organizational Facilities: Common terminology is used to define incident facilities, the activities conducted at these facilities, and the organizational positions that can be found working there.

f) Use of Position Titles: All ICS positions have distinct titles.

g) Reliance on an Incident Action Plan: The incident action plan, which may be verbal or written, is intended to provide supervisory personnel with a common understanding of the situation and direction for future action. The plan includes a statement of objectives, organizational description, assignments, and support material such as maps. Written plans are desirable when two or more jurisdictions are involved, when state and/or federal agencies are

assisting local response personnel, or there has been significant turnover in the incident staff.

h) Integrated Communications: Integrated communications includes interfacing disparate communications as effectively as possible, planning for the use of all available systems and frequencies, and requiring the use of clear text in communications.

i) Accountability: JCS is based on an orderly chain of command, check-in for all responders, and only one supervisor for each responder.

2) Unified Command

a) Unified Command is a variant of JCS used when there is more than one agency or jurisdiction with responsibility for the incident or when personnel and equipment from a number of different agencies or jurisdictions are responding to it. This might occur when the incident site crosses jurisdictional boundaries or when an emergency situation involves matters for which state and/or federal agencies have regulatory responsibility or legal requirements.

b) JCS Unified Command is intended to integrate the efforts of multiple agencies and jurisdictions. The major change from a normal JCS structure is at the top. In a Unified command, senior representatives of each agency or jurisdiction responding to the incident collectively agree on objectives, priorities, and an overall strategy or strategies to accomplish objectives; approve a coordinated Incident Action Plan; and designate an Operations Section Chief. The Operations Section Chief is responsible for managing available resources to achieve objectives. Agency and jurisdictional resources remain under the administrative control of their agencies or jurisdictions but respond to mission assignments and direction provided by the Operations Section Chief based on the requirements of the Incident Action Plan.

3) Area Command

a) An Area Command is intended for situations where there are multiple incidents that are each being managed by an JCS organization or to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Area Command becomes Unified Area Command when incidents are multi-jurisdictional.

b) The organization of an Area Command is different from a Unified Command in that there is no operations section, since all operations are conducted on-scene, at the separate ICPs.

- Multi-agency Coordination Systems: Multi-agency coordination systems may be required for incidents that require higher-level resource management or information management. The components of multi-agency coordination systems include facilities, equipment, EOCs, specific multi-agency coordination entities, personnel, guidelines, and communications; all of which are integrated into a common framework for coordinating and supporting incident management.

- Public Information: The NIMS system fully integrates the ICS Joint Information System (JIS) and the Joint Information Center (JIC). The JIC is a physical location where public information staff involved in incident management activities can collocate to perform critical emergency information, crisis communications, and public affairs functions. More information on JICs can be obtained in the OHS *National Incident Management System* Plan, dated March 2004.

- Preparedness: Preparedness activities include planning, training, and exercises as well as certification of response personnel, and equipment acquisition and certification. Activities would also include the creation of mutual aid agreements and Emergency Management Assistance Compacts. Any public information activities such as publication management would also be preparedness activities.

- Resource Management: All resources, such as equipment and personnel, must be identified and typed. Systems for describing, inventorying, requesting, and tracking resources must also be established.

- Communications and Information Management: Adherence to NIMS specified standards by all agencies ensures interoperability and compatibility in communications and information management.

- Supporting Technologies: This would include any technologies that enhance the capabilities essential to implementing the NIMS. For instance, voice and data communication systems, resource tracking systems, or data display systems.

- Ongoing Management and Maintenance: The NIMS Integration Center provides strategic direction and oversight in support of routine review and continual refinement of both the system and its components over the long term.

- Authority Having Jurisdiction: The Authority Having Jurisdiction (AHJ) is an entity that can create and administer processes to qualify, certify, and credential personnel for incident-related positions. AHJs include state, tribal, or federal government departments, agencies, and training commissions, NGOs, or companies, as well as local organizations such as police, fire, public health or public works.

- Emergency Operations Plan (EOP): The ongoing plan maintained by various jurisdictional levels for responding to a wide variety of potential hazards. It describes how people and property may be protected; details who is responsible for carrying out specific actions; identifies the personnel, equipment, facilities, supplies, and other resources available; and outlines how all actions should be coordinated.

Attachment 7 - Threat and Hazard Identification Risk Assessment

Profiling Hazards

This section of the plan provides an overview of the specific natural, technological, and manmade hazards that can affect Dallas County, including information on historical occurrences and the probability of future occurrences. The following table contains the Threat and Hazard and Risk Assessment (THIRA) for Dallas County. Threat and Hazard Identification and Risk Assessment was performed to determine the hazards that pose the greatest threat that might impact to people, property, environment, Dallas County employees, Dallas County facilities, and Dallas County Business Processes. Numerical values were assigned to each event for the following factors:

Threat (T):

Threats were ranked from 1 (highly unlikely to occur) to 3 (may occur) as show below:

Figure 1:

	Probability
	3 highly likely to occur
	2 (moderately likely to occur)
	1(least likely to occur)
	0 (unlikely to occur)

Vulnerability (V)

Vulnerability scores were determined using Vulnerability Assessment Worksheets, which evaluated potential risk due to natural/technological hazards on six factors. These factors include:

- Human Impact (possibility of death of injury)
- Property Impact (physical losses and damages)
- Business Impact (interruption of services)
- County Preparedness (preplanning)
- Internal Response (time, effectiveness, resources)
- External Response (community/mutual aid staff and supplies)

Figure 2:

	Definition
0	N/A
1	Low
2	Moderate
3	High

- Impact within the county and impact outside the county:
  Determining the impact outside the site was also ranked on a 0 to 3 scale with 0 meaning there would be no loss to the outside jurisdiction and 3 meaning there would be a very high loss to the site.

- County Preparedness:

Consequences of a disaster event can be greatly minimized by the measures taken in the county to prevent or response to those hazards. These measures usually fall under the Plans, Organization, Equipment, Training and Exercise (POETE) umbrella. Each hazard was ranked on a 0 to 3 scale based on their susceptibility to disasters including how prepared the site was to prepare for certain events.

A summary of the major hazards that Dallas County may face is provided in Table 1

1. These major hazards are identified as natural, manmade, and technological hazards. Table 1: Summary of Risk Assessment Data identifies the threat, vulnerability, consequence, risk score, and risk level to the residents in Dallas.
County.

Table 2 identifies the risk levels. Additional hazard information is provided in our Dallas County Threat and Hazard Identification and Risk Assessment (THIRA), which is published separately

-
-
-
-

Table 1:

Alert Type	PROBABILITY	SEVERITY = (MAGNITUDE - MITGATION)						RISK
		HUMAN IMPACT	PROPERTY IMPACT	BUSINESS IMPACT	PREPARED-NESS	INTERNAL RESPONSE	EXTERNAL RESPONSE	
	Likelihood this will occur	Possibility of death or injury	Physical losses and damages	Interuption of services	Preplanning	Time, effectiveness, resources	Community/Mutual Aid staff and supplies	* Relative threat
SCORE	0 = N/A 1 = Low 2 = Moderate 3 = High	0 = N/A 1 = Low 2 = Moderate 3 = High	0 = N/A 1 = Low 2 = Moderate 3 = High	0 = N/A 1 = Low 2 = Moderate 3 = High	0 = N/A 1 = High 2 = Moderate 3 = Low	0 = N/A 1 = High 2 = Moderate 3 = Low	0 = N/A 1 =High 2 = Moderate 3 = Low	0 - 100%
Dam/Levee Failure	2	3	3	2	2	2	2	16%
Drought	2	3	2	2	2	2	2	15%
Earthquake	2	2	3	3	2	1	1	14%
Extreme Temperatures	3	3	2	2	3	2	2	17%
Flooding	3	2	2	3	2	2	2	16%
Hazardous Materials Incident	2	3	2	2	2	2	2	15%
Karst Topography	1	1	2	1	1	2	2	10%
Mass Casualty	2	3	1	2	2	2	2	14%
Mass Gathering	3	3	1	1	2	2	2	14%
Severe Weather Thunderstorms (Includes high winds, hail, lightning)	3	3	3	3	3	3	3	21%
Severe Winter Storms (includes snow & ice)	3	3	3	3	2	3	3	20%
Solar Geomagnetic Storm	1	1	1	2	1	1	1	8%
Threat/Hazard	3	3	1	1	1	3	2	14%
Tornadoes	3	3	3	3	2	3	3	20%
Wildfire /Wildland Fire	1	3	3	3	2	3	3	18%

Attachment 8 - Signatory Municipality Signed Resolutions

<ATTACHED AS SIGNED>

Attachment 9 - Dallas County Department Emergency Responsibilities

Emergency Preparedness for Dallas County Departments
Self-Assessment Check List

Each Dallas County Department is encouraged to complete the emergency preparedness self-assessment check. This checklist is designed to provide department directors, elected officials, judicial officials, safety coordinators and others with basic emergency preparedness information. This document is for internal use only and should not be sent to anyone outside your agency.

If you have any questions, please contact HSEM at 214-653-7980.

The Dallas County Emergency Operations Plan (EOP or the Plan) is a multidisciplinary all-hazards plan that establishes a comprehensive framework for the management of major emergencies and disasters within Dallas County. The Plan is implemented when it becomes necessary to mobilize the resources of the identified departments and agencies to save lives and protect property and infrastructure. The Plan assigns primary and secondary roles and responsibilities to departments and agencies. The Plan requires departmental planning, training, and exercises to occur prior to a real-world event in order for the County to respond effectively.

The successful implementation of the Plan is contingent upon a collaborative approach with a wide range of departmental, partner agencies and organizations that provide crucial support during emergency operations. The Plan recognizes the significant role of all departments, agencies and organizations shall perform during emergencies and disasters and their specific roles and responsibilities are included in the Plan.

Your assigned roles and responsibilities include:

- Be prepared to perform assigned duties identified in the Plan 24/7.
- Provide senior representatives to the Emergency Operations Center (EOC), incident command post, or other identified emergency locations when activated and requested.
- Determine which of your employees are essential or non-essential to carry out your assigned emergency responsibilities, in accordance with the Plan. Ensure they are aware of this designation. Ensure employees know how they will be informed regarding reporting to work during emergencies.
- Conduct operations in accordance with the Incident Command System, applicable Homeland Security Directives, and the National Response Framework. (FEMA Training courses ICS 100, 200, 700 and 800 are required for those working in the EOC).
- Participate in planning, preparedness activities, exercises and training designed to prepare your staff to accomplish assigned emergency response and recovery responsibilities.

- Maintain financial records in accordance with guidance from the County Auditor, HSEM and other applicable County/State procedures.
- Appoint and assign Department Safety Coordinators to work with employees and the public prior to and during emergencies affecting your department. Safety Coordinator are empowered to act on behalf of department senior management in an emergency event. Backup Safety Coordinators should be appointed. Participation as a Safety Coordinator is a voluntary function.
- Ensure HSEM has emergency contacts for your department; including department head and a minimum of two alternates with decision-making authority that would have availability to report to EOC when required.
- Conduct a survey of employees and know County of residence.
- In cooperation with the County IT Department, establish, maintain, and exercise employee emergency notifications and callback. Ensure employees are informed of how to register their personal cellphone and email in the Dallas County Emergency Notification System in order to receive emergency notifications.
- Develop and maintain an inventory of department resources that would be applicable to accomplishing assigned emergency functions.
- Maintain an approved agency/department-specific Continuity of Operations Plan (COOP) in accordance with County guidelines and standards, including identifying and preparing an alternate site(s) for the efficient relocation of operations.
- Safeguard vital records always including digital data.
- In cooperation with HSEM and County Purchasing, establish stand-by contracts for services, equipment, and other resources for your department.
- In cooperation with HSEM, establish mutual aid agreements with surrounding municipalities and regional capabilities.
- Periodically review all emergency plans, policies, and procedures.
- Familiarize and train all personnel with their emergency responsibilities and procedures on a regular basis. HSEM offers training to departments.
- Familiarize all personnel with availability of emergency action plans, procedures, checklist and information on-line at the HSEM website on the tab "Employee Emergency Information". This link is available from County owned computers.
- Familiarize all personnel with the topic of "Active Shooter". Training is available through several County departments and on-line.
- Obtain and use NOAA Weather Radio units provided by HSEM.
- Be familiar with "safe areas" in your building(s) or work area for employees to use during tornadoes or other severe weather. Tornado Safe Area signs are displayed throughout most County buildings.

Updated April 2019A

12. References

This section lists references used in the creation of this document.

1. Texas Department of Public Safety, Governor's Division of Emergency Management, *Disaster Recovery Manual*

2. Texas Department of Public Safety, Governor's Division of Emergency Management, *Mitigation Handbook*

3. FEMA, Independent Study Course, IS-288: *The Role of Voluntary Organizations in Emergency Management*

4. FEMA, *State and Local Guide (SLG) 101: Guide for All-Hazard Emergency Operations Planning*

5. U. S. Department of Homeland Security, *National Response Framework*

6. 79th Texas Legislature, *House Bill 3111*

7. *Government Code, Chapter 418*

8. FEMA, *National Preparedness Guidelines,* 2017

9. FEMA, *National Incident Management System,* 2017

10. FEMA, *National Disaster Recovery Framework,* June 2016

11. North Central Texas Council of Governments, *Threat and Hazard Identification Assessment Report,* 2017

12. *Texas Administrative Code Title 37, Chapter 7*

13. TDEM, *Texas Emergency Management Executive Guide FY2019 Edition*

Prepared by:

Dallas County Office of Homeland Security and Emergency Management (HSEM).

The 2024 Dallas County Emergency Management Base Plan is a viable document, which should be reviewed and updated periodically.

Comments, suggestions, corrections and additions are encouraged from all interested parties.

Please send review comments to:
Chief of Emergency Services/Emergency Management Coordinator
Dallas County Office of Homeland Security and Emergency Management
2121 Panoramic Circle, Suite 240
Dallas, TX 75212

Approval and Implementation

This Emergency Management Plan is considered approved when signed by the jurisdiction's authorized Representatives.

The Dallas County Emergency Management Plan

This Emergency Management Plan is hereby approved. This plan is effective immediately and precedes all previous editions. The Dallas County Emergency Management Plan has been approved as an Advanced level plan by Texas Department of Emergency Management.

Dallas County Judge — Date: 08/05/2024

Dallas County Chief of Emergency Services — Date: 8/5/24

Participating municipalities include: The City of Balch Springs; City of Cockrell Hill; Town of Addison; Town of Highland Park; City of Hutchins; City of Seagoville; Town of Sunnyvale; City of University Park; City of Wilmer. Signature pages for the municipalities are kept on file with the Dallas County Office of Homeland Security and Emergency Management.

City Council (FY24) **5. a.**

Meeting Date: 10/08/2024

Department: Development Services

AGENDA CAPTION:

Hold a public hearing, present, discuss, and consider action on a request for a Special Use Permit (SUP) for property located at 5312 Belt Line Road, that is currently zoned Planned Development (PD), through Ordinance No. 496, to allow a restaurant with the sale of alcoholic beverages for on-premises consumption. Case 1920-SUP/5312 Belt Line Road (Hachi Restaurant).

BACKGROUND:

The Addison Planning and Zoning Commission, meeting in regular session on September 17, 2024, voted to recommend approval of a request for a Special Use Permit (SUP) to allow a restaurant with the sale of alcoholic beverages for on-premises consumption on a property located at 5312 Belt Line Road, which is currently zoned Planned Development (PD), Ordinance No. 496.

Voting Aye: Barker, Braun, Chavez, Copeland, Fansler, Smith, Sommers
Voting Nay: none
Absent: none

SPEAKERS AT THE PUBLIC HEARING:

For: none
On: none
Against: none

RECOMMENDATION:

Administration recommends approval, with the following condition:

- There shall be no amplified noise, including speakers, instruments, or other amplifying sound devices used for the outdoor patio that generate audible noise beyond the property line past 10:00 PM.

Attachments

1920-SUP Presentation
1920-SUP Ordinance
1920-SUP Staff Report
1920-SUP Letter of Intent

Hachi Restaurant Special Use Permit (1920-SUP)

October 8, 2024

Lesley Nyp, Director of Development & Neighborhood Services

Case 1920-SUP Hachi Restaurant

LOCATION:

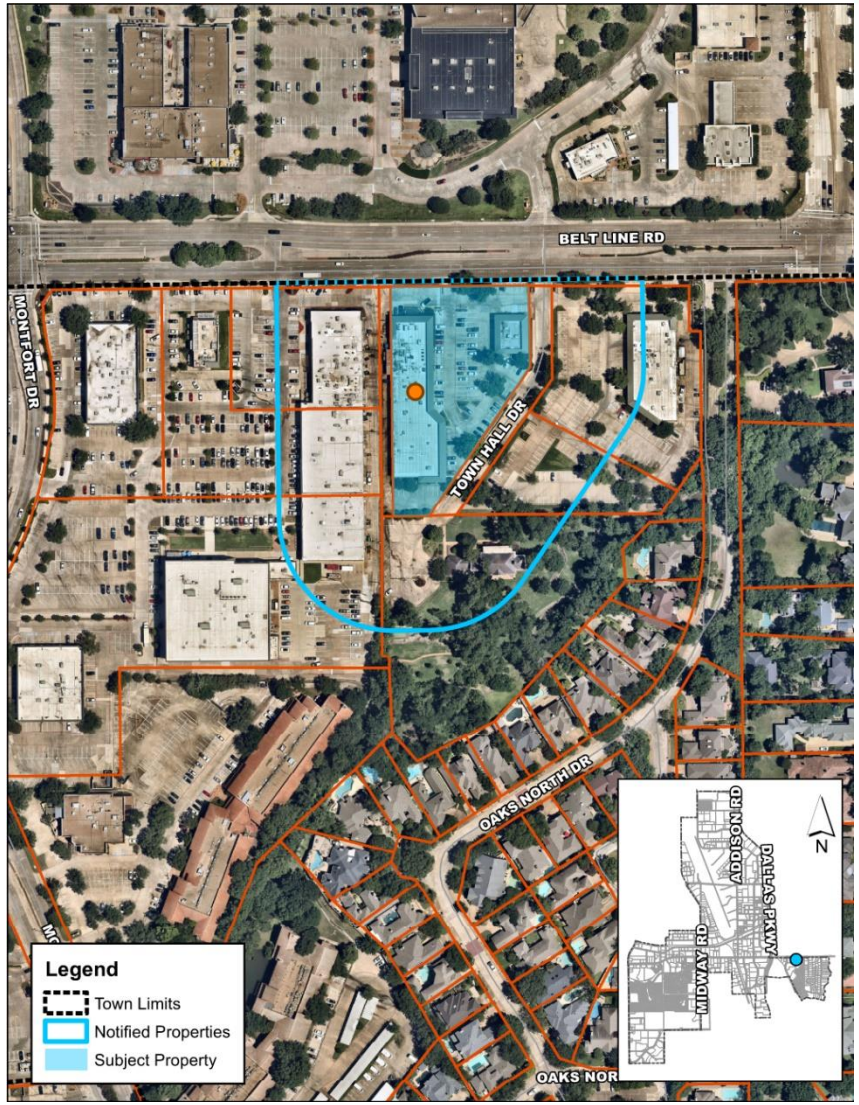
5312 Belt Line Road

REQUEST:

Approval of a Special Use Permit (SUP) for a new 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, and associated site conditions at the subject property.



Case 1920-SUP Hachi Restaurant

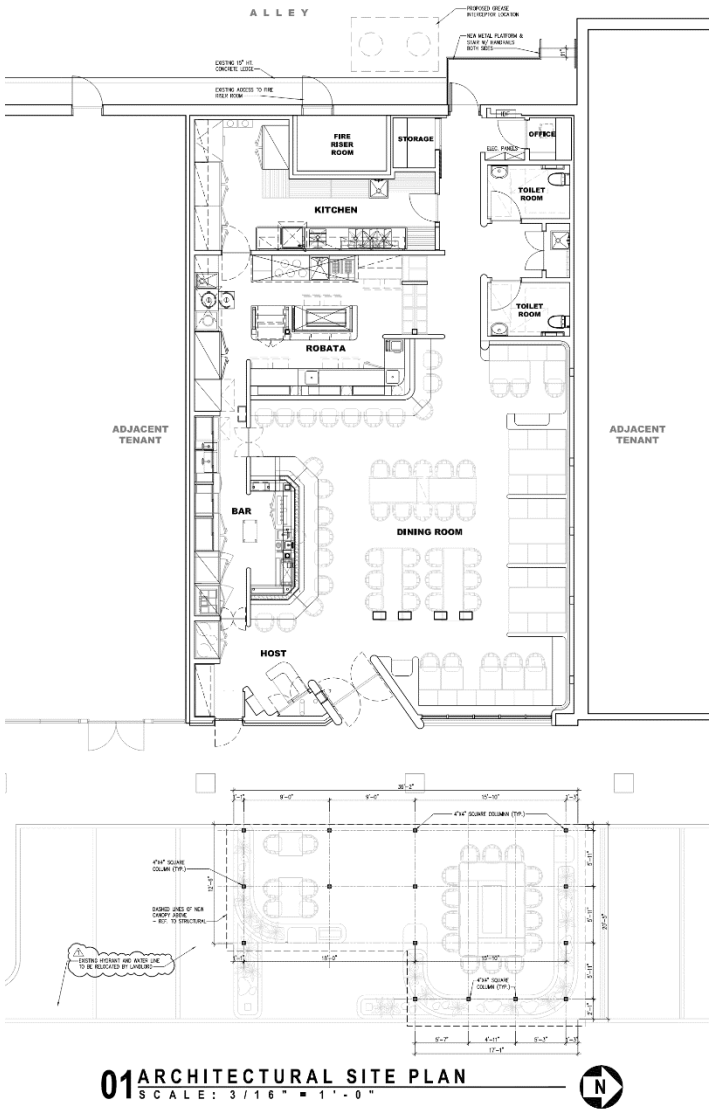
SITE HISTORY:

- 1979 – Planned Development, Ord. No. 496, approved for Town Hall Square Shopping Center
- 1980 – Existing shopping center constructed
- Present – Proposed SUP to allow new restaurant with the sale of alcohol for on-premises consumption

Case 1920-SUP Hachi Restaurant

FLOOR PLAN:

- 2,600 SF Interior + 745 SF Patio
- Seating for 89
- Sale of alcoholic beverages for on-premises consumption
- Hours of operation:
  - 5:00pm –11:00pm, seven days a week

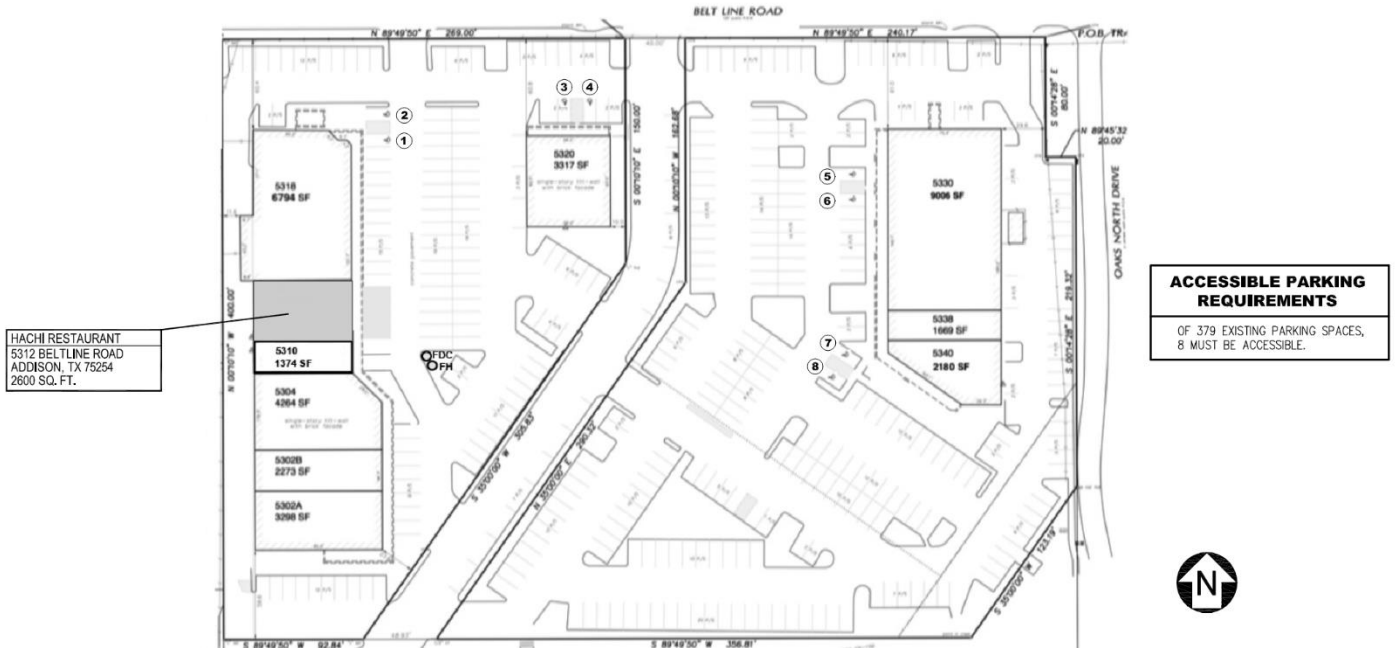


Case 1920-SUP Hachi Restaurant

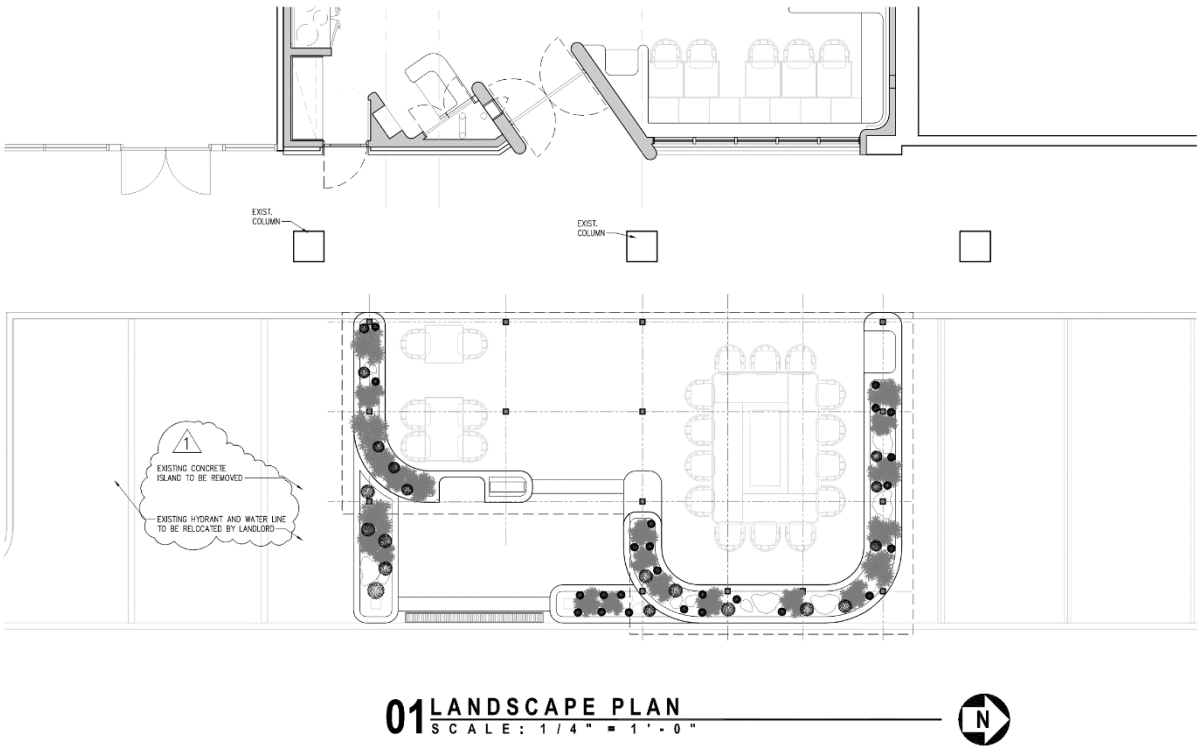
PARKING:

- Removal of 5 existing parking spaces to allow for new outdoor patio

- Site currently exceeds parking requirements. With the proposed modifications, including removal of parking and increase in gross square footage (patio), the site would still exceed the minimum parking by 58 spaces.



Case 1920-SUP Hachi Restaurant



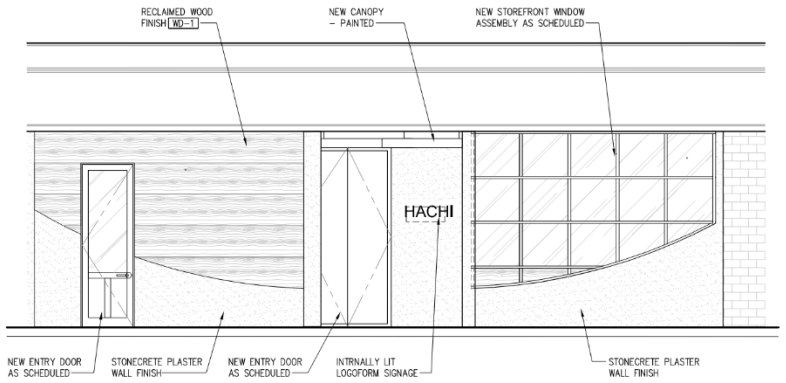
OPEN SPACE AND LANDSCAPE:

- Minor modifications are proposed the landscaping on site.
- The new patio will require the removal of an existing landscape island and the relocation of an existing fire hydrant.
- New landscaping will be provided at the perimeter of the patio to enhance the aesthetics and provide screening.

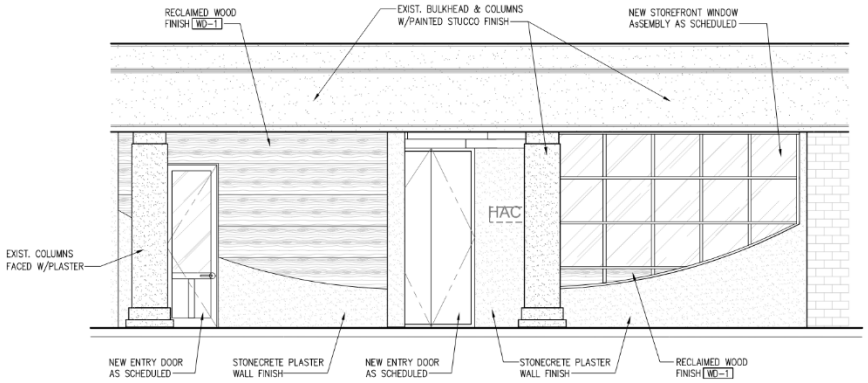
Case 1920-SUP Hachi Restaurant

EXTERIOR APPEARANCE:

- Facades are compliant with building code materials.
- New outdoor patio structure will significantly change the appearance of the front façade.
- Materials consist of window glazing, wood, plaster, and stucco.



01 EXTERIOR ELEVATION
SCALE: 1/4" = 1'-0"



1a EXTERIOR ELEVATION
SCALE: 1/4" = 1'-0"

Case 1920-SUP Hachi Restaurant

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: 9

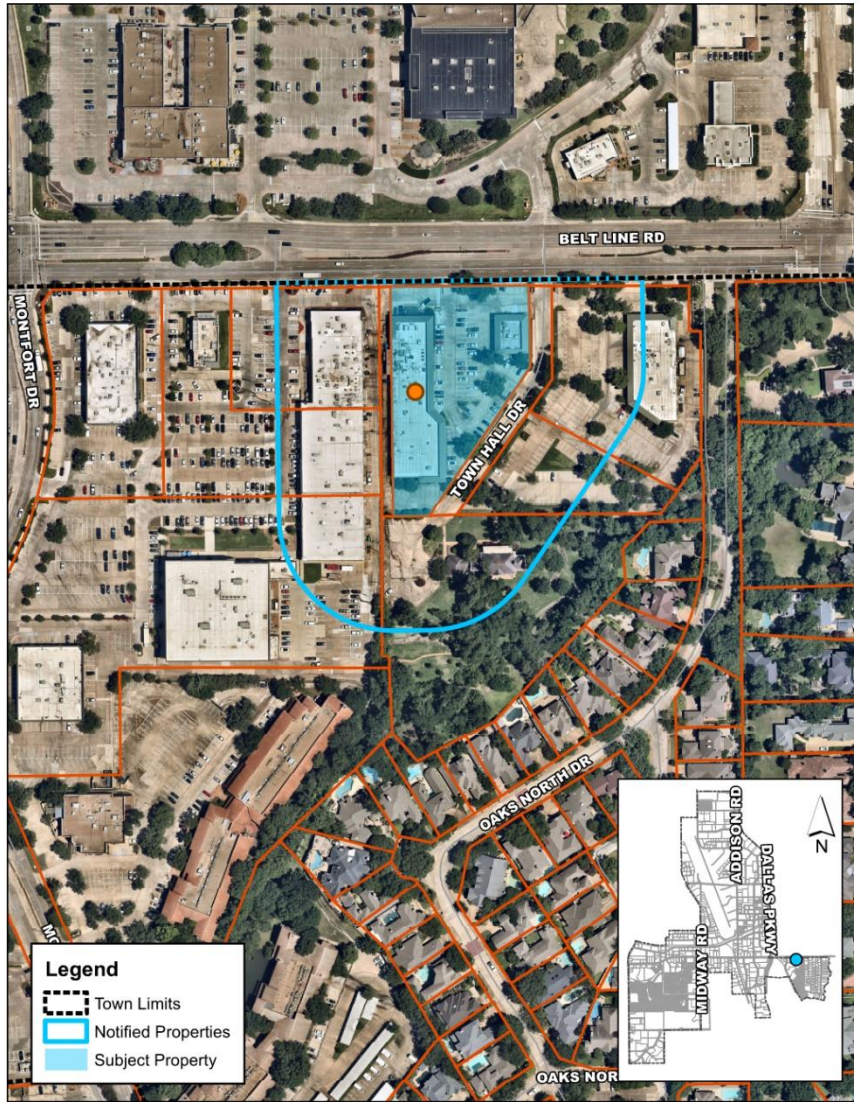
FOR: None.

AGAINST: None.

NEUTRAL: None.

PLANNING & ZONING COMMISSION ACTION:

Approval: 7-0



Case 1920-SUP Hachi Restaurant

RECOMMENDATION:

Staff recommends **approval** of the request, with the following condition:

- There shall be no amplified noise, including speakers, instruments, or other amplifying sound devices used for the outdoor patio that generate audible noise beyond the property line past 10:00 PM.

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 WITH THE SALE OF ALCOHOL FOR ON-PREMISES CONSUMPTOIN FOR THE PROPERTY LOCATED AT 5312 BELT LINE ROAD; 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 September 17, 2024, the Planning & Zoning Commission considered and made recommendations on a request for a Special Use Permit (Case No. 1920-SUP) for a restaurant with the sale of alcohol for on-premises consumption at the property located at 5312 Belt Line Road (the "Subject Property"); and

WHEREAS, the Subject Property is presently zoned Planned Development (PD), Ordinance No. 496; 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 with the sale of alcohol 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 3,350 square feet, inclusive of outdoor dining space, 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.

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 **8*TH*** day of **OCTOBER** ***2024.***

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Valencia Garcia, City Secretary

APPROVED AS TO FORM:

Whitt Wyatt, City Attorney

EXHIBIT A

SITE PLAN
HACHI RESTAURANT
5312 BELTLINE ROAD
ADDISON, TX 75254
(469) 562-1...
BELT LINE ROAD
OAKS NORTH DRIVE
ACCESSIBLE PARKING REQUIREMENTS
OF 379 EXISTING PARKING SPACES,
8 MUST BE ACCESSIBLE
VICINITY MAP
SITE
PROJECT DIRECTORY
OWNER:
PGD INNOVATE TEXAS, INC.
4144 NORTH CENTRAL EXPRESSWAY
SUITE 1000
DALLAS, TX 75204
214.763.2344
CONTACT: SATISH, ANDY, AND
PROJECT COORDINATOR:
RED EXPERTISE, LLC
2121 IRVING BLVD
DALLAS, TX 75207
214.405.4774
CONTACT: ROBERT ROMANO
FOOD SERVICE EQUIPMENT:
SHEPHERD FOOD EQUIPMENT
4515 LYNDON B JOHNSON FWY
DALLAS, TX 75227
CONTACT: DAVID SHEPHERD, CFSP
SHELL & LEASE ANALYSIS:
LEASE FOREST ARMY VENTURE
14350 ADDISON ROAD, SUITE 301
ADDISON, TX 75001
972.228.1464
CONTACT: E.W. SHARON
condor@earthlynx.com
MEP ENGINEER:
MEP ENGINEERS
3301 NORTH CARROLL BLVD. #200
DENTON, TX 76201
CONTACT: PETER LEPTICH, P.E. LEED A.P.
STRUCTURAL ENGINEER:
LGS ENGINEERING, LLC
111 N. CARROLL BLVD.
DALLAS, TX 75243
CONTACT: SAUGH SYED, P.E.
ARCHITECT OF RECORD:
MARK HOPPER, AIA
DALLAS, TX 75226
214.823.8242
GENERAL CONTRACTOR:
TBD
RESPONSIBILITY SCHEDULE
DRAWING INDEX
ARCH
A000 PROJECT INFORMATION/SITE PLAN
A001 ARCHITECTURAL SITE PLAN
A020 LANDSCAPE PLAN
A101 PATIO CONSTRUCTION PLAN
A303 FACADE PLAN & ILLUSTRATION
TOWN HALL SQUARE PARKING ANALYSIS
GENERAL NOTES
1. THE FOLLOWING NOTES SHALL APPLY TO, AND GOVERN, ALL DRAWINGS AND SPECIFICATIONS UNLESS OTHERWISE NOTED.
2. THE WORK DELINEATED IN THESE DRAWINGS SHALL CONFORM TO ALL APPLICABLE FEDERAL, STATE AND LOCAL CODES, STANDARDS AND REGULATIONS.
3. CONTRACTOR SHALL VISIT THE CONSTRUCTION DISTRICT, CONTRACT SITE PRIOR TO SUBMISSION OF BIDS. CONTRACTOR TO VERIFY ALL DIMENSIONS WITHIN THIS DOCUMENT.
4. DRAWINGS ARE NOT TO BE SCALED.
5. DETAILS SHALL BE CONSIDERED TYPICAL AT SIMILAR CONDITIONS UNLESS OTHERWISE NOTED.
6. SAFETY MEASURES: THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING MEANS, METHODS, SCHEDULING AND SAFETY OF THE CONSTRUCTION PROCESS. THIS SHALL INCLUDE ALL NECESSARY INDEPENDENT ENGINEERING REVIEWS.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTAINMENT OF ALL DUST AND CONSTRUCTION DEBRIS SO AS NOT TO INCONVENIENCE OTHER PROPERTIES.
8. DIMENSIONS ARE TYPICALLY FROM FACE OF FINISH UNLESS OTHERWISE NOTED.
9. OMITTED.
10. MATERIALS WITH A FLAME SPREAD OF GREATER THAN 200 SHALL NOT BE USED.
CODE INFORMATION
TOTAL SQUARE FOOTAGE 2920 S.F.
APPLICABLE CODES FULLY SPRINKLERED
BUILDING: 2021 INTERNATIONAL BUILDING CODE W/ AMENDMENTS
MECHANICAL: 2021 INTERNATIONAL MECHANICAL CODE W/ AMENDMENTS
PLUMBING: 2021 INTERNATIONAL PLUMBING CODE W/ AMENDMENTS
ELECTRICAL: 2020 NATIONAL ELECTRIC CODE W/ AMENDMENTS
FIRE: 2021 INTERNATIONAL FIRE CODE W/ AMENDMENTS
FUEL & GAS: 2021 INTERNATIONAL FUEL & GAS CODE W/ AMENDMENTS
ACCESSIBILITY: ICC A117.1-2017
ENERGY: 2021 INTERNATIONAL ENERGY CONSERVATION CODE W/ AMENDMENTS
CONSTRUCTION TYPE: II-B
OCCUPANCY: A-2
OCCUPANT LOAD:
DINING + BAR AREA: 1043/15 = 70
KITCHEN: 641/200 = 3
SERVICE + TOILET AREA: 916/100 = 9
TOTAL OCCUPANT LOAD 82
EXIT REQUIREMENTS:
MINIMUM ACCESS DOORWAYS 2
ACTUAL ACCESS DOORWAYS: 3
TDLR PROJECT REGISTRATION # TABS2024021467
PROJECT DESCRIPTION: INTERIOR FINISH-OUT OF EXISTING STRIP CENTER LEASE SPACE. EXISTING & NEW ELECTRICAL, MECHANICAL AND PLUMBING EQUIPMENT.
HACHI RESTAURANT
5312 BELTLINE ROAD • ADDISON , TX 75254
SITE PLAN & PROJECT INFORMATION
REV. NO. DATE DESCRIPTION
1 08.01.24 SUP APPLICATION REVISIONS
2 08.27.24 CITY COMMENTS
CASE NO. 1920-SUP
DATE ISSUED: 06-19-24
PROJECT NO: 24341
DRAWING NO: A000

EXHIBIT A

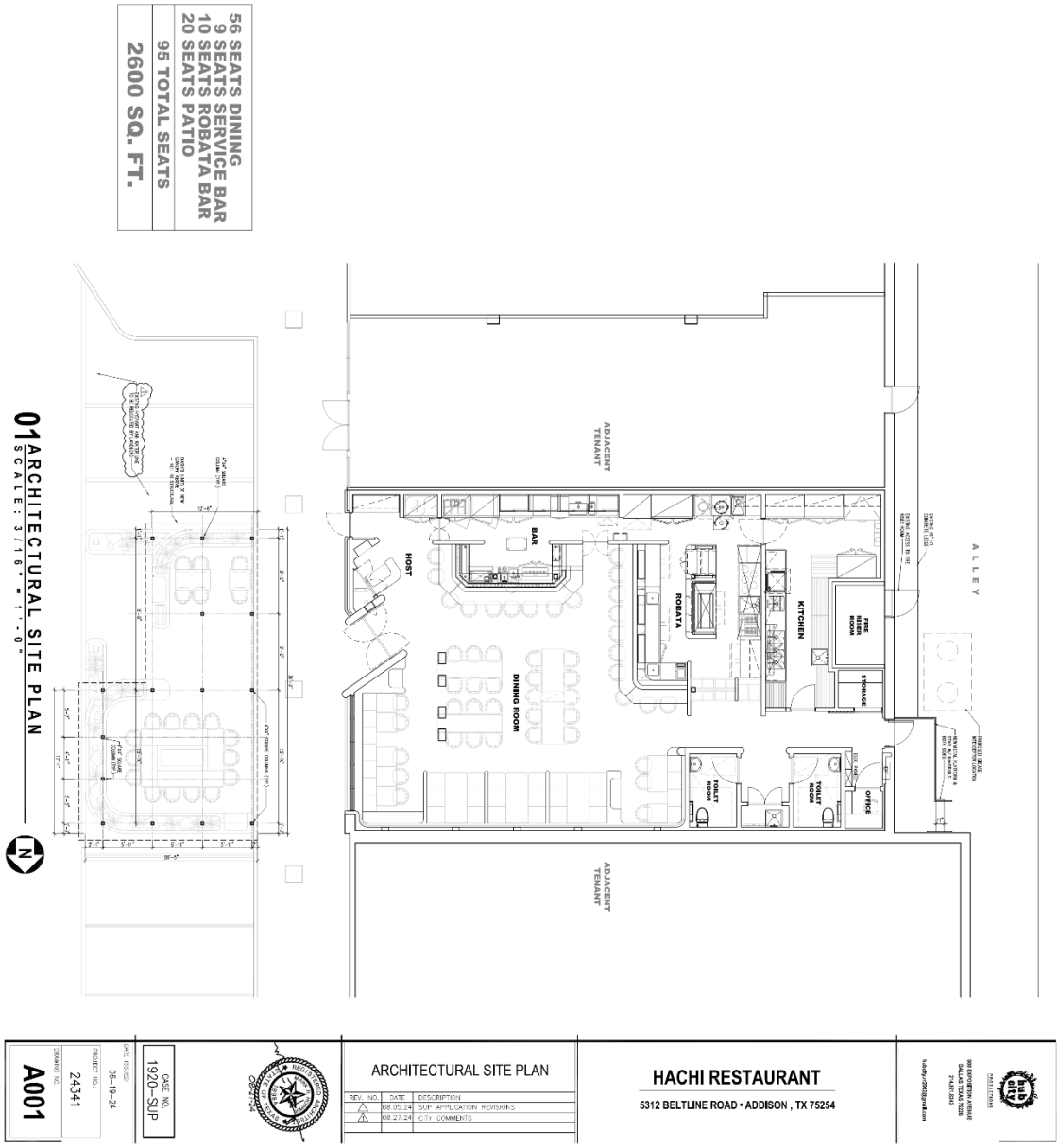

56 SEATS DINING
9 SEATS SERVICE BAR
10 SEATS ROBATA BAR
20 SEATS PATIO
95 TOTAL SEATS
2600 SQ. FT.
01 ARCHITECTURAL SITE PLAN
SCALE: 3/16" = 1'-0"
ADJACENT TENANT
HOST
BAR
ROBATA
KITCHEN
DINING ROOM
STORAGE
TOILET ROOM
TOILET ROOM
OFFICE
ALLEY
ADJACENT TENANT
ARCHITECTURAL SITE PLAN
HACHI RESTAURANT
5312 BELTLINE ROAD • ADDISON , TX 75254
A001
24341
06-19-24
1920-SUP

EXHIBIT A

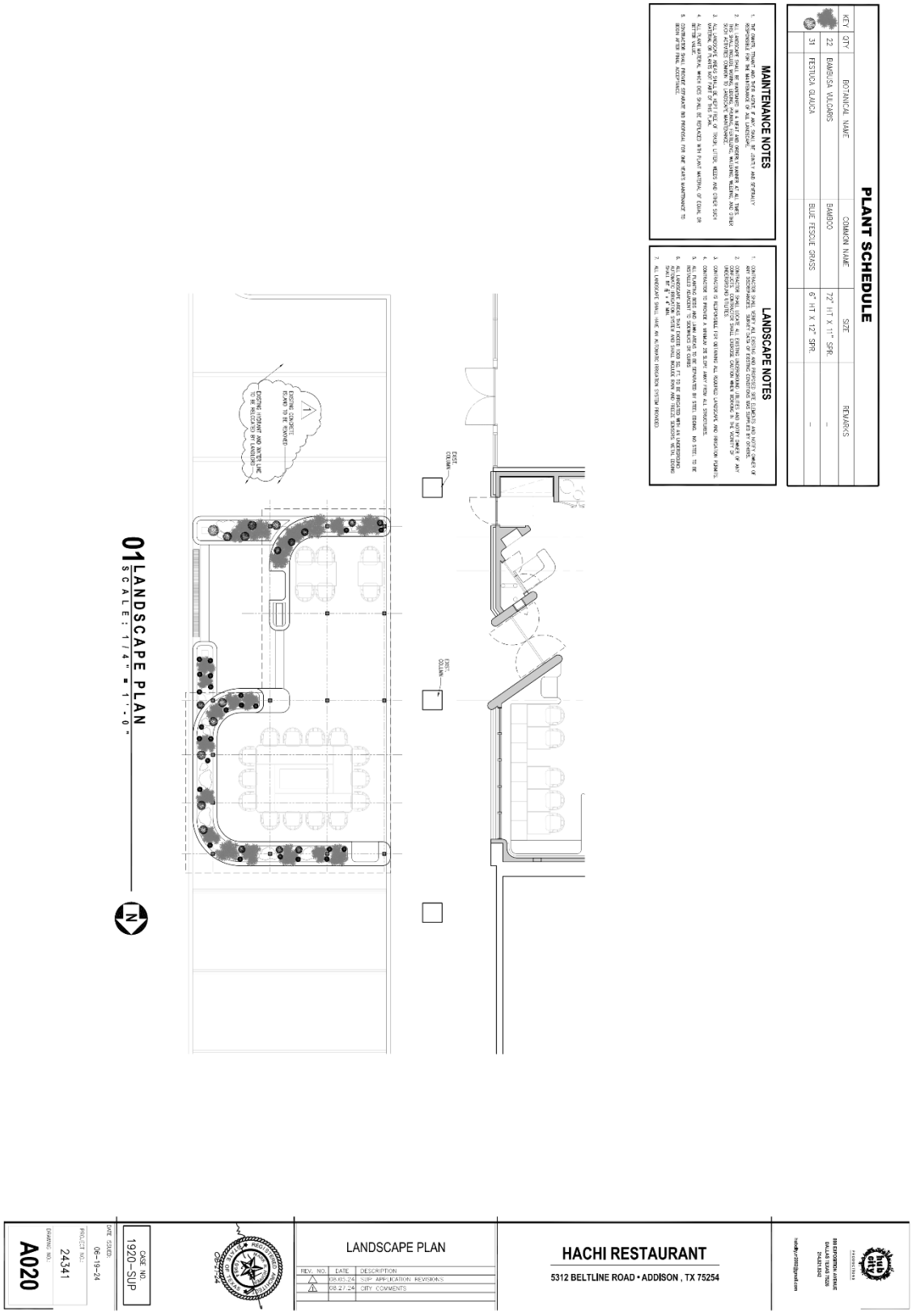

PLANT SCHEDULE
KEY | QTY | BOTANICAL NAME | COMMON NAME | SIZE | REMARKS
22 | BAMBUSA VULGARIS | BAMBOO | 72" HT X 1\" SPR. | --
31 | FESTUCA GLAUCA | BLUE FESCUE GRASS | 6" HT X 12" SPR. | --
MAINTENANCE NOTES
LANDSCAPE NOTES
EXISTING COLUMN
EXISTING PLANTER AND WATER LINE TO BE REMOVED BY LANDSCAPER
EXISTING PLANTER AND WATER LINE TO BE REMOVED BY LANDSCAPER
EXISTING PLANTER AND WATER LINE TO BE REMOVED BY LANDSCAPER
01 LANDSCAPE PLAN
SCALE: 1/4" = 1'-0"
LANDSCAPE PLAN
REV. NO. | DATE | DESCRIPTION
08.07.24 | SUP APPLICATION REVISIONS
08.27.24 | CITY COMMENTS
HACHI RESTAURANT
5312 BELTLINE ROAD • ADDISON , TX 75254
CASE NO. 1920-SUP
DATE ISSUED: 06-19-24
PROJECT NO.: 24341
DRAWING NO.: A020

EXHIBIT A

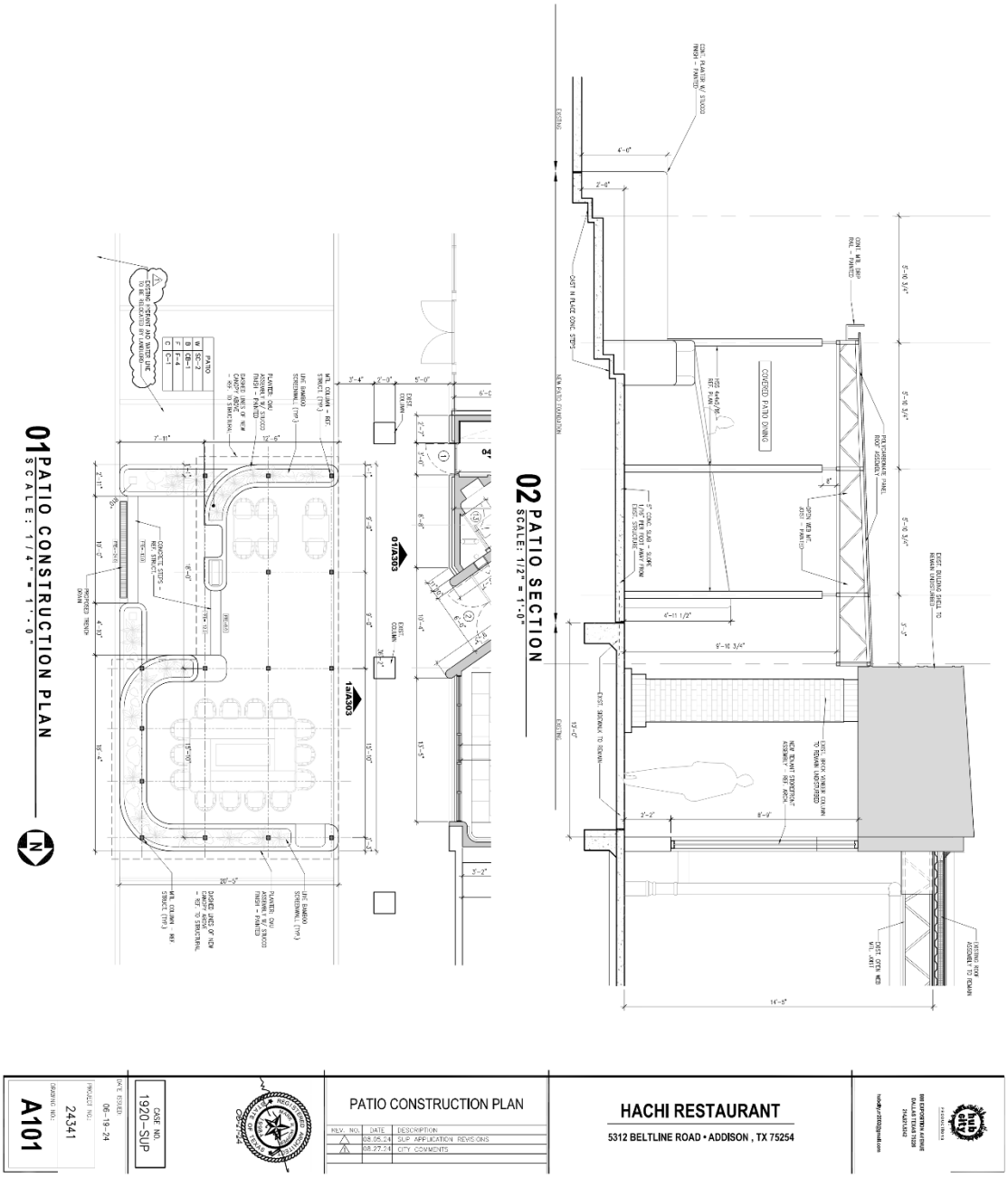
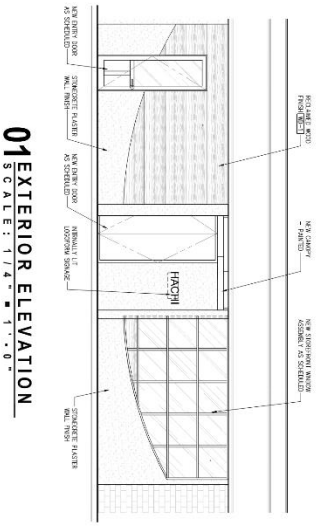
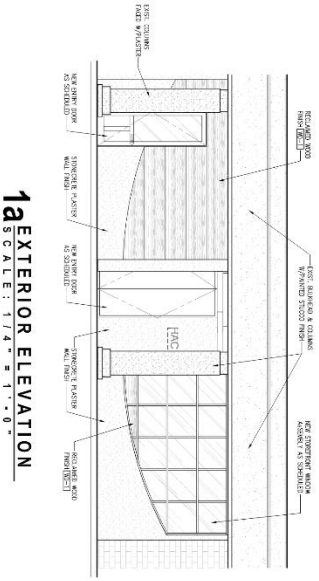

01 PATIO CONSTRUCTION PLAN
SCALE: 1/4" = 1'-0"
02 PATIO SECTION
SCALE: 1/2" = 1'-0"
COVERED PATIO DINING
PATIO CONSTRUCTION PLAN
HACHI RESTAURANT
5312 BELTLINE ROAD • ADDISON , TX 75254
A101
1920-SUP
08-19-24
24341

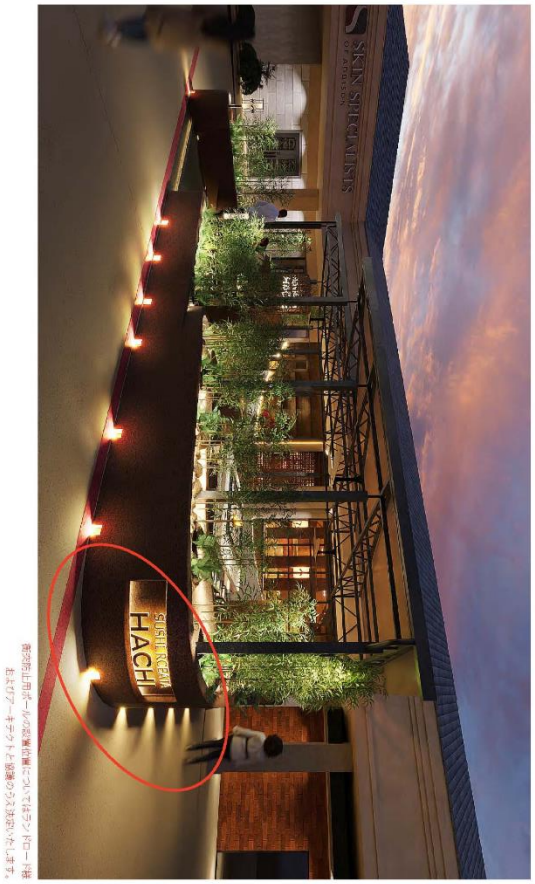
EXHIBIT A



01 EXTERIOR ELEVATION
SCALE: 1/4" = 1'-0"



1a EXTERIOR ELEVATION
SCALE: 1/4" = 1'-0"



FACADE PLAN

REV. NO.	DATE	DESCRIPTION
1	08.01.24	SUP APPLICATION REVISIONS
2	08.27.24	CITY COMMENTS

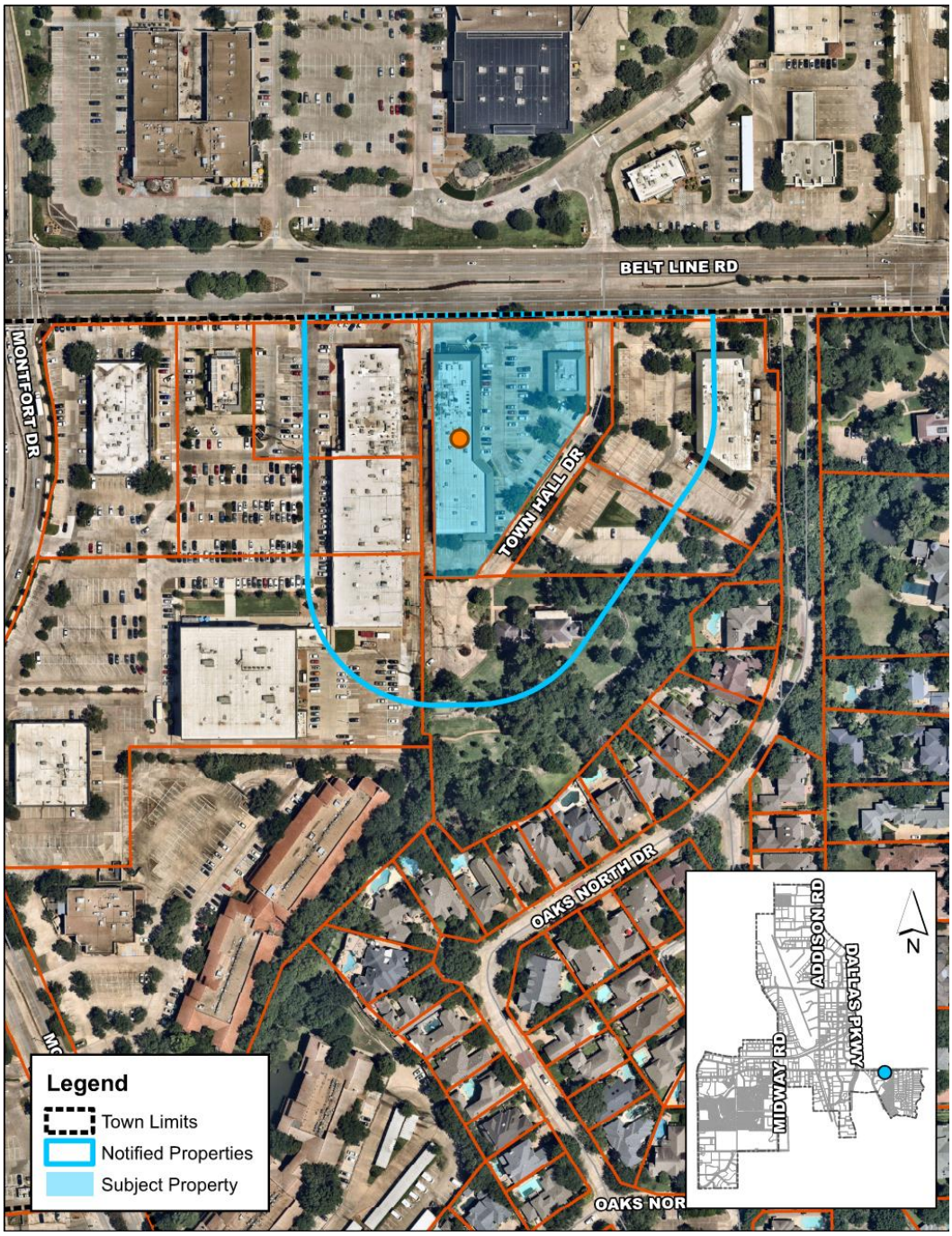
HACHI RESTAURANT
5312 BELTLINE ROAD • ADDISON, TX 75254

CASE NO. 1920-SUP
DATE ISSUED: 06-19-24
PROJECT NO: 24341
DRAWING NO: A303

1923-SUP

PUBLIC HEARING Case 1920-SUP/5312 Belt Line Road (Hachi Restaurant). Hold a public hearing, present, discuss, and consider action on a request for a Special Use Permit (SUP) for property located at 5312 Belt Line Road, that is currently zoned Planned Development (PD), through Ordinance No. 496, to allow a restaurant with the sale of alcoholic beverages for on-premises consumption.

LOCATION MAP



September 17, 2024

STAFF REPORT

RE:	Case 1920-SUP/5312 Belt Line Road (Hachi Restaurant)
LOCATION:	5312 Belt Line Road
REQUEST:	Approval of a Special Use Permit (SUP) for a restaurant with the sale of alcoholic beverages for on-premises consumption. (Application Date: 06/27/2024)
APPLICANT:	Robert Romano, Hub City Productions, LLC

DISCUSSION:

Background: The subject property is located at 5312 Belt Line Road, which is located within the Town Hall Square Shopping Center. The proposed restaurant would occupy a currently vacant suite within the center, generally situated towards the southern portion of the property. The property is zoned Planned Development (PD), Ordinance No. 496.

Hachi Sushi & Robata Restaurant is a casual full-service restaurant featuring Japanese cuisine. The operator has similar concepts in California and Texas. The restaurant proposes to utilize an existing 2,600 square foot suite within the retail center. A new patio is proposed at the front of the building, which will provide 745 square feet of outdoor dining space. Hachi proposes to offer alcoholic beverages for on-premises consumption. The proposed operating hours are 5:00 pm – 11:00 pm, seven days a week. It is anticipated that Hachi will have 4-5 full time employees and 5-10 part-time employees.

The zoning 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, Hachi proposes interior and exterior alterations to the suite and the addition of a new covered patio. The covered patio will be constructed what is currently 5 parking spaces. The proposed restaurant will provide seating for approximately 89 individuals (69 indoor and 20 patio seats). The interior floor plan is comprised of kitchen and service areas, a bar, a robata bar, and table, booth, and bar seating throughout. The restaurant will utilize the existing solid waste facilities at the rear of the building.

Parking: PD, Ordinance No. 496, requires restaurants to provide parking at a ratio of 1 space for each 100 square feet of gross floor area and all retail uses provide 1 space for each 200 square feet of gross floor area. With the existing uses and the proposed improvements (removal of 5 parking spaces and 745 square foot patio addition), the parking requirement would be 316

spaces. The proposal would provide 374 spaces, which would exceed the requirement by 58 spaces.

Exterior Facades: The applicant proposes to alter the front façade with new materials and a storefront window. Proposed façade materials include wood, plaster, and stucco. The new outdoor patio structure will be constructed along the east façade, extended from the existing covered walkway. This structure will provide protection from the elements for the outdoor dining area.

Landscaping and Open Space: The proposal includes the removal of an existing landscape island with a fire hydrant to accommodate the new patio. The outdoor dining area includes masonry planters surrounding the patio space, which will also serve as a protective barrier. The new planters will include bamboo and blue fescue grass for additional screening.

RECOMMENDATION: **APPROVAL WITH CONDITION**

The proposal includes activation and reinvestment of the site while offering patio spaces, which is unique in this center. Hachi would occupy a currently vacant suite, furthering the diverse mix of uses within the center. This center currently provides a variety of uses with varying business hours, including restaurants, veterinarian, medical, and entertainment uses, helping to manage peak activity.

Staff recommends approval of these requests, with the following condition:

- There shall be no amplified noise, including speakers, instruments, or other amplifying sound devices used for the outdoor patio that generate audible noise beyond the property line past 10:00 PM.

Case 1920-SUP/5312 Belt Line Road (Hachi Restaurant)

September 17, 2024

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on September 17, 2024, voted to recommend approval of a request for a Special Use Permit (SUP) to allow a restaurant with the sale of alcoholic beverages for on-premises consumption on a property located at 5312 Belt Line Road, which is currently zoned Planned Development (PD), Ordinance No. 496.

Voting Aye: Barker, Braun, Chavez, Copeland, Fansler, Smith, Sommers
Voting Nay: none
Absent: none

SPEAKERS AT THE PUBLIC HEARING:

For: none
On: none
Against: none

HUB CITY PRODUCTIONS

800 EXPOSITION AVENUE • DALLAS TEXAS 75226 • 214.821.8242

LETTER OF INTENT

DATE: 21 JUNE 2024/**REVISED 5 AUGUST 2024**

TO: LESLEY NYP, AICP, CNU-A
DIRECTOR OF DEVELOPMENT & NEIGHBORHOOD SERVICES
TOWN OF ADDISON
16801 WESTGROVE DRIVE
ADDISON, TEXAS 75001

FROM: ROBERT ROMANO

CC: SATURO ANDO, DANA GARVEY & MARK HOPPER

RE: ***HACHI SUSHI & ROBATA RESTAURANT***
5312 BELTLINE ROAD
ADDISON, TX 75254

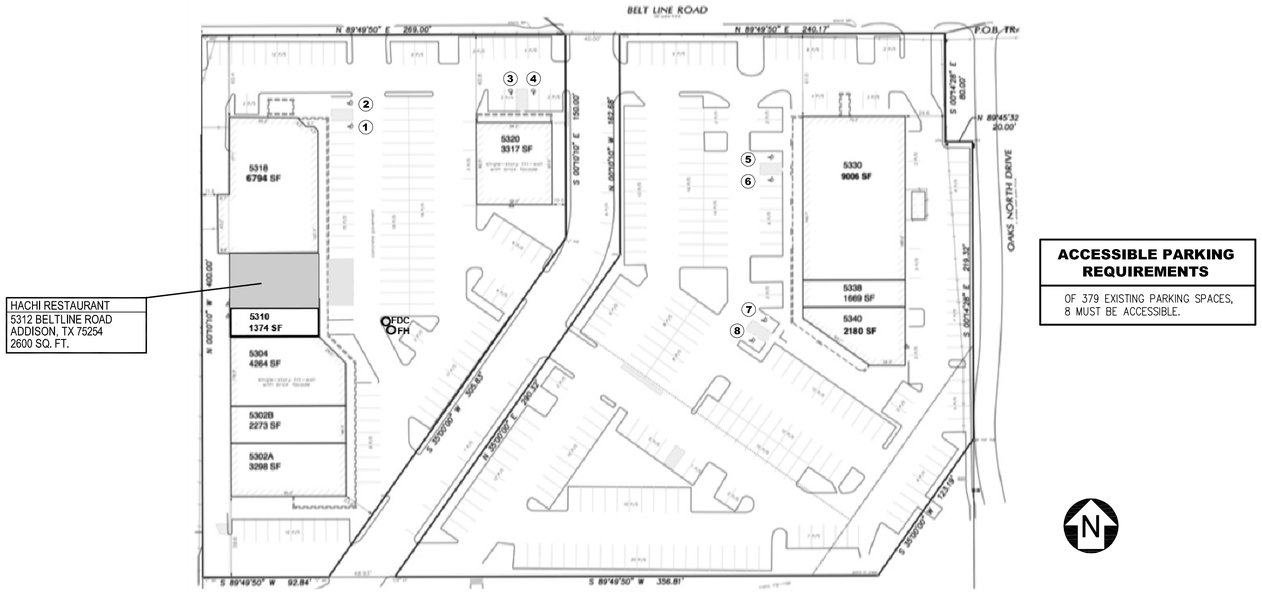
SPECIAL USE PERMIT APPLICATION

This letter of intent is directed towards the opening of the above named restaurant in the Town of Addison. The restaurant is to be constructed in the TOWN HALL SQUARE SHOPPING CENTER and will be an INTERIOR FINISH-OUT project with all new Mechanical, Electrical and Plumbing Equipment. The restaurant will also include a new 745 sq. ft. covered outdoor patio space - which will occupy 5 existing parking spaces (the center currently has an excess of 71 spaces).

HOURS OF OPERATION: **5PM - 11PM DAILY**
NUMBER OF EMPLOYEES: **4-5 FULL TIME EMPLOYEES AND 5-10 PROFESSIONAL PART-TIME EMPLOYEES**

The owners have extensive experience operating restaurants in California and Texas. They are currently running similar concepts in Dallas and Los Angeles. The proposed restaurant in Addison will offer a welcoming and vibrant atmosphere, featuring a mix of modern and classic design elements. The ambiance will be lively yet comfortable, making it an ideal place for casual dining and social gatherings. The restaurant will serve alcohol, provided from the service bar counter.

SITE PLAN

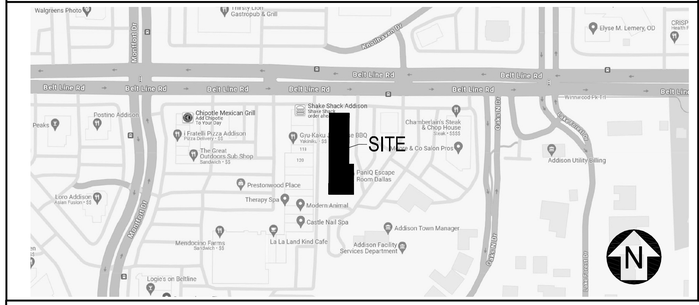


HACHI RESTAURANT
5312 BELTLINE ROAD
ADDISON, TX 75254
2600 SQ. FT.

ACCESSIBLE PARKING REQUIREMENTS

OF 379 EXISTING PARKING SPACES, 8 MUST BE ACCESSIBLE.

VICINITY MAP



PROJECT DIRECTORY

TENANT:
PICO INNOVATE TEXAS, INC.
6136 FRISCO SQUARE BLVD. #400
FRISCO, TX 75034
214.763.2244
CONTACT: SATORU ANDY ANDO

OWNER/LANDLORD:
LAKE FOREST JOINT VENTURE
15280 ADDISON ROAD, SUITE 301
ADDISON, TX 75001
972.628.3464
CONTACT: COLE W SNADON
csnadon@beltwayco.com

ARCHITECT OF RECORD:
MARK HOPPER, AIA
800 EXPOSITION AVENUE
DALLAS, TX 75226
214.821.8242

PROJECT COORDINATOR:
HUB CITY PRODUCTIONS, LLC
800 EXPOSITION AVENUE
DALLAS, TX 75226
214.821.8242
CONTACT: ROBERT ROMANO
hubcity.rr2002@gmail.com

MEP ENGINEER:
DENTON MEP, LLC
300 NORTH CARROLL BLVD. #200
DENTON, TX 76201
940.808.0615
CONTACT: PETER LEPTUCH, P.E. LEED A.P.

GENERAL CONTRACTOR:
T.B.D.

FOOD SERVICE EQUIPMENT:
SHEPHERD FOOD EQUIPMENT
8435 ENDICOTT LANE
DALLAS, TX 75227
972.926.4500
CONTACT: DAVID SHEPHERD, CFSP

STRUCTURAL ENGINEER:
UBS ENGINEERING, LLC
1311 N. CENTRAL EXPRESSWAY
DALLAS TX 75243
469.667.0403
CONTACT: BALIGH SYED, P.E.

RESPONSIBILITY SCHEDULE

		FURNISH BY: EXTERIAL	FURNISH BY: TENANT/VENDOR	FURNISH BY: GENERAL CONTRACTOR	INSTALL BY: TENANT/VENDOR	INSTALL BY: GENERAL CONTRACTOR	REMARKS
SHELL	EXTERIOR FINISHING SYSTEM/PAINT	●					REFER TO EXTERIOR ELEVATION
	UTILITY SERVICES TO BLDG.						ELECTRIC – GAS – WATER – SEWER
	FIRE PROOFING						OR AS REQUIRED BY LOCAL CODE
	INSULATION						UNLESS NOTED OTHERWISE
	METAL FRAMING/DECKING						UNLESS NOTED OTHERWISE
	STOREFRONT SIGNAGE						FURN/INSTALL BY TENANT'S SIGN VENDOR
	REAR EXIT DOOR						REPLACE EXISTING – REFER TO CONSTRUCTION PLAN A100
GENERAL	STOREFRONT DOORS, GLASS & FRAMING						REPLACE EXISTING – REFER TO CONSTRUCTION PLAN A100
	DEMISING PARTITION						
	INTERIOR METAL/WOOD DOORS AND FRAMES						REFER TO CONSTRUCTION PLAN A100
	ALL HARDWARE						UNLESS NOTED OTHERWISE
	INTERIOR PARTITIONS & CEILING TAPE/BED						REFER TO CONSTRUCTION PLAN A100
	INTERIOR GRAPHICS & SIGNAGE						FURN/INSTALL BY TENANT'S SIGN VENDOR
	ELECTRIC SERVICE TO SPACE						UNLESS NOTED OTHERWISE
	ADDITIONAL GENERAL ELECTRICAL WIRING						
	STEP-DOWN TRANSFORMER						PER MEP ENGINEERING DOCUMENTS
	TELEPHONE & DATA CABLING						UNLESS NOTED OTHERWISE
	TELEPHONE CONDUIT (PULL WIRE)						UNLESS NOTED OTHERWISE
	LIGHT FIXTURES & LAMPS						UNLESS NOTED OTHERWISE
	EMERGENCY LIGHTS & EXIT SIGNS						PER LOCAL CODE
	MECHANICAL EQUIPMENT						PER MEP ENGINEERING DOCUMENTS
	MECHANICAL AIR TO SPACE						PER MEP ENGINEERING DOCUMENTS
	MECHANICAL SUPPLY & RETURN DUCTING						PER MEP ENGINEERING DOCUMENTS
	MECHANICAL CONTROLS						PER MEP ENGINEERING DOCUMENTS
	FIRE EXTINGUISHERS						PER LOCAL CODE
	FIRE ALARM SYSTEM	●					PER LOCAL CODE
	FIRE SPRINKLER SYSTEM	●					TERMINATE SPRINKLER HEADS IN NEW FINISHED PER CODE REQUIREMENT
	PLUMBING (WASTE, VENT & WATER) TO SPACE	●					
	NEW PLUMBING PIPING						PER MEP ENGINEERING DOCUMENTS
	NEW PLUMBING FIXTURES & ACCESSORIES						PER MEP ENGINEERING DOCUMENTS

		FURNISH BY: EXTERIAL	FURNISH BY: TENANT/VENDOR	FURNISH BY: GENERAL CONTRACTOR	INSTALL BY: TENANT/VENDOR	INSTALL BY: GENERAL CONTRACTOR	REMARKS
FINISHES	QUARRY TILE @ KITCHEN & SERVICE BAR			●		●	PER OWNER SPECIFICATIONS
	STONECRETE RESIN FLOORING			●		●	PER OWNER SPECIFICATIONS
	STONECRETE EXPOSED AGGREGATE WALLCOVERING			●		●	PER OWNER SPECIFICATIONS
	PAINT			●		●	PER OWNER SPECIFICATIONS
	CERAMIC TILE THROUGHOUT			●		●	PER OWNER SPECIFICATIONS
	DISTRESSED WOOD COUNTERTOPS THROUGHOUT			●		●	PER OWNER SPECIFICATIONS
	WOVEN WOOD WALLCOVERING @ DINING ROOM CEILING			●		●	PER OWNER SPECIFICATIONS
EQUIPMENT	FOOD SERVICE EQUIPMENT		●		●	●	G.C. TO COORDINATE INSTALLATION
	TELEPHONE SYSTEM		●		●		PER OWNER SPECIFICATION
	SECURITY CAMERAS & ALARM SYSTEM		●		●		PER OWNER SPECIFICATION
	COMPUTER SYSTEMS/DATA LINE		●		●		G.C. (CAT 5 WIRE ONLY) – TERMINATIONS BY LOW VOLTAGE VENDOR
	P.O.S. EQUIPMENT		●		●		PER OWNER SPECIFICATIONS
	TRASH RECEPTACLES		●		●	●	G.C. TO COORDINATE INSTALLATION
	MOP SINK			●		●	PER OWNER SPECIFICATION
	CUSTOM LIGHT FIXTURES @ DINING ROOM	●				●	G.C. TO COORDINATE INSTALLATION
	GREASE INTERCEPTOR			●		●	PER MEP ENGINEERING DOCUMENTS
MISCELLANEOUS	CUSTOM MILLWORK THROUGHOUT			●		●	MILLWORK VENDOR
	CUSTOM UPHOLSTERED BANQUETTE SEATING			●		●	MILLWORK VENDOR
	LOOSE FURNITURE/SEATING	●				●	G.C. TO COORDINATE INSTALLATION
	TOILET ROOM ACCESSORIES – GRAB BARS/COAT HOOK			●		●	UNLESS NOTED OTHERWISE
	PAPER TOWEL DISP./TOILET PAPER DISP./BABY CHANGING STATION		●			●	PER OWNER SPECIFICATIONS

DRAWING INDEX

ARCH

A000	PROJECT INFORMATION/SITE PLAN
A001	ARCHITECTURAL SITE PLAN
A020	LANDSCAPE PLAN
A101	PATIO CONSTRUCTION PLAN
A303	FACADE PLAN & ILLUSTRATION

TOWN HALL SQUARE PARKING ANALYSIS

WEST BUILDING

Suite	Tenant	RET SF	REST SF	RET REQ 1/200	REST REQ 1/100	TOTAL REQUIRED
5318	BRENTWOOD	0	6819	0.00	69.00	69.00
5312	VAC	0	2610	0.00	27.00	27.00
5310	VAC	0	1374	0.00	14.00	14.00
5304	SKIN SPEC	4260	0	22.00	0.00	22.00
5302B	PANIC RM	2282	0	12.00	0.00	12.00
5302A	SOUTHLAKE	3310	0	12.00	0.00	12.00
		9872	10803	51.00	130.00	161.00

MIDDLE BUILDING

Suite	Tenant	RET SF	REST SF	RET REQ 1/200	REST REQ 1/100	TOTAL REQUIRED
5320	CITI VET	3317	0	17.00	0.00	17.00
		3317	0	17.00	0.00	17.00

EAST BUILDING

Suite	Tenant	RET SF	REST SF	RET REQ 1/200	REST REQ 1/100	TOTAL REQUIRED
5330	CHAMBER	0	7618	0.00	77.00	77.00
5336	CHAMBER-CIG	0	1388	0.00	14.00	14.00
5338	KENT J	1669	0	17.00	0.00	17.00
5340	HOOTEN	2180	0	22.00	0.00	22.00
		3849	9006	39.00	91.00	130.00

ALL BUILDINGS	TOTAL SF	RET SF	REST SF	RET REQ 1/200	REST REQ 1/100	TOTAL REQUIRED
	36847	17038	19809	107	201	308.00
					PARK ON SITE	379
				DEFICIT/ EXCESS		71
				REQ FOR 100% RESTAURANT ON SITE		369.00

GENERAL NOTES

1. THE FOLLOWING NOTES SHALL APPLY TO, AND GOVERN, ALL DRAWINGS AND SPECIFICATIONS UNLESS OTHERWISE NOTED.
2. THE WORK DELINEATED IN THESE DRAWINGS SHALL CONFORM TO ALL APPLICABLE FEDERAL, STATE AND LOCAL CODES, STANDARDS AND REGULATIONS.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING EXISTING CONDITIONS AT THE JOB SITE PRIOR TO SUBMISSION OF BIDS. PRIOR TO CONSTRUCTION, CONTRACTOR TO VERIFY ALL DIMENSIONS WITHIN THIS DOCUMENT.
4. DRAWINGS ARE NOT TO BE SCALED.
5. DETAILS SHALL BE CONSIDERED TYPICAL AT SIMILAR CONDITIONS UNLESS OTHERWISE NOTED.
6. SAFETY MEASURES: THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING MEANS, METHODS, SCHEDULING AND SAFETY OF THE CONSTRUCTION PROCESS. THIS SHALL INCLUDE ALL NECESSARY INDEPENDENT ENGINEERING REVIEW AND TESTING AS REQUIRED.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTAINMENT OF ALL DUST AND CONSTRUCTION DEBRIS SO AS NOT TO INCONVENIENCE OTHER PROPERTIES.
8. DIMENSIONS ARE TYPICALLY FROM FACE OF FINISH UNLESS OTHERWISE NOTED.
9. OMITTED.
10. MATERIALS WITH A FLAME SPREAD OF GREATER THAN 200 SHALL NOT BE USED.

CODE INFORMATION

TOTAL SQUARE FOOTAGE 2600 S.F.
FULLY–SPRINKLERED

APPLICABLE CODES

BUILDING:	2021 INTERNATIONAL BUILDING CODE W/ AMENDMENTS
MECHANICAL:	2021 INTERNATIONAL MECHANICAL CODE W/ AMENDMENTS
PLUMBING:	2021 INTERNATIONAL PLUMBING CODE W/ AMENDMENTS
ELECTRICAL:	2020 NATIONAL ELECTRIC CODE W/ AMENDMENTS
FIRE:	2021 INTERNATIONAL FIRE CODE W/ AMENDMENTS
FUEL & GAS:	2021 INTERNATIONAL FUEL & GAS CODE W/ AMENDMENTS
ACCESSIBILITY:	2012 TAS
ENERGY:	2021 INTERNATIONAL ENERGY CONSERVATION CODE W/ AMENDMENTS

CONSTRUCTION TYPE: II–B

OCCUPANCY: A–2

OCCUPANT LOAD:

DINING + BAR AREA:	1043/15 = 70
KITCHEN:	641/200 = 3
SERVICE + TOILET AREA:	916/100 = 9
TOTAL OCCUPANT LOAD	82

EXIT REQUIREMENTS:

MINIMUM ACCESS DOORWAYS:	2
ACTUAL ACCESS DOORWAYS:	3

TDLR PROJECT REGISTRATION # TABS2024021467

*PROJECT DESCRIPTION: INTERIOR FINISH–OUT OF EXISTING STRIP CENTER LEASE SPACE. EXISTING & NEW ELECTRICAL MECHANICAL AND PLUMBING EQUIPMENT.

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800 EXPOSITION AVENUE
DALLAS TEXAS 75226
214.821.8242
hubcity.rr2002@gmail.com

HACHI RESTAURANT
5312 BELTLINE ROAD • ADDISON, TX 75254

SITE PLAN & PROJECT INFORMATION

REV. NO.	DATE	DESCRIPTION
1	08.05.24	SUP APPLICATION REVISIONS
2	08.27.24	CITY COMMENTS

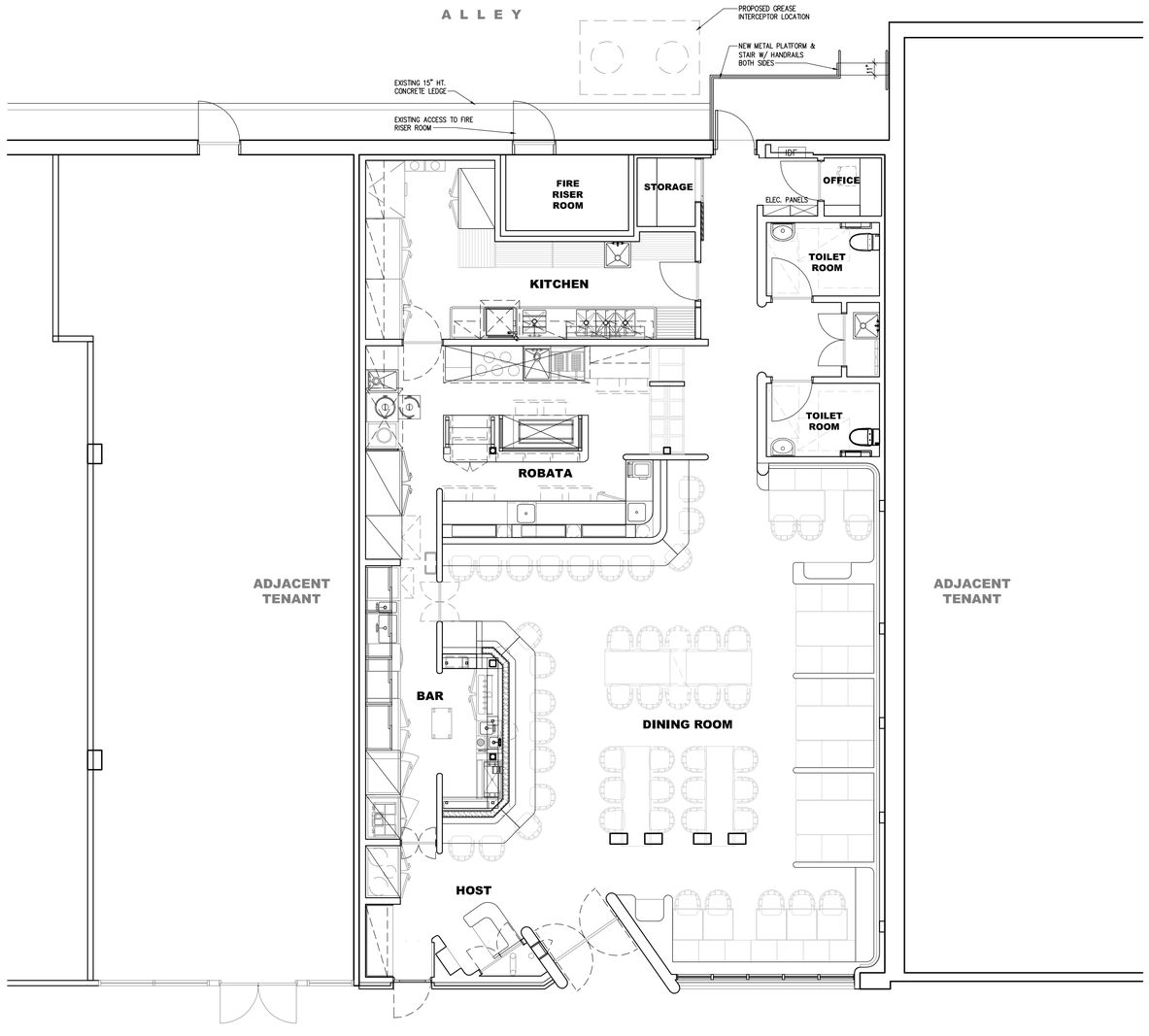
REGISTERED ARCHITECT MARK R. HOPPER 19984 STATE OF TEXAS
08-27-24

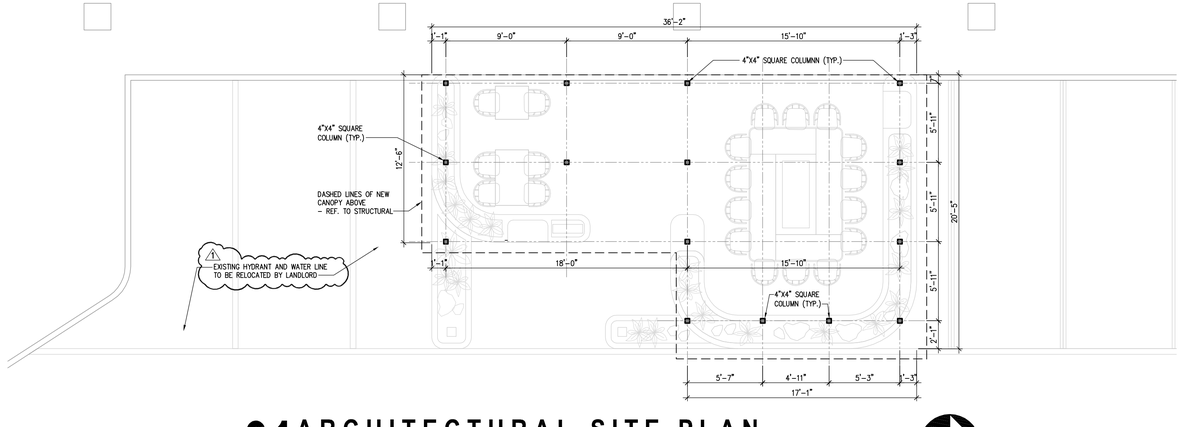
CASE NO.
1920–SUP

DATE ISSUED:
06–19–24

PROJECT NO.:
24341

DRAWING NO.:
A000





56 SEATS DINING
9 SEATS SERVICE BAR
10 SEATS ROBATA BAR
20 SEATS PATIO

95 TOTAL SEATS

2600 SQ. FT.

01 ARCHITECTURAL SITE PLAN
SCALE: 3/16" = 1'-0"

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HACHI RESTAURANT
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ARCHITECTURAL SITE PLAN

REV. NO.	DATE	DESCRIPTION
1	08.05.24	SUP APPLICATION REVISIONS
2	08.27.24	CITY COMMENTS

REGISTERED ARCHITECT MARK R. HOUSER 19984 STATE OF TEXAS
08-27-24

CASE NO.
1920-SUP

DATE ISSUED:
06-19-24

PROJECT NO.:
24341

DRAWING NO.:
A001

PLANT SCHEDULE

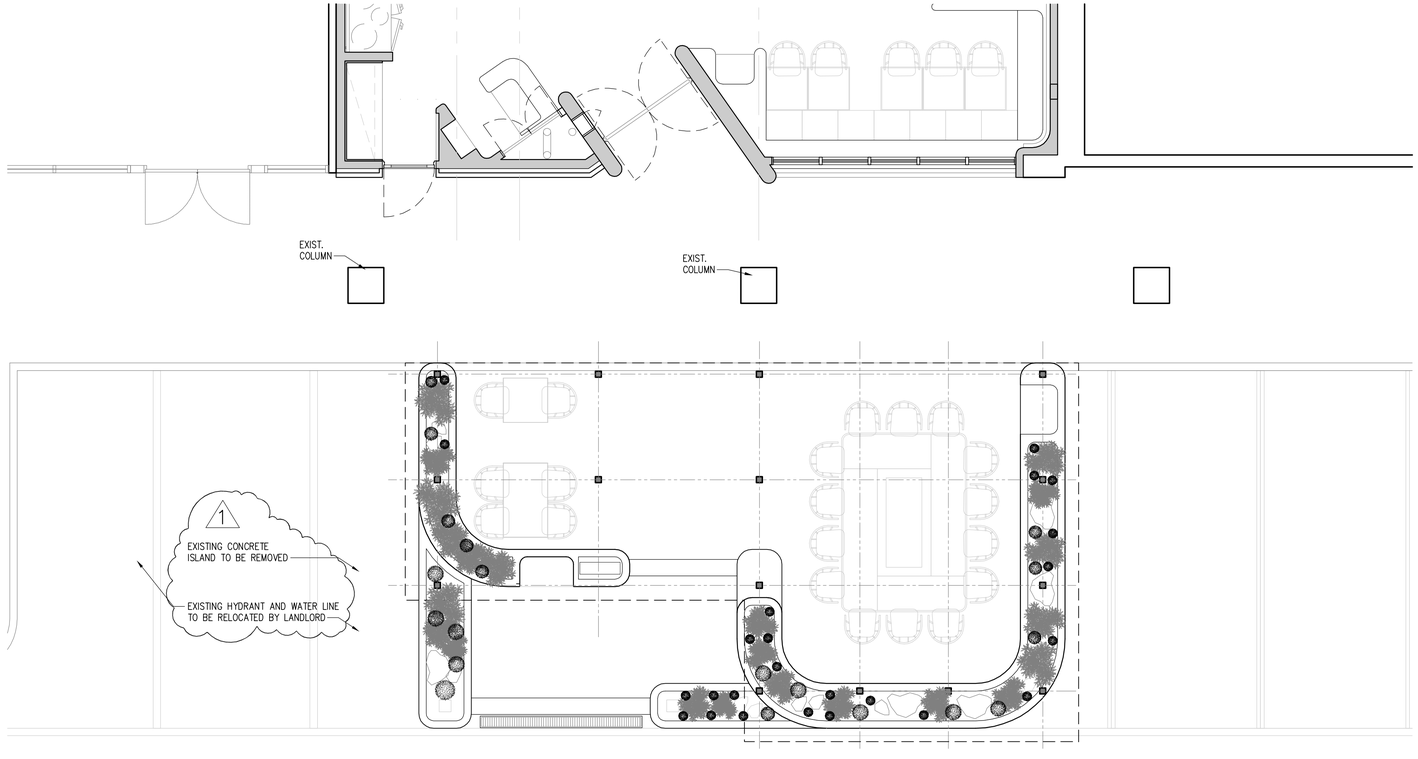
KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
	22	BAMBUSA VULGARIS	BAMBOO	72" HT X 11" SPR.	–
	31	FESTUCA GLAUCA	BLUE FESCUE GRASS	6" HT X 12" SPR.	–

MAINTENANCE NOTES

1. THE OWNER, TENANT AND THEIR AGENT, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE.
2. ALL LANDSCAPE SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE MOWING, EDGING, PRUNING, FERTILIZING, WATERING, WEEDING, AND OTHER SUCH ACTIVITIES COMMON TO LANDSCAPE MAINTENANCE.
3. ALL LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS AND OTHER SUCH MATERIAL OR PLANTS NOT PART OF THIS PLAN.
4. ALL PLANT MATERIAL WHICH DIES SHALL BE REPLACED WITH PLANT MATERIAL OF EQUAL OR BETTER VALUE.
5. CONTRACTOR SHALL PROVIDE SEPARATE BID PROPOSAL FOR ONE YEAR'S MAINTENANCE TO BEGIN AFTER FINAL ACCEPTANCE.

LANDSCAPE NOTES

1. CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY OWNER OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
2. CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY OWNER OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
3. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.
4. CONTRACTOR TO PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
5. ALL PLANTING BEDS AND LAWN AREAS TO BE SEPARATED BY STEEL EDGING. NO STEEL TO BE INSTALLED ADJACENT TO SIDEWALKS OR CURBS
6. ALL LANDSCAPE AREAS THAT EXCEED 1000 SQ. FT. TO BE IRRIGATED WITH AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM AND SHALL INCLUDE RAIN AND FREEZE SENSORS. METAL EDGING SHALL BE $\frac{1}{8}$" x 4" MIN.
7. ALL LANDSCAPE SHALL HAVE AN AUTOMATIC IRRIGATION SYSTEM PROVIDED.



01 LANDSCAPE PLAN
SCALE: 1/4" = 1'-0"

N

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214.821.8242
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HACHI RESTAURANT

5312 BELTLINE ROAD • ADDISON, TX 75254

LANDSCAPE PLAN

REV. NO.	DATE	DESCRIPTION
1	08.05.24	SUP APPLICATION REVISIONS
2	08.27.24	CITY COMMENTS

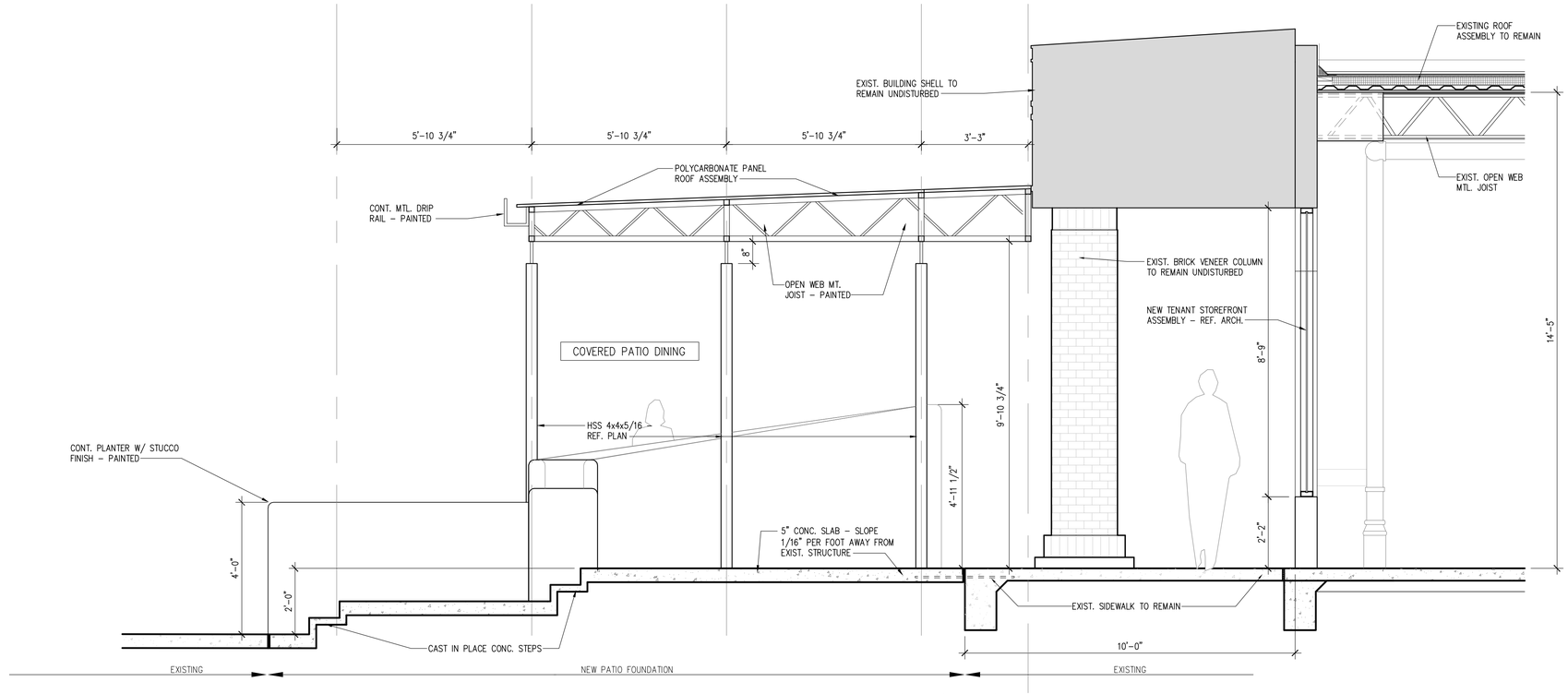
REGISTERED ARCHITECT HARRY R. HOOPER 19984 STATE OF TEXAS
08-27-24

CASE NO.
1920–SUP

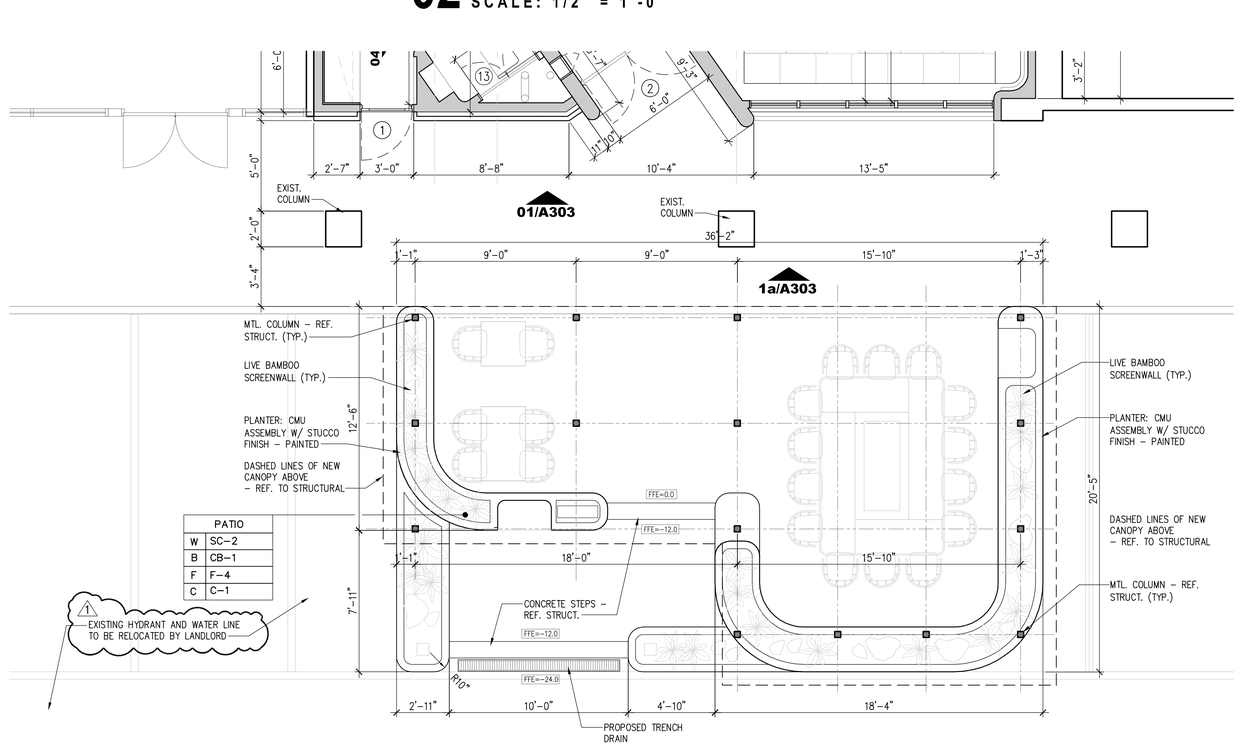
DATE ISSUED:
06–19–24

PROJECT NO.:
24341

DRAWING NO.:
A020



02 PATIO SECTION
SCALE: 1/2" = 1'-0"



01 PATIO CONSTRUCTION PLAN
SCALE: 1/4" = 1'-0"

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HACHI RESTAURANT
5312 BELTLINE ROAD • ADDISON, TX 75254

PATIO CONSTRUCTION PLAN

REV. NO.	DATE	DESCRIPTION
1	06.05.24	SUP APPLICATION REVISIONS
2	06.27.24	CITY COMMENTS

REGISTERED ARCHITECT MARK R. POWERS 19984 STATE OF TEXAS
06-21-24

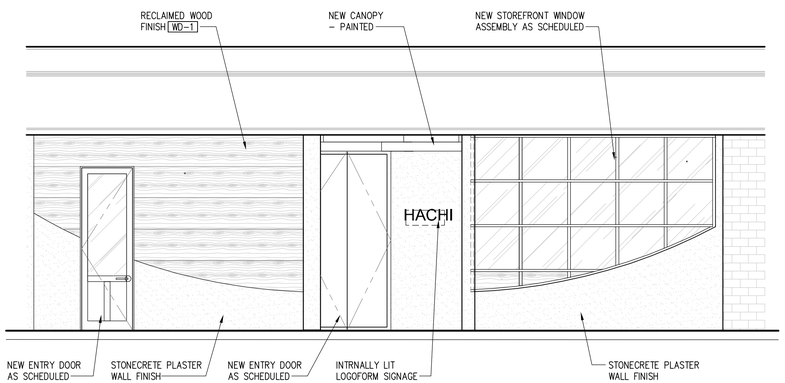
CASE NO.
1920-SUP

DATE ISSUED:
06-19-24

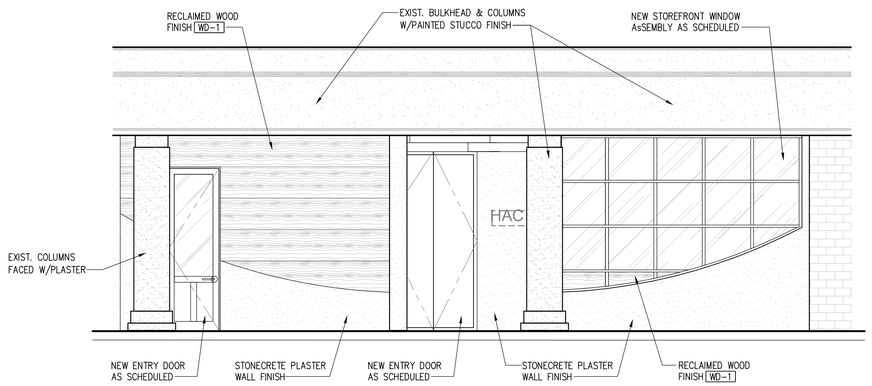
PROJECT NO.:
24341

DRAWING NO.:
A101

衝突防止用ポールの設置位置についてはランドロード様
およびアーキテクトと協議のうえ決定いたします。



01 EXTERIOR ELEVATION
SCALE: 1/4" = 1'-0"



1a EXTERIOR ELEVATION
SCALE: 1/4" = 1'-0"

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HACHI RESTAURANT

5312 BELTLINE ROAD • ADDISON, TX 75254

FACADE PLAN

REV. NO.	DATE	DESCRIPTION
1	08.05.24	SUP APPLICATION REVISIONS
2	08.27.24	CITY COMMENTS

REGISTERED ARCHITECT
MARK R. POPPER
1998
STATE OF TEXAS
06-21-24

CASE NO.
1920–SUP

DATE ISSUED:
06–19–24

PROJECT NO.:
24341

DRAWING NO.:
A303

City Council (FY24) **5. b.**

Meeting Date: 10/08/2024

Department: Development Services

AGENDA CAPTION:

Hold a public hearing, present, discuss, and consider action on a request to amend Special Use Permit (SUP), Ordinance No. 022-26, for property located at 4580 Belt Line Road, that is currently zoned Local Retail (LR), to allow modifications to the development plan. Case 1921-SUP/4580 Belt Line Road (Toasted Yolk SUP Amendment).

BACKGROUND:

The Addison Planning and Zoning Commission, meeting in regular session on September 17, 2024, voted to recommend approval of a request for a Special Use Permit (SUP) Amendment to allow modifications to the development plans for an existing restaurant on a property located at 4580 Belt Line Road, which is currently zoned Local Retail (LR).

Voting Aye: Barker, Braun, Chavez, Copeland, Fansler, Smith, Sommers
Voting Nay: none
Absent: none

SPEAKERS AT THE PUBLIC HEARING:

For: none
On: none
Against: none

RECOMMENDATION:

Administration recommends approval.

Attachments

1921-SUP Presentation
1921-SUP Ordinance
1921-SUP Staff Report
1921-SUP Letter of Intent
1921-SUP Plans

Toasted Yolk Special Use Permit Amendment (1921-SUP)

October 8, 2024

Lesley Nyp, Director of Development & Neighborhood Services

Case 1921-SUP Toasted Yolk SUP Amendment

LOCATION:

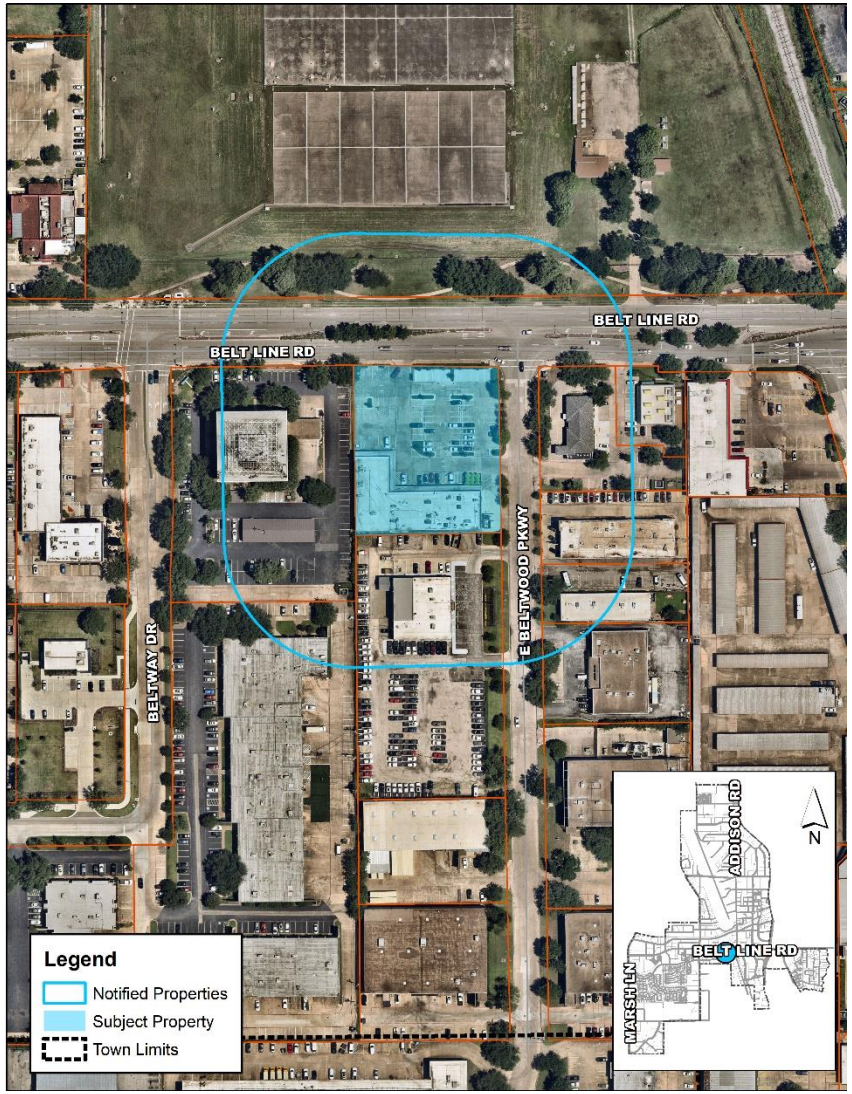
4580 Belt Line Road

REQUEST:

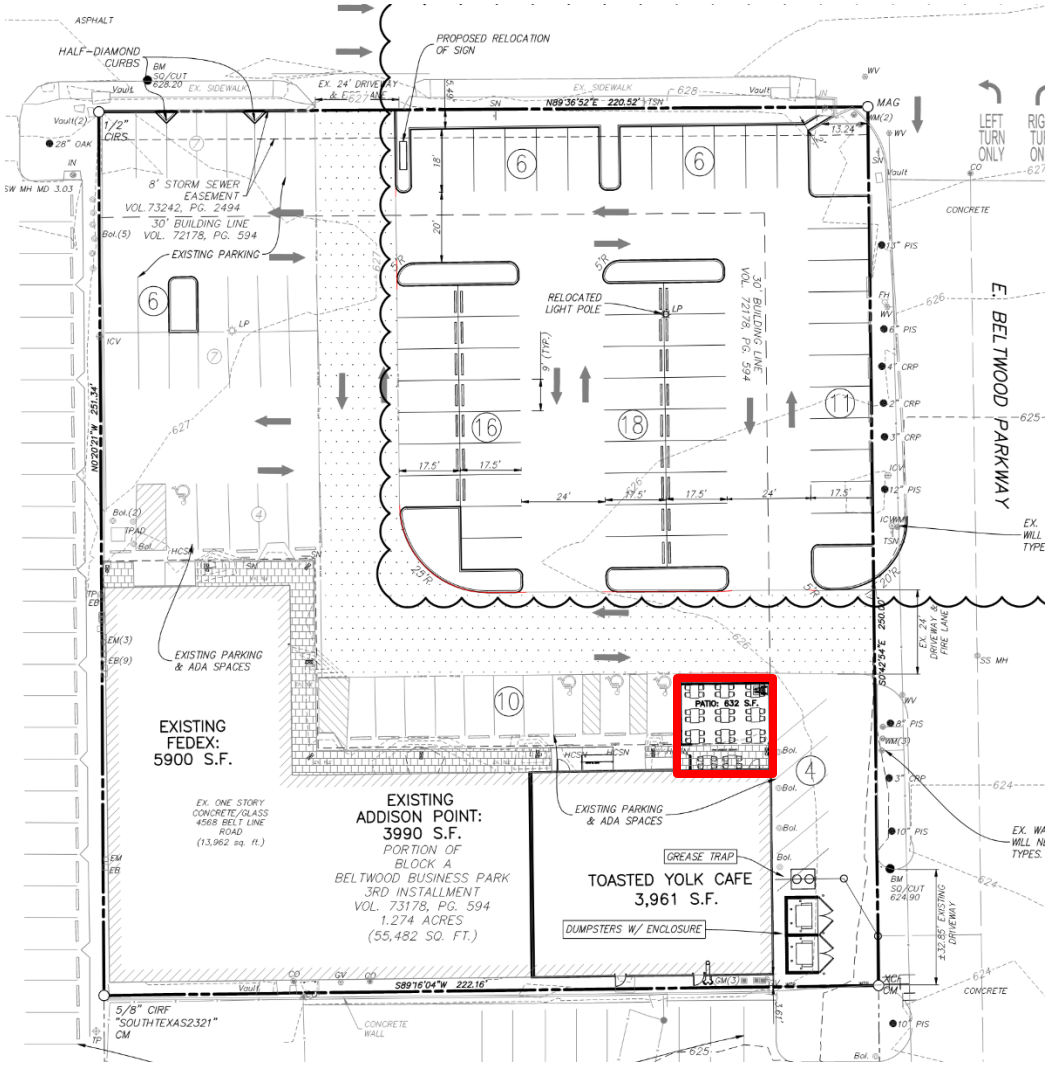
Approval of a Special Use Permit Amendment for an existing restaurant.

ACTION REQUIRED:

Discuss, consider, and take action on the appropriateness of the proposed amendment, and associated site conditions at the subject property.



Case 1921-SUP Toasted Yolk SUP Amendment



PROJECT HISTORY:

1970's – developed as a multi-tenant retail structure

1977– SUP for Addison Point approved

2009 – FedEx store opened

2020 – most recent SUP for Remington's Seafood Grill approved (closed mid-2020)

2022 – Toasted Yolk Café SUP approved via SUP, Ord. No. 022-26.

Present – SUP Amendment to Toasted Yolk Café to add a patio cover

Case 1921-SUP Toasted Yolk SUP Amendment

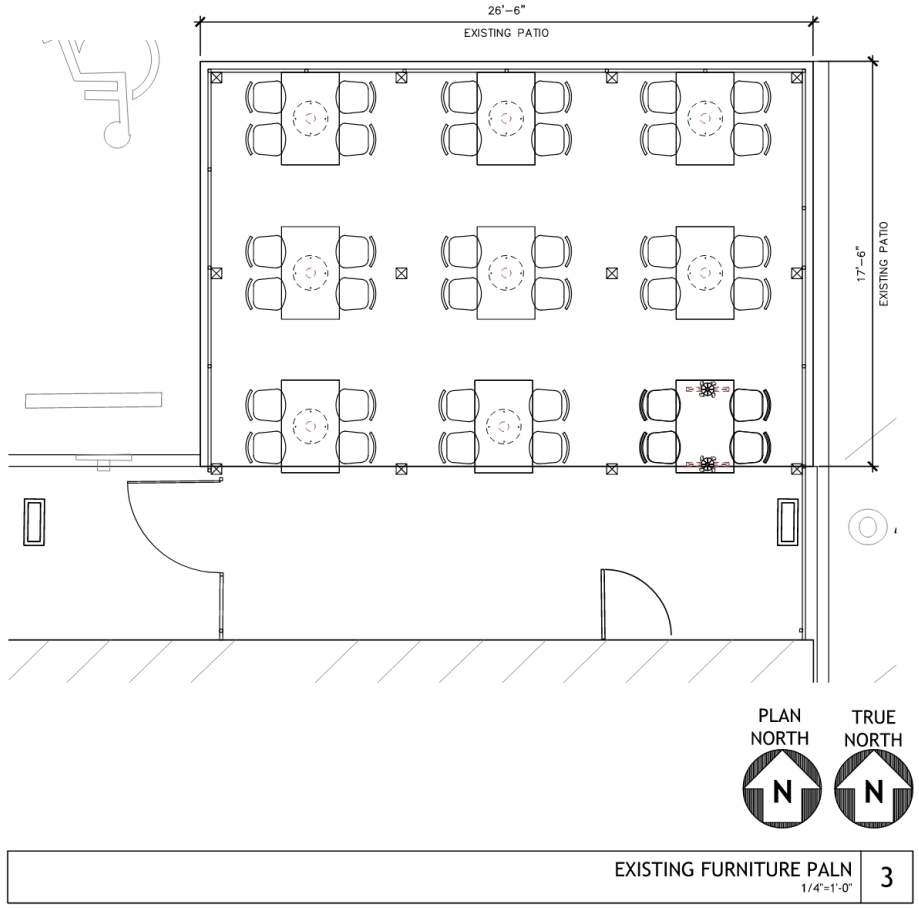
FLOOR PLAN:

No modifications are proposed to the existing programming of the restaurant.

Existing 632 SF patio will be covered with patio structure with ceiling fans.

Seating capacity to remain as is –

- 100 indoors
- 44 outside



PARKING & LANDSCAPING:

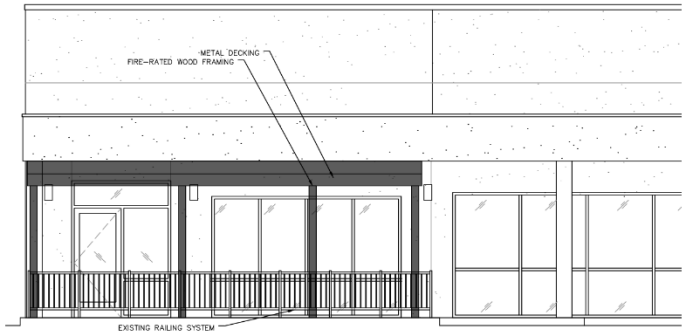
There are no modifications proposed to the parking or landscaping. The site complies with the initial SUP, Ordinance No. 022-26.

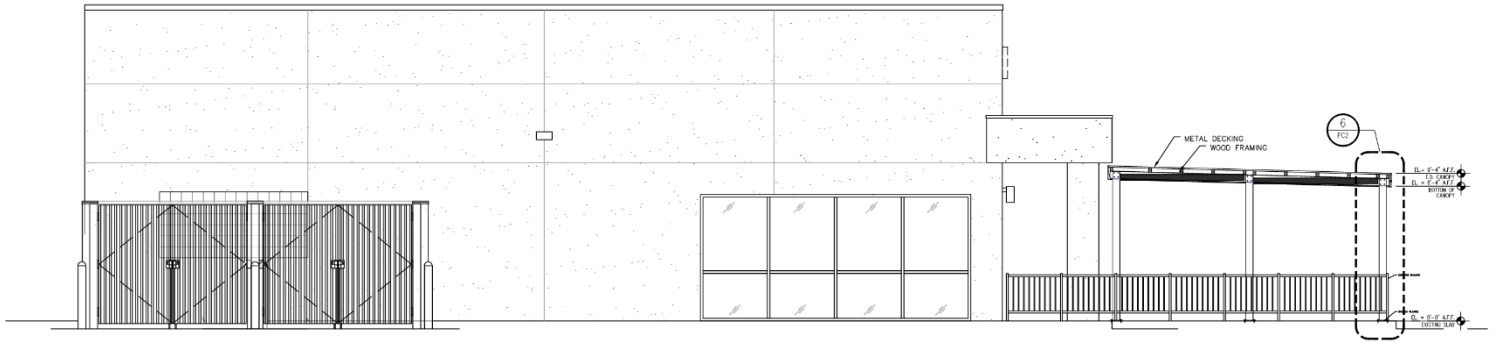
Case 1921-SUP Toasted Yolk SUP Amendment

EXTERIOR APPEARANCE:

- New 632 SF patio structure affixed to existing front façade.
- Patio cover will be open on all sides and constructed of wood with metal roof.
- The existing façade will remain. Existing patio railing will remain.
- The façade plan complies with Town codes.

Existing Facade





Case 1921-SUP Toasted Yolk SUP Amendment

PUBLIC NOTICE:

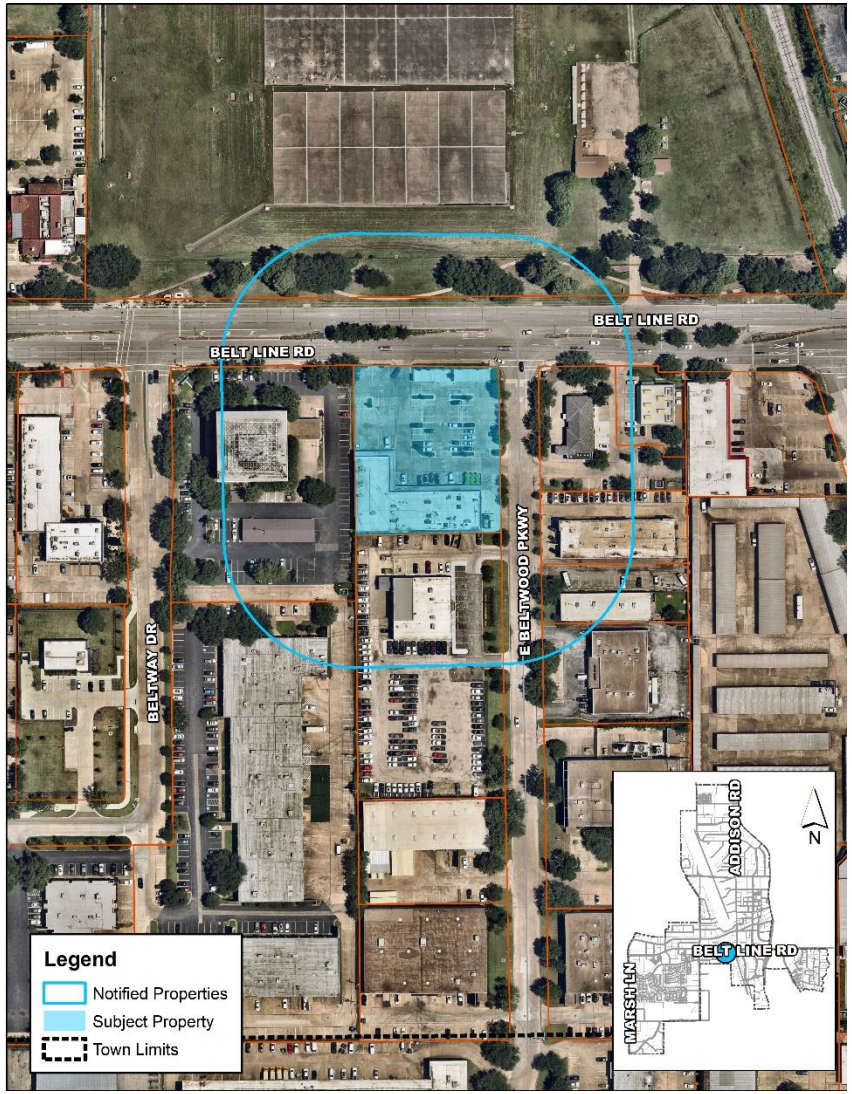
Notice of public hearing was provided to property owners within 200 feet of the subject property in accordance with Town and State law.

NOTICE RECIPIENTS: 10

FOR: 1. (Property Owner)
AGAINST: None.
NEUTRAL: None.

PLANNING & ZONING COMMISSION ACTION:

Approval: 7-0



Case 1921-SUP Toasted Yolk SUP Amendment

RECOMMENDATION:

Staff recommends **approval** of the request.

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE BY AMENDING A SPECIAL USE PERMIT (SUP), ORDINANCE NO. O22-26, FOR TH EPROPERTY LOCATED AT 4580 BELT LINE ROAD, TO AMEND THE DEVELOPMENT PLAN FOR AN EXISTING RESTAURANT WITH THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISES CONSUMPTION; 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 September 17, 2024, the Planning & Zoning Commission considered and made recommendations on a request for a Special Use Permit Amendment (Case No. 1921-SUP) to amend the development plan for an existing restaurant with the sale of alcoholic beverages for on-premises consumption at the property located at 4580 Belt Line Road (the "Subject Property"); and

WHEREAS, the Subject Property is presently zoned Local Retail (LR); 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 amendment to adopt a modified development plan for an existing restaurant with the sale of alcoholic beverages for on-premises consumption for the Subject Property, is hereby granted subject to the following conditions:

(a) The subject property shall be improved in accordance with the site plan and landscape plan, which are attached hereto as **Exhibit A**, and made a part hereof for all purposes.

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 **8*TH*** day of **OCTOBER** ***2024.***

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Valencia Garcia, City Secretary

APPROVED AS TO FORM:

Whitt Wyatt, City Attorney

EXHIBIT A

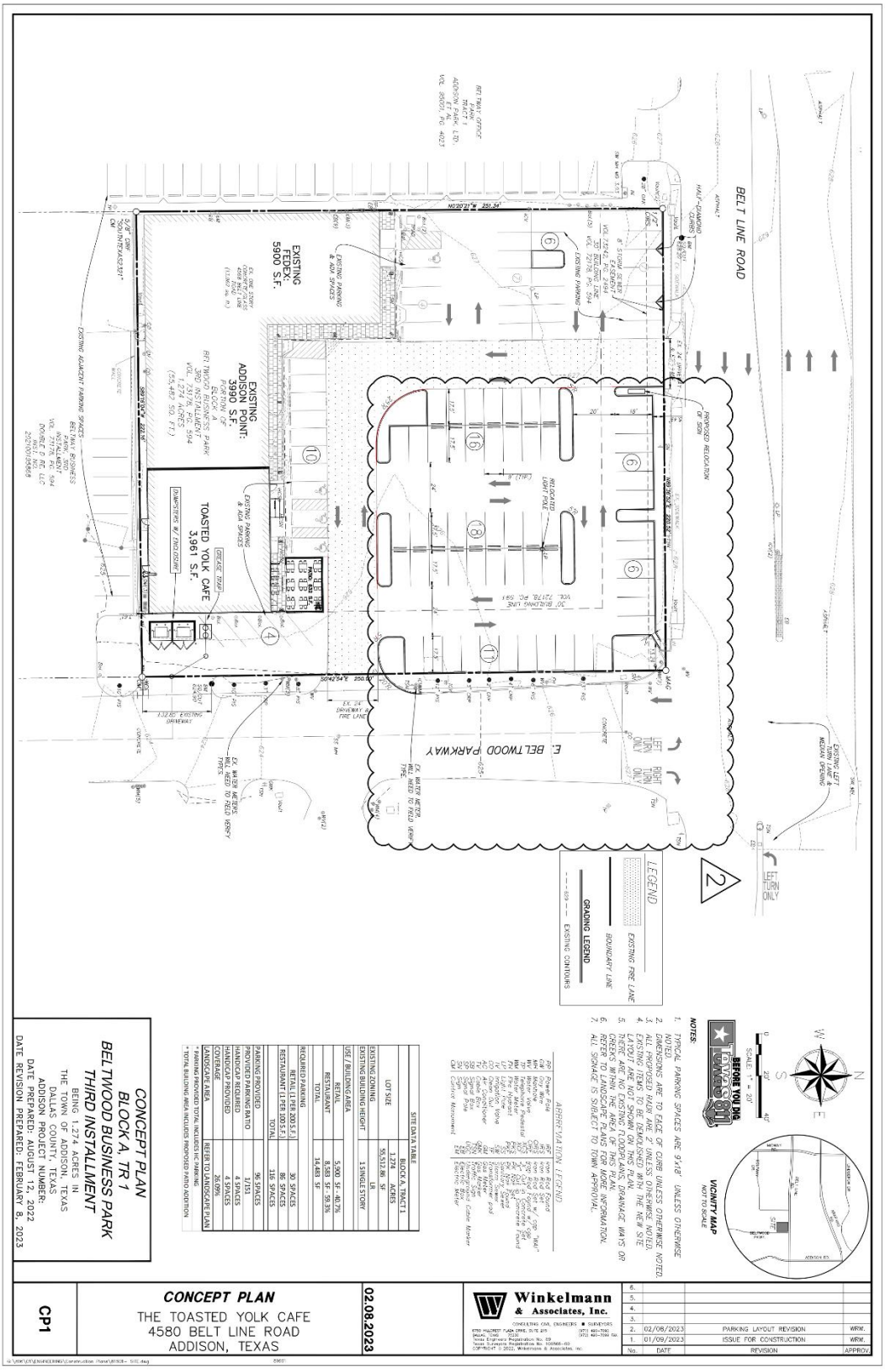
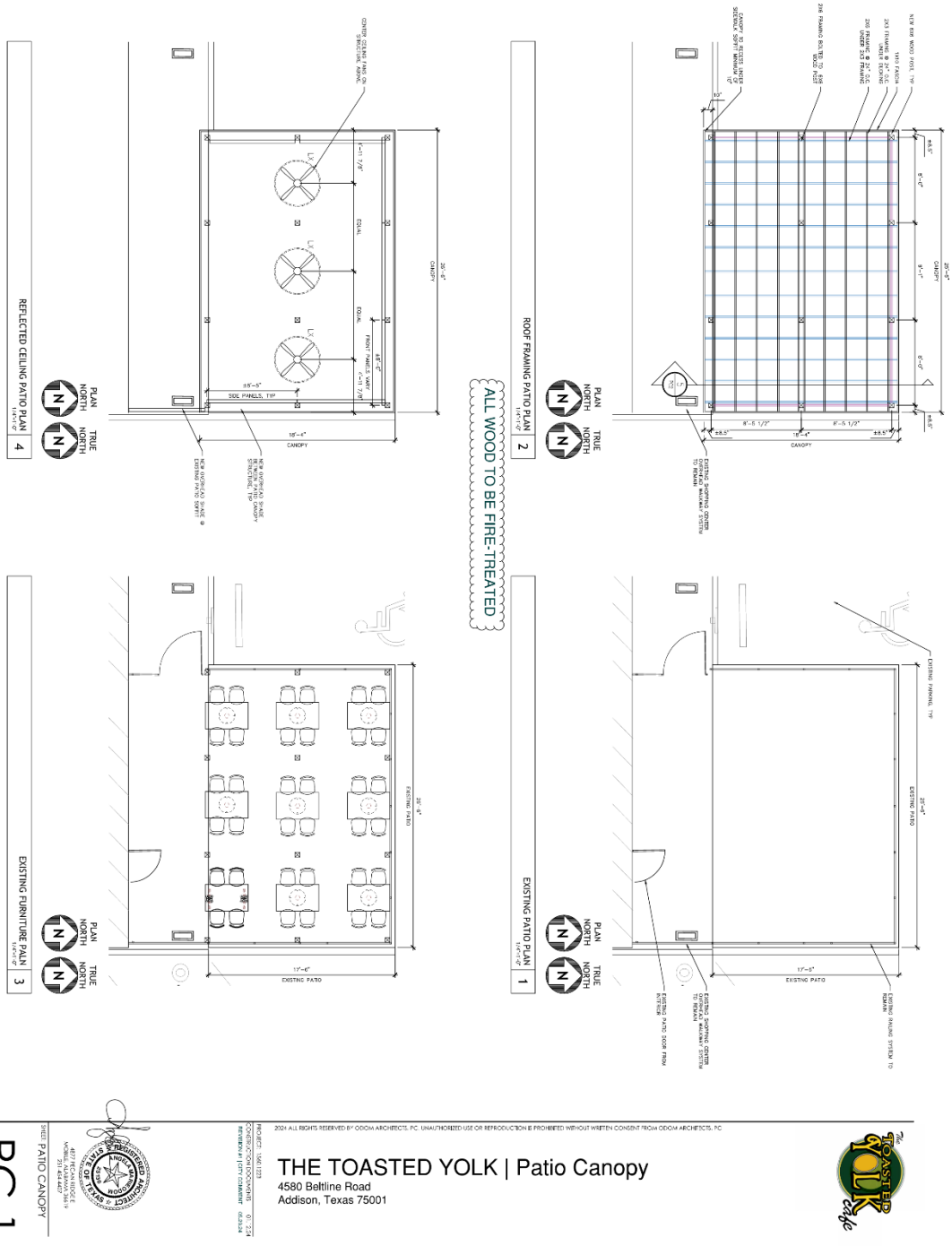
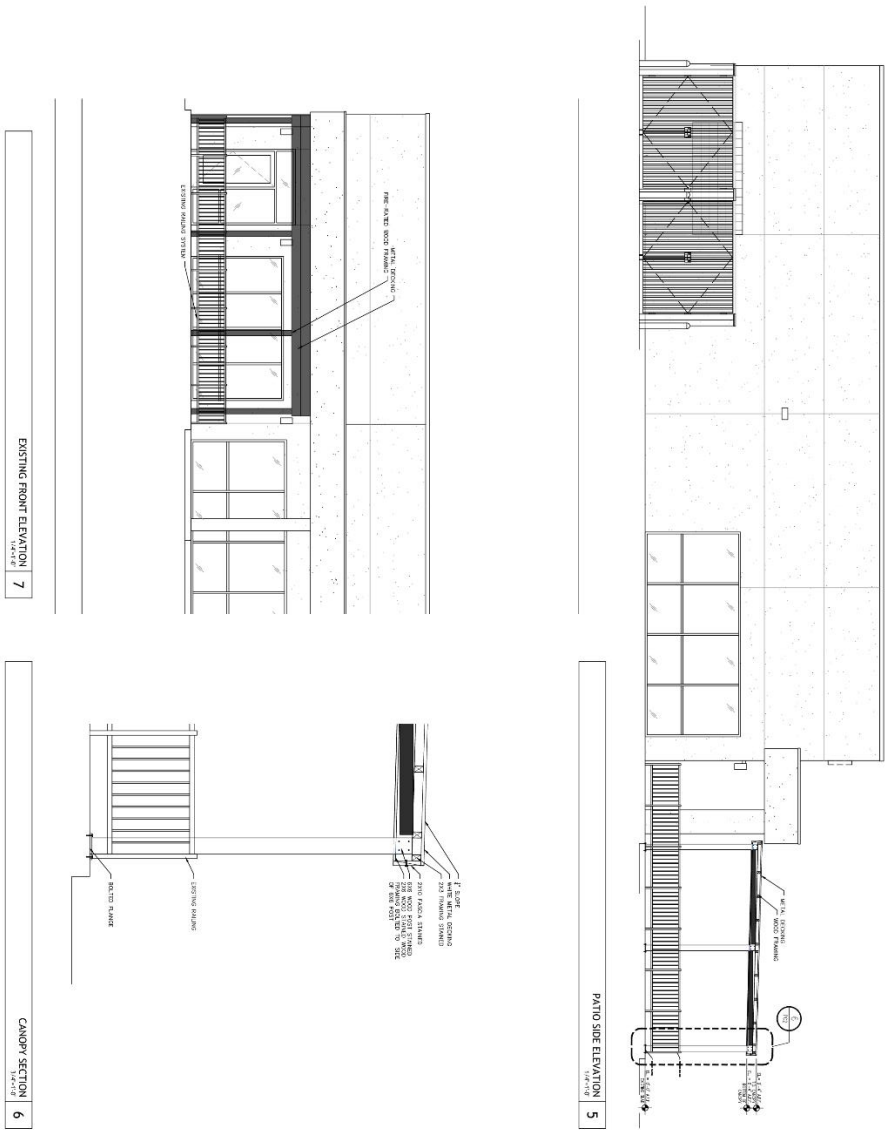

CONCEPT PLAN
BLOCK A, TR 1
BELTWOOD BUSINESS PARK
THIRD INSTALLMENT
BEING 1.274 ACRES IN
THE TOWN OF ADDISON, TEXAS
DALLAS COUNTY, TEXAS
ADDISON PROJECT NUMBER:
DATE PREPARED: AUGUST 12, 2022
DATE REVISION PREPARED: FEBRUARY 8, 2023
CP1
CONCEPT PLAN
THE TOASTED YOLK CAFE
4580 BELT LINE ROAD
ADDISON, TEXAS
02.08.2023
Winkelmann & Associates, Inc.
CONSULTING CIVIL ENGINEERS ■ SURVEYORS
6750 HILLCREST PLAZA DRIVE, SUITE 215
DALLAS, TEXAS 75230
(972) 490-7740
(972) 490-7744 fax
Texas Engineering Registration No. 109
Texas Surveying Registration No. 100968-00
COPYRIGHT © 2022, Winkelmann & Associates, Inc.
No. DATE REVISION APPROV.
1. 01/09/2023 ISSUE FOR CONSTRUCTION WRW
2. 02/08/2023 PARKING LAYOUT REVISION WRW
BELT LINE ROAD
E. BELTWOOD PARKWAY
EXISTING FEDEX 5900 S.F.
EXISTING ADDISON POINT: 3990 S.F.
TOASTED YOLK CAFE 3,961 S.F.
PROPOSED RELOCATION OF SIGN
RELOCATED LIGHT POLE
EX. 24' DRIVEWAY & FIRE LANE
EX. 30' BUILDING LINE VOL. 72178, PG. 594
EX. 8" STORM SEWER
EX. 12" WATER
EX. 6" SANITARY SEWER
EX. 8" SANITARY SEWER
EX. 24" STORM SEWER
EX. 30" STORM SEWER
EX. 36" STORM SEWER
EX. 42" STORM SEWER
EX. 48" STORM SEWER
EX. 54" STORM SEWER
EX. 60" STORM SEWER
EX. 72" STORM SEWER
EX. 84" STORM SEWER
EX. 96" STORM SEWER
EX. 108" STORM SEWER
EX. 120" STORM SEWER
EX. 132" STORM SEWER
EX. 144" STORM SEWER
EX. 156" STORM SEWER
EX. 168" STORM SEWER
EX.

EXHIBIT A



2024 ALL RIGHTS RESERVED BY ODOM ARCHITECTS, PC. UNAUTHORIZED USE OR REPRODUCTION IS PROHIBITED WITHOUT WRITTEN CONSENT FROM ODOM ARCHITECTS, PC

EXHIBIT A



PC.2

PATIO CANOPY

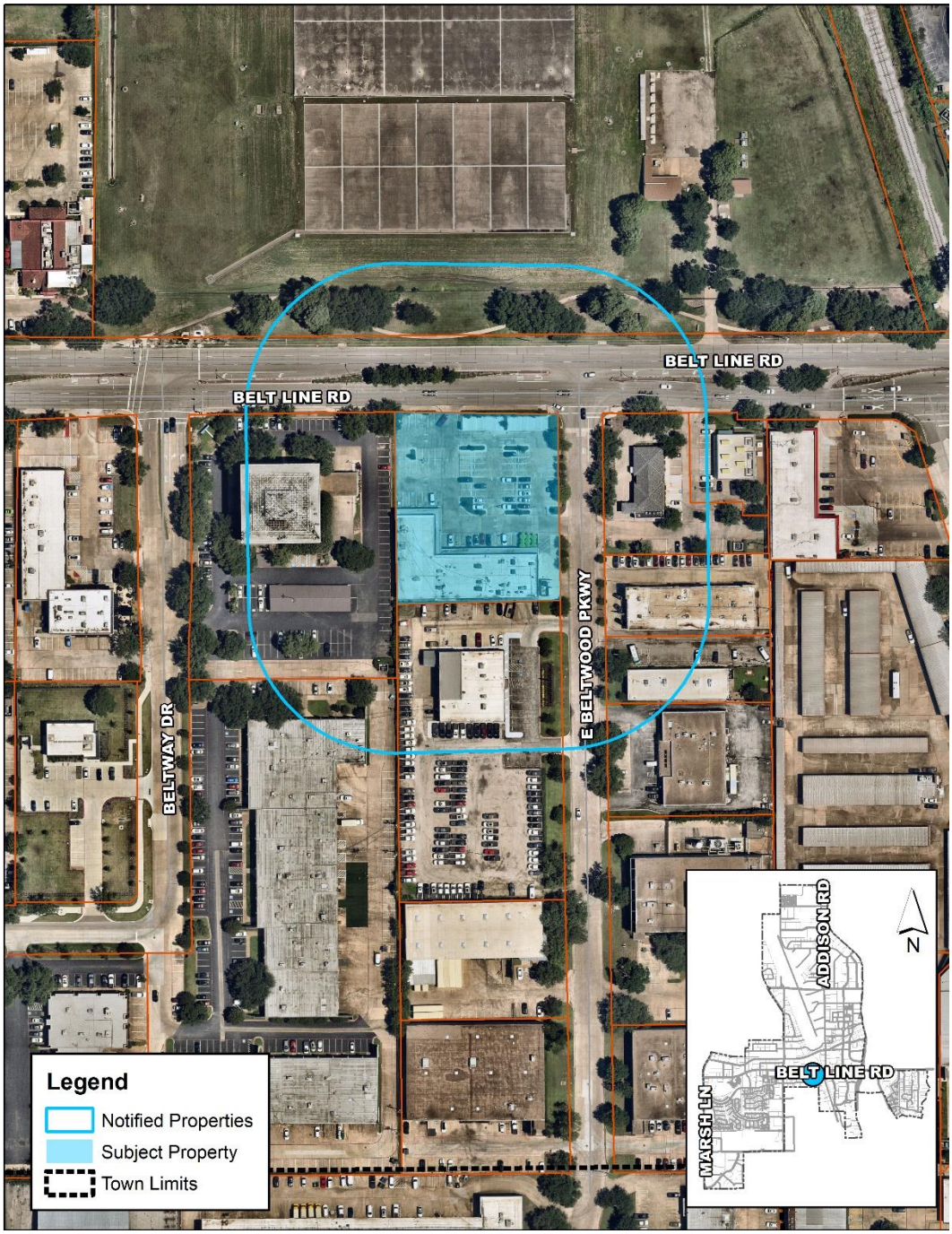
2024 A.J. RIGHTS RESERVED BY ODOM ARCHITECTS, PC. UNAUTHORIZED USE OR REPRODUCTION IS PROHIBITED WITHOUT WRITTEN CONSENT FROM ODOM ARCHITECTS, PC

THE TOASTED YOLK | Patio Canopy
4580 Beltline Road
Addison, Texas 75001

1921-SUP

PUBLIC HEARING Case 1921-SUP/4580 Belt Line Road (Toasted Yolk SUP Amendment). Hold a public hearing, present, discuss, and consider action on a request to amend Special Use Permit (SUP), Ordinance No. 022-26, for property located at 4580 Belt Line Road, that is currently zoned Local Retail (LR), to allow modifications to the development plan.

LOCATION MAP



September 17, 2024

STAFF REPORT

RE:	Case 1921-SUP/4580 Belt Line Road (Toasted Yolk SUP Amendment)
LOCATION:	4580 Belt Line Road
REQUEST:	A request to amend Special Use Permit (SUP), Ordinance No. 022-26, to modify the development plan. (Application Date: 07/08/2024)
APPLICANT:	Rex Heckelman, Toasted Yolk Cafe

DISCUSSION:

Background: The subject property is located at 4580 Belt Line Road, which is the at the southwest corner of Belt Line Road and East Beltwood Parkway. The site was developed in the late 1970's with a 13,859 square foot multitenant structure. There are currently three businesses operating at the subject property, Toasted Yolk Café, FedEx, and Addison Point. This site is zoned Local Retail (LR) with a Special Use Permit (SUP) for two restaurants with the sale of alcohol for on-premises consumption, via Ordinance Nos. 002-010 and O22-26.

Toasted Yolk Café first opened in Addison in July 2023. It is a casual sit-down restaurant serving breakfast and lunch. The restaurant offers indoor and outdoor seating. The restaurant also offers alcoholic beverages for on-premises consumption. The operating hours are 7:00 am – 3:00 pm, seven days a week.

Proposed Plan: With this request, Toasted Yolk Café proposes to construct a new patio structure to cover their existing 632 square foot outdoor patio. The restaurant currently uses table umbrellas for shade. The patio structure will be open on all sides and have ceiling fans to make the dining experience more comfortable year-round. The patio is not proposed to have lights or a sound system. The patio space is currently delineated with a metal railing, which will remain. This proposal does not increase the usable square footage of the restaurant and therefore has no effect on the provided seating (100 indoor and 44 patio seats).

Parking: There are no proposed modifications to the parking that was approved via SUP, Ordinance No. O22-26, which allows 96 parking spaces on site. The parking provided on site is appropriate given the existing mix of uses and business hours.

Exterior Facades: There façade plan that was approved via SUP, Ordinance No. O22-26, will largely remain. This proposal includes the addition of a wood framed patio structure with metal decking over the existing outdoor patio area. The new structure will be affixed to the front façade and be open on all sides.

Landscaping and Open Space: There are no proposed modifications to the landscape plan that was approved via SUP, Ordinance No. O22-26.

RECOMMENDATION: **APPROVAL**

Staff supports the continued reinvestment at the subject property to create patio space that is more comfortable to patrons year-round. This request will have minimal impact on the site as the space is an existing uncovered patio. Additionally, the new patio structure will provide more architectural interest to the building façade.

Staff recommends approval of the request.

Case 1921-SUP/4580 Belt Line Road (Toasted Yolk SUP Amendment)

September 17, 2024

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on September 17, 2024, voted to recommend approval of a request for a Special Use Permit (SUP) Amendment to allow modifications to the development plans for an existing restaurant on a property located at 4580 Belt Line Road, which is currently zoned Local Retail (LR).

Voting Aye: Barker, Braun, Chavez, Copeland, Fansler, Smith, Sommers
Voting Nay: none
Absent: none

SPEAKERS AT THE PUBLIC HEARING:

For: none
On: none
Against: none

To the Town of Addison

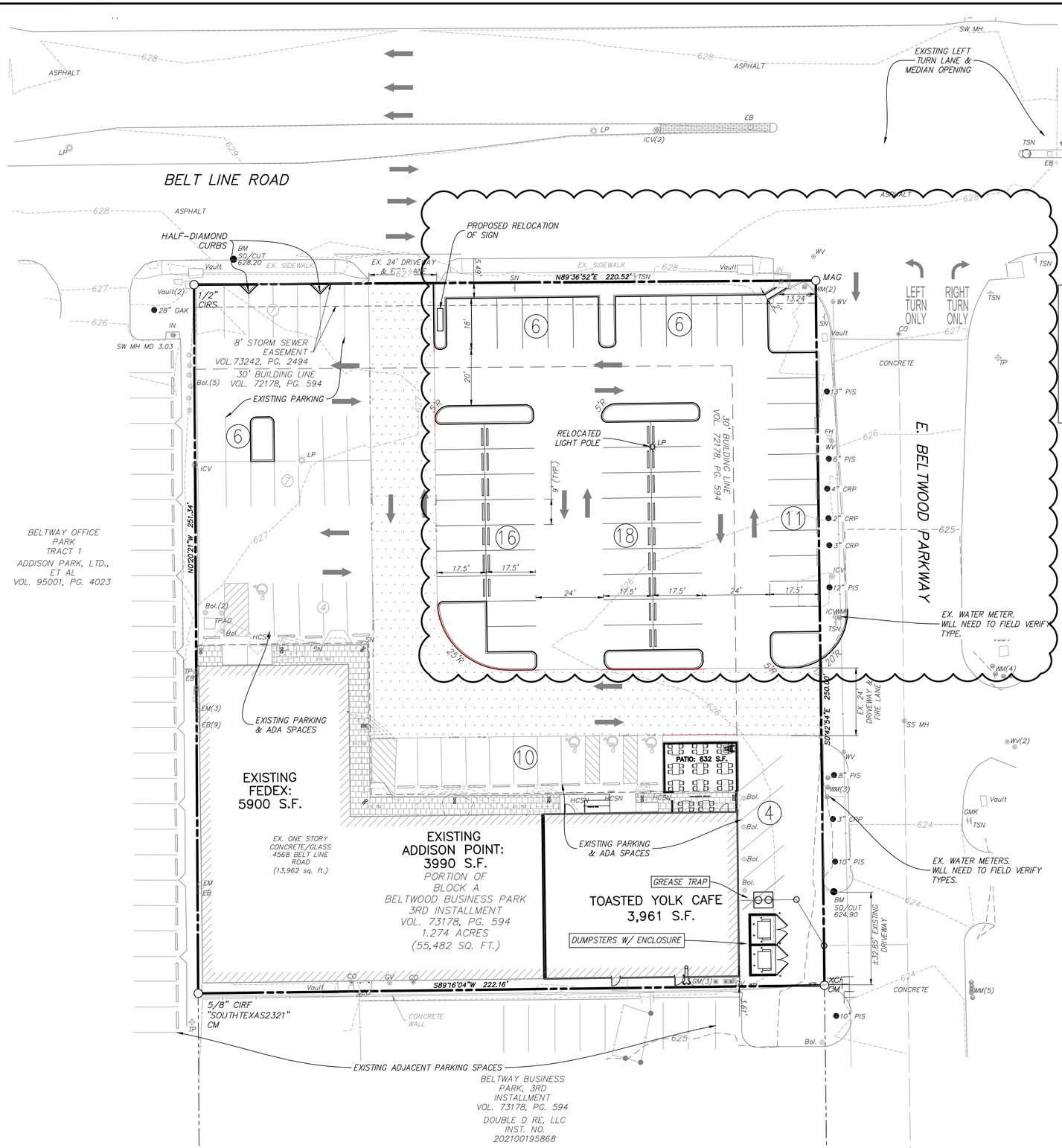
I have submitted a request to erect a hard covered roof structure above our existing patio at the Toasted Yolk Café located at 4580 Beltline Road. Currently we have umbrellas at each table that we raise and lower each day. These are subject to wind damage and solar fading, both of which can detract from the appearance of the restaurant and shopping center.

The new roof structure will look nicer and also provide more and better protection from the elements for our customers. It is a straightforward, clean looking design that I feel will enhance the customer experience at the restaurant and also improve the curb appeal of the patio.

My landlord is fully supportive of this plan and design.

Thank you for considering this request.

Rex Heckelman
The Toasted Yolk Cafe



N

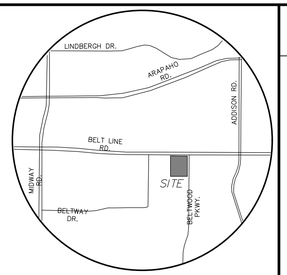
W E

S

0 20' 40'

SCALE: 1" = 20'

BEFORE YOU DIG Texas 811



VICINITY MAP
NOT TO SCALE

NOTES:

1. TYPICAL PARKING SPACES ARE 9'x18' UNLESS OTHERWISE NOTED.
2. DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
3. ALL PROPOSED RADII ARE 2' UNLESS OTHERWISE NOTED.
4. EXISTING ITEMS TO BE DEMOLISHED WITH THE NEW SITE LAYOUT ARE NOT SHOWN ON THIS PLAN.
5. THERE ARE NO EXISTING FLOODPLAINS, DRAINAGE WAYS OR CREEKS WITHIN THE AREA OF THIS PLAN.
6. REFER TO LANDSCAPE PLANS FOR MORE INFORMATION.
7. ALL SIGNAGE IS SUBJECT TO TOWN APPROVAL.

ABBREVIATION LEGEND

PP	Power Pole	IRF	Iron Rod Found
GW	Guy Wire	IRS	Iron Rod Set
MH	Manhole	CIRS	Iron Rod Set w/ cap "WAI"
WV	Water Valve	CIRF	Iron Rod Found w/ cap
TP	Telephone Pedestal	XCS	"X" Cut in Concrete Set
WM	Water Meter	XCF	"X" Cut in Concrete Found
FH	Fire Hydrant	PKS	PK Nail Set
LP	Light Pole	PKF	PK Nail Found
IV	Irrigation Valve	SS	Sanitary Sewer
CO	Clean Out	SW	Storm Sewer
AC	Air Conditioner	TF	Transformer pad
TV	Cable Box	GM	Gas Meter
SB	Signal Box	GMK	Gas Marker
SP	Signal Pole	TSN	Traffic Sign
SN	Sign	UGC	Underground Cable Marker
CM	Control Monument	EB	Electric Box
		EM	Electric Meter

SITE DATA TABLE	
	BLOCK A, TRACT 1
LOT SIZE	1.274 ACRES
	55,512.86 SF
EXISTING ZONING	LR
EXISTING BUILDING HEIGHT	1 SINGLE STORY
USE / BUILDING AREA	
RETAIL	5,900 SF - 40.7%
RESTAURANT	8,583 SF - 59.3%
TOTAL	14,483 SF
REQUIRED PARKING	
RETAIL (1 PER 200 S.F.)	30 SPACES
RESTAURANT (1 PER 100 S.F.)	86 SPACES
TOTAL	116 SPACES
PARKING PROVIDED	96 SPACES
PROVIDED PARKING RATIO	1/151
HANDICAP REQUIRED	4 SPACES
HANDICAP PROVIDED	4 SPACES
COVERAGE	26.09%
LANDSCAPE AREA	REFER TO LANDSCAPE PLAN

* PARKING PROVIDED TOTAL INCLUDES HC PARKING
* TOTAL BUILDING AREA INCLUDES PROPOSED PATIO ADDITION

CONCEPT PLAN
BLOCK A, TR 1
BELTWOOD BUSINESS PARK
THIRD INSTALLMENT

BEING 1.274 ACRES IN
THE TOWN OF ADDISON, TEXAS
DALLAS COUNTY, TEXAS
ADDISON PROJECT NUMBER:
DATE PREPARED: AUGUST 12, 2022
DATE REVISION PREPARED: FEBRUARY 8, 2023

No.	DATE	REVISION	APPROV.
6.			
5.			
4.			
3.	02/08/2023	PARKING LAYOUT REVISION	WRW.
2.	01/09/2023	ISSUE FOR CONSTRUCTION	WRW.
1.			

Winkelmann & Associates, Inc.
CONSULTING CIVIL ENGINEERS ▪ SURVEYORS
6750 HILLCREST PLAZA DRIVE, SUITE 215
DALLAS, TEXAS 75230 (972) 490-7090
(972) 490-7099 FAX
Texas Engineers Registration No. 89
Texas Surveyors Registration No. 100866-00

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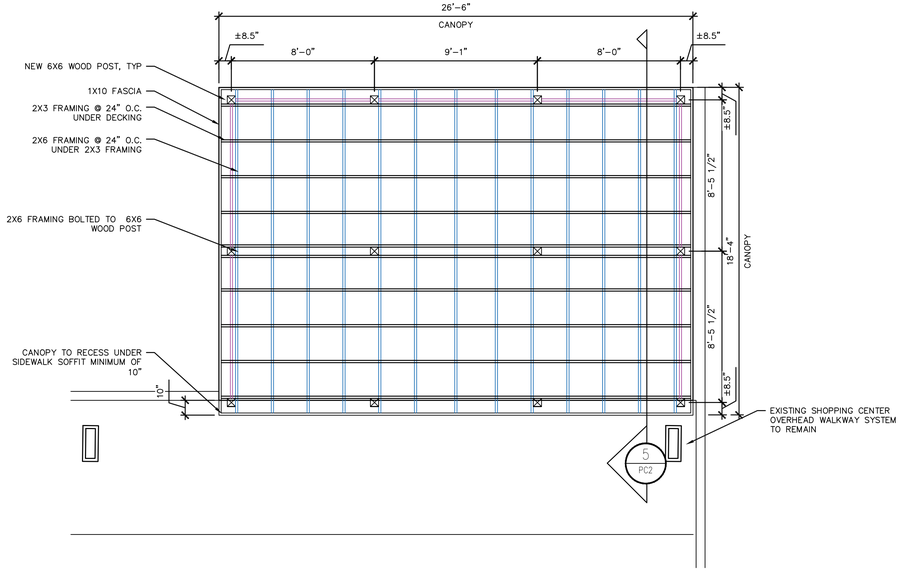
02.08.2023

CONCEPT PLAN
THE TOASTED YOLK CAFE
4580 BELT LINE ROAD
ADDISON, TEXAS

81601

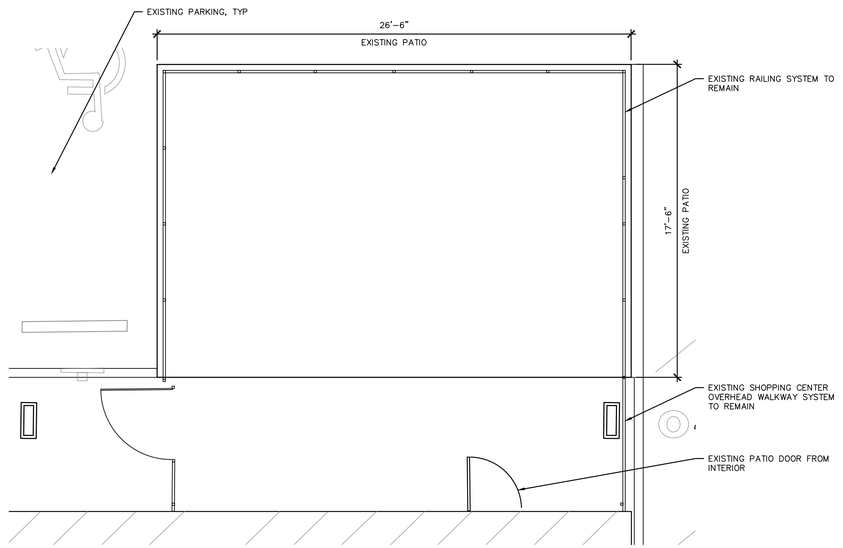
CP1

G:\81601\01\ENGINEERING\Construction Plans\81601 – SITE.dwg



PLAN NORTH TRUE NORTH

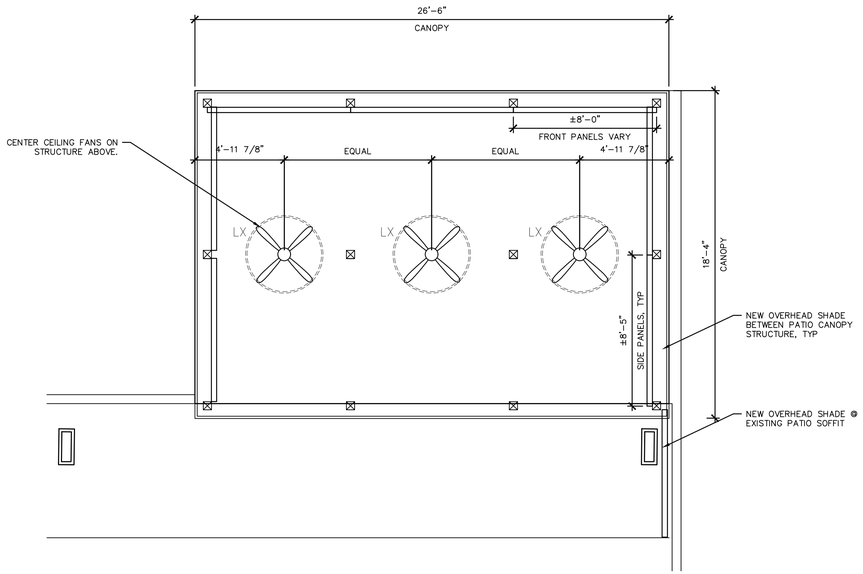
ROOF FRAMING PATIO PLAN 1/4"=1'-0" | 2



PLAN NORTH TRUE NORTH

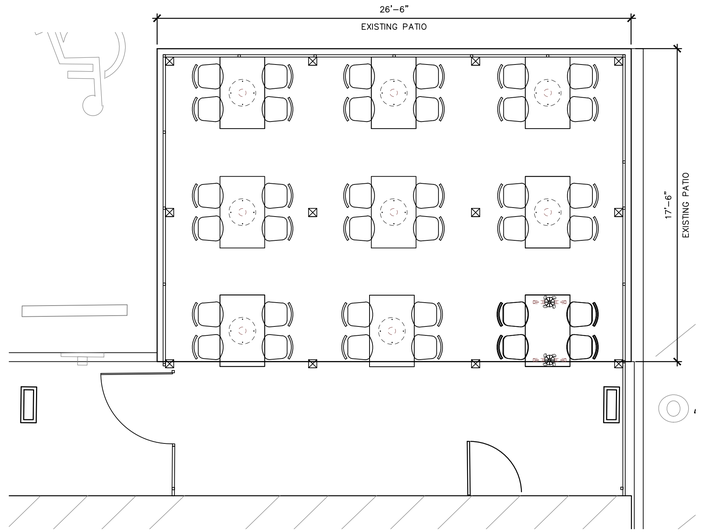
EXISTING PATIO PLAN 1/4"=1'-0" | 1

ALL WOOD TO BE FIRE-TREATED



PLAN NORTH TRUE NORTH

REFLECTED CEILING PATIO PLAN 1/4"=1'-0" | 4



PLAN NORTH TRUE NORTH

EXISTING FURNITURE PALN 1/4"=1'-0" | 3

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THE TOASTED YOLK | Patio Canopy

4580 Beltline Road
Addison, Texas 75001

PROJECT: 1560.1223

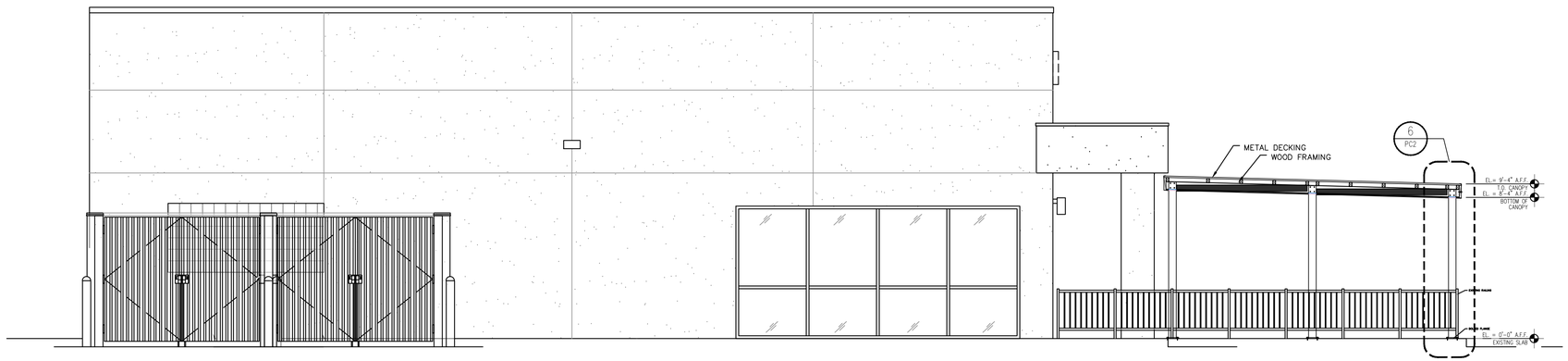
CONSTRUCTION DOCUMENTS	01.12.24
REVISION #1 | CITY COMMENT	05.29.24

REGISTERED ARCHITECT ANGELA MARIE ODOM 25130 STATE OF TEXAS

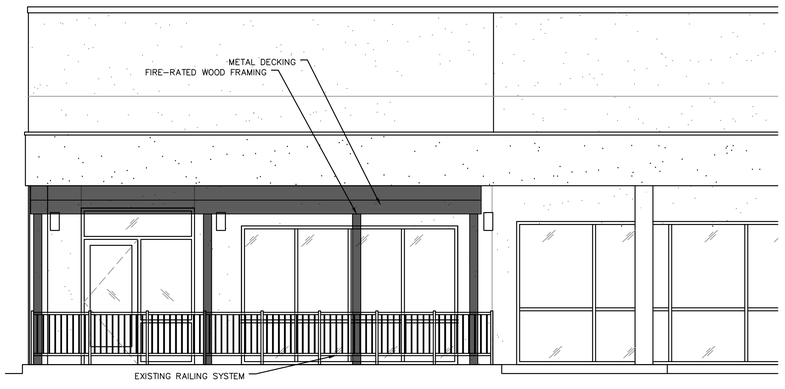
4877 PECAN RIDGE E
MOBILE, ALABAMA 36619
251-454-4407

SHEET: PATIO CANOPY

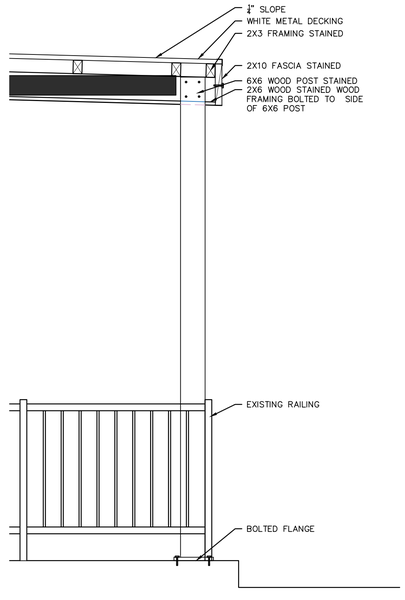
PC.1



PATIO SIDE ELEVATION 5
1/4"=1'-0"



EXISTING FRONT ELEVATION 7
1/4"=1'-0"



CANOPY SECTION 6
3/4"=1'-0"

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THE TOASTED YOLK | Patio Canopy

4580 Beltline Road
Addison, Texas 75001

PROJECT: 1560.1223

CONSTRUCTION DOCUMENTS 01.12.24

REGISTERED ARCHITECT
ANGELA MARIE ODOM
25130
STATE OF TEXAS

4877 PECAN RIDGE E
MOBILE, ALABAMA 36619
251-454-4407

SHEET: PATIO CANOPY

PC.2

City Council (FY24) **5. c.**

Meeting Date: 10/08/2024

Department: Development Services

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 410A, 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 1922-SUP/5100 Belt Line Road, Suite 410A (Landmark Grill).

BACKGROUND:

The Addison Planning and Zoning Commission, meeting in regular session on September 17, 2024, voted to recommend approval of a request for a Special Use Permit (SUP) to allow a restaurant with the sale of alcoholic beverages for on-premises consumption on a property located at 5100 Belt Line Road, Suite, which is currently zoned Planned Development (PD), Ordinance No. O23-03.

Voting Aye: Barker, Braun, Chavez, Copeland, Fansler, Smith, Sommers
Voting Nay: none
Absent: none

SPEAKERS AT THE PUBLIC HEARING:

For: none
On: none
Against: none

RECOMMENDATION:

Administration recommends approval.

Attachments

1922-SUP Presentation
1922-SUP Ordinance
1922-SUP Staff Report
1922-SUP Letter of Intent
1922-SUP Plans

Landmark Special Use Permit (1922-SUP)

October 8, 2024

Lesley Nyp, Director of Development & Neighborhood Services

Case 1922-SUP Landmark

LOCATION:

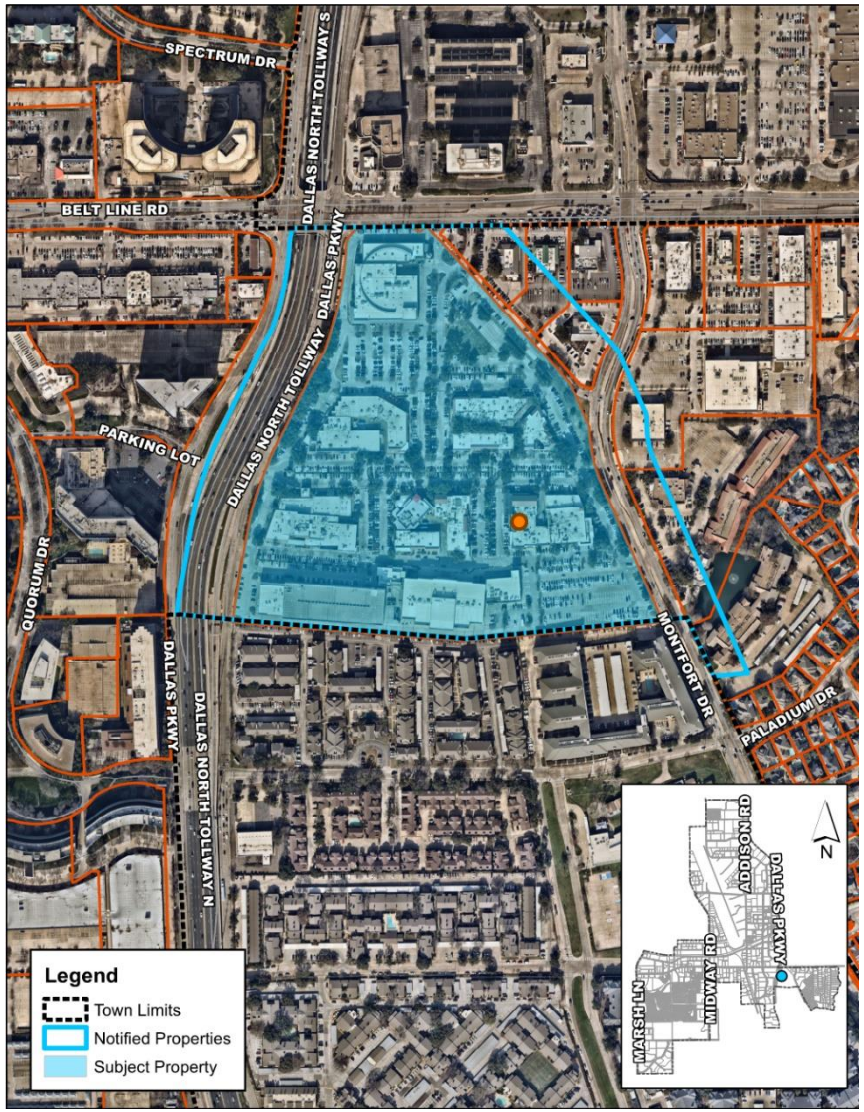
5100 Belt Line Road, Suite 410A

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.



Case 1922-SUP Landmark

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.

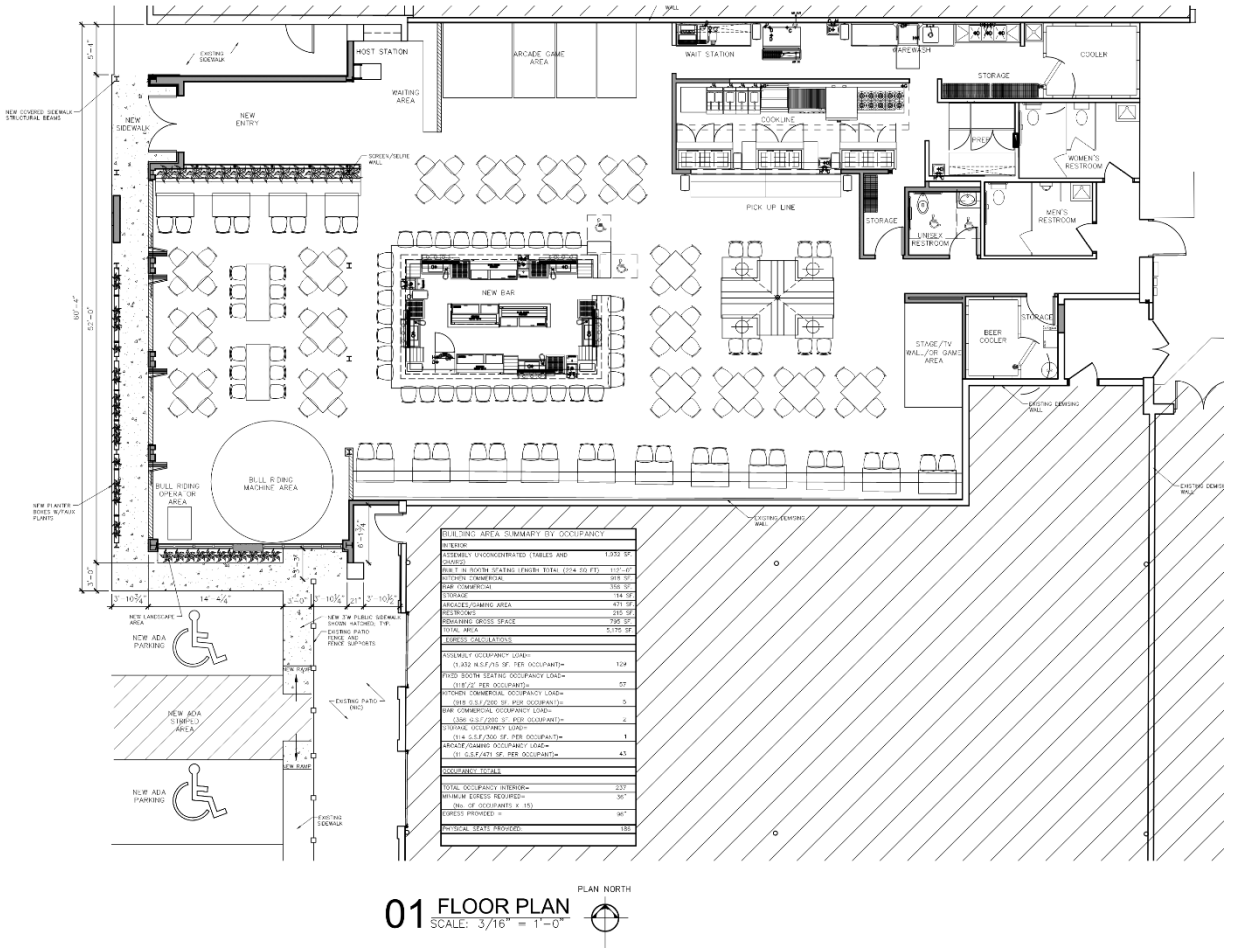
2023 – PD Amendment, Ord. No. O23-03, to modify the development plans to allow an office/retail building within Block 900.

Present – Proposed SUP to allow restaurant with the sale of alcohol for on-premises consumption.

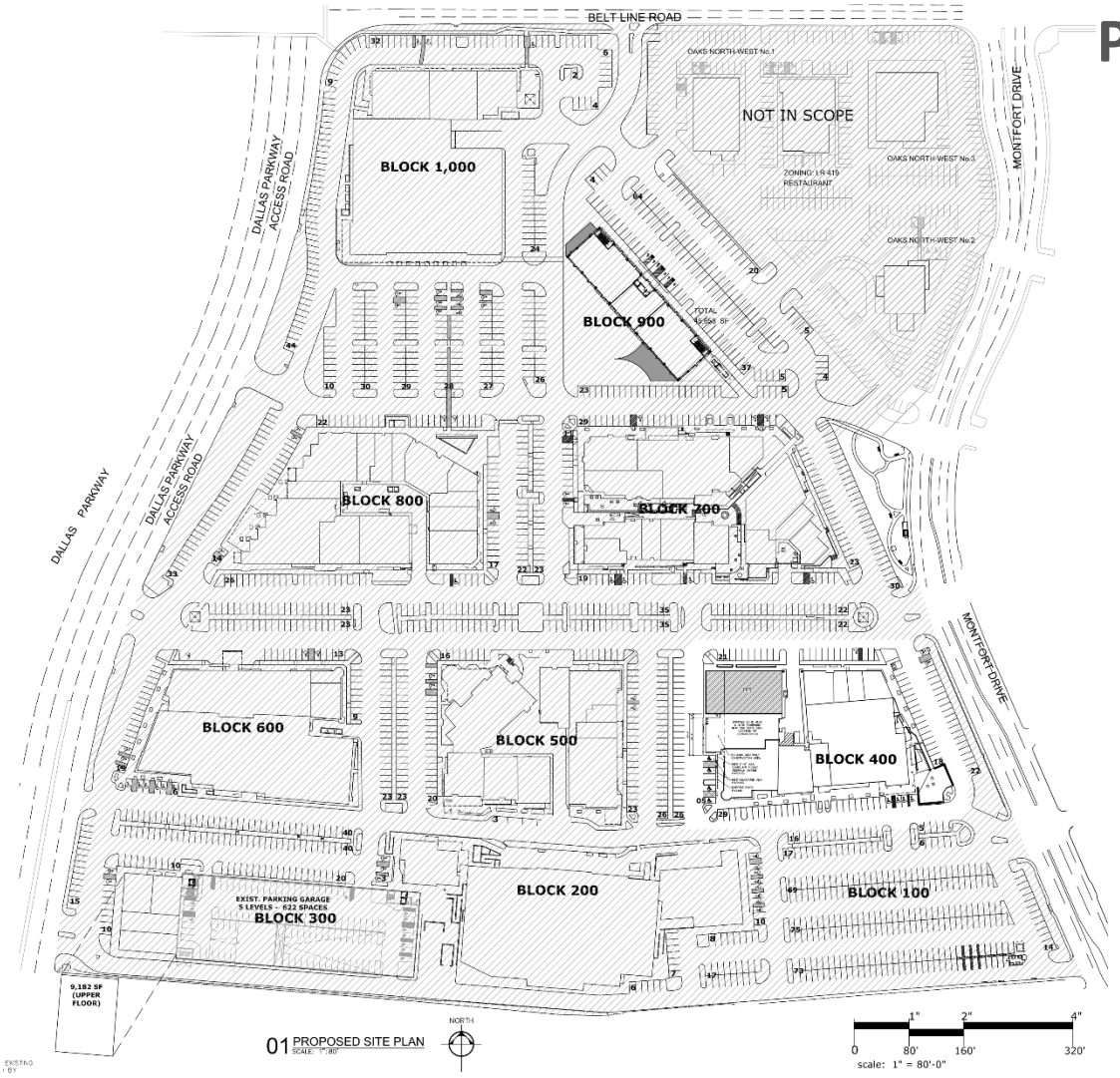
Case 1922-SUP Landmark

FLOOR PLAN:

- 5,175 SF of interior floor area (3,725 SF existing + 1,450 SF addition)
- Seating for 186
- Sale of alcoholic beverages for on-premises consumption
- Entertainment component with mechanical bull and arcade games
- Hours of operation:
  - 11:00am –2:00am, seven days a week



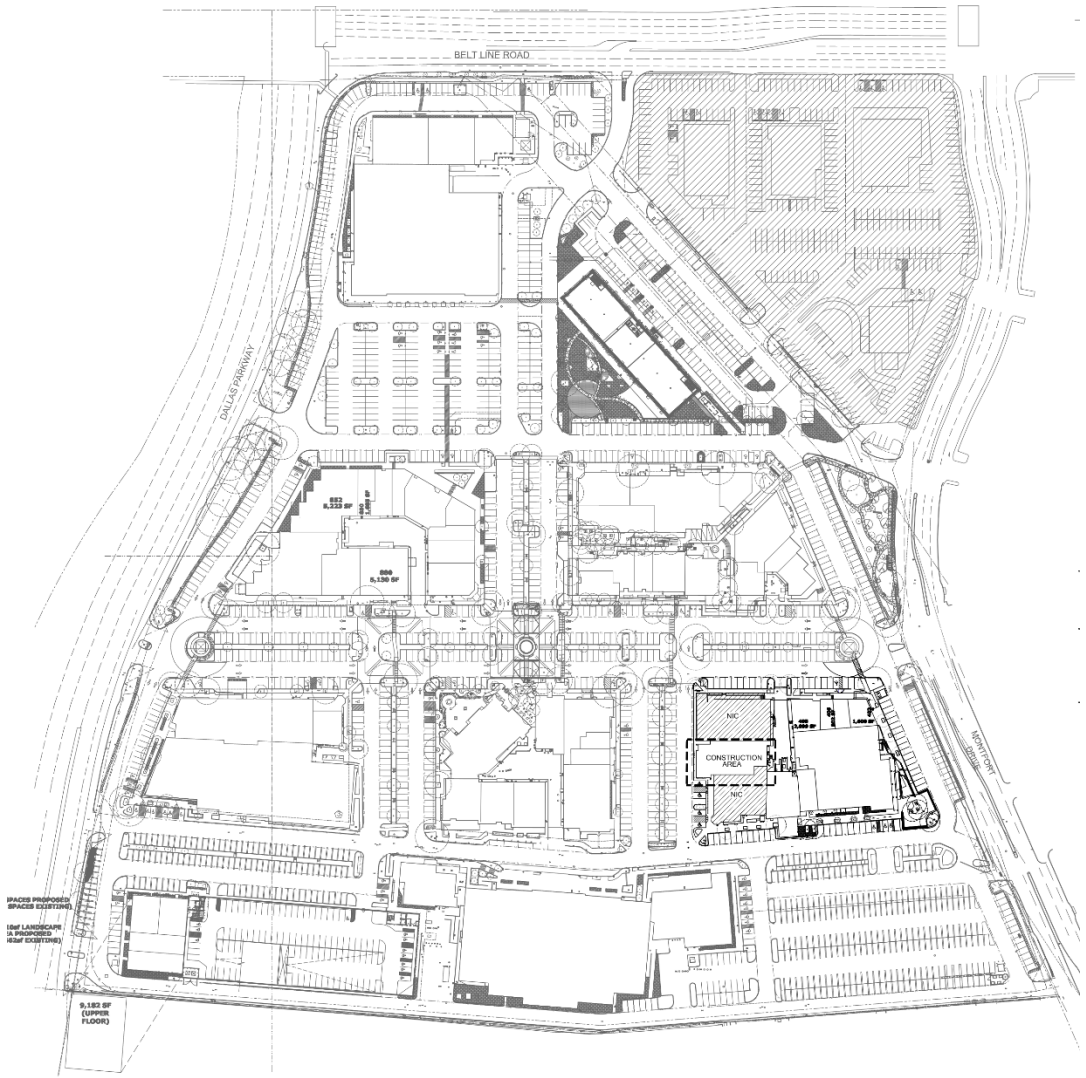
Case 1922-SUP Landmark



PARKING:

- 4 parking spaces are proposed to be removed to allow the building addition.
- The new 1,450 SF addition will require an additional 7 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: 2,130 spaces
  - Proposed Required Parking: 2,137 spaces
  - Total Approved Parking (if approved): 2,256 spaces

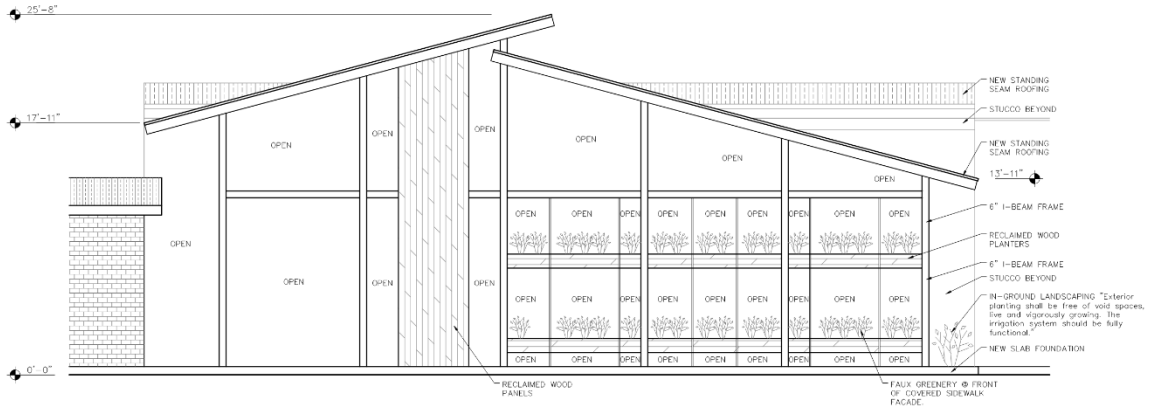
Case 1922-SUP Landmark



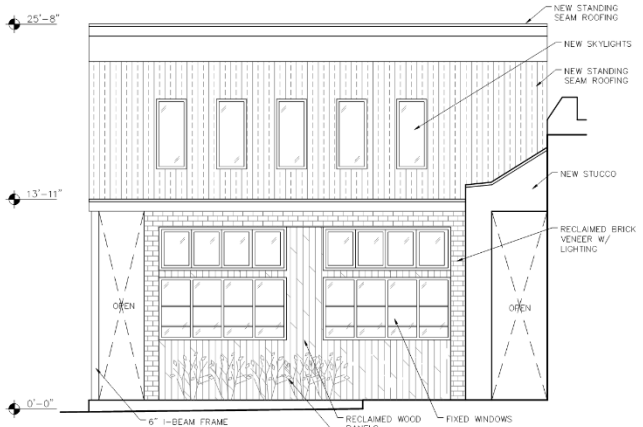
OPEN SPACE AND LANDSCAPE:

- Minor modifications are proposed, including removal of existing shrubs near the entrance.
- New shrubs will be added along the south wall of the building addition as a replacement.
- Additional faux plants will be used along the front façade to enhance the appearance.
- This request does not include removal of any existing trees or a decrease in the total open space at Village on the Parkway.

Case 1922-SUP Landmark



01 WEST ELEVATION- IN FRONT OF COVERED SIDEWALK
SCALE: 1/4" = 1'-0"



01 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"

EXTERIOR APPEARANCE:

- Extensive remodel proposed on the front (west) façade, including a new primary entrance with a covered pedestrian walk and updated materials, including brick, wood, stucco, and metal accents.
- The proposed façade complies with Town requirements.
- *Note: *Signage is not approved via Zoning. A separate Sign Permit is required.*

Case 1922-SUP Landmark

PUBLIC NOTICE:

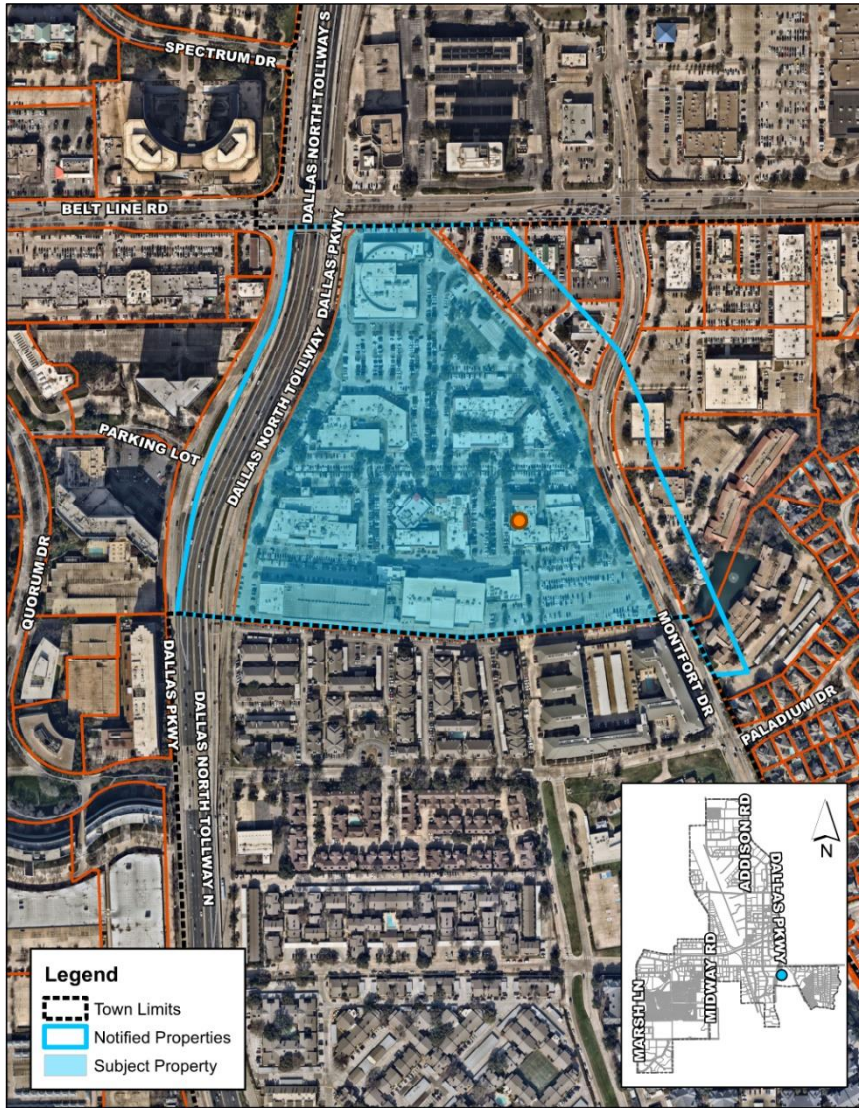
Notice of public hearing was provided to property owners within 200 feet of the subject property in accordance with Town and State law.

NOTICE RECIPIENTS: 8

FOR: None.
AGAINST: None.
NEUTRAL: None.

PLANNING & ZONING COMMISSION ACTION:

Approval: 7-0



Case 1922-SUP Landmark

RECOMMENDATION:

Staff recommends **approval** of the request.

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 WITH THE SALE OF ALCOHOL FOR ON-PREMISES CONSUMPTOIN FOR THE PROPERTY LOCATED AT 5100 BELT LINE ROAD, SUITE 410A; 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 September 17, 2024, the Planning & Zoning Commission considered and made recommendations on a request for a Special Use Permit (Case No. 1922-SUP) for a restaurant with the sale of alcohol for on-premises consumption at the property located at 5100 Belt Line Road, Suite 410A (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 with the sale of alcohol 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 5,175 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.

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 **8*TH*** day of **OCTOBER** ***2024.***

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Valencia Garcia, City Secretary

APPROVED AS TO FORM:

Whitt Wyatt, City Attorney

EXHIBIT A

01 PROPOSED SITE PLAN
SCALE: 1" = 80'-0"
NORTH
scale: 1" = 80'-0"
0
80'
160'
320'
1"
2"
4"
DALLAS PARKWAY
DALLAS PARKWAY ACCESS ROAD
BELT LINE ROAD
MONTFORT DRIVE
NOT IN SCOPE
BLOCK 100
BLOCK 200
BLOCK 300
BLOCK 400
BLOCK 500
BLOCK 600
BLOCK 700
BLOCK 800
BLOCK 900
BLOCK 1,000
9,182 SF (UPPER FLOOR)
EXISTING PARKING GARAGE
OAKS NORTH-WEST No.1
OAKS NORTH-WEST No.2
PROJECT
LANDMARK
SUITE 410
ADDITION TO AN EXISTING BUILDING AND INTERIOR REMODEL
ARCHITECT OF RECORD
DESIGN CONSULTANT
STRUCTURAL ENGINEER
MEP ENGINEER
TENANT
PROPERTY OWNER
EXISTING PARKING COUNT
PROPOSED PARKING COUNT
SITE PLAN NOTES
GENERAL NOTES
SHEET NAME
SITE PLAN
SP1.0
VICINITY MAP
PROJECT INFORMATION
LEGAL DESCRIPTION
ADDRESS
ZONING DISTRICT
PROPOSED DEVELOPMENT

EXHIBIT A

LANDSCAPE LEGEND
EXISTING CANOPY TREE (8" CALIPER MIN.) TO REMAIN (LIVE OAK, BALD CYPRESS, CHINKAPIN OAK, RED OAK)
EXISTING ORNAMENTAL TREE (2.5" CALIPER MIN.) TO REMAIN (DESERT WILLOW, TEXAS REDBUD (8'-10' TALL MIN), CRAPE MYRTLE
EVERGREEN SCREENING SHRUB PLANTING AREA (36" HT. AT TIME OF PLANTING) TO REMAIN (DWARF WAX MYRTLE, TEXAS SAGE, NANDINA, JUNIPER)
EXISTING TREE TO BE PRESERVED (SYMBOL SIZE VARIES BY CANOPY SIZE)
EXISTING TREE TO BE REMOVED (SYMBOL SIZE VARIES BY CANOPY SIZE)
PROPOSED LANDSCAPE SITE AREA (MIXED PLANTING - NATIVE OR ADAPTED SHRUBS OR GROUNDCOVER)
EXISTING LANDSCAPE SITE AREA (LAWN OR MIXED PLANTING)
EXISTING LANDSCAPE SITE AREA (MIXED PLANTING - NATIVE OR ADAPTED SHRUBS OR GROUNDCOVER)
EXISTING LANDSCAPE SITE AREA (LAWN - BUFFALO, ZOYSIA, BERMUDA)
EXISTING DECOMPOSED GRANITE
PROPOSED NEW PEDESTRIAN PAVEMENT
EXISTING PEDESTRIAN PAVEMENT
LIMITS OF WORK
EASEMENT
PROPERTY LINE
IRRIGATION NOTES
ALL LANDSCAPE AREAS TO BE PROVIDED BY A FULLY AUTOMATIC IRRIGATION SYSTEM, A CODE COMPLIANT IRRIGATION PLAN SHALL BE INSTALLED THAT CONFORMS WITH INDUSTRY STANDARDS.
SOIL NOTES
*EACH PLANTER AREA SHALL BE INSTALLED WITH A MINIMUM SOIL DEPTH OF 48 INCHES (24" OF SURFACE AREA + 83.3%OF PLANTER AREA WITH A MINIMUM DEPTH OF 30 INCHES (18" OF SURFACE AREA + 62.5%OF).
PLANTING LOCATION NOTES
*PROPOSED TREES AND SHRUBS ARE LOCATED FOR EXISTING TREES WITHIN THE LIMITS OF WORK ONLY. REMOVED BEYOND LOCATIONS SHOWN ON THIS PLAN WITH THE APPROVAL OF THE LANDSCAPE ARCHITECT. PROPOSED TREES AND SHRUBS MAY BE RELOCATED FROM EXISTING OR PROPOSED UTILITIES (IF ANY) AND TRANSFORMERS OR GRADE ISSUES CAUSE SUCH LOCATIONS TO BE DETRIMENTAL TO THE TREES LONG TERM GROWTH AND WELFARE
LANDSCAPE CALCULATIONS
Total Landscape Site Area
Parking Lot Planting Area
20'-0" Buffer Requirement
PROPOSED LANDSCAPE PLAN
SCALE: 1" = 80'-0"
NORTH
0
80'
160'
320'
1"
2"
4"
DALLAS PARKWAY
BELT LINE ROAD
MONTFORT DRIVE
CONSTRUCTION
NIC
PROJECT
LANDMARK
SUITE 410
ADDITION TO AN EXISTING BUILDING AND INTERIOR REMODEL
ARCHITECT OF RECORD
DESIGN CONSULTANT
HALO STUDIO DESIGNS
408 FOREST LANE GUN BARREL CITY, TEXAS 75156
CONTACT: HEATHER SMITH
HSMITH@HALOSTUDIODESIGNS.COM
STRUCTURAL ENGINEER
MEP ENGINEER
CHOICE ENGINEERING
TBPE FIRM REGISTRATION #F-13672
CONTACT: JARRETT RICE
jarrett@choice-engineering
TENANT
PROPERTY OWNER
VICINITY MAP:
SHEET NAME
LANDSCAPE PLAN
SHEET #
SP1.1
DATE:
09/20/2024
CASE #
1922-SUP
SUB DIVISION NAME:
LEGAL DESCRIPTION:
SITE INFORMATION:
ADDRESS:

EXHIBIT A

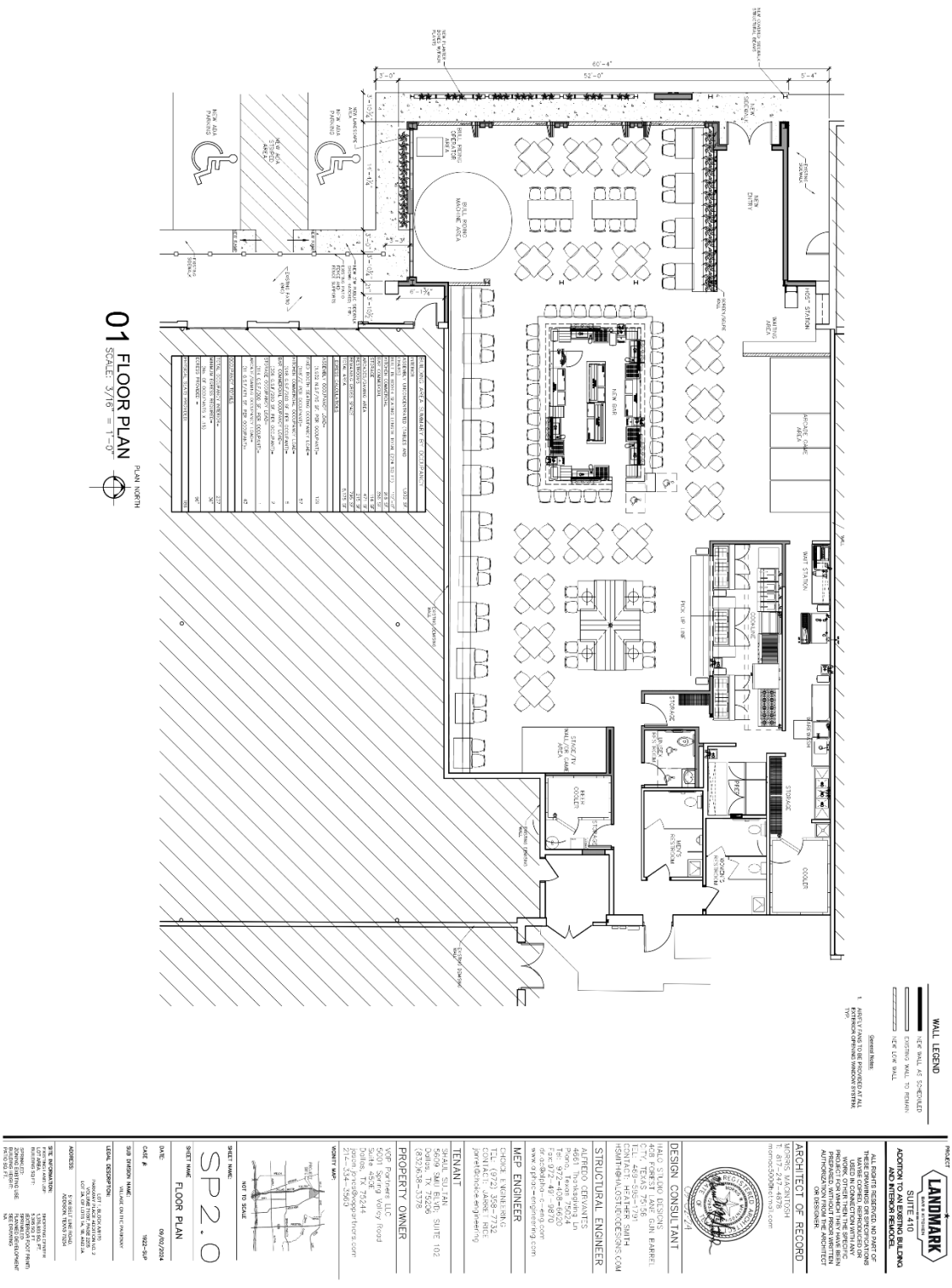

01 FLOOR PLAN
SCALE: 3/16" = 1'-0"
PLAN NORTH
WALL LEGEND
NEW WALL AS SCHEDULED
EXISTING WALL TO REMAIN
NEW LOW WALL
PROJECT
LANDMARK
SUITE 410
ADDITION TO AN EXISTING BUILDING AND INTERIOR REMODEL
ALL RIGHTS RESERVED. NO PART OF THESE DRAWINGS OR SPECIFICATIONS SHALL BE REPRODUCED OR USED IN CONNECTION WITH ANY WORK OTHER THEN THE SPECIFIC PROJECT FOR WHICH THEY HAVE BEEN PREPARED, WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE ARCHITECT OR DESIGNER.
ARCHITECT OF RECORD
DESIGN CONSULTANT
STRUCTURAL ENGINEER
MEP ENGINEER
TENANT
PROPERTY OWNER
SHEET NAME:
FLOOR PLAN
SP2.0
DATE:
09/03/2024
CASE #:
1922-SUP
SHEET NAME:
SITE INFORMATION:
ADDRESS:
LEGAL DESCRIPTION:

EXHIBIT A

01 WEST ELEVATION- IN FRONT OF COVERED SIDEWALK
SCALE: 1/4" = 1'-0"
02 WEST ELEVATION- ACTUAL BUILDING WEST FACE
SCALE: 1/4" = 1'-0"
MATERIAL LEGEND
PAINTED STUCCO
METAL STANDING SEAM ROOF
BRICK
WOOD PANELS
FACADE OTHER 724 SQ FT
FACADE MASONRY 424 SQ FT
WINDOWS 253 SQ FT
DOOR 62 SQ FT
TOTAL FACADE 1,463 SQ FT
PROJECT
LANDMARK
SUITE 410
ADDITION TO AN EXISTING BUILDING AND INTERIOR REMODEL
ALL RIGHTS RESERVED. NO PART OF THESE DRAWINGS OR SPECIFICATIONS SHALL BE REPRODUCED OR USED IN CONNECTION WITH ANY WORK, OTHER THAN THE SPECIFIC PROJECT FOR WHICH THEY HAVE BEEN PREPARED, WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE ARCHITECT VAN GOODWIN.
ARCHITECT OF RECORD
MORRIS MACINTOSH
DESIGN CONSULTANT
STRUCTURAL ENGINEER
ALFREDO CERVANTES
MEP ENGINEER
CHOICE ENGINEERING
TENANT
SMALL SOLIAN
PROPERTY OWNER
SP3.0
FACADE ELEVATIONS
09/02/2024
1922-SUP
5100 BELT LINE ROAD
LOT 1, BLOCK A/8778
1922-SUP/5100 BELT LINE ROAD, SUITE 410A (LANDMARK)
5100 BELT LINE ROAD
ADDISON, TEXAS 75001
1.3763 ACRES
59,943 SQ. FT.
MIXED USE
PD
PD-121
RETAIL/RESTAURANT
NO CHANGE
NO CHANGE
NO CHANGE

EXHIBIT A

PROJECT

LANDMARK
SUITE 410
ADDITION TO AN EXISTING BUILDING AND INTERIOR REMODEL

ALL RIGHTS RESERVED. NO PART OF THESE DRAWINGS OR SPECIFICATIONS SHALL BE REPRODUCED, ISSUED OR USED IN CONNECTION WITH ANY WORK OR LOCATION OTHER THAN THE ONE FOR WHICH THEY WERE PREPARED, WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE ARCHITECT OR DESIGNER.

ARCHITECT OF RECORD
MORRIS MACINTOSH
(817) 874-4153
morrismacintosh@hotmail.com

DESIGN CONSULTANT
HALO STUDIO DESIGNS
408 FOREST LANE GUN BARREL CITY, TEXAS 75156
CONTACT: HEATHER SMITH
HSM.TH@HALOSTUDIODESIGNS.COM

STRUCTURAL ENGINEER
ALFREDO CERVANTES
4849 Greenville Ave.
Plano, Texas 75024
Tel. 972-405-6620
Fax. 972-491-3870
www.dfw-pe-engineering.com

MEP ENGINEER
CHOICE ENGINEERING
TIMOTHY JARRETT RICE
CONTACT: jarrett@choice.engineering

TENANT
SMALL SULTAN
5100 BELT LINE ROAD, SUITE 102
Dallas, TX 75206
(832)838-3278

PROPERTY OWNER
5100 Property, LLC
5001 Spring Valley Road
Suite 450E
Dallas, TX 75244
Jeff Hall - jhall@partnersrei.com
214-234-3569

VICINITY MAP

SHEET NAME
NOT TO SCALE

SP3.1

SHEET NAME
FACADE ELEVATIONS

DATE: 09/02/2024
CASE #: 1922-SUP
SUB DIVISION NAME: VILLAGE ON THE PARKWAY

LEGAL DESCRIPTION:
LOT 1, BLOCK A/5705
VILLAGE ON THE PARKWAY
PHASE 2
VOLUME 1999, PAGE 289
D.R.D.C.T., D.P.R., R.P.R.D.C.T.

ADDRESS: 5100 BELT LINE ROAD, SUITE 410A, ADDISON, TEXAS 75254

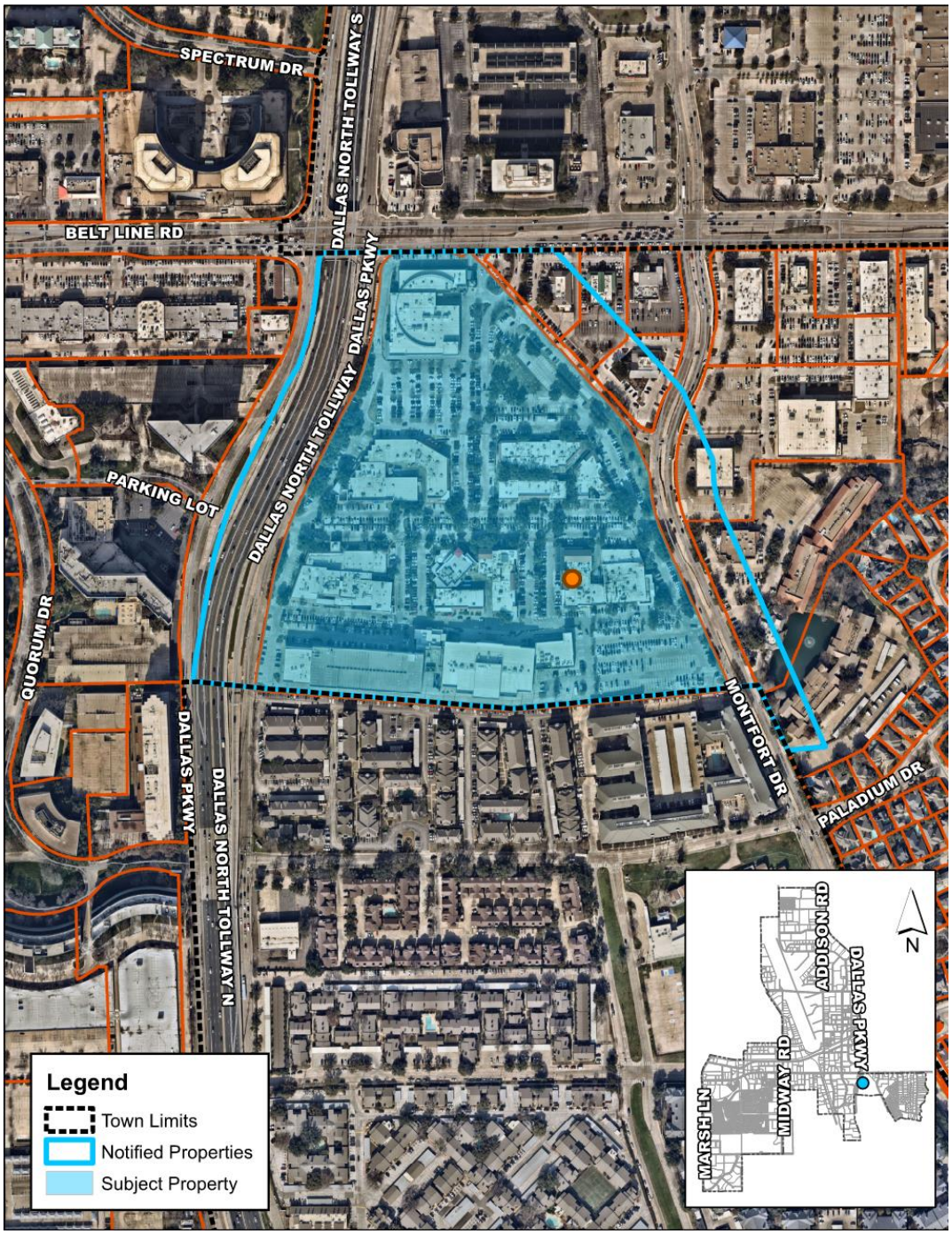
SITE INFORMATION:
LOT AREA: 1.4911 AC (64,955 SF)
LOT WIDTH: 1,100.00 FT
LOT DEPTH: 1,100.00 FT
ZONING DISTRICT: PLANNED DEVELOPMENT
EXISTING USE: RETAIL/RESTAURANT
PROPOSED USE: RETAIL/RESTAURANT
ZONING EXISTING USE: PLANNED DEVELOPMENT
BUILDING HEIGHT: 1 STORY
PARKING FT: NA

"ACCESS PLAN NOTES
Fire lanes are provided for access purposes only. All parking plans, signs, curbs, paving and striping shall be maintained from time to time as required by the Fire Code.
All mechanical units shall be screened from view of public streets and adjacent residential properties as required by the Zoning Ordinance.
All dumpsters and trash handling areas shall be constructed and screened in accordance with the requirements of the Zoning Ordinance.
All drainage areas and facilities are subject to approval by Transportation & Public Works.
All signage is subject to approval by Development Services.
Unauthorized parking in fire lanes or other no parking areas may be towed away at the owner's expense. Towing enforced 24 hours a day by the Addison Police Department."

1922-SUP

PUBLIC HEARING Case 1922-SUP/5100 Belt Line Road, Suite 410A (Landmark). 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 410A, 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



September 17, 2024

STAFF REPORT

RE:	Case 1922-SUP/5100 Belt Line Road, Suite 410A (Landmark)
LOCATION:	5100 Belt Line Road, Suite 410A
REQUEST:	Approval of a Special Use Permit (SUP) for a restaurant with the sale of alcoholic beverages for on-premises consumption. (Application Date: 07/23/2024)
APPLICANT:	Shaul Sultan, JS Capital Addison, LLC

DISCUSSION:

Background: The subject property is located at 5100 Belt Line Road, Suite 410A. The proposed restaurant would occupy a currently vacant suite within Village on the Parkway, generally situated at the southeast corner of Belt Line Road and the Dallas North Tollway. The center is zoned Planned Development (PD), Ordinance No. O12-002, and as amended by Ordinance No. O23-03.

Landmark is a full-service restaurant offering food and entertainment. The concept first originated in 2013 in Fort Worth, TX. The Addison restaurant would be the second location. The restaurant's menu offers American favorites like burgers, flatbreads, and wings. The bar will provide a variety of cocktails, wine, and beer. Customers can also enjoy entertainment, including a mechanical bull and arcade games.

The restaurant proposes to utilize the existing 3,725 square foot suite, plus a 1,450 square foot building addition, within Block 400 at Village on the Parkway. The new building addition will occupy the existing sidewalk and 4 parking spaces. The proposed hours of operation are 11:00am – 2:00am, seven days a week. The restaurant proposes to offer alcohol sales for on-premises consumption.

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, Landmark proposes to remodel the existing 3,725 square foot suite and expand the restaurant with a new 1,450 square foot building addition. The building addition will significantly change the exterior appearance of the suite. The proposed restaurant will provide indoor seating for approximately 186 individuals. The interior floor plan is comprised of a kitchen, service areas, a bar, and dining area with table, booth, and bar seating. The restaurant will utilize the solid waste facilities within the existing service yard, east 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 2,130 parking 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).

With this request, 4 parking spaces are proposed to be removed to accommodate the building addition. The additional gross square footage of the restaurant will also increase the parking demand by 14 spaces. This request would result in 2,256 spaces provided on site with a minimum parking requirement of 2,144. The site would continue to exceed the parking requirement.

Exterior Facades: The applicant is proposed a 1,450 square foot building addition that will extend toward the west, occupying existing surface parking. The primary entrance will continue to be located on the west façade. The new building addition will also accommodate a covered walkway to further enhance the pedestrian experience. The proposed façade materials include brick, wood, stucco, and metal accents.

Landscaping and Open Space: There are minor modifications proposed to the landscaping surrounding the exterior of the suite. The existing shrubs near the front of the suite are proposed to be removed to accommodate the building addition. To replace the shrubs, a new planting bed is proposed to be located along the southern wall of the building addition. To further enhance the façade, faux plant material is proposed throughout the covered walkway. The request does not include the removal of trees.

RECOMMENDATION: **APPROVAL**

Landmark will continue to expand the restaurant and entertainment offerings at Village on the Parkway. It will also enhance the overall appearance and fill a currently vacant suite. Continued reinvestment and new concepts further promote Village on the Parkway as a restaurant and entertainment destination within the region.

Staff recommends approval of these requests.

Case 1922-SUP/5100 Belt Line Road, Suite 410A (Landmark)

September 17, 2024

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on September 17, 2024, voted to recommend approval of a request for a Special Use Permit (SUP) to allow a restaurant with the sale of alcoholic beverages for on-premises consumption on a property located at 5100 Belt Line Road, Suite 410A, which is currently zoned Planned Development (PD), Ordinance No. O23-03.

Voting Aye: Barker, Braun, Chavez, Copeland, Fansler, Smith, Sommers
Voting Nay: none
Absent: none

SPEAKERS AT THE PUBLIC HEARING:

For: none
On: none
Against: none

Concept Letter of Intent

Landmark is a casual neighborhood restaurant and bar concept that embodies a laid-back, welcoming atmosphere where locals can gather, relax, and enjoy good company. The restaurant focuses on creating a comfortable and inviting environment with:

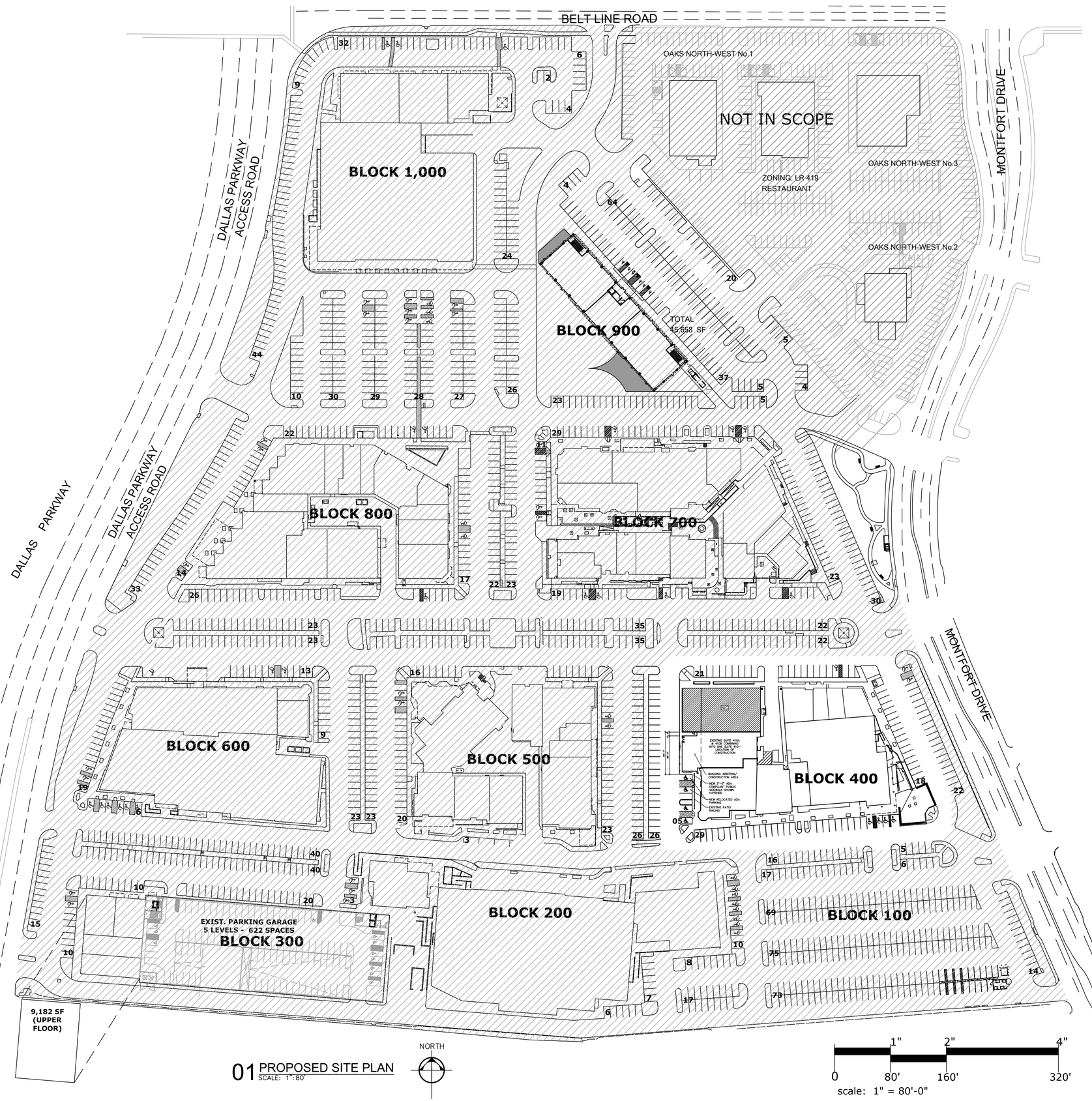
- **Casual Vibe:** Landmark offers a relaxed, unpretentious setting that appeals to a broad audience, from regulars to newcomers.
- **Neighborhood Focus:** It's designed to be a go-to spot for people in the community, making it a central hub for socializing and unwinding.
- **Accessible Menu:** The menu typically includes a variety of drinks, including classic and craft cocktails, beers, and a selection of americana favorites catering to diverse tastes.
- **Entertainment:** Landmark often features entertainment options such as live music, trivia nights, and sports viewing events, creating an engaging and dynamic experience for guests.

Landmark is essentially the kind of place where people can come as they are, whether for a lunch meeting, quick drink after work, a night out with friends, or to catch a game. It's designed to be a cornerstone of the neighborhood, offering something for everyone.

The first Landmark Bar & Kitchen restaurant opened in 2013 in Fort Worth, TX and has continued to be a favorite for locals and business travelers.

Please check out www.LandmarkBars.com to learn more about the concept.

Concept Info:
Hours of Operations: Daily from 11am – 2am
Employees: 40-50
Sample Food Menu: CLICK HERE
Sample Drink Menu: CLICK HERE
Executive Chef: Paul Niekrasz(previously with HG Sply Co, Restaurants America, Fat Rabbit, Foxtrot)
General Manager: Aaron Latus(previously with Pappasitos, Pappas Bros. Steakhouse, Pappadeux)



EXISTING PARKING COUNT	
EXISTING REQUIRED PARKING:	2,130 (1,699 SPACES FOR RETAIL/RESTAURANT & 428 SPACES FOR THEATER
EXISTING APPROVED PARKING:	2,260
TOTAL EXISTING SQUARE FOOTAGE:	382,710 W/ PATIOS

PROPOSED PARKING COUNT	
ADDED SQUARE FOOTAGE:	1,367
NUMBER OF NEW REQUIRED SPACES:	14
PROPOSED NEW TOTAL SQUARE FOOTAGE:	384,077
PROPOSED NEW REQUIRED PARKING:	2,144
NEW PROPOSED PROVIDED EXISTING PARKING:	2,256

SITE PLAN NOTES

a. "Any revision to this plan will require Town approval and will require revisions to any corresponding plans to avoid conflicts between plans."
b."Open storage, where permitted, shall be screened in accordance with Town regulations."
c."Buildings with an aggregate sum of 0 square feet or greater on a lot shall have an automatic fire sprinkler system installed throughout all structures. Alternative fire protection measures may be approved by the Fire Marshal."
d. "All signage is subject to Town approval via a Sign Permit."
e. "All fences and retaining walls shall be shown on the site plan and are subject to Building Inspection Division approval."
f. "This plan conforms with design standards included in the Town of Addison Transportation Plan, Water System Requirements, Waste Water System Requirements, and Drainage Criteria Manual."

Note: "Handicap parking is w will be provided in accordance with ADA standards."

General Notes:

1. The purpose of this new special use permit Case No. 1922-SUP application is to allow for the possession, storage, retail sale and on-premise consumption of alcoholic beverages (beer, wine, and mixed beverages) in conjunction with a restaurant.
2. ALL OF HAWKERS IS NOT IN CONTRACT AND THERE IS NO CONSTRUCTION TO THIS SUITE OR ANY OTHERS EXCEPT FOR THE SUITE SHOWN IN THIS PROPOSED NEW LAYOUT AND EXTENSION.

*NOTE: BASED OFF OF EXISTING SITE PLAN PROVIDED BY PROPERTY OWNER.

01 PROPOSED SITE PLAN
SCALE: 1":80'

NORTH

0 80' 160' 320'
1" 2" 4"
scale: 1" = 80'-0"

PROJECT

LANDMARK
BAR & KITCHEN

SUITE 410

ADDITION TO AN EXISTING BUILDING AND INTERIOR REMODEL

ALL RIGHTS RESERVED. NO PART OF THESE DRAWINGS OR SPECIFICATIONS MAYBE COPIED, REPRODUCED OR USED IN CONNECTION WITH ANY WORK, OTHER THEN THE SPECIFIC PROJECT FOR WHICH THEY HAVE BEEN PREPARED, WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE ARCHITECT OR DESIGNER.

ARCHITECT OF RECORD
MORRIS MACINTOSH
T: 817-247-4878
momac500@hotmail.com

REGISTERED ARCHITECT
MORRIS W. MACINTOSH
12933
STATE OF TEXAS
09-02-24

DESIGN CONSULTANT
HALO STUDIO DESIGNS
408 FOREST LANE GUN BARREL CITY, TEXAS 75156
TEL: 469-595-1791
CONTACT: HEATHER SMITH
HSMITH@HALOSTUDIODESIGNS.COM

STRUCTURAL ENGINEER
ALFREDO CERVANTES
4661 Thanksgiving Ln
Plano, Texas 75024
Tel: 972-408-6620
Fax: 972-491-9870
dr.ac@alpha-c-eng.com
www.alphac-engineering.com

MEP ENGINEER
CHOICE ENGINEERING
TEL: (972) 358-7732
CONTACT: JARRET RICE
jarret@choice.engineering

TENANT
SHAUL SULTAN
5609 SMU BLVD; SUITE 102
Dallas, TX 75206
(832)638-3378

PROPERTY OWNER
VOP Partners LLC
5001 Spring Valley Road
Suite 450E
Dallas, TX 75244
jason.jones@voppartners.com
214-334-3560

VICINITY MAP:

NOT TO SCALE

SHEET NAME:

SP1.0

SHEET NAME
SITE PLAN

DATE: 09/02/2024

CASE #: 1922-SUP

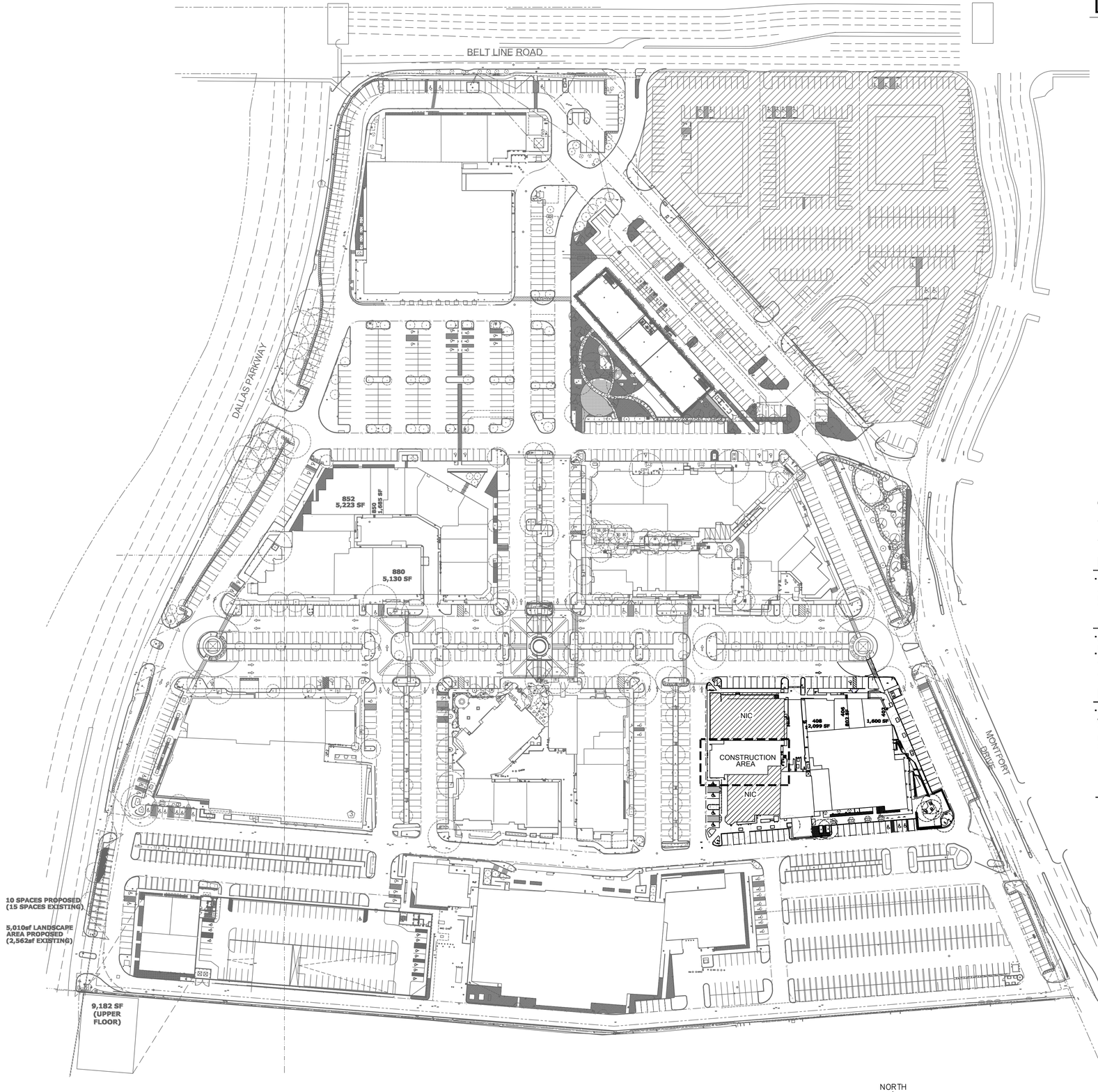
SUB DIVISION NAME:
VILLAGE ON THE PARKWAY

LEGAL DESCRIPTION:
LOT 1, BLOCK A/8170
PARKWAY PLACE ADDITION NO. 2
VOLUME 71097, PAGE 2205
LOT 2A, OF LOTS 1A, 1B, AND 2A

ADDRESS: 5100 BELT LINE ROAD, ADDISON, TEXAS 75254

SITE INFORMATION:

EXISTING LAND USE:	SHOPPING CENTER
LOT AREA:	1,376,833 SQ. FT.
BUILDING SQ FT:	5,395 SQ. FT. (EXTERIOR FOOT PRINT)
SPRINKLED:	SPRINKLED
ZONING EXISTING USE:	PLANNED DEVELOPMENT
BUILDING HEIGHT:	SEE DRAWING
PATIO SQ. FT.	NA



01 PROPOSED LANDSCAPE PLAN
SCALE: 1": 80

NORTH

1" 2" 4"
0 80' 160' 320'
scale: 1" = 80'-0"

*NOTE: BASED OFF OF EXISTING LANDSCAPE PLAN PROVIDED BY PROPERTY OWNER.

LANDSCAPE LEGEND

- EXISTING CANOPY TREE (8" CAL. MIN. 14'-16' TALL) (LIVE OAK, BALD CYPRESS, CHINKAPIN OAK, RED OAK)
- EXISTING ORNAMENTAL TREE (2.5" CAL. MIN) (DESERT WILLOW, TEXAS REDBUD (8'-10' TALL MIN), CRAPE MYRTLE (6'-8' TALL MIN)
- EVERGREEN SCREENING SHRUB PLANTING AREA (36" HT. AT TIME OF PLANTING, 5 GAL MIN, FULL BODIED) (DWARF WAX MYRTLE, TEXAS SAGE, NANDINA, JUNIPER)
- EXISTING TREE TO BE PRESERVED (SYMBOL SIZE VARIES BY CANOPY SIZE)
- EXISTING TREE TO BE REMOVED (SYMBOL SIZE VARIES BY CANOPY SIZE)
- PROPOSED LANDSCAPE SITE AREA (MIXED PLANTING - NATIVE OR ADAPTED SHRUBS OR GROUNDCOVER)
- EXISTING LANDSCAPE SITE AREA (LAWN OR MIXED PLANTING)
- EXISTING LANDSCAPE SITE AREA (MIXED PLANTING - NATIVE OR ADAPTED SHRUBS OR GROUNDCOVER)
- EXISTING LANDSCAPE SITE AREA (LAWN - BUFFALO, ZOYSIA, BERMUDA)
- EXISTING DECOMPOSED GRANITE
- PROPOSED NEW PEDESTRIAN PAVEMENT
- EXISTING PEDESTRIAN PAVEMENT
- LIMITS OF WORK
- EASEMENT
- PROPERTY LINE

IRRIGATION NOTES

* ALL LANDSCAPE AREAS WILL BE IRRIGATED BY A FULLY AUTOMATIC IRRIGATION SYSTEM. A CODE COMPLIANT IRRIGATION SYSTEM WILL BE INSTALLED THAT CONFORMS WITH INDUSTRY STANDARDS.

SOIL NOTES

* EACH LARGE TREE WILL BE INSTALLED WITH A MINIMUM SOIL DEPTH OF 40 INCHES (25sf OF SURFACE AREA = 83.25cuft.)
* EACH LARGE SHRUB OR SMALL TREE WILL BE INSTALLED WITH A MINIMUM DEPTH OF 30 INCHES (25sf OF SURFACE AREA = 62.5cuft.)

PLANTING LOCATION NOTES

* PROPOSED TREE LOCATIONS CAN BE ADJUSTED OR EXISTING TREES WITHIN THE LIMITS OF WORK ONLY REMOVED BEYOND LOCATIONS SHOWN ON THIS PLAN WITH THE APPROVAL OF THE DIRECTOR OF PARKS AND RECREATION OR DIRECTOR'S DESIGNEE. IN THE EVENT EXISTING OR PROPOSED UTILITIES OF ANY KIND, TRANSFORMERS, OR GRADE ISSUES CAUSE SUCH LOCATIONS TO BE DETRIMENTAL TO THE TREES LONG TERM GROWTH AND WELFARE.

LANDSCAPE CALCULATIONS

Addison, Texas
Village on the Parkway

		Percent	SQ. FT.
	Total Site Area		1,376,844 (31.6 ACRES)
Total Landscape Site Area			
	Landscape Site Area Required	20%	275,348
	Landscape Site Area Existing	7.85%	248,472
	Landscape Site Area Provided	10.21%	36
Parking Lot Planting Area		**Percent**	**SQ. FT.**
	General Planting Area Required	10%	51,616
	General Planting Area Provided	20.63%	106,392
20'-0" Buffer Requirement		**LINEAR FT**	**SQ. FT.**
	20' Buffer Required	2,165	35,704
	20' Buffer Provided	1,238	36,057

PROJECT
LANDMARK BAR & KITCHEN
SUITE 410
ADDITION TO AN EXISTING BUILDING AND INTERIOR REMODEL

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ARCHITECT OF RECORD
MORRIS MACINTOSH
T: 817-247-4878
momac500@hotmail.com

REGISTERED ARCHITECT MORRIS W. MACINTOSH 12933 STATE OF TEXAS
09-02-24

DESIGN CONSULTANT
HALO STUDIO DESIGNS
408 FOREST LANE GUN BARREL CITY, TEXAS 75156
TEL: 469-595-1791
CONTACT: HEATHER SMITH
HSMITH@HALOSTUDIODESIGNS.COM

STRUCTURAL ENGINEER
ALFREDO CERVANTES
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Plano, Texas 75024
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Fax: 972-491-9870
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jarret@choice.engineering

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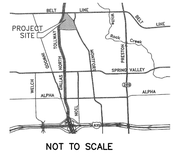
VICINITY MAP:



NOT TO SCALE

SHEET NAME:
SP1.1

SHEET NAME
LANDSCAPE PLAN

DATE: 09/02/2024

CASE #: 1922-SUP

SUB DIVISION NAME:
VILLAGE ON THE PARKWAY

LEGAL DESCRIPTION:
LOT 1, BLOCK A/8170
PARKWAY PLACE ADDITION NO. 2
VOLUME 71097, PAGE 2205
LOT 2A, OF LOTS 1A, 1B, AND 2A

ADDRESS: 5100 BELT LINE ROAD, ADDISON, TEXAS 75254

SITE INFORMATION:

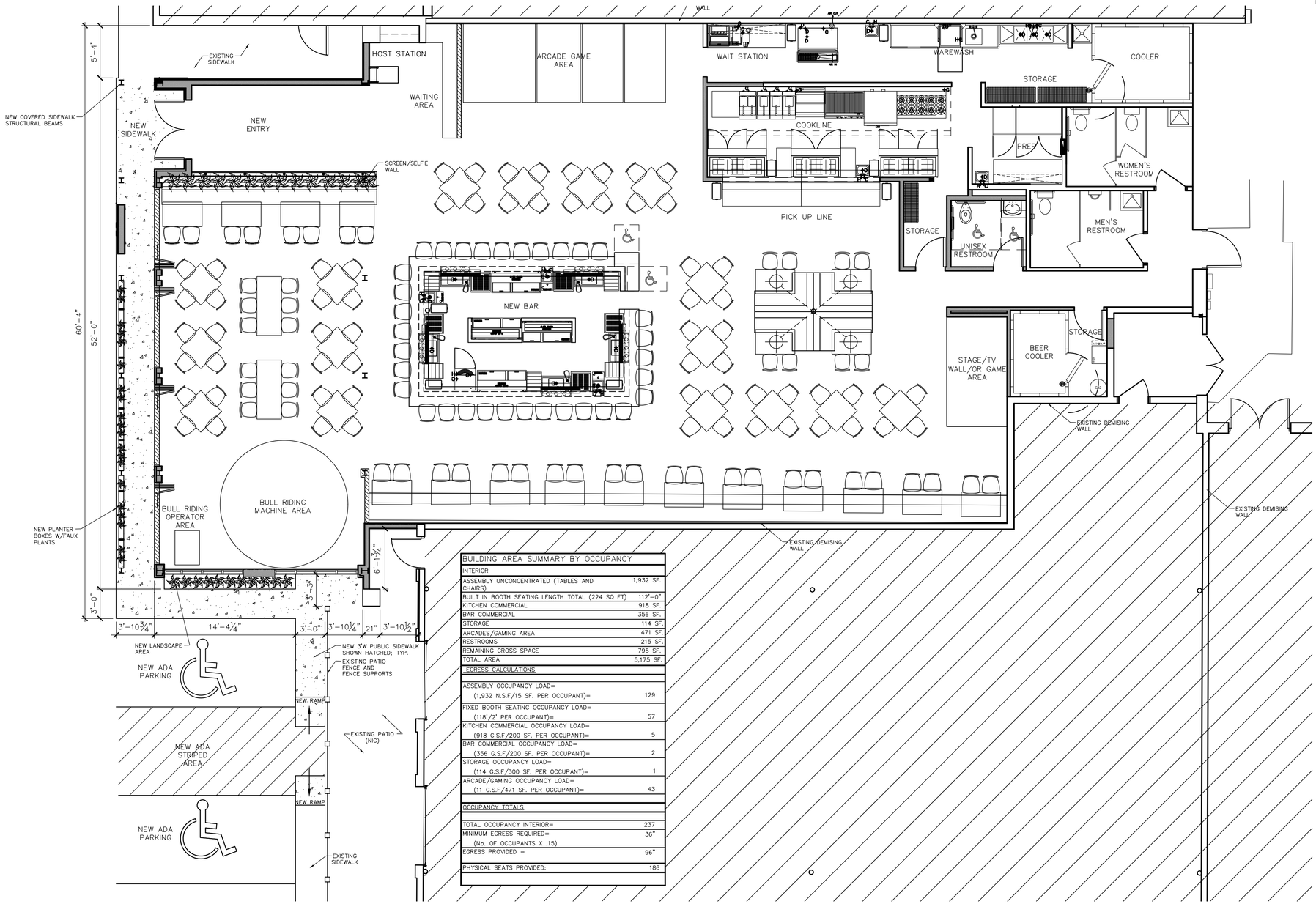
EXISTING LAND USE:	SHOPPING CENTER
LOT AREA:	1,376,833 SQ. FT.
BUILDING SQ FT:	5,395 SQ. FT. (EXTERIOR FOOT PRINT)
SPRINKLED:	SPRINKLED
ZONING EXISTING USE:	PLANNED DEVELOPMENT
BUILDING HEIGHT:	SEE DRAWING
PATIO SQ. FT.	NA

WALL LEGEND

- NEW WALL AS SCHEDULED
- EXISTING WALL TO REMAIN
- NEW LOW WALL

General Notes:

1. AIR/FLY FANS TO BE PROVIDED AT ALL EXTERIOR OPENING WINDOW SYSTEM; TYP.



BUILDING AREA SUMMARY BY OCCUPANCY	
INTERIOR	
ASSEMBLY UNCONCENTRATED (TABLES AND CHAIRS)	1,932 SF.
BUILT IN BOOTH SEATING LENGTH TOTAL (224 SQ FT)	112'-0"
KITCHEN COMMERCIAL	918 SF.
BAR COMMERCIAL	356 SF.
STORAGE	114 SF.
ARCADES/GAMING AREA	471 SF.
RESTROOMS	215 SF.
REMAINING GROSS SPACE	795 SF.
TOTAL AREA	5,175 SF.
EGRESS CALCULATIONS	
ASSEMBLY OCCUPANCY LOAD= (1,932 N.S.F/15 SF. PER OCCUPANT)=	129
FIXED BOOTH SEATING OCCUPANCY LOAD= (118'/2' PER OCCUPANT)=	57
KITCHEN COMMERCIAL OCCUPANCY LOAD= (918 G.S.F/200 SF. PER OCCUPANT)=	5
BAR COMMERCIAL OCCUPANCY LOAD= (356 G.S.F/200 SF. PER OCCUPANT)=	2
STORAGE OCCUPANCY LOAD= (114 G.S.F/300 SF. PER OCCUPANT)=	1
ARCADE/GAMING OCCUPANCY LOAD= (11 G.S.F/471 SF. PER OCCUPANT)=	43
OCCUPANCY TOTALS	
TOTAL OCCUPANCY INTERIOR=	237
MINIMUM EGRESS REQUIRED= (No. OF OCCUPANTS X .15)	36"
EGRESS PROVIDED =	96"
PHYSICAL SEATS PROVIDED:	186

PLAN NORTH

01 FLOOR PLAN
SCALE: 3/16" = 1'-0"

PROJECT

LANDMARK BAR & KITCHEN

SUITE 410

ADDITION TO AN EXISTING BUILDING AND INTERIOR REMODEL

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VICINITY MAP:

NOT TO SCALE

SHEET NAME:

SP2.0

SHEET NAME

FLOOR PLAN

DATE: 09/02/2024

CASE #: 1922-SUP

SUB DIVISION NAME:
VILLAGE ON THE PARKWAY

LEGAL DESCRIPTION:
LOT 1, BLOCK A/8170
PARKWAY PLACE ADDITION NO. 2
VOLUME 71097, PAGE 2205
LOT 2A, OF LOTS 1A, 1B, AND 2A

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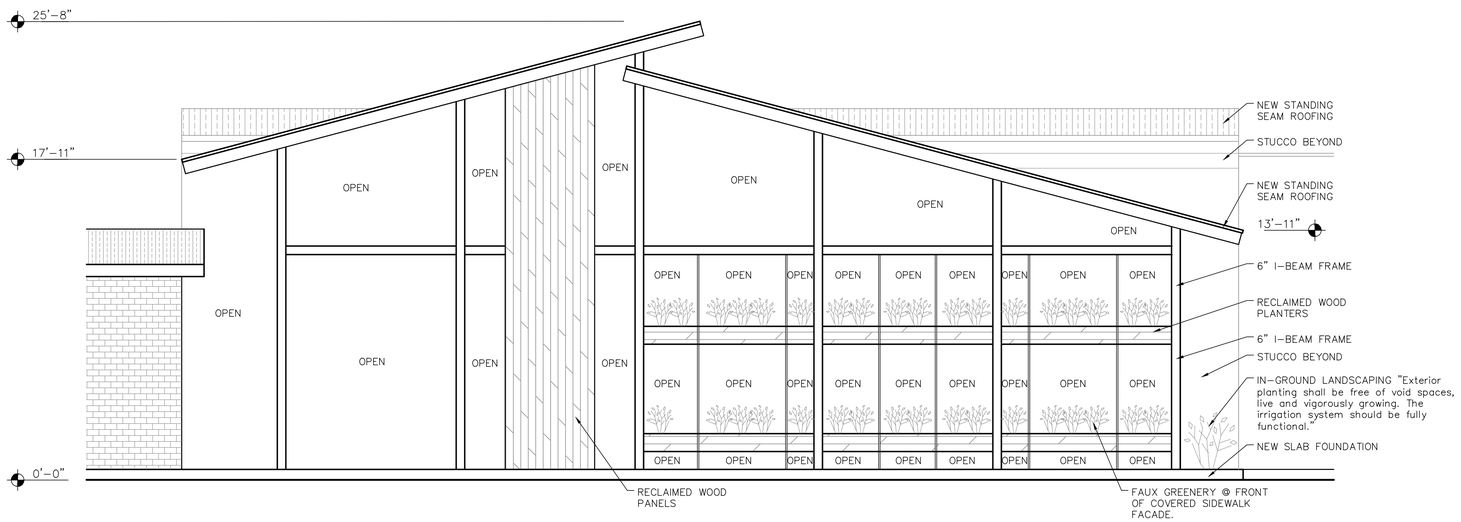
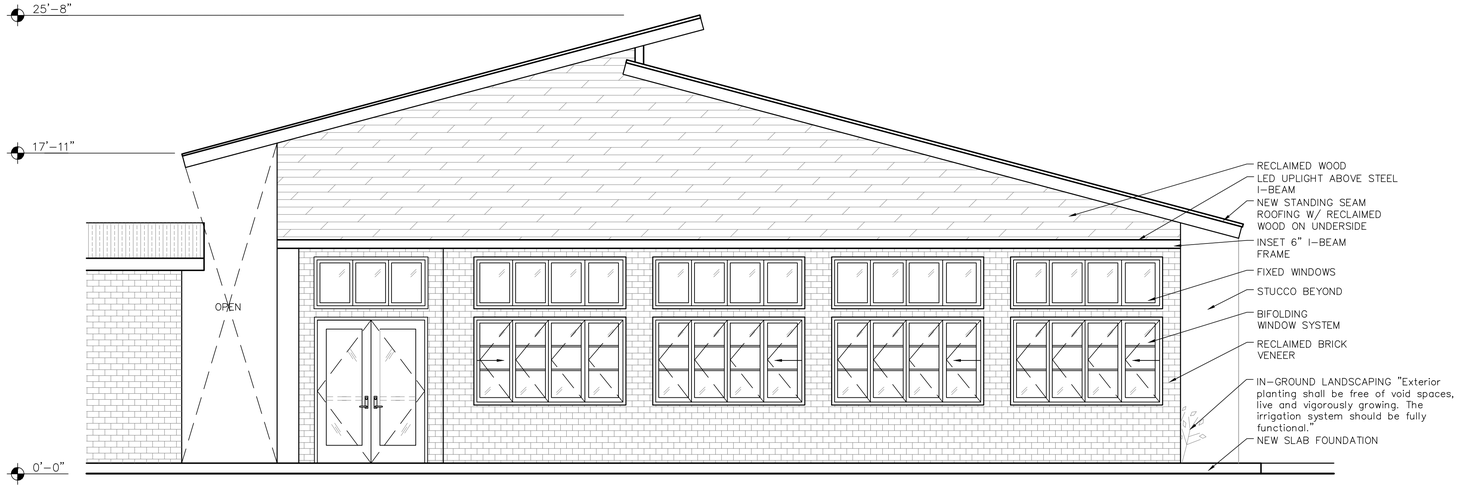
SPRINKLED:	SPRINKLED
ZONING EXISTING USE:	PLANNED DEVELOPMENT
BUILDING HEIGHT:	SEE DRAWING
PATIO SQ. FT.	NA



01 WEST ELEVATION- IN FRONT OF COVERED SIDEWALK

SCALE: 1/4" = 1'-0"



02 WEST ELEVATION- ACTUAL BUILDING WEST FACE

SCALE: 1/4" = 1'-0"

MATERIAL LEGEND

PAINTED STUCCO	
METAL STANDING SEAM ROOF	
BRICK	
WOOD PANELS	

FACADE OTHER:	724 SQ FT
FACADE MASONRY:	424 SQ FT
WINDOWS:	263 SQ FT
DOORS	52 SQ FT
TOTAL FACADE:	1,463 SQ FT

FACADE PLAN NOTES

- This Facade Plan is for conceptual purposes only. All building plans require review and approval by 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
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- Roof access shall be provided internally,unless otherwise permitted by the Chief Building Official

PROJECT

LANDMARK BAR & KITCHEN

SUITE 410

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09-02-24

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VICINITY MAP:

NOT TO SCALE

SHEET NAME:

SP3.0

SHEET NAME

FACADE ELEVATIONS

DATE: 09/02/2024

CASE #: 1922-SUP

SUB DIVISION NAME: VILLAGE ON THE PARKWAY

LEGAL DESCRIPTION: LOT 1, BLOCK A/8170 PARKWAY PLACE ADDITION NO. 2 VOLUME 71097, PAGE 2205 LOT 2A, OF LOTS 1A, 1B, AND 2A

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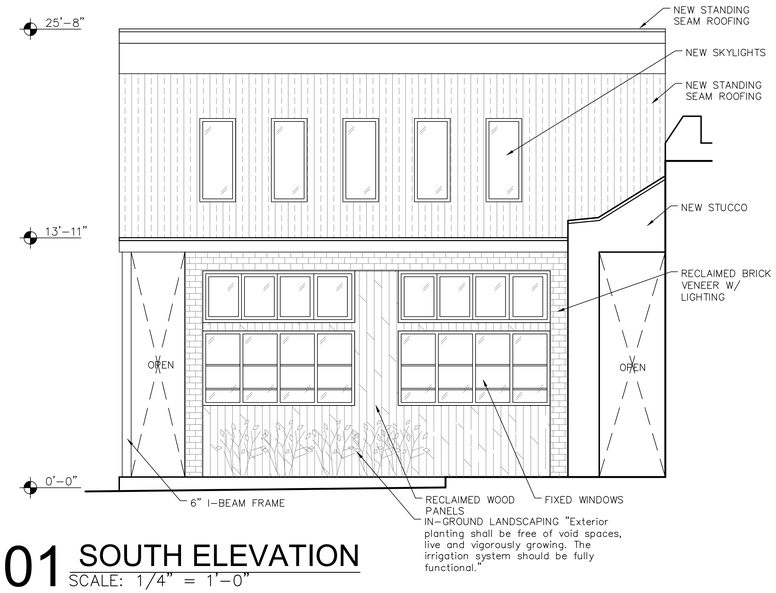
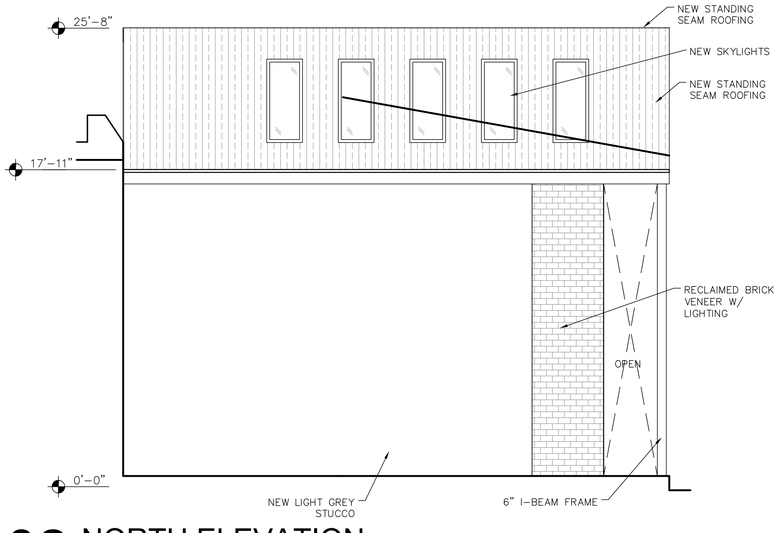
ZONING EXISTING USE:	PLANNED DEVELOPMENT
BUILDING HEIGHT:	SEE DRAWING
PATIO SQ. FT.	NA



01 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



02 NORTH ELEVATION
SCALE: 1/4" = 1'-0"

MATERIAL LEGEND

PAINTED STUCCO	
METAL STANDING SEAM ROOF	
BRICK	
WOOD PANELS	

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PROJECT
LANDMARK BAR & KITCHEN
SUITE 410
ADDITION TO AN EXISTING BUILDING AND INTERIOR REMODEL

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VICINITY MAP:

NOT TO SCALE

SHEET NAME:
SP3.1

SHEET NAME
FACADE ELEVATIONS

DATE: 09/02/2024

CASE #: 1922-SUP

SUB DIVISION NAME:
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ZONING EXISTING USE:	PLANNED DEVELOPMENT
BUILDING HEIGHT:	SEE DRAWING
PATIO SQ. FT.	NA

*NOTE: RENDERINGS ARE CONCEPTUAL ONLY. NOT ALL ITEMS DEPICTED ARE 100% TRUE TO REALITY OR ARE 100% TRUE TO EXISTING CONDITIONS, AS THESE ARE FOR DESIGN INTENT AND CONCEPT UNDERSTANDING ONLY.

01 WEST ENTRY ELEVATION A
SCALE: NTS

02 WEST ENTRY ELEVATION A
SCALE: NTS

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PROJECT
LANDMARK BAR & KITCHEN
SUITE 410
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VICINITY MAP:

NOT TO SCALE

SHEET NAME:
SP3.2

SHEET NAME
FACADE ELEVATIONS

DATE: 09/02/2024

CASE #: 1922-SUP

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ZONING EXISTING USE:	PLANNED DEVELOPMENT
BUILDING HEIGHT:	SEE DRAWING
PATIO SQ. FT.	NA

City Council (FY24) **5. d.**

Meeting Date: 10/08/2024

Department: Development Services

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 732, 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 1923-SUP/5100 Belt Line Road, Suite 732 (Nouveau).

BACKGROUND:

The Addison Planning and Zoning Commission, meeting in regular session on September 17, 2024, voted to recommend approval of a request for a Special Use Permit (SUP) to allow a restaurant with the sale of alcoholic beverages for on-premises consumption on a property located at 5100 Belt Line Road, Suite 732, which is currently zoned Planned Development (PD), Ordinance No. O23-03.

Voting Aye: Barker, Braun, Chavez, Copeland, Fansler, Smith, Sommers
Voting Nay: none
Absent: none

SPEAKERS AT THE PUBLIC HEARING:

For: none
On: none
Against: none

RECOMMENDATION:

Administration recommends approval.

Attachments

1923-SUP Presentation
1923-SUP Ordinance
1923-SUP Staff Report
1923-SUP Letter of Intent
1923-SUP Plans

Nouveau Special Use Permit (1923-SUP)

October 8, 2024

Lesley Nyp, Director of Development & Neighborhood Services

Case 1923-SUP Nouveau

LOCATION:

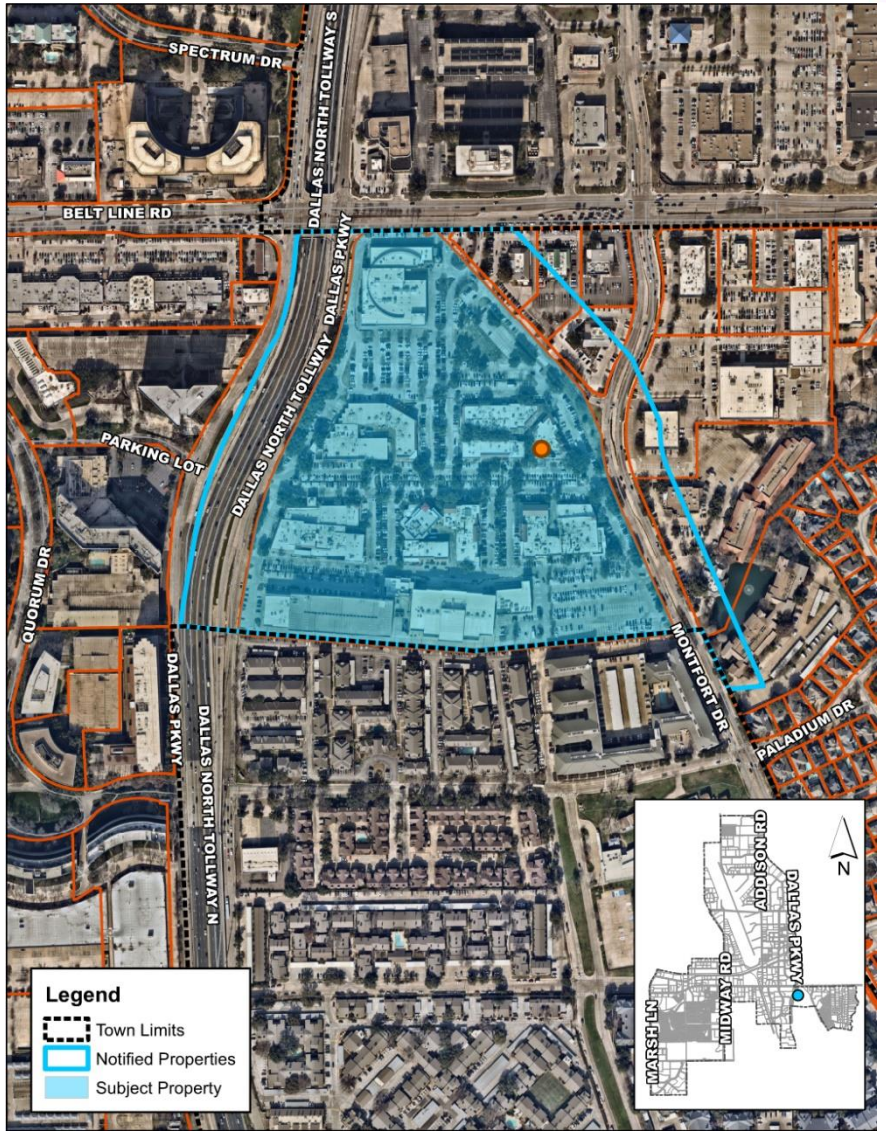
5100 Belt Line Road, Suite 732

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.



Case 1923-SUP Nouveau

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.

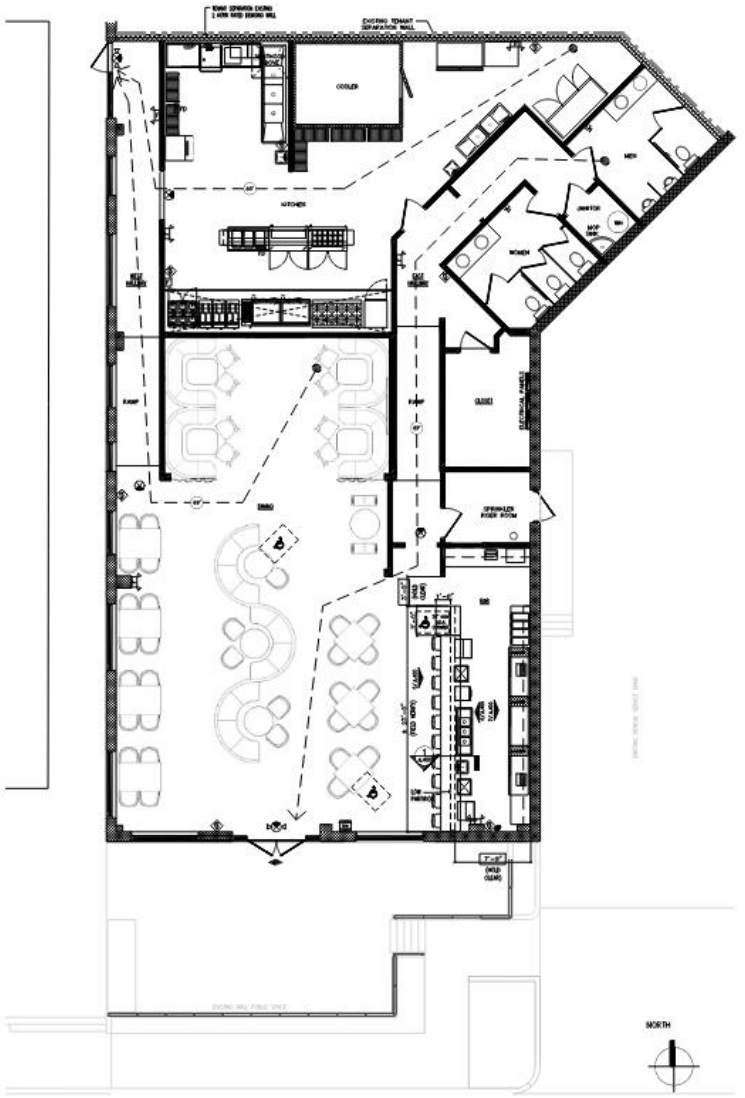
2023 – PD Amendment, Ord. No. O23-03, to modify the development plans to allow an office/retail building within Block 900.

Present – Proposed SUP to allow restaurant with the sale of alcohol for on-premises consumption.

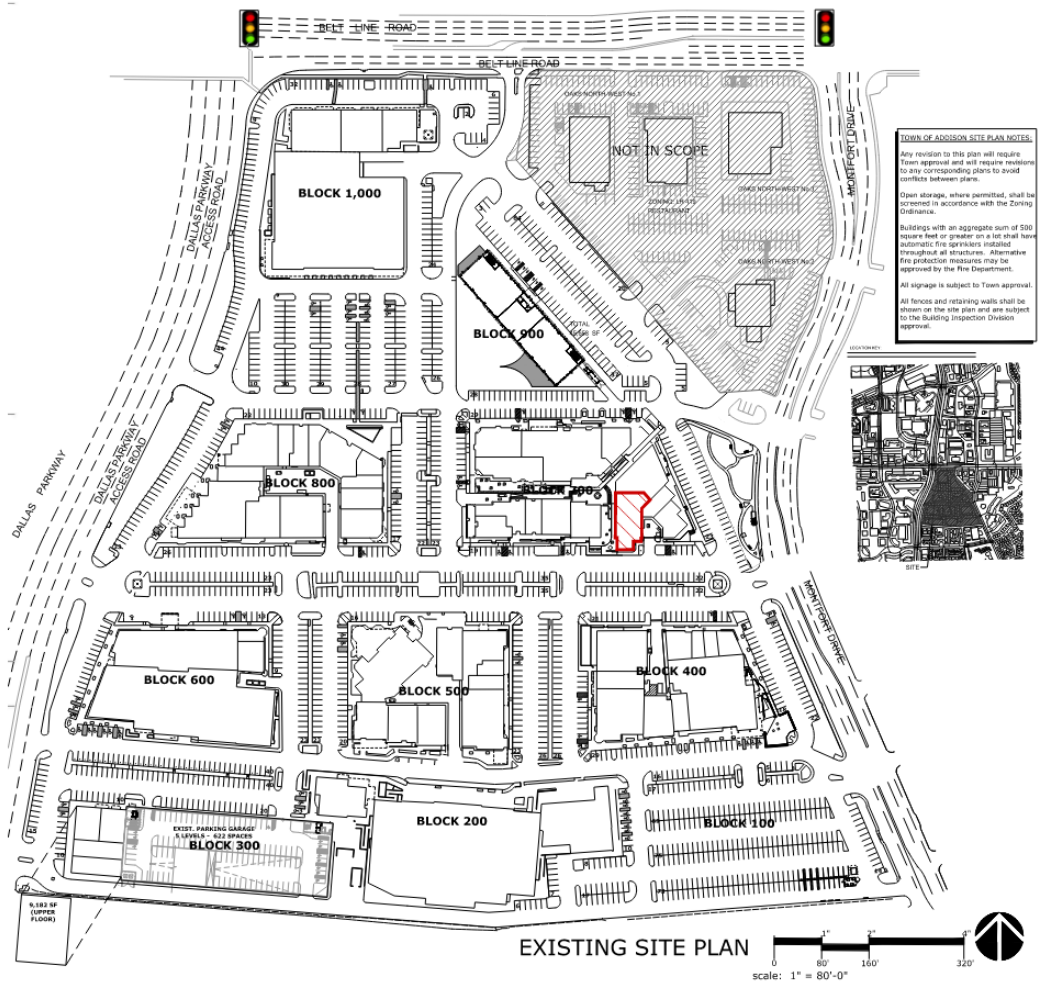
Case 1923-SUP Nouveau

FLOOR PLAN:

- 3,984 SF of interior floor area
- 600 SF patio space
- Seating for 77
- Sale of alcoholic beverages for on-premises consumption
- Hours of operation:
  - 11:00am – 12:00am, seven days a week



Case 1923-SUP Nouveau



PARKING:

- No modifications are proposed to the existing parking with this request. The site currently exceeds the required parking on site.

OPEN SPACE AND LANDSCAPE:

- No modifications are proposed to the existing landscaping with this request.

EXTERIOR APPEARANCE:

- No modifications are proposed to the existing façade with this request. Minor cosmetic enhancements are being considered, including paint and building signage.

Case 1923-SUP Nouveau

PUBLIC NOTICE:

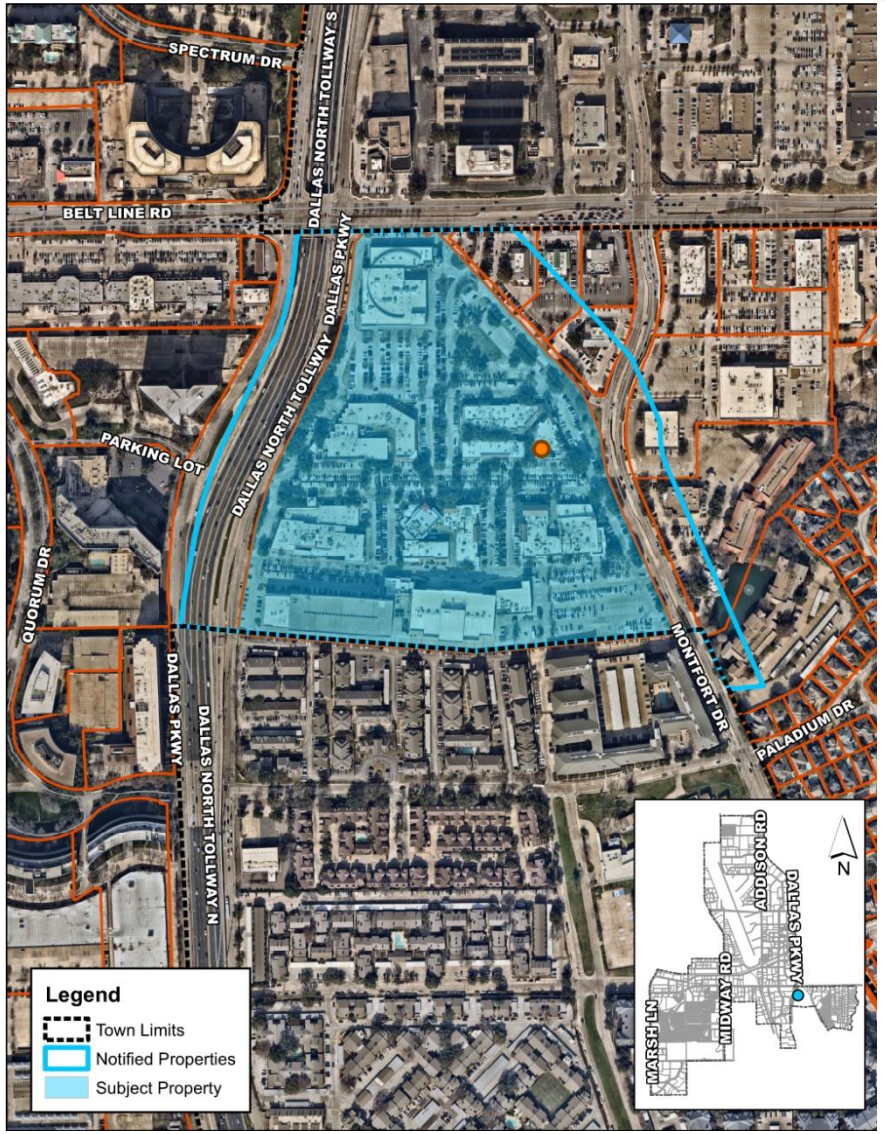
Notice of public hearing was provided to property owners within 200 feet of the subject property in accordance with Town and State law.

NOTICE RECIPIENTS: 8

FOR: None.
AGAINST: None.
NEUTRAL: None.

PLANNING & ZONING COMMISSION ACTION:

Approval: 7-0



Case 1923-SUP Nouveau

RECOMMENDATION:

Staff recommends **approval** of the request.

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 WITH THE SALE OF ALCOHOL FOR ON-PREMISES CONSUMPTOIN FOR THE PROPERTY LOCATED AT 5100 BELT LINE ROAD, SUITE 732; 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 September 17, 2024, the Planning & Zoning Commission considered and made recommendations on a request for a Special Use Permit (Case No. 1923-SUP) for a restaurant with the sale of alcohol for on-premises consumption at the property located at 5100 Belt Line Road, Suite 732 (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 with the sale of alcohol 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 3,984 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.

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 **8*TH*** day of **OCTOBER** ***2024.***

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Valencia Garcia, City Secretary

APPROVED AS TO FORM:

Whitt Wyatt, City Attorney

EXHIBIT A

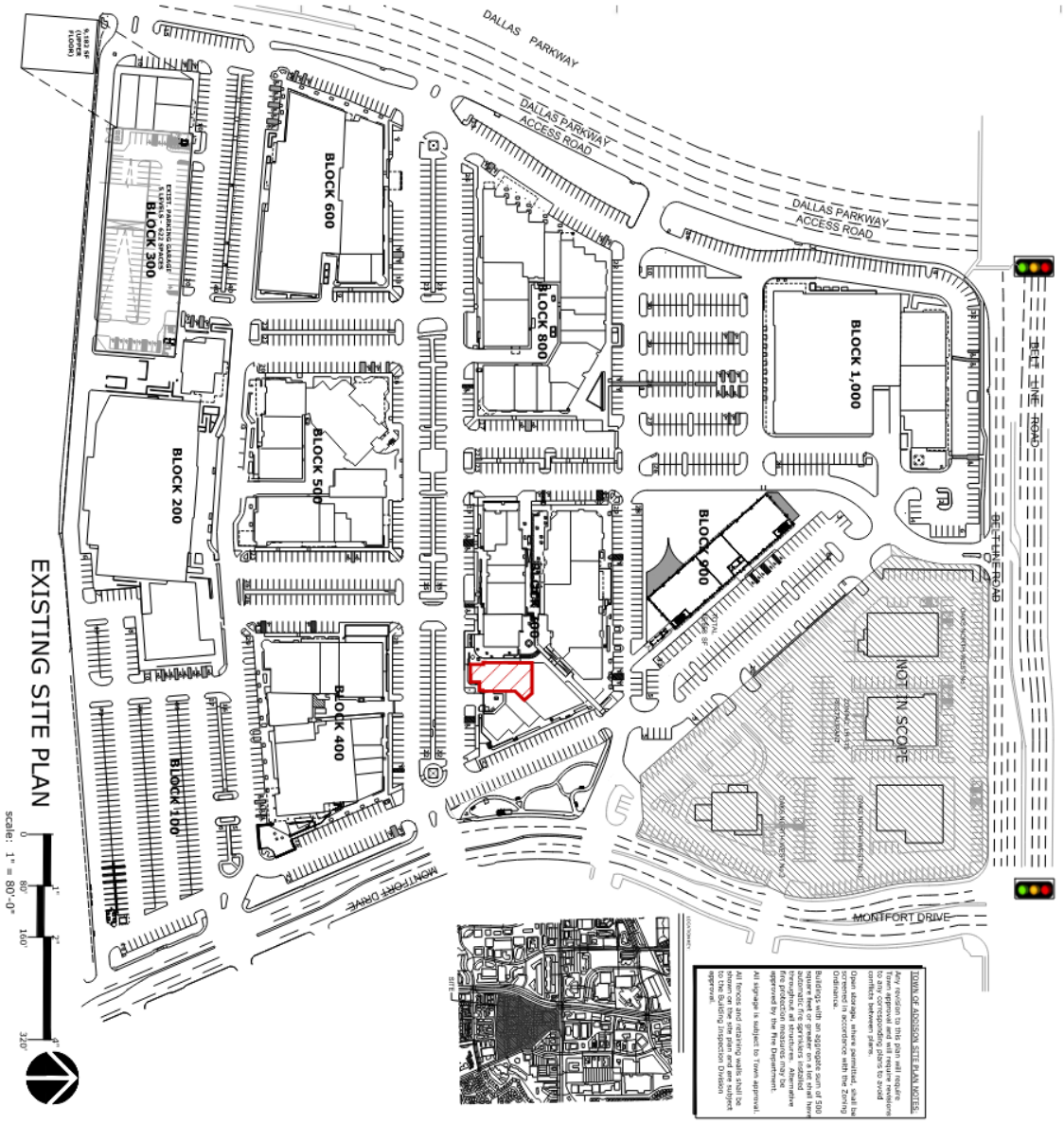

DALLAS PARKWAY
DALLAS PARKWAY ACCESS ROAD
DALLAS PARKWAY ACCESS ROAD
BELT LINE ROAD
BELT LINE ROAD
MONTFORT DRIVE
MONTFORT DRIVE
BLOCK 100
BLOCK 200
BLOCK 300
BLOCK 400
BLOCK 500
BLOCK 600
BLOCK 800
BLOCK 900
BLOCK 1,000
NOT IN SCOPE
EXISTING SITE PLAN
scale: 1" = 80'-0"
0
80'
160'
320'
SITE
TOWN OF ADDISON SITE PLAN NOTES

EXHIBIT A

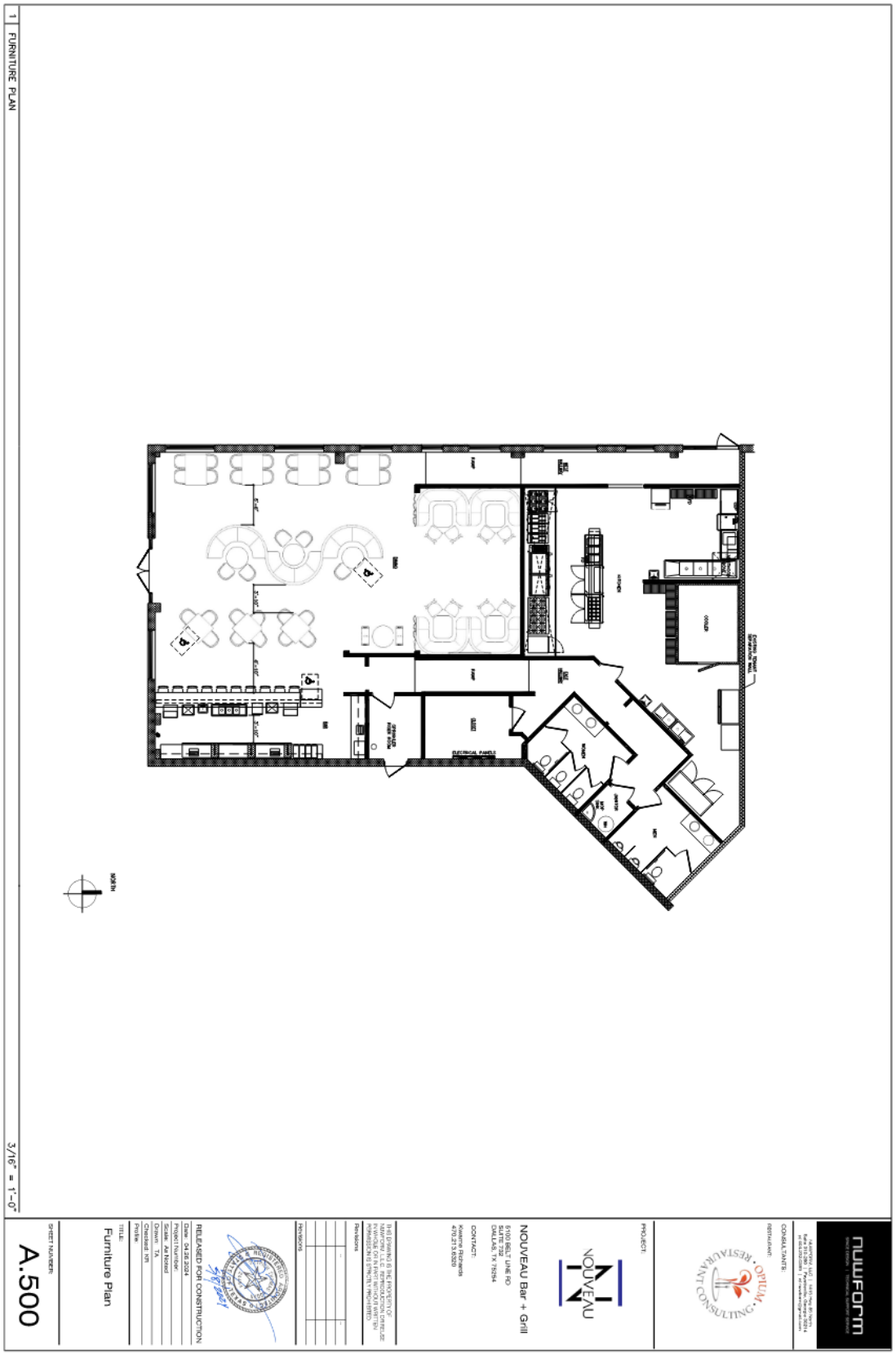
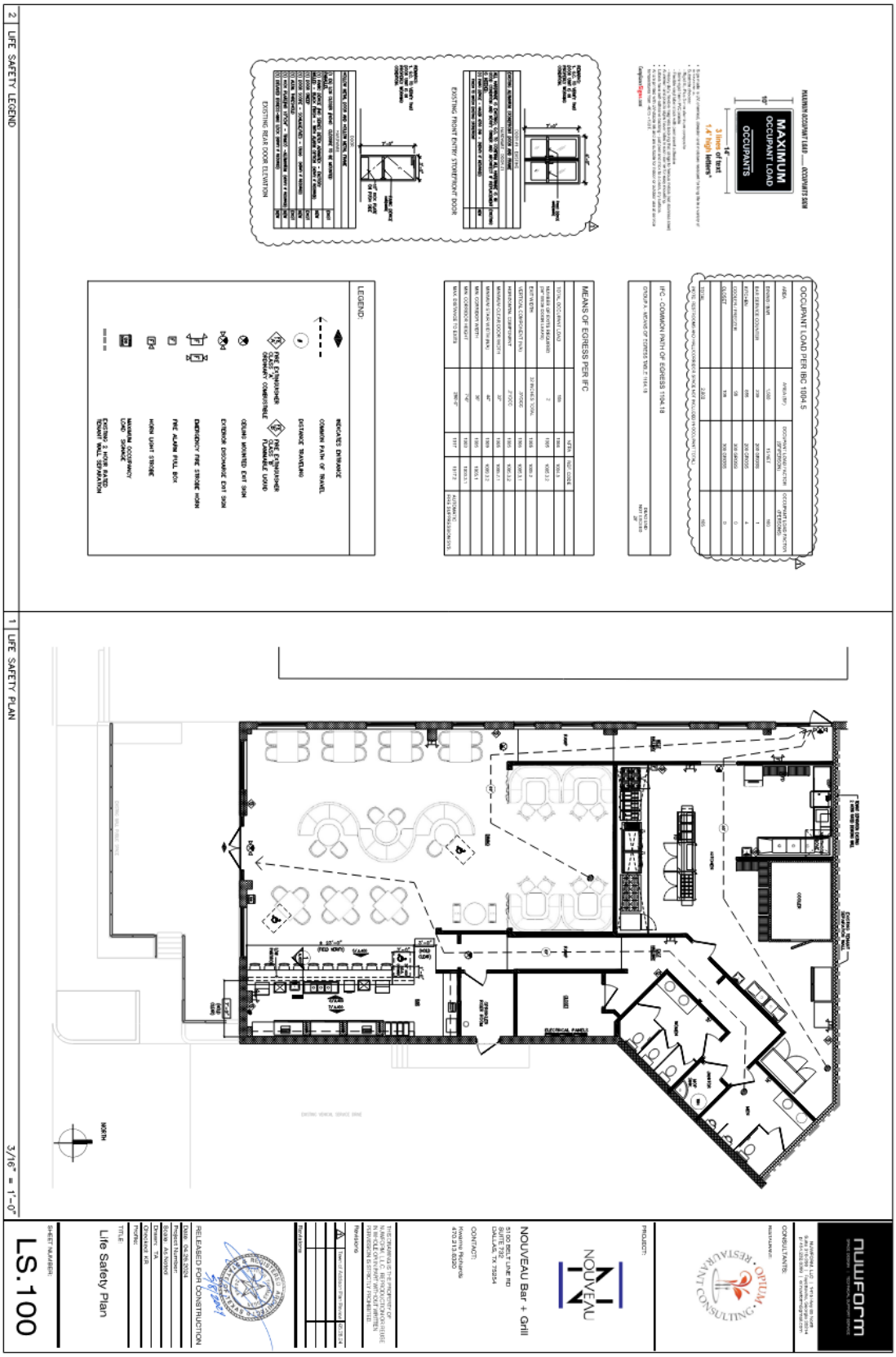

1 FURNITURE PLAN
3/16" = 1'-0"
NORTH
NOUVEAU Bar + Grill
5100 BELT LINE RD
SUITE 732
DALLAS, TX 75254
CONTACT:
Project Manager
470.273.6320
PROJECT:
CONSULTANTS:
ARCHITECT:
OPIUM RESTAURANT CONSULTING
RELEASED FOR CONSTRUCTION
Date: 04.26.2024
Project No: 0000
Scale: As Noted
Drawn: TA
Checked: RR
Profile:
TITLE:
Furniture Plan
SHEET NUMBER:
A.500

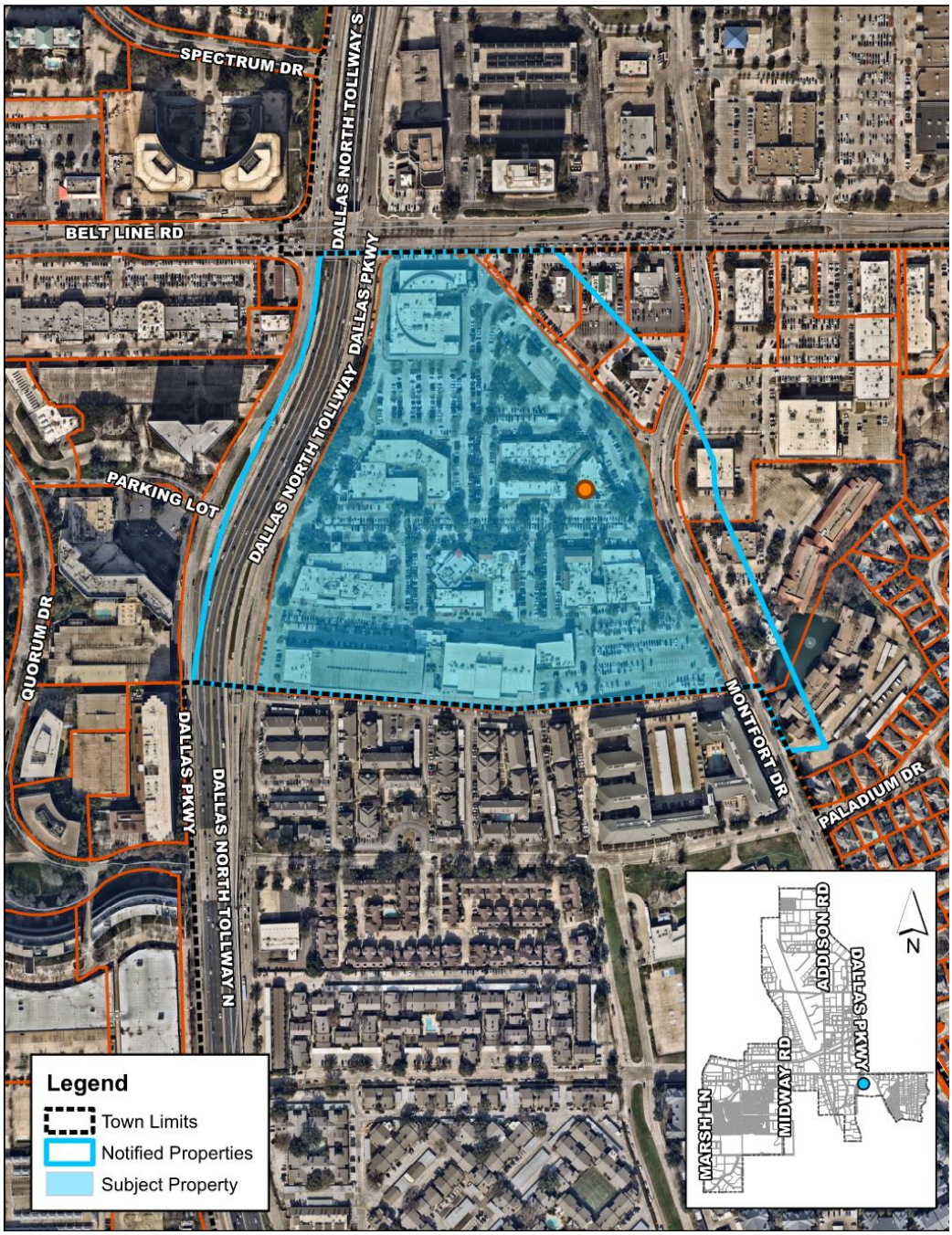
EXHIBIT A


2 LIFE SAFETY LEGEND
1 LIFE SAFETY PLAN
3/16" = 1'-0"
MAXIMUM OCCUPANT LOAD
OCCUPANTS
3 lines of text
1.4" high letters*
OCCUPANT LOAD PER IBC 1004.5
MEANS OF EGRESS PER IFC
IFC - COMMON PATH OF EGRESS 1104.18
LEGEND:
REQUIRED ENTRANCE
COMMON PATH OF TRAVEL
DISTANCE TRAVELED
FIRE EXTINGUISHER CLASS K ORDINARY COMBUSTIBLE
FIRE EXTINGUISHER CLASS B FLAMMABLE LIQUID
CEILING MOUNTED EXIT SIGN
EXTERIOR DIAGNOSTIC EXIT SIGN
EMERGENCY FIRE STROBE HORN
FIRE ALARM PULL BOX
HORN LIGHT STROBE
MANUAL DOOR/PANIC LOAD SIGNAGE
EXISTING 2 HOUR RATED TENANT WALL SEPARATION
EXISTING FRONT ENTRY STOREFRONT DOOR
EXISTING REAR DOOR ELEVATION
NORTH
nuwform
CONSULTANTS:
OPTIMA RESTAURANT CONSULTING
PROJECT:
NOUVEAU
NOUVEAU Bar + Grill
5100 BELT LINE RD
SUITE 732
DALLAS, TX 75254
CONTACT:
Yolanda Reyes
470.213.8330
Revisions
RELEASED FOR CONSTRUCTION
Life Safety Plan
LS.100

1923-SUP

PUBLIC HEARING Case 1923-SUP/5100 Belt Line Road, Suite 732 (Nouveau). 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 732, 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



September 17, 2024

STAFF REPORT

RE:	Case 1923-SUP/5100 Belt Line Road, Suite 732 (Nouveau)
LOCATION:	5100 Belt Line Road, Suite 732
REQUEST:	Approval of a Special Use Permit (SUP) for a restaurant with the sale of alcoholic beverages for on-premises consumption. (Application Date: 08/12/2024)
APPLICANT:	Kwame Richards, Nouveau Noir, LLC

DISCUSSION:

Background: The subject property is located at 5100 Belt Line Road, Suite 732. The proposed restaurant would occupy a currently vacant suite 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 restaurant, Dream Café, which was approved via SUP, Ordinance No. 011-065. The center is zoned Planned Development (PD), Ordinance No. O12-002, and as amended by Ordinance No. O23-03.

Nouveau is a full-service restaurant serving brunch, lunch and dinner. The concept originated in 2019 and has since expanded. The Addison restaurant would be Nouveau's third location and first in Texas. The existing restaurants are located in Georgia. The restaurant's menu offers southern inspired comfort food, and the bar will provide a variety of cocktails, wine, and beer.

The restaurant proposes to utilize an existing 3,984 square foot space within Block 700 at Village on the Parkway. The space, Suite 732, was formerly used as a restaurant, however it has remained vacant for several years. The restaurant will include an existing 600 square foot patio space situated at the entrance of the suite. Nouveau proposes to offer alcohol sales for on-premises consumption.

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, Nouveau proposes utilize the existing 3,984 square foot suite. The applicant has proposed some interior modifications; however, the suite layout will largely remain as is. This suite has an existing 600 square foot patio space that is separated from the public realm by an existing metal fence, which is proposed to remain. The proposed restaurant will provide indoor seating for approximately 77 individuals. The interior floor plan is comprised of

a kitchen, service areas, a bar, and dining area with table, booth, and bar seating. The restaurant will utilize the solid waste facilities within the existing service yard, east 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 2,130 parking 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). This request does not modify any of the existing parking. The proposal is in compliance with the parking requirements.

Exterior Facades: The applicant is not proposing modifications to the existing building façade. It is the intent for the façade to remain as is with minor cosmetic enhancements including paint and restaurant signage, which is reviewed via the sign permitting processes.

Landscaping and Open Space: There are no modifications proposed to the existing landscape plan approved via PD, Ordinance No. O23-03.

RECOMMENDATION: **APPROVAL**

Nouveau will continue to expand the restaurant offerings at Village on the Parkway. It will also fill a currently vacant suite that was formerly used as a restaurant. The proposal does not include site modifications, therefore, is unlikely to have a significant impact on the center.

Staff recommends approval of these requests.

Case 1923-SUP/5100 Belt Line Road, Suite 732 (Nouveau)

September 17, 2024

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on September 17, 2024, voted to recommend approval of a request for a Special Use Permit (SUP) to allow a restaurant with the sale of alcoholic beverages for on-premises consumption on a property located at 5100 Belt Line Road, Suite 732, which is currently zoned Planned Development (PD), Ordinance No. O23-03.

Voting Aye: Barker, Braun, Chavez, Copeland, Fansler, Smith, Sommers
Voting Nay: none
Absent: none

SPEAKERS AT THE PUBLIC HEARING:

For: none
On: none
Against: none

Aug 12, 2024

ATTN: Lesley Nyp
Director of Development & Neighborhood Services

Re: Letter of Intent for Special Use Permit - Nouveau Noir Bar & Grill

Dear Ms. Nyp,

I am writing on behalf of Nouveau Noir to formally express our intent to apply for a Special Use Permit for our restaurant, located at 5100 Beltline Rd, Suite 732. Our goal is to bring a unique dining and entertainment experience to the Addison community, one that aligns with the vibrant and diverse culture of the area.

Nouveau Noir was founded on principles of faith, hard work, and a commitment to excellence. Our restaurant offers an upscale environment with a dynamic atmosphere, featuring a lively bar area and a serene, elegant main dining space. Our vision is to create a venue that not only serves great food and drinks but also becomes a cornerstone of the community.

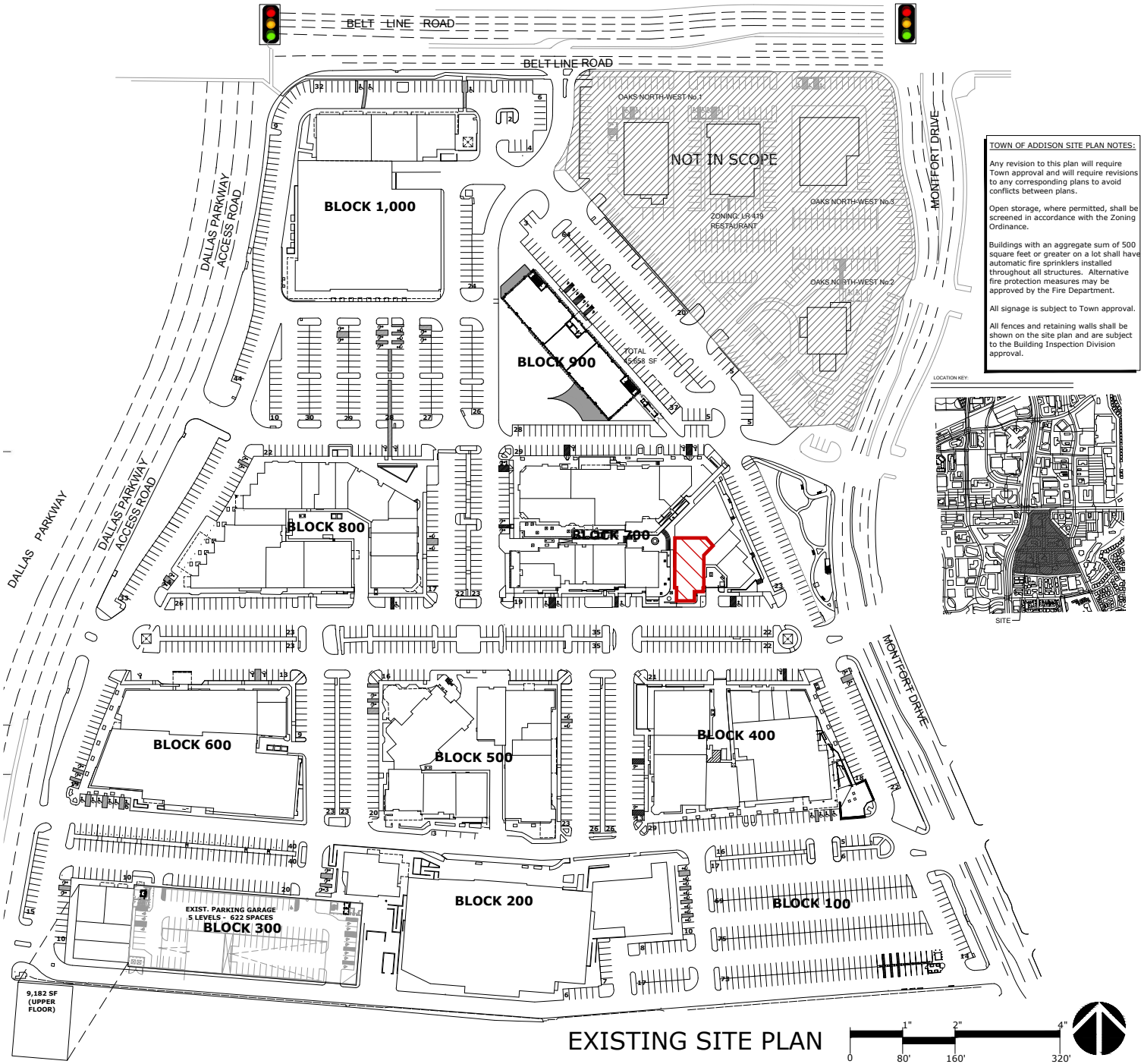
We believe that Addison is the perfect location for our next chapter. The welcoming nature of the community and the need for venues that showcase the true character of the city make it an ideal fit for our concept. We are excited about the opportunity to contribute to the growth and vibrancy of the area.

We look forward to discussing our application further and working closely with you to secure the necessary permits to bring Nouveau Noir to Addison.
We are confident that Nouveau Noir will be a valuable addition to Addison, offering a unique and enriching experience for residents and visitors.

Thank you for your consideration

Sincerely,

Ebony Austin
Owner
Nouveau Noir



TOWN OF ADDISON SITE PLAN NOTES:

Any revision to this plan will require Town approval and will require revisions to any corresponding plans to avoid conflicts between plans.

Open storage, where permitted, shall be screened in accordance with the Zoning Ordinance.

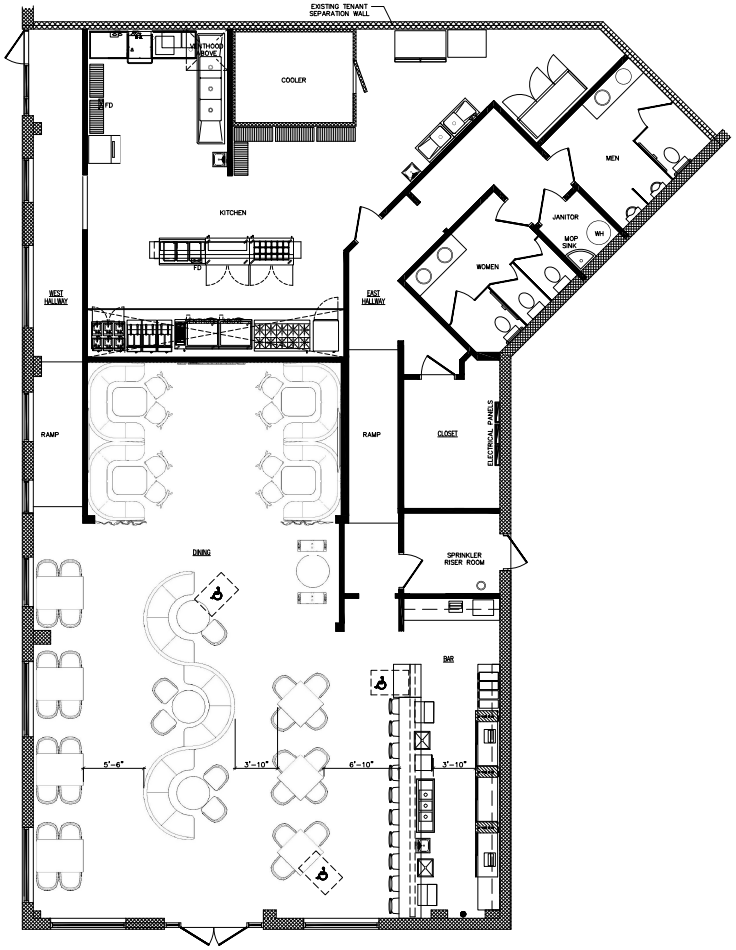
Buildings with an aggregate sum of 500 square feet or greater on a lot shall have automatic fire sprinklers installed throughout all structures. Alternative fire protection measures may be approved by the Fire Department.

All signage is subject to Town approval.

All fences and retaining walls shall be shown on the site plan and are subject to the Building Inspection Division approval.

EXISTING SITE PLAN

1" 2" 4"
0 80' 160' 320'
scale: 1" = 80'-0"



NORTH

1 FURNITURE PLAN

3/16" = 1'-0"

nuwform
SPACE DESIGN | TECHNICAL SUPPORT SERVICE

NUWFORM, LLC | 1415 Hwy 85 North
Suite 310-290 | Fayetteville, Georgia 30214
p/ 404.232.0399 | e/ nuwform@gmail.com

CONSULTANTS:

RESTAURANT:

OPIUM RESTAURANT CONSULTING

PROJECT:

NOUVEAU

NOUVEAU Bar + Grill

5100 BELT LINE RD
SUITE 732
DALLAS, TX 75254

CONTACT:

Kwame Richards
470.213.6320

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Revisions

	--	--

Revisions

REGISTERED ARCHITECT — STATE OF TEXAS

5/8/2024

RELEASED FOR CONSTRUCTION

Date: 04.26.2024
Project Number:
Scale: As Noted
Drawn: TA
Checked: KR
Profile:

TITLE:

Furniture Plan

SHEET NUMBER:

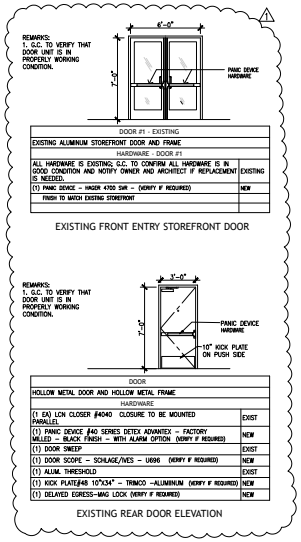
A.500

MAXIMUM OCCUPANT LOAD ____ OCCUPANTS SIGN

3 lines of text
1.4" high letters*

- Sign made is UV, chemical, abrasion and moisture resistant for long life in a variety of environments.
- Substrate choices:
  - Rigid AL-Plus 3-mm aluminum composite
  - Semi-rigid 1mm PVC plastic
  - Flexible vinyl label stock with permanent adhesive
  - Heavy duty, flexible magnetic backing that clings to ferrous metals (not stainless steel)
- Aluminum and plastic signs have holes in each corner for easy mounting.
- Labels have self-adhesive backing - just peel and stick to a clean, dry surface.
- All are printed with UV-resistable ink and are suitable for indoor or outdoor use at service temperatures from -40 to +180 F.

ComplianceSigns.com



OCCUPANT LOAD PER IBC 1004.5

AREA	AREA (SF)	OCCUPANT LOAD FACTOR (SF/PERSON)	OCCUPANT LOAD FACTOR (PERSONS)
DINING / BAR	1,500	15 NET	100
BAR SERVICE COUNTER	239	200 GROSS	1
KITCHEN	855	200 GROSS	4
COOLER / FREEZER	99	300 GROSS	0
CLOSET	109	300 GROSS	0
TOTAL	2,802		105

(NOTE: RESTROOMS AND HALL/CORRIDOR SPACE NOT INCLUDED IN OCCUPANT TOTAL)

IFC - COMMON PATH OF EGRESS 1104.18

GROUP A - MEANS OF EGRESS TABLE 1104.18	DEAD END NOT EXCEED 20'

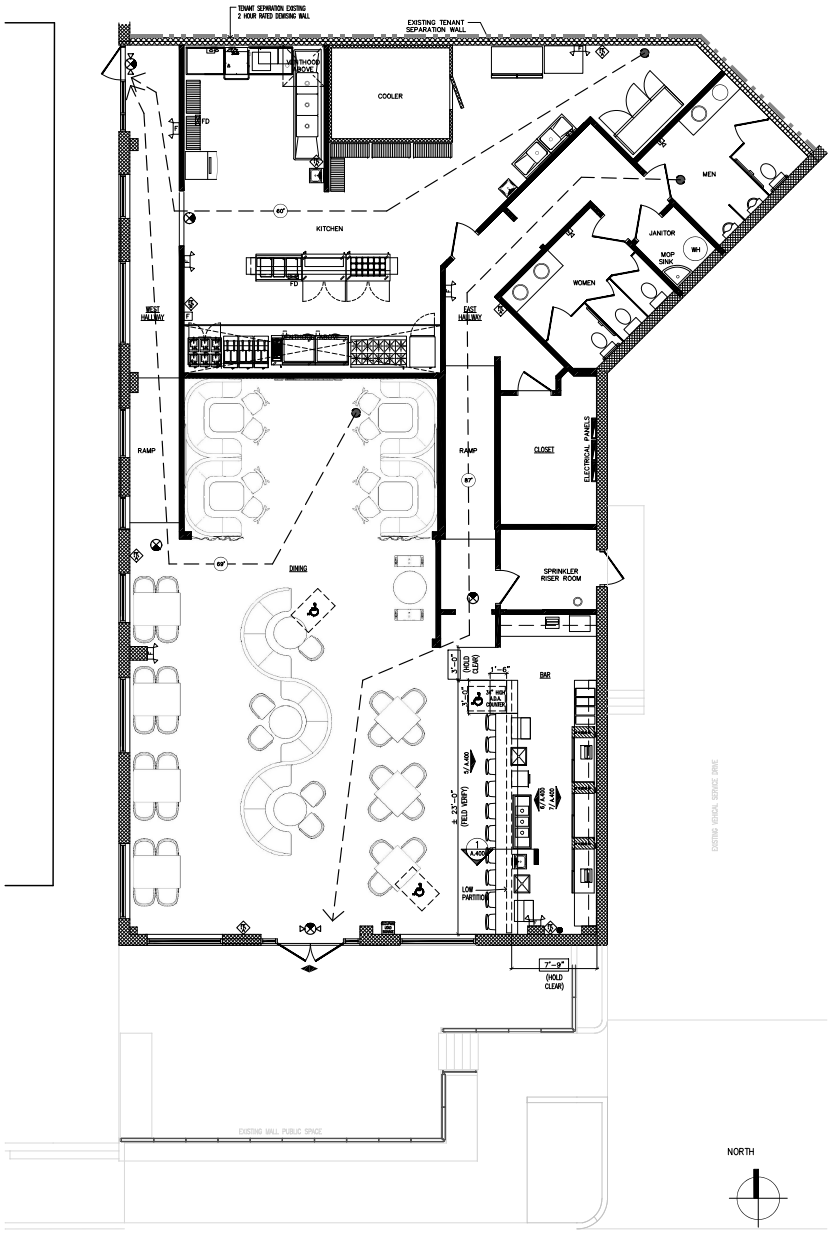
MEANS OF EGRESS PER IFC

		NFPA	REF. CODE	
TOTAL OCCUPANT LOAD	105	1004	1004.5	
NUMBER OF EXITS REQUIRED (36" WIDE DOOR LEAFS)	2	1005	1005.3.2	
EXIT WIDTH	32 INCHES TOTAL	1005	1005.2	
VERTICAL COMPONENT (N/A)	.3"/OCC	1005	1005.3.1	
HORIZONTAL COMPONENT	.2"/OCC	1005	1005.3.2	
MINIMUM CLEAR DOOR WIDTH	32"	1005	1005.7.1	
MINIMUM STAIR WIDTH (N/A)	44"	1009	1009.3.2	
MIN. CORRIDOR WIDTH	36"	1005	1005.1	
MIN. CORRIDOR HEIGHT	7'-0"	1003	1003.3.1	
MAX. DISTANCE TO EXITS	250'-0"	1017	1017.2	AUTOMATIC FIRE SUPPRESSION SYS.

LEGEND:

- INDICATES ENTRANCE
- COMMON PATH OF TRAVEL
- # — DISTANCE TRAVELING
- FE A — FIRE EXTINGUISHER CLASS 'A' ORDINARY COMBUSTIBLE
- FE B — FIRE EXTINGUISHER CLASS 'B' FLAMMABLE LIQUID
- CEILING MOUNTED EXIT SIGN
- EXTERIOR DISCHARGE EXIT SIGN
- F F — EMERGENCY FIRE STROBE HORN
- F — FIRE ALARM PULL BOX
- F — HORN LIGHT STROBE
- OCCUPANT LOAD SIGNAGE — MAXIMUM OCCUPANCY LOAD SIGNAGE
- EXISTING 2 HOUR RATED TENANT WALL SEPARATION

2 LIFE SAFETY LEGEND



1 LIFE SAFETY PLAN 3/16" = 1'-0"

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PROJECT:

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5100 BELT LINE RD
SUITE 732
DALLAS, TX 75254

CONTACT:

Kwame Richards
470.213.6320

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Revisions

1	Town of Addison Plan Review	05.28.24

Revisions

REGISTERED ARCHITECT — KWAME RICHARDS — 25490 — STATE OF TEXAS
5/8/2024

RELEASED FOR CONSTRUCTION

Date: 04.26.2024
Project Number:
Scale: As Noted
Drawn: TA
Checked: KR
Profile:

TITLE:

Life Safety Plan

SHEET NUMBER:

LS.100

City Council (FY24) **6. a.**

Meeting Date: 10/08/2024

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 One Addison Place, located at 4900 Arapaho Road, in order to allow an attached wall sign to be mounted perpendicular to the building surface and to allow the sign to exceed the maximum projection from the surface which it is attached on the north facade (Case MR2024-08/4900 Arapaho Road, One Addison Place).

BACKGROUND:

One Addison Place is a new multi-tenant commercial building at 4900 Arapaho Road. As the site is finishing construction, the property owner is requesting a Meritorious Exception to the Sign Ordinance to install an attached wall sign, which is proposed to be mounted perpendicular to the building surface and exceeds the maximum projection from the surface of the building.

The sign code requires that all attached wall signs be mounted parallel to the building surface and project no more than 18 inches from the surface to which they are attached. The proposed wall sign exceeds the maximum projection by 44 inches (62-inch projection proposed). All other applicable standards are met with the proposed sign, including letter/logo height.

Meritorious Exceptions to the Sign Ordinance are allowed under the following 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 criteria for a Meritorious Exception has been met for the proposed sign type. This sign type, which is commonly referred to as a blade or flag sign, is allowed elsewhere within Addison in the Addison Circle and Village

on the Parkway Special Sign Districts, which are more tailored to pedestrians. However, the maximum projection distance allowed is 5-feet or 60 inches. Staff is recommending the proposed sign be consistent with those standards that are used elsewhere within Addison.

Additionally, the subject property is located on the south side of Arapaho Road, just outside the boundary of the Addison Circle Special Sign District. Given the site's proximity to Addison Circle and the transit-oriented development, a pedestrian-oriented sign is compatible with the area. The style of the blade sign and the proposed projection allow pedestrians to more easily identify businesses from the sidewalk.

RECOMMENDATION:

Administration recommends approval with the following condition:

- The proposed sign may project no greater than 5 feet from the building surface.

Attachments

MR2024-08 Presentation

MR2024-08 Ordinance

MR2024-08 Plans

One Addison Place Meritorious Exception (MR2024-08)

October 8, 2024

Lesley Nyp, Director of Development & Neighborhood Services

Case MR2024-08 One Addison Place

LOCATION:

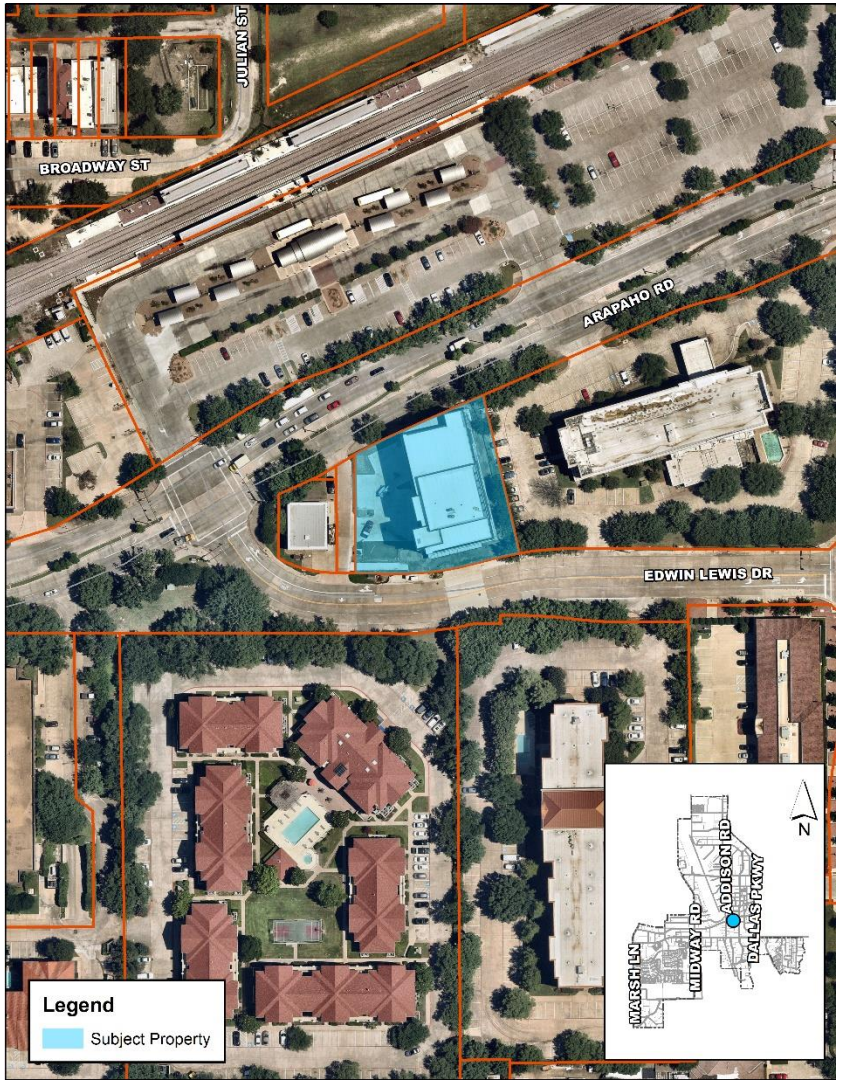
4900 Arapaho Road

REQUEST:

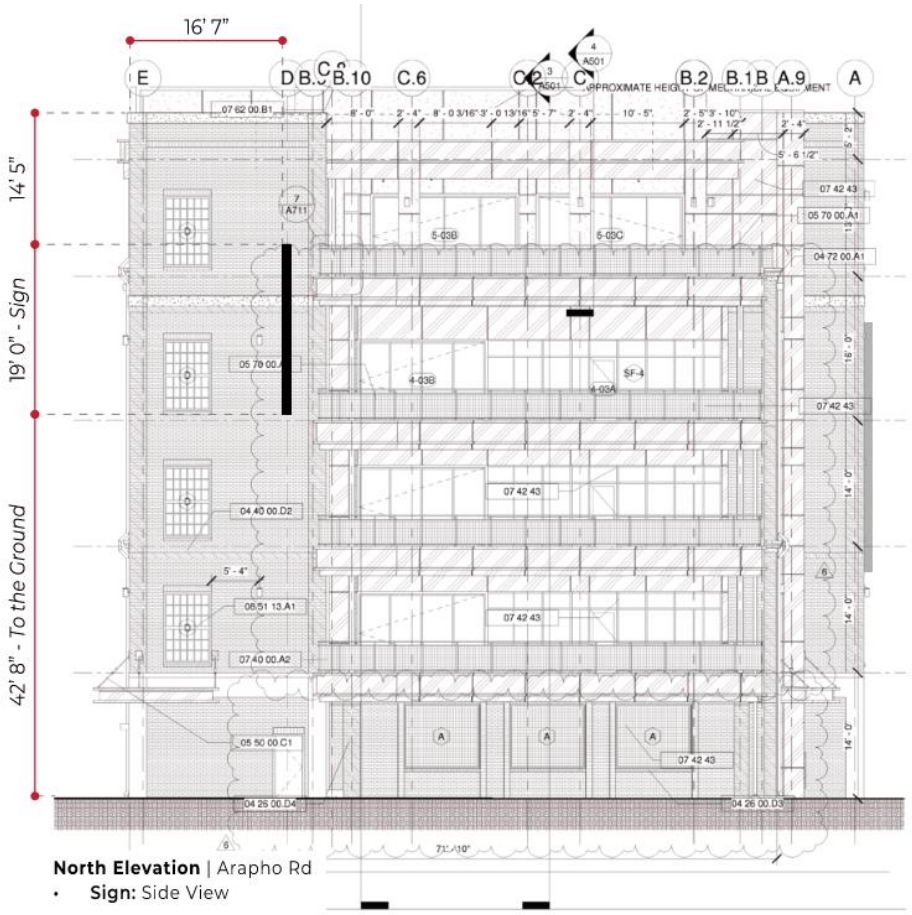
Approval of a Meritorious Exception to allow two attached an attached wall sign to be mounted perpendicular to the building surface and to allow the sign to exceed the maximum projection from the surface which it is attached for One Addison Place.

ACTION REQUIRED:

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

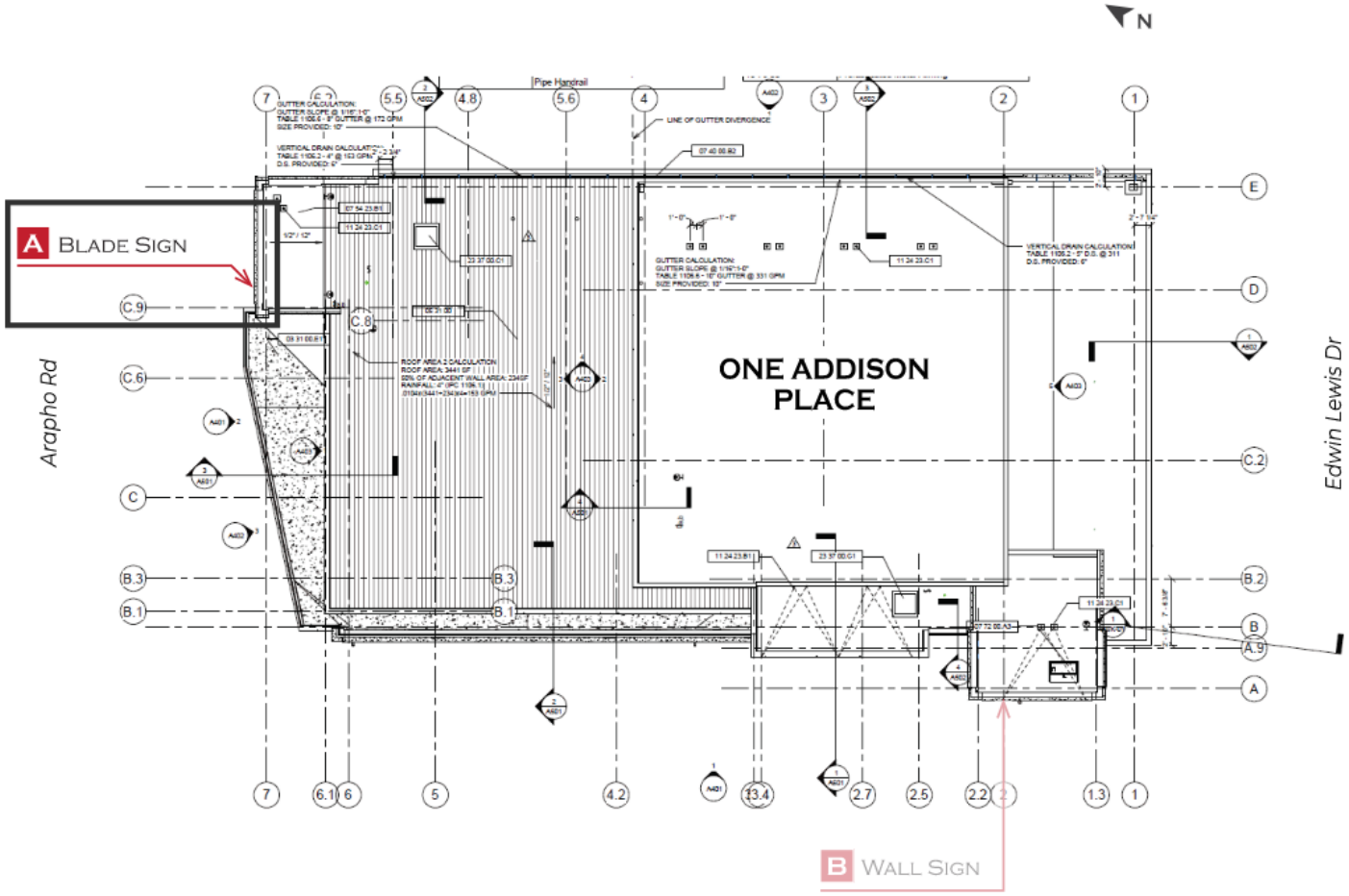


Case MR2024-08 One Addison Place



North Elevation | Arapho Rd

- **Sign:** Side View

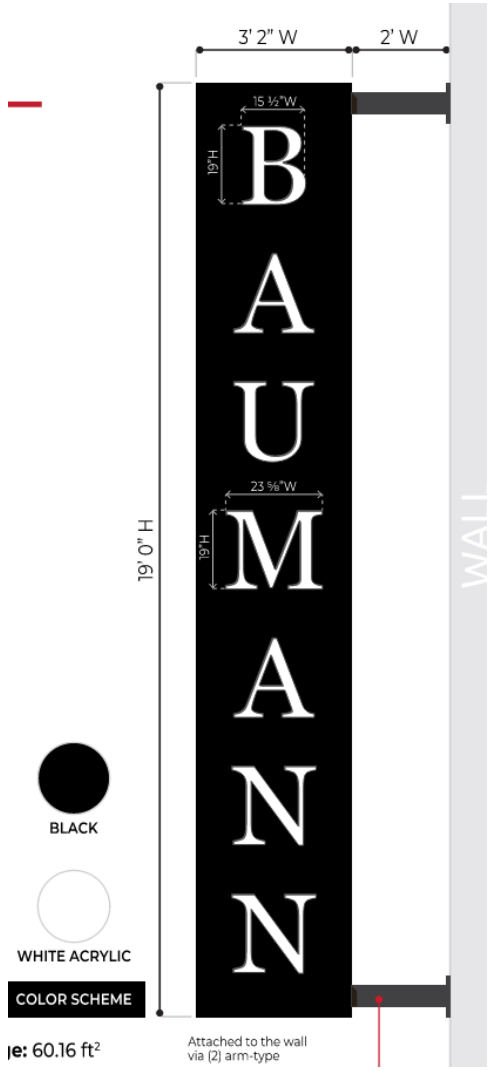


Case MR2024-08 One Addison Place

SIGN CODE COMPLIANCE REVIEW

- Attached signs are required to be parallel to the building surface.
- Maximum sign projection -
  - Required: 18 Inches
  - Proposed: 5 Feet 2 Inches

- Applicant Justification:
  - Consistent with urban aesthetic of Addison Circle.
  - Ensures visibility for vehicle and pedestrian traffic.
  - Complements architectural style of the building.



Case MR2024-08 One Addison Place

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:

- Our sign code does not account for more unique sign types, which are appropriate for more urban, pedestrian oriented areas, like Addison Circle.
- The proposed sign is consistent with signs which are allowed within the Addison Circle and Village on the Parkway Special Sign Districts.

Case MR2024-08 One Addison Place

RECOMMENDATION:

Staff recommends **approval** of the request, with the following condition:

- The proposed sign may project no greater than 5 feet from the building surface.

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, GRANTING A MERITORIOUS EXCEPTION TO CHAPTER 62 OF THE CODE OF ORDINANCES FOR ONE ADDISON PLACE, A MULTI-TENANT COMMERCIAL BUILDING LOCATED AT 4900 ARAPAHO ROAD, TO ALLOW AN ATTACHED WALL SIGN TO BE MOUNTED PERPENDICULAR TO THE BUILDING SURFACE AND TO ALLOW THE SIGN TO EXCEED THE MAXIMUM PROJECTION FROM THE FACADE; 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 One Addison Place, a multi-tenant commercial building located at 4900 Arapaho Road, to allow an attached wall sign to be mounted perpendicular to the building surface and to allow the sign to exceed the maximum projection from the surface which it is attached, 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. 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 Ordinances, be fined, upon conviction, in an amount of not more than Five Hundred and No/00 Dollars ($500.00), and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.

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

PASSED AND APPROVED by the City Council of the Town of Addison, Texas, on this the **8*TH*** day of **OCTOBER** ***2024*.**

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Valencia Garcia, City Secretary

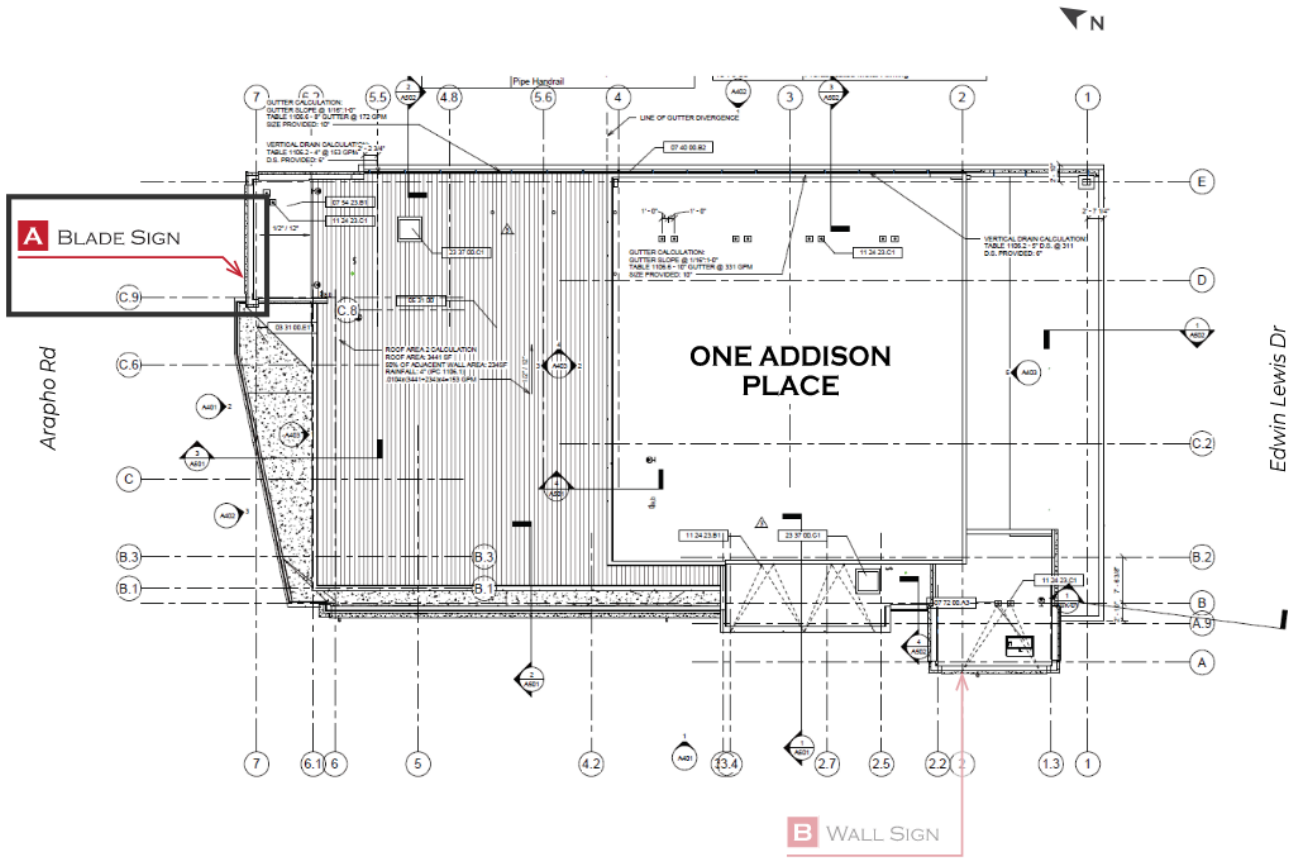
APPROVED AS TO FORM:

Whitt Wyatt, City Attorney

EXHIBIT A

PROPOSED SIGNS

ROOF PLAN - SIGN LOCATION



LOCATION

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STALLION SIGNS

STALLION SIGNS, LLC
(210) 257-5092
sales@stallionsigns.com

PROJECT NAME
Baumann Building

PROJECT LOCATION
4900 Arapaho Rd
Addison, TX 75001

DATE CREATED
09-26-2024

REVISION
15

TYPE OF SIGN
- ☐ Channel Letter
- ☐ Pole
- ☐ Pylon
- ☑ Blade Sign
- ☐ Wall Sign

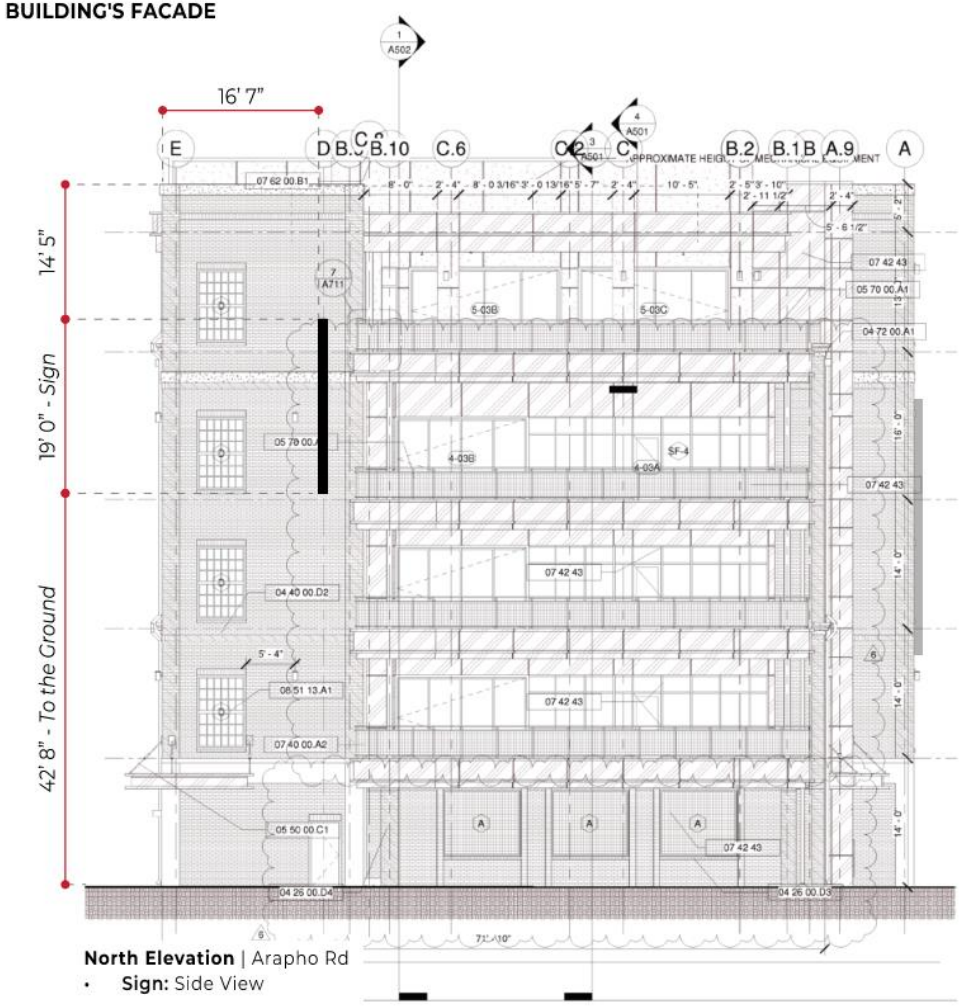
MATERIAL
- ☐ Face Material
- ☐ Cabinet Material
- ☑ Aluminum
- ☑ Acrylic

Town of Addison, Texas
Ordinance No.
Case No. MR2024-08/4900 Arapaho Road, One Addison Place

EXHIBIT A

A BLADE SIGN

BUILDING'S FACADE



North Elevation | Arapho Rd
- **Sign:** Side View

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A DAY VIEW
A NIGHT VIEW
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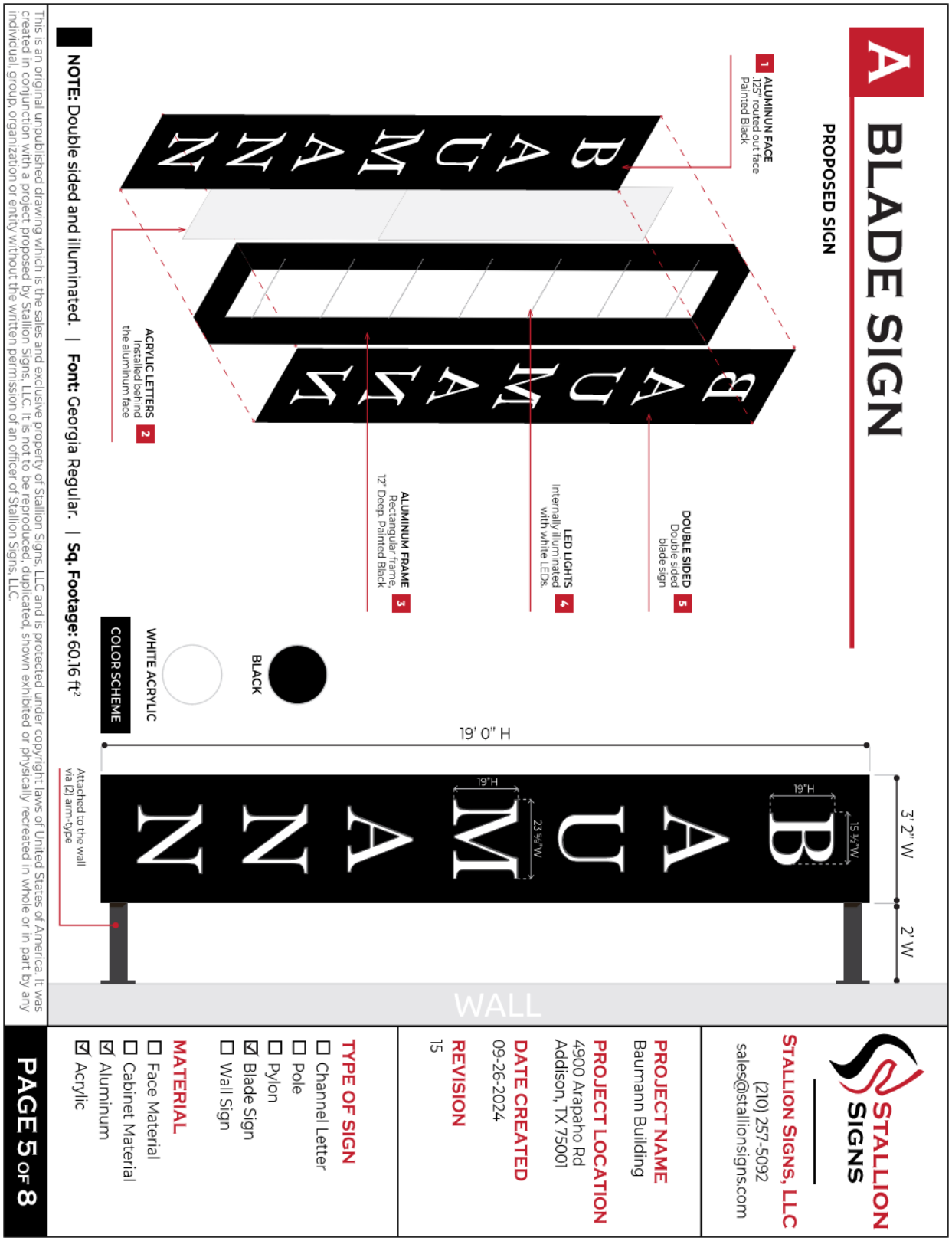
A BLADE SIGN
PROPOSED SIGN
1 ALUMINUN FACE
.125" routed out face
Painted Black
2 ACRYLIC LETTERS
Installed behind
the aluminum face
3 ALUMINUM FRAME
Rectangular frame,
12" Deep, Painted Black
4 LED LIGHTS
Internally illuminated
with white LEDs.
5 DOUBLE SIDED
Double sided
blade sign
COLOR SCHEME
BLACK
WHITE ACRYLIC
NOTE: Double sided and illuminated. | Font: Georgia Regular. | Sq. Footage: 60.16 ft²
19' 0" H
19"H
15 ½"W
19"H
23 ⅝"W
3' 2" W
2' W
Attached to the wall
via (2) arm-type
WALL
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(210) 257-5092
sales@stallionsigns.com
PROJECT NAME
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PROJECT LOCATION
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REVISION
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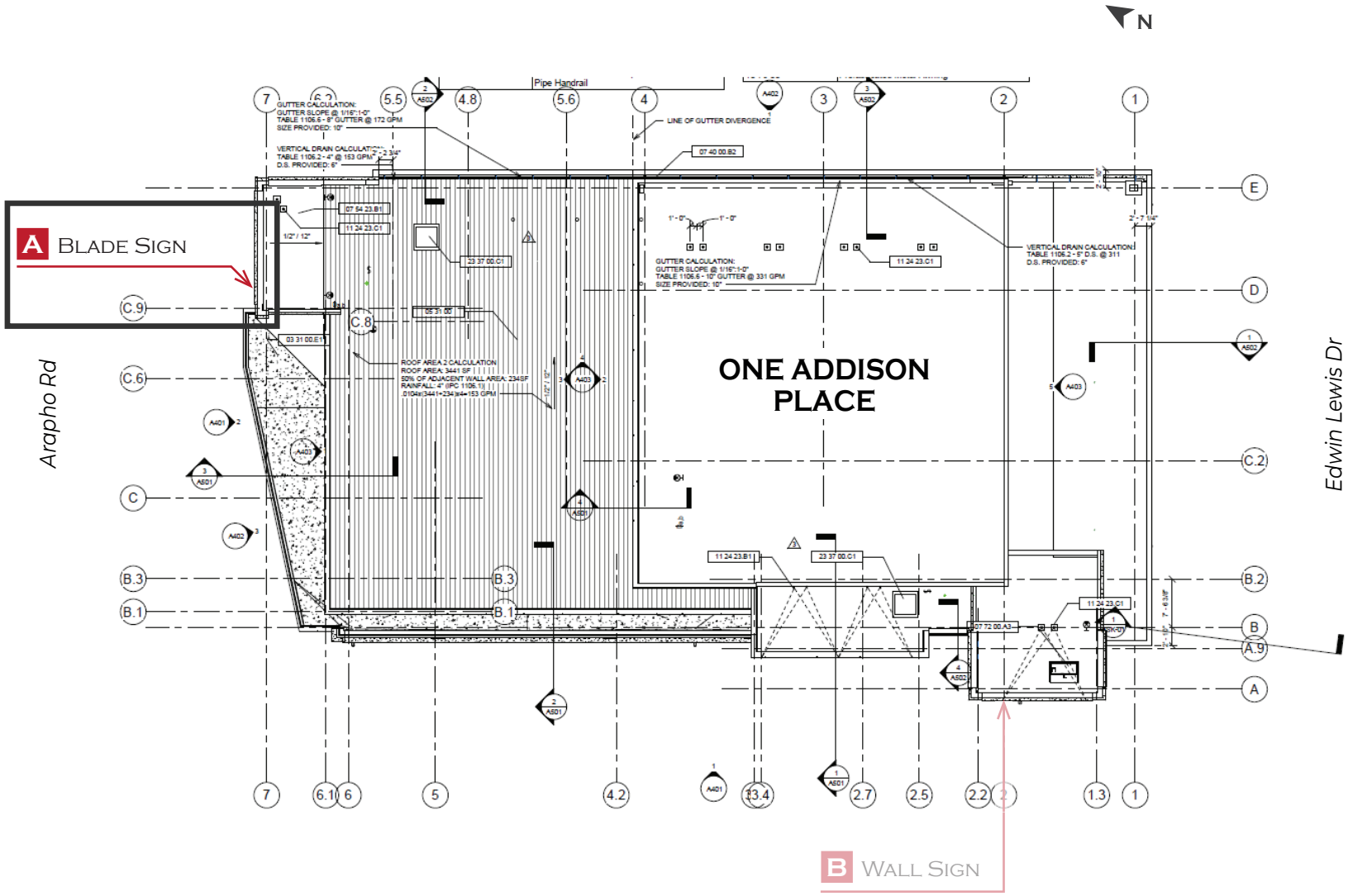

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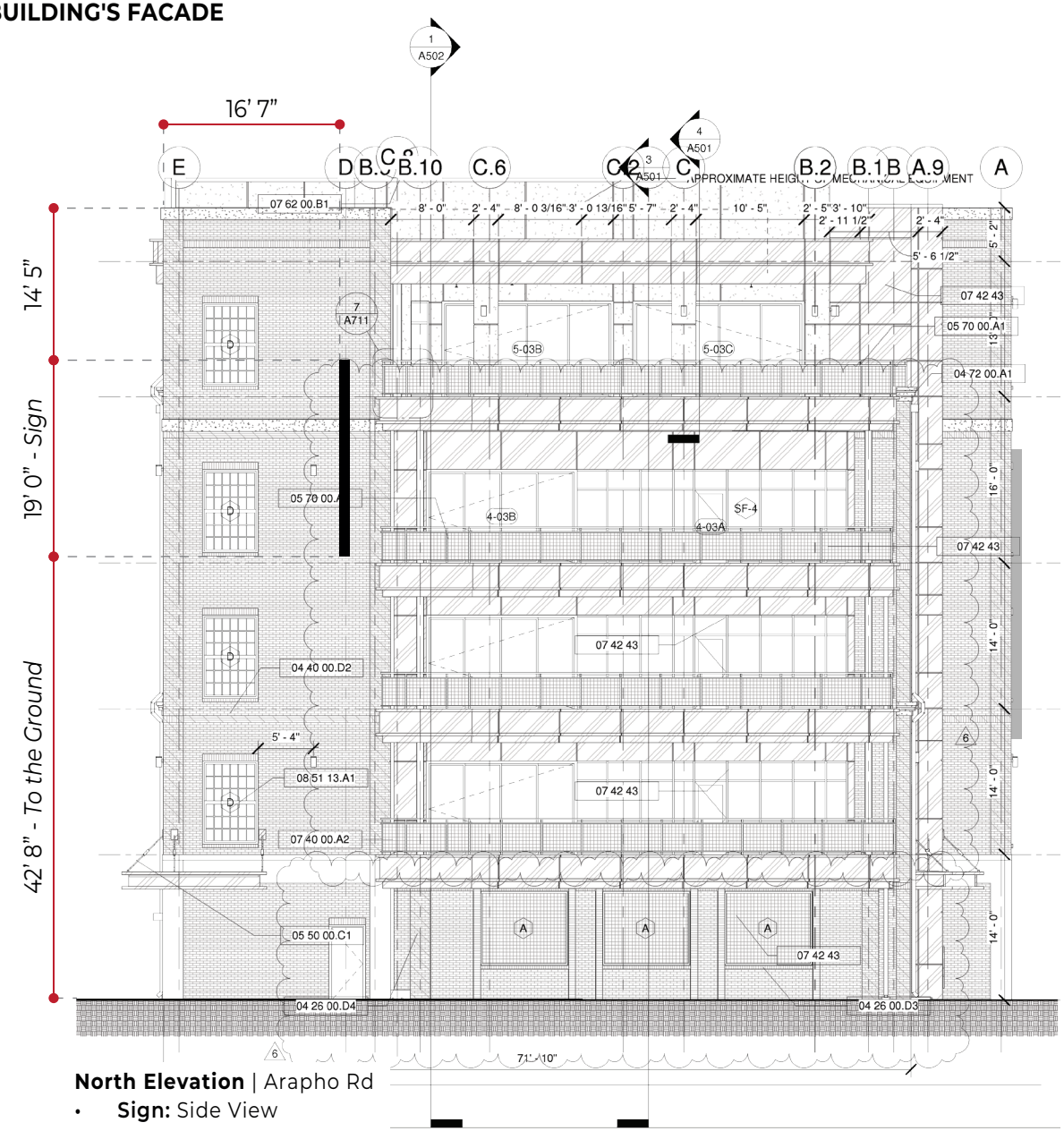

North Elevation | Arapho Rd

- **Sign:** Side View

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A BLADE SIGN

RENDERING

A DAY VIEW

A NIGHT VIEW

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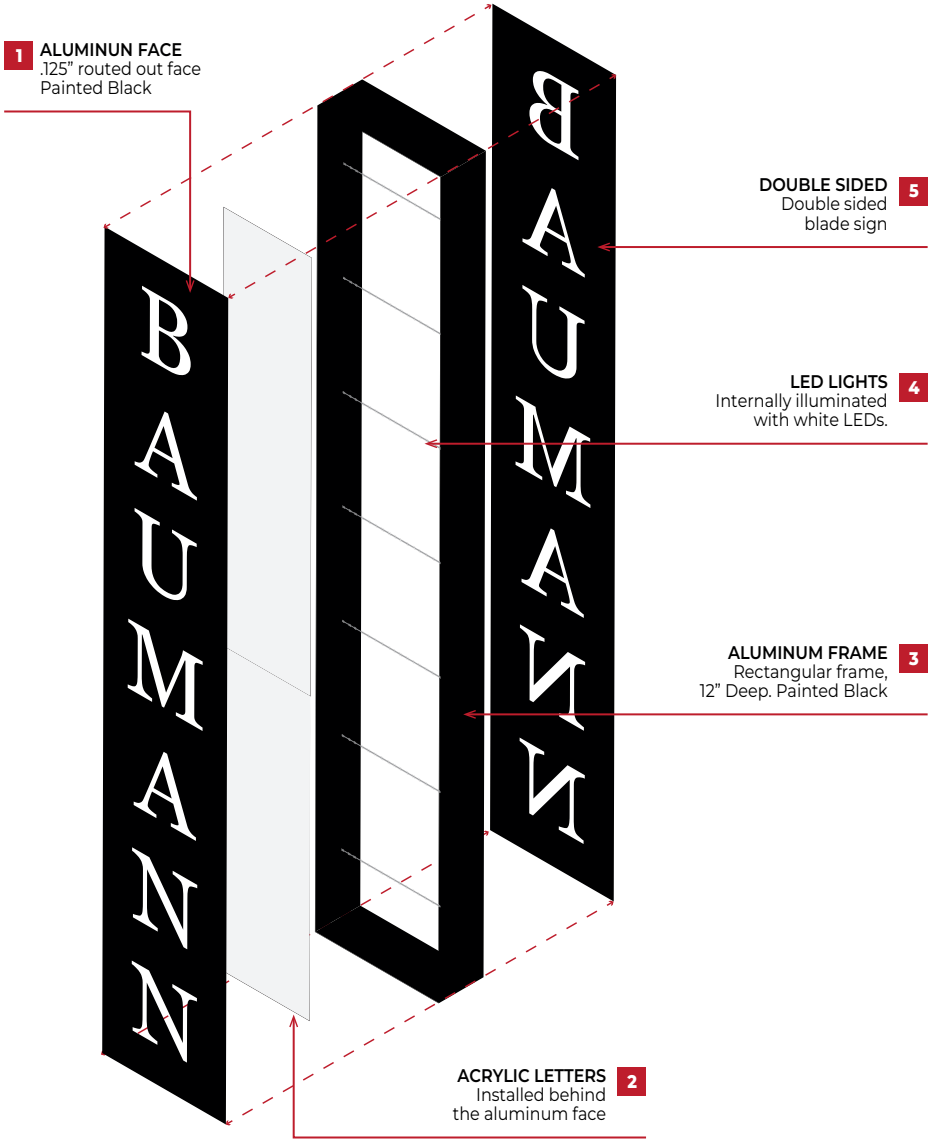
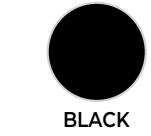
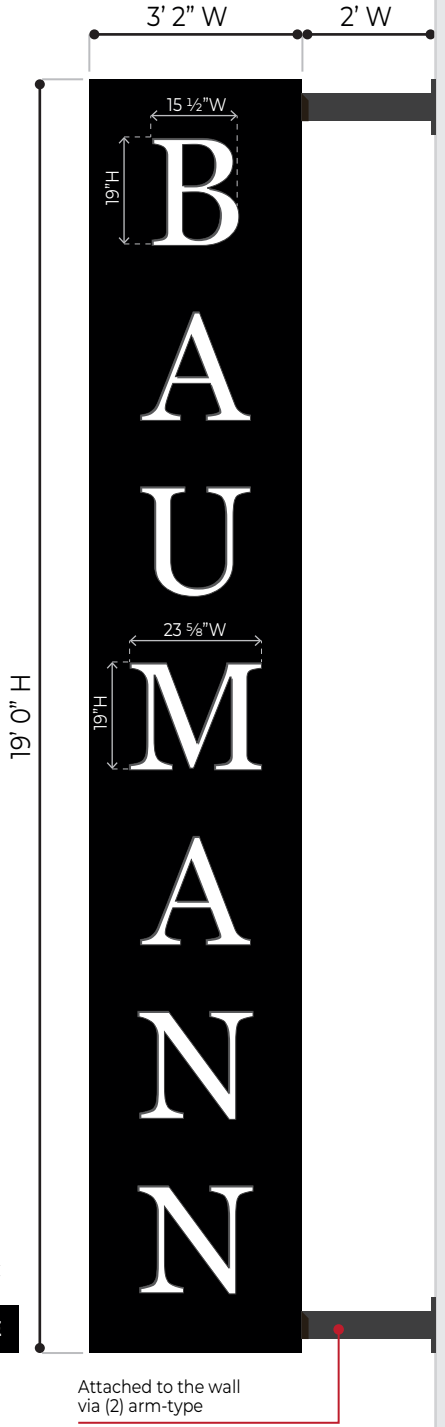




BLACK

WHITE ACRYLIC

COLOR SCHEME



NOTE: Double sided and illuminated. | **Font:** Georgia Regular. | **Sq. Footage:** 60.16 ft²

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City Council (FY24) **6. b.**

Meeting Date: 10/08/2024

Department: Finance

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

Milestones: Implement the Asset Management Plan in accordance with the Asset Management Policy, utilizing information systems
Improve all modes of transportation with infrastructure in an acceptable condition and well maintained
Continue development and implementation of the Long-Term Financi Plan

---

AGENDA CAPTION:

Present, discuss, and consider action to approve a Resolution authorizing the City Manager to execute a State Infrastructure Bank loan agreement in an amount up to $44,600,000.

BACKGROUND:

At the February 13, 2024, Council meeting, staff discussed road construction financing opportunities through the State Infrastructure Bank (SIB). The SIB is a revolving fund managed by TXDoT to provide low-cost financing solutions for eligible borrowers. Staff recommended pursuing this program for projects that qualify and were approved in the 2019 bond program including: Keller Springs Road, Quorum Drive, and Montfort Drive. Based on Council direction, staff brought forward a resolution on February 27, 2024, authorizing the City Manager to complete the application for the State Infrastructure Bank loan in an amount up to $44,600,000.

Staff submitted the loan application in April 2024 and worked with TXDoT staff over the following months to provide any additional project details requested. On August 22, 2024, TXDoT's Texas Transportation Commission approved the Town's loan application for the full amount of $44,600,000. The interest rate on the loan is 2.51%. By comparison, the interest rate on the Town's 2024 Certificates of Obligation that were sold on September 10, 2024, was approximately 3.58%. The interest savings the Town will realize compared to a bond issuance is approximately $5.9 million over the life of the loan.

RECOMMENDATION:

Administration recommends approval.

Attachments

Presentation - State Infrastructure Bank

Resolution - SIB Loan Agreement

State Infrastructure Bank (SIB) Loan Agreement

October 8, 2024

Steven Glickman
Chief Financial Officer

SIB facts

SIB Loans

- Revolving fund - All repayments go back into the SIB
- Non-federal dollars

150+ Loans – Since inception (1997)

- Loans have ranged from $10,000 to $42m
- Median loan amount approximately $1m

$750+ Million – In loans

$485 Million – Repaid

$8 Billion – In Texas transportation projects

Eligibility

Eligible Uses Include*
Construction or reconstruction
Right of way acquisition
Utility relocation
Contingency
Financial & Legal advisory fees

Funds cannot be used to reimburse costs

Borrowing from the Texas SIB

Low Cost of Borrowing

- $0 loan application
- $0 closing costs
- $0 loan handling
- Form of agreement
  - Direct loan agreement (authorized in TTC §222.0745)
  - Certificate of obligation
  - Bonds

Borrowing from the Texas SIB

Interest Rate

- Rate set at the time of application
- Municipal Market Data index (MMD)
- 2 main factors
  - Credit Rating
  - Term of the loan

Interest rates

How it works

AAA rate (Based on requested term)	AAA rate %
Rate spread (Based on credit rating)	+ Rate spread
EDC Reduction	(EDC reduction)
Final Rate	Final rate %

Interest rate

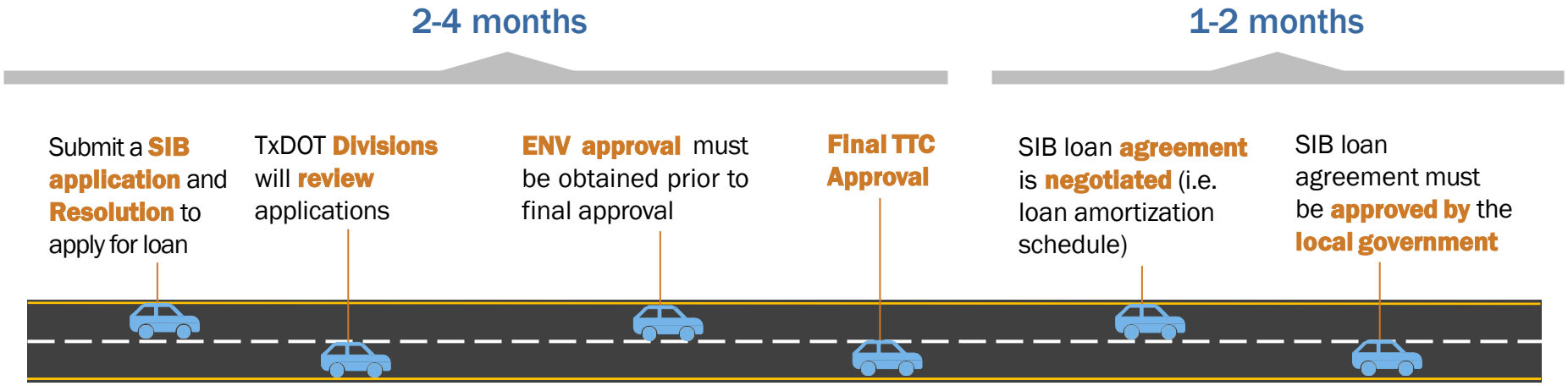
SIB rating scale		
Rating	1-10 Years	11+ Years
AAA	AAA	AAA
AA	AAA +5 bps	AAA +10 bps
A	AAA +10 bps	AAA +20 bps
BAA	AAA +15 bps	AAA +30 bps
BBB-/Not Rated	AAA +20 bps	AAA +40 bps

Interest rates

How it works

AAA rate (20 years)	3.46%
Rate spread (Addison AAA Rating)	+ 0.00
EDC Reduction (Dallas County)	(.95)
Final Rate	2.51%

TxDOT SIB process



Projects included in Loan Application

- Quorum Drive = $22.6 million
- Montfort Drive = $14.0 million
- Keller Springs = $8.0 million related to this project that is currently under construction
- Total loan of $44.6 million

SIB Loan vs. Bond

- The Town's latest bond issuance had an interest rate of 3.58% compared to just 2.51% with the SIB Loan

- Over the life of the loan of $44.6 million, the interest savings compared to a bond issuance is approximately $5.9 million

Questions?

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS AUTHORIZING THE EXECUTION OF A STATE INFRASTRUCTURE BANK LOAN AGREEMENT; AUTHORIZING THE CITY MANAGER TO ACT ON BEHALF OF THE TOWN OF ADDISON IN ALL MATTERS RELATING TO THE LOAN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State Infrastructure Bank, operated by the Texas Department of Transportation, is a revolving loan fund; and

WHEREAS, the Town of Addison ("Town") deems it proper and in the best interest of the Town to execute a loan agreement from the State Infrastructure Bank in an amount not to exceed $44,600,000 to be used for the reconstruction of Keller Springs Road, Quorum Drive, and Montfort Drive; and

WHEREAS, the Town is qualified to apply for and obtain financial assistance from the State Infrastructure Bank for this purpose; and

WHEREAS, on February 27, 2024, the City Council approved Resolution R24-017 authorizing the submission of a loan application to the State Infrastructure Bank.

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

SECTION 1. The City Council hereby accepts the State Infrastructure Bank loan agreement in its substantially final form in order to secure receipt of funds in an amount of up to $44,600,000, to be fully repaid over twenty years necessary for the reconstruction of Keller Springs Road, Quorum Drive, and Montfort Drive.

SECTION 2. The City Council hereby authorizes the City Manager to execute the State Infrastructure Bank loan agreement, together with all required documentation, to effectuate the Town's intent to borrow such funds.

SECTION 3. The City Council further authorizes the City Manager to take or perform any actions required for implementation of this resolution to receive funding from the State Infrastructure Bank.

SECTION 4. This Resolution shall take effect immediately from and after its date of adoption.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the ***8th*** day of ***OCTOBER***, 2024.

TOWN OF ADDISON, TEXAS

_____
Bruce Arfsten, Mayor

ATTEST:

_____
Valencia Garcia, City Secretary

EXHIBIT A

SIB #S2024-08-01
Town of Addison - (Dallas District)
CSJ #0918-47-534, 0918-47-535, 0918-47-536

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

STATE INFRASTRUCTURE BANK
LOAN AGREEMENT

This State Infrastructure Bank Loan Agreement (Agreement) is made by and between the Texas Transportation Commission (Commission) acting by and through the Texas Department of Transportation (Department), an agency of the State of Texas (State), and the Town of Addison (Borrower), a political subdivision of the State of Texas, located in Dallas County, Texas.

W I T N E S S E T H

WHEREAS, the Secretary of Transportation of the United States Department of Transportation is authorized by the National Highway System Designation Act (Section 350 of Public Law 104-59) to enter into cooperative agreements with certain states, including Texas, to establish a state infrastructure bank for the purpose of making loans and providing other financial assistance to public and private entities, so as to encourage public and private investment in transportation facilities, expand the availability of funding for transportation projects, and reduce state costs; and

WHEREAS, the Texas Legislature established the State Infrastructure Bank (SIB) as an account in the State Highway Fund to be administered by the Texas Transportation Commission (Transportation Code, Chapter 222, Subchapter D); and

WHEREAS, the Texas Transportation Commission has adopted rules to implement the SIB program, including eligibility criteria for financial assistance (Title 43, Texas Administrative Code (TAC), Part 1, Chapter 6); and

WHEREAS, the Borrower is developing projects in Dallas County, Texas involving roadway reconstruction, utility relocation, and other safety improvements necessary for three (3) non-tolled off-system projects on Keller Springs Road, Quorum Drive and Montfort Drive in Dallas County, Texas, identified as CSJ #'s 0918-47-534, 0918-47-535, and 0918-47-536 (Projects). The Borrower is providing the actual cost of construction necessary for the Projects; and

WHEREAS, the Borrower is a public entity in Texas and is authorized by law to construct, maintain, or finance the construction of the Projects and may borrow money from the SIB under Texas Transportation Code §222.0745 for that purpose; and

WHEREAS, in accordance with 43 TAC §6.23, the Borrower submitted an application to the Department seeking to borrow Forty-Four Million Six Hundred Thousand Dollars ($44,600,000) from the SIB to pay for Borrower's actual cost of the Projects; and

DRAFT

EXHIBIT A

SIB #S2024-08-01
Town of Addison - (Dallas District)
CSJ #0918-47-534, 0918-47-535, 0918-47-536

WHEREAS, In accordance with 43 Texas Administrative Code (TAC) §6.32(c)(2): (1) the Projects are consistent with the Statewide Long-Range Transportation Plan; (2) the Projects are in a Clean Air Act non-attainment area and will be consistent with the Statewide Transportation Improvement Program, with the conforming plan and Transportation Improvement Program for the applicable metropolitan planning organization, and with the State Implementation Plan; (3) the Projects will improve the efficiency of the State's transportation systems; (4) the Projects will expand the availability of funding for transportation Projects or reduce direct State costs; and (5) the application shows that the Projects and the applicant are likely to have sufficient revenues to assure repayment of the financial assistance; and

WHEREAS, the Borrower passed Resolution No. 24-017 on February 27, 2024, authorizing the SIB loan application in the amount of up to Forty-Four Million Six Hundred Thousand ($44,600,000). The above-referenced resolution is attached hereto as **Exhibit A**; and

WHEREAS, in accordance with 43 TAC §6.32, the Department reviewed, analyzed, and found the application to be in compliance with the requirements of 43 TAC Chapter 6; and

WHEREAS, the Texas Transportation Commission, in Minute Order No. 116759 dated August 22, 2024, attached hereto as **Exhibit B,** granted final approval of the application from the Borrower to borrow up to Forty-Four Million Six Hundred Thousand Dollars ($44,600,000) from the SIB, and authorized the Executive Director of the Department or his designee to enter into a financial assistance agreement with the Borrower to finance the Borrower's actual cost of the Projects; and

WHEREAS, the Borrower also passed Resolution No. Enter resolution number. on Enter resolution date., authorizing the Borrower's City Manager to enter into this Agreement for a loan in the amount of Forty-Four Million Six Hundred Thousand Dollars ($44,600,000), attached hereto as **Exhibit C**; and

WHEREAS, the Borrower has submitted a certificate warranting that the proposed security is eligible to be used to repay the loan and that the financial assistance will not violate any of the borrowing or bond commitments the borrower may have in place; and

WHEREAS, the Department has determined that the money in the SIB to be used to make the loan is "secondary funds" and "financial assistance from other than general obligation bond proceeds," as those terms are used in 43 TAC Chapter 6; and

WHEREAS, the Borrower will repay the loan with funds other than federal funds.

DRAFT

EXHIBIT A

SIB #S2024-08-01
Town of Addison - (Dallas District)
CSJ #0918-47-534, 0918-47-535, 0918-47-536

NOW, THEREFORE, the Department and the Borrower agree as follows:

A G R E E M E N T

Article 1. Financial Assistance.

A. SIB Loan. The Department, on behalf of the Commission, will make a loan to the Borrower in the amount of Forty-Four Million Six Hundred Thousand Dollars ($44,600,000) from the SIB (SIB Loan) to finance the Borrower's actual cost of the Projects.

B. SIB Loan Disbursement. On each Disbursement date as shown on **Exhibit D**, the Department will transfer the amounts shown in Exhibit D for a total of Forty-Four Million Six Hundred Thousand Dollars ($44,600,000) from the SIB (SIB Loan Proceeds) to the Borrower for deposit with the Borrower's depository bank JP Morgan Chase Bank, N.A. into an investment fund approved by the Department (Project Account). The Borrower shall use the SIB Loan Proceeds for payment of the Borrower's actual cost of the Projects. The Borrower shall not use the SIB Loan Proceeds for any purpose other than that described in this Agreement.

The investment of any SIB Loan Proceeds shall be handled in a manner that complies with the Public Funds Investment Act, Texas Government Code, Chapter 2256. The SIB Loan Proceeds shall be adequately collateralized in a manner that complies with the Public Funds Collateral Act, Texas Government Code, Chapter 2257. The depository bank shall not commingle funds in the Project Account with any other funds held by the depository bank or the investment pool. If, during the course of this Agreement, the Borrower wishes to change its depository bank or investment fund, the Borrower shall obtain the Department's approval prior to the transfer of any remaining SIB Loan Proceeds or any other funds into an equivalent account in the new depository bank or investment fund, subject to the same security and fund segregation requirements described in this Agreement.

C. Security Provisions.

(1) Pledge of Tax Revenues.

The Borrower hereby covenants and agrees to secure and repay the SIB Loan and accrued interest hereon pursuant to the terms of this Agreement from the Borrower's ad valorem tax revenues, and that the Department has a contractual right to and pledge of such revenues to guarantee repayment. The Borrower hereby agrees that during each year while the SIB Loan is outstanding and unpaid, the Borrower shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the funds required to pay the interest on the SIB Loan as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the SIB Loan as such principal matures (but never less than 2% of the original principal amount of the SIB Loan as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of the Borrower, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property within the Borrower's jurisdiction for each year while any of the SIB Loan is outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund (defined below). Said ad valorem

taxes sufficient to provide for the payment of the interest on and principal of the SIB Loan, as such interest comes due and such principal matures, are hereby pledged to such payment, within the limits prescribed by law. The amount of taxes to be levied annually for the payment of principal of and interest on the SIB Loan shall be determined and accomplished in the following manner:

(a) The Borrower's annual budget, beginning the year in which this Agreement becomes effective, shall reflect (i) the amount of principal and interest on the SIB Loan to become due in the next succeeding Fiscal Year of the Borrower, and (ii) the amount of ad valorem tax revenues or other lawfully available funds estimated and budgeted to be available for the payment of the principal of and interest on the SIB Loan during the next succeeding Fiscal Year of the Borrower.

(b) The amount required to be provided each Fiscal Year throughout the duration of this Agreement shall be the amount, if any, by which the principal and interest to be paid on the SIB Loan in the next succeeding Fiscal Year of the Borrower exceeds the sum of (i) the amount of Pledged Revenues shown to be on deposit in the Interest and Sinking Fund (after giving effect to any payments required to be made during the remainder of the then current Fiscal Year) at the time the annual budget is prepared, and (ii) the Pledged Revenues or other lawfully available funds shown to be budgeted and available (subject to the requirements of any prior lien obligations) for payment of said debt service requirements.

(c) The Borrower shall budget an amount of ad valorem tax revenue sufficient to pay the annual payment of the SIB Loan. Following the final approval of the annual budget of the Borrower, the governing body of the Borrower shall levy an ad valorem tax at a rate sufficient to produce taxes in the amount determined in paragraph (b) above, to be utilized for purposes of paying the principal of and interest on the SIB Loan in the next succeeding Fiscal Year of the Borrower.

(2) Perfection of Security Interest

Chapter 1208, Texas Government Code, applies to the execution and delivery of the SIB Loan and the pledge of revenues granted by the Borrower herein, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the SIB Loan is outstanding and unpaid such that the pledge of revenues granted by the Borrower pursuant to the paragraph above is to be subject to the filing requirements of Chapter 9, Texas Business and Commerce Code, then in order to preserve to the Department the perfection of the security interest on the pledged revenues in Article I of this Agreement, the Borrower agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business and Commerce Code, and enable a filing to perfect the security interest in said pledge to occur.

D. Loan Repayment. The SIB Loan is to be repaid over a period of no more than twenty (20) years, with a final maturity date of February 15, 2044, in accordance with the

EXHIBIT A

amortization schedule attached to this Agreement as **Exhibit D**. Principal due on the SIB Loan shall be due annually beginning on February 15, 2025, and on each February 15 thereafter including the final principal payment date as shown on **Exhibit D** attached hereto (each a Principal Payment Date), and in the amounts (each a Principal Payment) as shown on **Exhibit D** attached hereto.

The SIB Loan shall bear interest from the initial Loan Draw date as shown on **Exhibit D** at the rate of 2.51% per annum (Loan Rate), such interest to be calculated on the basis of a 360-day year composed of twelve 30-day months (each an Interest Payment). Interest Payments will be due annually beginning on February 15, 2025, and on each February 15 and August 15 thereafter in the years as shown on **Exhibit D** attached hereto (each an Interest Payment Date). The Principal Payment Dates and the Interest Payment Dates are collectively referred to as (Payment Dates). If a Payment Date is not on a business day, the Interest Payment and/or Principal Payment due shall be made on the next following business day.

E. Draw of Funds from Project Account. SIB Loan funds in the Project Account shall only be drawn upon by the Borrower and used for Project costs as described in this Agreement. All draws from the Project Account for such costs related to the Projects shall be in accordance with a requisition prepared by or approved by the Borrower, and all such requisitions and Project costs shall be subject to the review and approval of the Department.

F. Interest and Sinking Fund. The Borrower shall establish at its depository bank a SIB Loan Interest and Sinking Fund. Interest Payments due on the SIB Loan and each Principal Payment due on the SIB Loan shall be deposited into this Interest and Sinking Fund by the Borrower prior to each Payment Date. On or before each Payment Date, the Borrower shall cause its depository bank to transfer from the SIB Loan Interest and Sinking Fund to the Department, the applicable Interest Payment and/or Principal Payment as set forth in this Agreement.

G. Advances. The repayment of all or any portion of the SIB Loan shall not entitle the Borrower to any subsequent advances from the Department, nor shall the Department have any obligation to advance to or for the benefit of the Borrower any amount in excess of the SIB Loan. All costs incurred by the Borrower for its portion of the Projects in excess of the par amount of the SIB Loan shall be the responsibility of the Borrower.

H. Prepayment.

(1) Voluntary Prepayment. Principal due on the SIB Loan and interest accrued at the Loan Rate through and including the date of prepayment may be prepaid by the Borrower without penalty, in whole or in part, on any business day.

(2) Mandatory Prepayment. Should the Projects or this Agreement be terminated for any reason or should any amounts of disbursed SIB Loan Proceeds not be applied to pay Project costs, the Borrower shall return any misapplied SIB Loan Proceeds or unexpended portion of the SIB Loan Proceeds to the Department as a prepayment.

EXHIBIT A

(3) Application of Prepayments. Upon receipt of a prepayment from the Borrower of a portion (and not the whole) of the outstanding principal amount of the SIB Loan the Department shall apply such prepayment to the outstanding principal due on the SIB Loan;

(4) Upon either voluntary or mandatory prepayment, the remaining principal due on the SIB Loan will be re-amortized over the term of the SIB Loan and **Exhibit D** will be revised by the Department to reflect the remaining Principal Payments and the revised Interest Payments due; and

(5) Such revised **Exhibit D** shall be submitted to the Borrower to be attached to and become an integral part of this Agreement.

I. Late Payment. Payments not received by the applicable Payment Date will bear interest at the Loan Rate (with overdue interest as well as overdue principal bearing interest) until paid. Such additional interest shall be calculated by the Department on the basis of a 360-day year composed of twelve 30-day months. The parties may prepare a revised **Exhibit D** (amortization schedule) showing the increase in interest due resulting from late payment, default, or pursuant to other terms and conditions of this Agreement.

J. Payment with Federal Funds. The Borrower hereby covenants and agrees that federal funds will not be used to make payments due on the SIB Loan.

Article 2. Use of SIB Loan for Project Costs

The Borrower is developing the Projects. The Borrower is responsible to fund the actual costs of roadway reconstruction, utility relocation, and other safety improvements. necessary for the construction of the Projects. The Borrower may use the SIB Loan only for the actual costs incurred by the Borrower for such roadway reconstruction, utility relocation, and other safety improvements. necessary for the construction of the Projects.

Article 3. Project Responsibilities for Federally-Funded Projects

A. The SIB Loan Proceeds are "secondary funds" and "financial assistance from other than general obligation bond proceeds," as those terms are used in 43 TAC Chapter 6. However, if any federal funds will be used to pay for, or reimburse costs of, the Projects, with respect to work on the Projects, the Borrower and the Department are required to comply with the requirements of the United States Code, Title 23, for federal-aid highways. The Borrower and the Department must conduct all right-of-way or other land acquisitions, relocations, and utility adjustments in accordance with the United States Code, Title 42 – The Public Health and Welfare, Chapter 61 – Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs (the Uniform Act) and the regulations issued thereunder.

B. The Borrower is responsible for funding its portion of the Projects costs in compliance with all applicable federal, state, and local laws, regulations, policies, and ordinances. The Department has certain rights and responsibilities related to the Projects, including ensuring that the completion of the Projects are performed in compliance with all applicable laws, regulations, and policies.

EXHIBIT A

C. All plans and specifications for the Projects shall be in compliance with the current editions of the design and construction manuals of the Department, and the Standard Specifications for the Construction and Maintenance of Highways, Streets, and Bridges (the "Standard Specifications"), as they may apply. All construction plans shall be signed and dated by a professional engineer licensed by the State of Texas.

D. The actions and decisions regarding the Projects made by the Department shall not be contestable by the Borrower.

E. The Borrower shall provide the Department and the Federal Highway Administration, or their authorized representatives, with right of entry or access to all properties or locations necessary to perform the work for the Projects, inspect the work, or otherwise aid in the prompt pursuit of the work. The Borrower shall also provide the Department, the Federal Highway Administration, the Comptroller General of the United States, and the Texas State Auditor's Office, or their authorized representatives, with right of access to any books, documents, papers, or other records of the Borrower which are pertinent to the Projects or its financing as described in this Agreement, in order to make audits, examinations, excerpts, and transcripts, or to complete the Projects accounting described in this Agreement.

Article 4. Project Accounting; Filing of Reports; Retention of Records

A. The Borrower shall account for: (i) all costs associated with the Borrower's actual cost of the Projects, and (ii) disbursements made to the Department, if any, associated with the Projects using generally accepted accounting principles in the United States, as promulgated by the Governmental Accounting Standards Board or the Financial Accounting Standards Board, or pursuant to applicable federal or state laws or regulations. The Borrower shall maintain its books and records in accordance with generally accepted accounting principles in the United States, as promulgated by the Governmental Accounting Standards Board or the Financial Accounting Standards Board, or pursuant to applicable federal or State laws or regulations, and with all other applicable federal and state requirements. The Borrower will make its accounting records available at reasonable times to the Department for inspection during performance of the Borrower's work related to the Projects and upon its completion.

B. On each Principal Payment Date (until the next Principal Payment Date occurring after the year in which all SIB Loan Proceeds are expended), the Borrower shall provide to the Department (one copy to the Department's District Office and one copy to the Department's SIB Administration Office) an accounting of the SIB Loan Proceeds expended (Annual Expenditure Report). The Borrower shall also, at the Borrower's cost, have a full audit of its books and records performed annually by an independent certified public accountant selected by the Borrower and reasonably acceptable to the Department. The audit must be conducted in accordance with generally accepted auditing standards promulgated by the Financial Accounting Standards Board, the Governmental Accounting Standards Board, or the standards of the Office of Management and Budget Circular A-133, Audits of States, Local Governments and Non-profit Organizations, as applicable, and with all other applicable federal and state requirements. The Borrower shall cause the auditor to provide a full copy of the audit report and any other management letters or auditor's

comments directly to the Department within a reasonable period of time after an audit report and any related documents have been provided to the Borrower's governing body.

C. The State Auditor may conduct an audit or investigation of the Borrower with respect to the funds received from the Department directly under this Agreement or of the payments received by third parties from the Borrower using the SIB Loan Proceeds. Acceptance of funds directly under this Agreement or indirectly through payments using SIB Loan Proceeds acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

D. The Borrower shall retain all original Projects files, records, accounts, and supporting documents relating to the relocation of Borrower utilities needed for the Projects until the later of the date that: (1) the Projects are completed; (2) the SIB Loan has been paid in full; or (3) the retention period required by State and federal law ends. The Borrower shall retain, or cause its auditor to retain, all work papers and reports relating to an audit performed pursuant to this Agreement until the fourth anniversary of the date of the audit report, unless the Department notifies the Borrower in writing of a later date for the end of the retention period. During the retention period, the Borrower shall make audit work papers available to the Department within 30 days of the date that the Department requests those papers.

E. All information submitted by the Borrower (annual financial/disclosure information and notices) to the Electronic Municipal Market Access ("EMMA") System of the Municipal Securities Rulemaking Board with respect to the Borrower's bonds and other similar obligations payable from the same revenues as the SIB Loan must be submitted to the Department, within 30 days of posting to EMMA. Such information may be submitted to the Department by hard copy or by notification to the Department of the Borrower's posting with EMMA, together with the applicable CUSIP number(s).

F. The Borrower shall submit to the Department within 30 days of the date of adoption the annual operating and capital budgets adopted by the Borrower each fiscal year under a trust agreement, indenture, bond resolution or ordinance, or equivalent document securing bonds or other obligations issued for the Projects, and any amended or supplemental operating or capital budget, approved by the Borrower and certified as correct by its chief administrative officer or chief financial officer.

Article 5. Default

A. The Borrower shall be in default if it fails to repay the SIB Loan (the Principal Payments and the Interest Payments) or otherwise fails to comply with any term of this Agreement. The Department shall not be obligated to take further action nor resume its obligations under this Agreement until the Borrower is no longer in default. The Borrower shall reimburse the Department for all costs or other losses of funds resulting from any default or failure to perform by the Borrower.

B. The Borrower agrees that in the event of a default under this Agreement the Department may, by all legal and equitable means, require the Borrower and any appropriate

official of the Borrower (acting solely in his/her official capacity) to remedy any default under, and carry out the provisions of, this Agreement, including specifically the use and filing of mandamus proceedings. Venue for any legal proceedings shall be in Travis County, Texas.

Article 6. Borrower Solely Responsible

The Borrower agrees that it is solely responsible for all losses, costs, expenses, penalties, claims, and liabilities due to activities of the Borrower and its agents, employees, officers, or contractors performed under this Agreement, and which result from an error, omission, or negligent act of the Borrower or any agent, employee, official, or contractor of the Borrower. Notwithstanding anything in this Agreement to the contrary, this provision shall survive any termination of this Agreement.

Article 7. Termination

This Agreement may be terminated upon the occurrence of any of the following conditions:

A. If both parties to this Agreement agree in writing to such termination; provided, however, that any such termination is specifically subject to the requirements of this Agreement;

B. If the Department is unable to advance the SIB Loan Proceeds to the Borrower, the Department shall terminate this Agreement and provide written notice thereof to the Borrower;

C. If the Borrower is in default on a Principal Payment or Interest Payment required under this Agreement, the Department may declare this Agreement to be terminated, or may exercise any of the rights granted the Department in this Agreement; but the payment obligations of the Borrower shall survive any such termination and shall continue in effect until discharged and satisfied; and

D. Upon repayment in full by the Borrower of the SIB Loan, and compliance by the Borrower with all other requirements of this Agreement, the Department shall execute and deliver to the Borrower a letter or other notice of payment, provided that, upon the execution and delivery of the written notice of payment by the Department, this Agreement shall automatically terminate, except with respect to any obligation of a party related to any losses, costs, expenses, penalties, claims, and liabilities due to the activities of a party, or any agent, employee, official, or contractor of a party, which obligations shall survive such termination.

Article 8. Notices

All notices to either party by the other party required under this Agreement will be delivered personally, via e-mail or sent by U.S. Mail, postage prepaid, addressed to such party at the following respective addresses:

EXHIBIT A

SIB #S2024-08-01
Town of Addison - (Dallas District)
CSJ #0918-47-534, 0918-47-535, 0918-47-536

Texas Transportation Commission: Texas Department of Transportation Attn: Project Finance, Debt & Strategic Contracts Division SIB Administration 125 East 11th Street Austin, TX 78701-2483 TexasSIB@txdot.gov	**Borrower**: Town of Addison Attn: Chief Financial Officer PO Box 9010 Addison, TX 75001 sglickman@addisontx.gov

All notices shall be deemed so delivered or deposited in the mail, unless otherwise provided herein. A party may change the above address by sending written notice of the change to the other party in the manner stated in this Article.

Article 9. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. In particular, but not by way of limitation, should all or any part of the pledge of security in this Agreement for any reason be held invalid, illegal or unenforceable in any respect, Borrower's obligations under this Agreement shall be treated as current expenses of the Borrower subject to the annual appropriation of lawfully available funds by the governing body of the Borrower for the payment of such obligations.

Article 10. Written Amendments

Any changes in the character, agreement, terms, or responsibilities of the parties must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by both parties. Notwithstanding the foregoing, revisions to **Exhibit D** that occur as contemplated in this Agreement must be in writing, but are not required to be executed by either party.

Article 11. Successors and Assigns

Except as provided in the next following sentence, this Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective parties. Each party is prohibited from assigning any of the rights or obligations conferred by this Agreement to any third party without the advance written approval of the other party. Any attempted assignment or other transfer of the rights or obligations of this Agreement without the consent of the other party shall be void and may be grounds for termination of this Agreement.

Article 12. Relationship of the Parties

Nothing in this Agreement shall be deemed or construed by the parties, or any third party, as creating the relationship of principal and agent between the Department and the Borrower.

EXHIBIT A

SIB #S2024-08-01
Town of Addison - (Dallas District)
CSJ #0918-47-534, 0918-47-535, 0918-47-536

Article 13. Interpretation

No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have drafted, prepared, structured, or dictated such provision.

Article 14. Signatory Authority

Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement. Each signatory on behalf of the Department and the Borrower, as applicable, is fully authorized to bind that entity to the terms of this Agreement.

Article 15. Taxable Obligations

The SIB Loan is not a "state or local bond" within the meaning of section 103(a) and (c) of the Internal Revenue Code of 1986, as amended; therefore, the interest on the SIB Loan is not excludable from the gross income of the holders thereof for federal income tax purposes.

DRAFT

*****SIGNATURE PAGES FOLLOW*****

EXHIBIT A

SIB #S2024-08-01
Town of Addison - (Dallas District)
CSJ #0918-47-534, 0918-47-535, 0918-47-536

Each party is signing this Agreement on the date stated next to that party's signature.

TOWN OF ADDISON

By:_____ Date:_____

David Gaines
City Manager
Town of Addison

TEXAS DEPARTMENT OF TRANSPORTATION

Executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the Texas Transportation Commission.

By:_____ Date:_____

Benjamin H. Asher
Project Finance, Debt & Strategic Contracts Division Director
Texas Department of Transportation

DRAFT

EXECUTION PAGE: SIB #S2024-08-01-01

EXHIBIT A

SIB # S2024-08-01
Town of Addison - (Dallas District)
CSJ #0918-47-534, 0918-47-535, 0918-47-536

EXHIBIT A

BORROWER'S RESOLUTION(S) AUTHORIZING LOAN APPLICATION

DRAFT

EXHIBIT A

DocuSign Envelope ID: 357BC56A-12CE-462D-AE12-0A4DF105D249

RESOLUTION NO. 24-017

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS AUTHORIZING THE CITY MANAGER TO FILE AN APPLICATION FOR FINANCIAL ASSISTANCE WITH THE STATE INFRASTRUCTURE BANK AND ACT ON BEHALF OF THE TOWN OF ADDISON IN ALL MATTERS RELATING TO THE APPLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State Infrastructure Bank, operated by the Texas Department of Transportation, is a revolving loan fund; and

WHEREAS, the Town of Addison ("Town") deems it proper and in the best interest of the Town to apply for a loan from the State Infrastructure Bank in an amount not to exceed $44,600,000 to be used for the reconstruction of Keller Springs Road, Quorum Drive, and Montfort Drive; and

WHEREAS, the Town is qualified to apply for and obtain financial assistance from the State Infrastructure Bank for this purpose.

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

SECTION 1. That the City Council believes it is in the best interest of the Town to apply for a loan from the State Infrastructure Bank in an amount not to exceed $44,600,000 to finance the reconstruction of Keller Springs Road, Quorum Drive, and Montfort Drive.

SECTION 2. That the City Council hereby authorizes the City Manager to execute an application for financial assistance from the State Infrastructure Bank and to submit the application, together with all required documentation, to the Texas Department of Transportation for consideration.

SECTION 3. That the application to be submitted is attached hereto as **Exhibit A** and made a part hereof for all purposes.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the 27th day of **FEBRUARY**, 2024.

TOWN OF ADDISON, TEXAS

DocuSigned by:
Bruce Arfsten
2CF81DF9865514EA...
Bruce Arfsten, Mayor

ATTEST:

DocuSigned by:
Valencia Garcia
BF50805884C442...
Valencia Garcia, Interim City Secretary

EXHIBIT A

EXHIBIT A

Texas Department of Transportation

STATE INFRASTRUCTURE BANK (SIB)
LOAN APPLICATION

Form 1960
(Rev. 1/23)
Page 1 of 3

SECTION I - Applicant Information

Applicant Name: _____ Application Type: _____

Primary Contact: _____ Taxpayer FEIN: _____

Contact's Title: _____ Email Address: _____

Street Address: _____ Phone Number: _____

City: _____ Zip: _____ County: _____

Council/Board Meeting Frequency: _____ Urbanized Area: _____

TxDOT District: _____

TxDOT District Engineer: _____ Phone Number: _____

TxDOT District Contact Name: _____ Phone Number: _____

Financial Advisor Information, if applicable:

Name: _____ Phone: _____

Firm: _____ Email: _____

Bond Counsel Information, if applicable:

Name: _____ Phone: _____

Firm: _____ Email: _____

SECTION II - Financial Information

Requested amount of financial assistance (must be rounded to the nearest thousand):

_____

Requested terms:

Years: _____

Deferment of first payment: ☐ No ☐ Yes, number of years: _____

Preferred debt service payment date(s): ☐ Yes: _____ ☐ No, start from disbursement

Disbursement Date(s): ☐ As soon as possible ☐ Preferred date(s): _____

Breakdown of use of funds (must equal application amount):

Use	Amount
Total	

EXHIBIT A

Proposed pledge of source of repayment and priority claim to those sources (indicate if requesting subordinate and reason):

List any other existing debt payable from the same revenue source (Please attach documentation.)

Current credit rating(s), if applicable:

Provide the applicant's legal authority to incur the proposed debt and the borrower's proposed pledge of source of repayment:

SECTION III - Project Information

Brief Description of the Project:

Total Cost of Entire Project: (i.e. right of way, construction, utilities, etc.)

CSJ Number(s):

Is the project in the Statewide Transportation Improvement Program (STIP)?
If no, when will it be added or provide justification for not adding

☐ Yes ☐ No

Is the project environmentally cleared?

☐ Yes ☐ No Anticipated Clearance Date:

Functional Classification:

Is the requested financial assistance a local match? If yes, is it required or voluntary?

☐ Yes: ☐ No

Is the project joint bid?

☐ Yes ☐ No

Describe need and anticipated public benefits of the project:

What type of construction contract will be used on the project (DB, DBB, etc.)?

Additional Information (Attach additional pages if needed):

EXHIBIT A

SECTION IV - Required Documentation

Does entity have home rule charter? If Yes, please submit a copy of the charter, or provide link if a charter is posted online.

☐ Yes ☐ No

List of all other outstanding financial agreements with TX DOT, for example toll equity, SIB loans, pass-through tolls, etc. (Please attach documentation)

Please submit the following documents with your application, if applicable.

☐ Copy of Advanced Funding Agreement, Utility Relocation or other agreement with TxDOT, if applicable

☐ Bond rating letters from Moody's, Standard & Poor's, or Fitch, if any.

☐ Resolution from governing board authorizing the application.

☐ Financial feasibility study.

☐ 5 years of audited financial statements related to the source of repayment. (Can provide link if online)

☐ Copy of the most recent budget. (Can provide link if online)

☐ Preliminary design study which includes:

- An initial route and potential alignments.
- The project's logical termini and independent utility.
- The location of all right-of-way, facilities and equipment required to make the project functional.
- Revisions or changes to state highway system facilities necessitated by the project.
- An Environmental Review of the project if available.
- Legal or letter size map of the project.

All application information and materials can be submitted electronically to TexasSIB@txdot.gov or by mail to:

TxDOT Project Finance, Debt, and Strategic Contracts Division
State Infrastructure Bank (SIB)
125 East 11th St.
Austin, TX 78701-2483

Section V - Acknowledgment and Certification

I certify that:

I have the authority to request and incur the debt described in this application, and upon award, will enter into contract for repayment of any financial assistance granted by the Texas Department of Transportation's State Infrastructure Bank (SIB).

I have completed the preliminary requirements, and will comply with all applicable state and federal regulations and requirements.

To the best of my knowledge, all information contained in this application is valid and accurate and the governing body of the undersigned jurisdiction has authorized the submission of this application.

Signature of authorized official	Date
Printed Name	Title, Jurisdiction

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under Sections 552.021 and 552.023 of the Government Code, you also are entitled to receive and review this information. Under Section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

EXHIBIT A

SIB # S2024-08-01
Town of Addison - (Dallas District)
CSJ #0918-47-534, 0918-47-535, 0918-47-536

EXHIBIT B

TEXAS TRANSPORTATION COMMISSION MINUTE ORDER

DRAFT

EXHIBIT A

TEXAS TRANSPORTATION COMMISSION

The applicants listed in exhibit A have each submitted an application for financial assistance in the form of a loan from the State Infrastructure Bank (SIB) under Transportation Code, Chapter 222, Subchapter D, and Title 43 Texas Administrative Code (TAC), Chapter 6 (SIB Rules). Each application satisfies all requirements of the rules, including passage of a resolution authorizing submission of the application to the Texas Department of Transportation (department).

The intended use of the financial assistance conforms to the purposes of the SIB. Each applicant intends to use the financial assistance to pay for eligible project costs to perform work on various projects in various counties in Texas, as detailed in exhibit A.

The present and projected financial condition of the SIB is sufficient to cover the requested financial assistance for the projects.

In accordance with the SIB Rules, the executive director has negotiated all the terms of an agreement with each applicant as necessary to protect the public's safety and to prudently provide for the protection of public funds while furthering the purposes of the SIB, as contained in exhibit A.

The SIB Rules provide for both preliminary and final approval by the Texas Transportation Commission (commission) of any SIB loan in the principal amount of more than $10 million or in which the department does not have primary responsibility, unless the commission waives the preliminary approval requirement for that application. The commission has considered the complexity and size of the project, the type of infrastructure or asset involved, the type and complexity of the financial assistance requested, the financial status of the applicant, the financial feasibility of the project, and the need to expedite the financing of the project and has determined to waive the preliminary approval requirement for the town of Addison SIB loan application, as listed in exhibit A.

The SIB Rules also allow for final approval by the commission of any SIB loan in the principal amount of $10 million or less without first going through the preliminary approval process described in the SIB Rules if the financial assistance is to be used for a project for which the department has primary responsibility.

The executive director or his designee implemented actions authorized and required by the SIB Rules for final approval. The executive director affirms that the necessary social, economic, and environmental impact studies required by the SIB Rules have been completed and approved by the department. The executive director recommends that the commission grant final approval of the applications listed in exhibit A for financial assistance from the SIB up to the amount listed for each project.

EXHIBIT A

In accordance with the SIB Rules, the commission finds that:

1. the projects listed in exhibit A are consistent with the Statewide Long-Range Transportation Plan and the metropolitan transportation plan developed by the applicable metropolitan planning organization;

2. the city of Valley View project listed in exhibit A is not in a Clean Air non-attainment area;

3. the town of Addison and city of Cleveland projects listed in exhibit A are in Clean Air Act non-attainment areas and are consistent with the Statewide Transportation Improvement Program, with the conforming plan and Transportation Improvement Program for the MPO in which the project is located, and with the State Implementation Plan;

4. the projects listed in exhibit A will improve the efficiency of the state's transportation systems;

5. the projects listed in exhibit A will expand the availability of funding for transportation projects or reduce direct state costs;

6. the applications submitted show that the applicants listed in exhibit A are likely to have sufficient revenues to assure repayment of the financial assistance;

7. providing financial assistance to each applicant listed in exhibit A will protect the public's safety and prudently provide for the protection of public funds, while furthering the purposes of the SIB; and

8. the projects listed in exhibit A will provide for all reasonable and feasible measures to avoid, minimize, or mitigate for adverse environmental impacts.

IT IS THEREFORE DETERMINED AND ORDERED by the commission that each application listed in exhibit A submitted for financial assistance in the form of a loan from the SIB meets the applicable requirements of the SIB Rules and, in accordance with those provisions, the commission grants final approval of the applications for SIB loans under the terms contained within exhibit A up to the amount listed for each project to pay for the eligible project costs necessary for the projects.

EXHIBIT A

TEXAS TRANSPORTATION COMMISSION

IT IS FURTHER ORDERED by the commission that the executive director or his designee is directed and authorized to enter into financial assistance agreements for each of the attached SIB loan requests, which comply with the SIB Rules, and which contains the terms attached hereto as exhibit A.

Submitted and reviewed by:

DocuSigned by:
Benjamin Asher
E401F5FC36E4474...
Director, Project Finance,
Debt & Strategic Contracts Division

Recommended by:

DocuSigned by:
Mark Williams
0E1B35AE191749E...
Executive Director

116759 August 22, 2024

Minute Number | Date Passed

EXHIBIT A

Exhibit A

State Infrastructure Bank Loan Terms

Applicant	Loan Amount (up to)	Pledged Collateral	Term to Maturity (up to)	Initial Repayment Deferral	Interest Rate	Project Description
Town of Addison (S2024-008-01)	$44,600,000	Ad-Valorem Tax Revenues	20 years	N/A	2.51%	Roadway reconstruction, utility relocation, and other safety improvements necessary for three (3) non-tolled off-system projects to Keller Springs Road, Quorum Drive and Montfort Drive in Dallas County
City of Cleveland (S2024-014-01)	$900,000	Utility Revenues	10 years	1 year	2.34%	Contribution to the Department for a utility relocation on SH 105 in Liberty County
City of Valley View (S2024-013-01)	$725,167	Utility Revenues	10 years	4 years	3.04%	Utility relocation on I-35 in Cooke County

EXHIBIT A

SIB # S2024-08-01
Town of Addison - (Dallas District)
CSJ #0918-47-534, 0918-47-535, 0918-47-536

EXHIBIT C

BORROWER'S RESOLUTION AUTHORIZING LOAN AGREEMENT

DRAFT

EXHIBIT A

SIB # S2024-08-01
Town of Addison - (Dallas District)
CSJ #0918-47-534, 0918-47-535, 0918-47-536

EXHIBIT D

AMORTIZATION SCHEDULE

DRAFT

EXHIBIT A

LOAN SCHEDULE REPORT — EXHIBIT D - AMORTIZATION SCHEDULE

Loan Schedule for Addison S2024-008-01

Term Number	Date	Loan Rate	Start Balance	Disbursement	Payment Due Amount	Principal Payment	Interest Payment	Interest Capitalized	End Balance
1	10/15/2024	2.51%	$0.00	$15,000,000.00	$0.00	$0.00	$0.00	$0.00	$15,000,000.00
2	2/15/2025	2.51%	$15,000,000.00	$0.00	$825,500.00	$700,000.00	$125,500.00	$0.00	$14,300,000.00
3	8/15/2025	2.51%	$14,300,000.00	$0.00	$179,465.00	$0.00	$179,465.00	$0.00	$14,300,000.00
4	2/15/2026	2.51%	$14,300,000.00	$0.00	$1,379,465.00	$1,200,000.00	$179,465.00	$0.00	$13,100,000.00
5	2/15/2026	2.51%	$13,100,000.00	$29,600,000.00	$0.00	$0.00	$0.00	$0.00	$42,700,000.00
6	8/15/2026	2.51%	$42,700,000.00	$0.00	$535,885.00	$0.00	$535,885.00	$0.00	$42,700,000.00
7	2/15/2027	2.51%	$42,700,000.00	$0.00	$2,435,885.00	$1,900,000.00	$535,885.00	$0.00	$40,800,000.00
8	8/15/2027	2.51%	$40,800,000.00	$0.00	$512,040.00	$0.00	$512,040.00	$0.00	$40,800,000.00
9	2/15/2028	2.51%	$40,800,000.00	$0.00	$2,462,040.00	$1,950,000.00	$512,040.00	$0.00	$38,850,000.00
10	8/15/2028	2.51%	$38,850,000.00	$0.00	$487,567.50	$0.00	$487,567.50	$0.00	$38,850,000.00
11	2/15/2029	2.51%	$38,850,000.00	$0.00	$2,487,567.50	$2,000,000.00	$487,567.50	$0.00	$36,850,000.00
12	8/15/2029	2.51%	$36,850,000.00	$0.00	$462,467.50	$0.00	$462,467.50	$0.00	$36,850,000.00
13	2/15/2030	2.51%	$36,850,000.00	$0.00	$2,512,467.50	$2,050,000.00	$462,467.50	$0.00	$34,800,000.00
14	8/15/2030	2.51%	$34,800,000.00	$0.00	$436,740.00	$0.00	$436,740.00	$0.00	$34,800,000.00
15	2/15/2031	2.51%	$34,800,000.00	$0.00	$2,536,740.00	$2,100,000.00	$436,740.00	$0.00	$32,700,000.00
16	8/15/2031	2.51%	$32,700,000.00	$0.00	$410,385.00	$0.00	$410,385.00	$0.00	$32,700,000.00
17	2/15/2032	2.51%	$32,700,000.00	$0.00	$2,565,385.00	$2,155,000.00	$410,385.00	$0.00	$30,545,000.00
18	8/15/2032	2.51%	$30,545,000.00	$0.00	$383,339.75	$0.00	$383,339.75	$0.00	$30,545,000.00
19	2/15/2033	2.51%	$30,545,000.00	$0.00	$2,593,339.75	$2,210,000.00	$383,339.75	$0.00	$28,335,000.00
20	8/15/2033	2.51%	$28,335,000.00	$0.00	$355,604.25	$0.00	$355,604.25	$0.00	$28,335,000.00
21	2/15/2034	2.51%	$28,335,000.00	$0.00	$2,620,604.25	$2,265,000.00	$355,604.25	$0.00	$26,070,000.00
22	8/15/2034	2.51%	$26,070,000.00	$0.00	$327,178.50	$0.00	$327,178.50	$0.00	$26,070,000.00

Texas Department of Transportation

EXHIBIT A

LOAN SCHEDULE REPORT

Loan Schedule for Addison S2024-008-01

Term Number	Date	Loan Rate	Start Balance	Disbursement	Payment Due Amount	Principal Payment	Interest Payment	Interest Capitalized	End Balance
23	2/15/2035	2.51%	$26,070,000.00	$0.00	$2,652,178.50	$2,325,000.00	$327,178.50	$0.00	$23,745,000.00
24	8/15/2035	2.51%	$23,745,000.00	$0.00	$297,999.75	$0.00	$297,999.75	$0.00	$23,745,000.00
25	2/15/2036	2.51%	$23,745,000.00	$0.00	$2,677,999.75	$2,380,000.00	$297,999.75	$0.00	$21,365,000.00
26	8/15/2036	2.51%	$21,365,000.00	$0.00	$268,130.75	$0.00	$268,130.75	$0.00	$21,365,000.00
27	2/15/2037	2.51%	$21,365,000.00	$0.00	$2,708,130.75	$2,440,000.00	$268,130.75	$0.00	$18,925,000.00
28	8/15/2037	2.51%	$18,925,000.00	$0.00	$237,508.75	$0.00	$237,508.75	$0.00	$18,925,000.00
29	2/15/2038	2.51%	$18,925,000.00	$0.00	$2,742,508.75	$2,505,000.00	$237,508.75	$0.00	$16,420,000.00
30	8/15/2038	2.51%	$16,420,000.00	$0.00	$206,071.00	$0.00	$206,071.00	$0.00	$16,420,000.00
31	2/15/2039	2.51%	$16,420,000.00	$0.00	$2,776,071.00	$2,570,000.00	$206,071.00	$0.00	$13,850,000.00
32	8/15/2039	2.51%	$13,850,000.00	$0.00	$173,817.50	$0.00	$173,817.50	$0.00	$13,850,000.00
33	2/15/2040	2.51%	$13,850,000.00	$0.00	$2,808,817.50	$2,635,000.00	$173,817.50	$0.00	$11,215,000.00
34	8/15/2040	2.51%	$11,215,000.00	$0.00	$140,748.25	$0.00	$140,748.25	$0.00	$11,215,000.00
35	2/15/2041	2.51%	$11,215,000.00	$0.00	$2,840,748.25	$2,700,000.00	$140,748.25	$0.00	$8,515,000.00
36	8/15/2041	2.51%	$8,515,000.00	$0.00	$106,863.25	$0.00	$106,863.25	$0.00	$8,515,000.00
37	2/15/2042	2.51%	$8,515,000.00	$0.00	$2,876,863.25	$2,770,000.00	$106,863.25	$0.00	$5,745,000.00
38	8/15/2042	2.51%	$5,745,000.00	$0.00	$72,099.75	$0.00	$72,099.75	$0.00	$5,745,000.00
39	2/15/2043	2.51%	$5,745,000.00	$0.00	$2,912,099.75	$2,840,000.00	$72,099.75	$0.00	$2,905,000.00
40	8/15/2043	2.51%	$2,905,000.00	$0.00	$36,457.75	$0.00	$36,457.75	$0.00	$2,905,000.00
41	2/15/2044	2.51%	$2,905,000.00	$0.00	$2,941,457.75	$2,905,000.00	$36,457.75	$0.00	$0.00