



## **Addison City Council Meeting**

**June 24, 2025**

**Addison Town Hall  
5300 Belt Line Road  
Dallas, Texas 75254**

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

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### **WORK SESSION**

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

1. **Call Meeting to Order and Announce that a Quorum is Present.**
2. **Citizen Comments on the Consent Agenda Items.** This item allows citizens to speak on any item listed on the Consent Agenda prior to its consideration. Citizen comments are limited to three (3) minutes, unless otherwise required by law. To address the Council, please fill out a City Council Appearance Card and submit it to a staff member prior to the beginning of this item.
3. **Council Member Clarification Requests Regarding Consent Agenda Items.**
  - a. Council Questions and Answers
4. **Work Session Reports**
  - a. Present and discuss public safety compensation.
  - b. Present and discuss proposed amendments to the Code of Ordinances - Chapter 10, entitled Animals, and associated fees.

- c. Present and discuss the Town's noise ordinance.

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## **COUNCIL MEETING**

The Addison City Council will convene for a Council Meeting beginning at 7:00 PM in the Town Hall 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 June 3, 2025 City Council Work Session Meeting.
  - b. Consider action on the Minutes from the June 10, 2025 Regular City Council Meeting.

- c. Consider action on a Resolution appointing Town of Addison Mayor, Bruce Arfsten, as the Primary Representative and City of Richardson Mayor, Amir Omar, as the Alternate to the aggregated position of Representative to the Regional Transportation Council (RTC) of the North Central Texas Council of Governments.
- d. Consider action on a Resolution approving an agreement with Unite Private Networks, LLC D/B/A Segra to facilitate the Town's transition to its fiber network and to provide ongoing support and maintenance in accordance with Service Agreement No. 54863 in an amount not to exceed \$72,600 annually for a service term of up to one hundred and twenty (120) months, authorizing the City Manager to execute the agreement, and providing an effective date.

5. **Items for Individual Consideration.**

- a. Present, discuss, and consider action on an Ordinance to repeal Section 74-32 Taxation of Motor Vehicles Leased for Personal Use of the Code of Ordinances.
- b. Present, discuss, and consider action on a Resolution approving a construction services agreement with ALCC, LLC dba Perfect Finish Landscaping for the Les Lacs Pond Improvements Phase 2 in an amount not to exceed \$541,396.00; authorizing the City Manager to execute the agreement; and providing an effective date.

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

7. **Adjourn Meeting.**

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

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

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Posted by: Valencia Garcia, City Secretary

Date posted: June 18, 2025 Time posted: 6:13 PM

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

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

## **2025 City Council Regular Meeting**

**3. a.**

**Meeting Date:** 06/24/2025

**Department:** City Secretary

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### **AGENDA CAPTION:**

Council Questions and Answers

### **BACKGROUND:**

The Council Questions and Answers 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.

### **FISCAL IMPACT**

N/A

### **RECOMMENDATION**

Information only.

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## 2025 City Council Regular Meeting

4. a.

**Meeting Date:** 06/24/2025

**Department:** Human Resources

**Key Focus Areas:** Public Safety

Financial Health and Organizational Excellence

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### **AGENDA CAPTION:**

Present and discuss public safety compensation.

### **BACKGROUND:**

During a Council work session regarding public safety compensation on January 7, 2025, staff reviewed current challenges faced by our sworn Police and Fire personnel and discussed transitioning to a potential step pay plan. Staff have developed a range of options for the Council to consider with these factors and financial impacts in mind:

- Use of the 4% compensation increase budgeted for FY2026.
- Plan for no funds to be available for one-time performance lump sum amounts for the initial transition year to occur in FY2026.
- Phase employees in to step structure based on current salary and years of service.
- Performance-based; employees do not receive the scheduled step if they are not meeting performance expectations.
- Council requested options / information to understand if the transition and / or competitive position could be advanced.

Based on the above considerations, staff have developed three options:

- Option 1: Increase the FY2025 Pay Plan minimum and maximum by 2%, 2-year transition time, can accomplish within the FY2026 budget; no decision package required.
- Option 2: Increase the FY2025 Pay Plan minimum and maximum by 3%, 2-year transition time, requires a FY2026 decision package of \$138,933.
- Option 3: Transition to the desired market competitive position, which is market average + 1%, 2-year transition time, requires a FY2026 decision package of \$275,961.

### **FISCAL IMPACT**

The fiscal impact of this item would be dependent on the selected option:

- Option 1 (2% shift): October 1, 2025 (FY2026) within the budgeted 4% compensation increase, no decision package.
- Option 2 (3% shift): October 1, 2025 (FY2026) decision package of \$138,933.

- Option 3 (market competitive): October 1, 2025 (FY2026) decision package of \$275,961.

## **RECOMMENDATION**

Staff recommends moving forward with a performance-based step pay plan structure, beginning in FY2026 for sworn Police and Fire personnel and seeks Council direction.

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## **Attachments**

Presentation - Public Safety Compensation

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# Public Safety Compensation Discussion

June 24, 2025

Ashley Wake, Director of Human Resources  
Steven Glickman, Chief Financial Officer



## Public Safety Compensation Council Work Session - January 7, 2025

- **Reviewed current challenges:**
  - Market competitiveness – all 13 comparison cities have a step pay plan structure
  - Recruitment and retention
- **Discussed potential transition to a step plan:**
  - Use of 4% compensation increase budgeted for FY2026.
  - Plan for no funds to be available for one-time performance lump sum amounts for initial transition year of FY2026.
  - Phase employees in to step structure based on current salary and years of service.
  - Performance-based; employees do not receive the scheduled step if not meeting performance expectations.
  - Council requested options / information to understand if the transition and / or competitive position could be advanced.
- **Staff has developed a range of options for Council to consider with these factors and financial impacts in mind.**

# Background – Existing Pay Plan

## Current Pay Plan

Pay ranges are increased annually by the market adjustment provided to all employees:

- Allows pay plans to remain competitive and current.
- Provides for growth of tenured employees.
- Progression through the range is based on merit increases received.

Lateral pay is offered for applicants with prior, full-time experience.

It has been a consistent request from sworn Police and Fire employees to move to a step pay plan based upon comparison to other cities.

## Current Pay Ranges

Position	Fiscal Year	Minimum	Midpoint	Maximum
Firefighter/ Paramedic	FY2024	\$74,713.74	\$84,110.28	\$93,506.81
<b>Firefighter/ Paramedic</b>	<b>FY2025 (2%)</b>	<b>\$76,208.01</b>	<b>\$85,792.49</b>	<b>\$95,376.95</b>

Position	Fiscal Year	Minimum	Midpoint	Maximum
Police Officer	FY2024	\$78,913.32	\$90,088.97	\$101,264.62
<b>Police Officer</b>	<b>FY2025 (2%)</b>	<b>\$80,491.59</b>	<b>\$91,890.75</b>	<b>\$103,289.91</b>

# Background – Market Competitiveness

- **All of the Town's 13 comparison cities offer a step pay plan for both sworn Police and Fire employees.**
- **Highlights:**
  - **On average, comparison cities top out quicker than Addison.**
    - Fire average: 4.62 years to max | Police average: 5.92 years to max
    - Addison, depending upon market / merit adjustments: could take 6-10+ years to max.
  - **On average, comparison cities provide higher increases at first 1-2 years of service.**
    - Fire average: 5.2% (1 yr.), 5.3% (2 yr.) | Police average: 4.4% (1 yr.), 4.5% (2 yr.)
    - Addison for FY25: 4% (2% market + 2% merit)

# Background – Recruitment and Retention

The logo for Addison, featuring the word "ADDISON" in white capital letters inside a blue circle.

## In Addison

- Experiencing challenges to recruit qualified applicants.
- Concern for employees starting and leaving within 1-5 years.
  - Compensation and lack of a step pay plan are cited as top reasons in exit interviews.
  - In the last few years, cities have opened up ability for lateral transfers and increased hiring compensation flexibility to recruit experienced employees.
- Experiencing retirements of some long-tenured employees.

## Addison Fire Sworn Positions

Calendar Year	Turnover (#)	Turnover (%)	Respective Years of Experience of each Employee Leaving	Average Years of Experience
2019	3	5.5%	0.9 / 2.5 / 3.9	2.44
2020	6	10.7%	0.8 / 8.7 / 14.0 / 26.0 / 35.4 / 36.5	20.22
2021	3	5.4%	4.4 / 5.2 / 39.3	16.31
2022	4	7.1%	2.8 / 18.2 / 21.3 / 22.0	16.08
2023	6	10.7%	0.8 / 1.6 / 8.3 / 8.8 / 22.2 / 25.3	11.17
2024	9	16.1%	<b>0.7 / 1.0 / 1.1 / 2.2 / 2.7 / 3.3</b> / 10.1 / 18.5 / 25.1	7.17
Average	5.2	9.2%		12.23

## Addison Police Sworn Positions

Calendar Year	Turnover (#)	Turnover (%)	Respective Years of Experience of each Employee Leaving	Average Years of Experience
2019	5	7.9%	0.3 / 0.4 / 1.0 / 1.2 / 5.1	1.58
2020	6	9.5%	2.3 / 3.3 / 12.9 / 14.4 / 15.2 / 22.1	11.69
2021	6	9.5%	1.9 / 7.0 / 9.2 / 20.0 / 20.1 / 20.2	13.06
2022	8	12.7%	0.3 / 0.5 / 0.9 / 3.8 / 4.7 / 4.8 / 8.0 / 9.3	4.04
2023	6	9.5%	0.0 / 2.2 / 4.4 / 7.4 / 10.3 / 23.8	8.02
2024	7	11.1%	<b>0.8 / 1.4 / 1.5 / 2.2 / 2.7</b> / 7.7 / 28.5	6.39
Average	6.3	10.1%		7.46

# Background – Recruitment and Retention

- Level of turnover poses challenges and costs for Addison.
  - **Direct Costs:**
    - Increased overtime cost if the Town cannot meet minimum staffing per shift.
    - Increased recruiting and hiring costs – advertising, attending events, interviewing, screening, and hiring.
    - Increased training costs.
  - **Indirect Costs:**
    - Lost productivity and time spent training new employees for supervisors and managers.
    - Onboarding and training time per employee.
      - Firefighters ~12 months
      - Police officers ~18 months
    - Impact on culture and employee morale.
    - Employee fatigue if low on staffing.

# Option 1: Transition to Step (2% Range Increase)

ADDISON

- ❖ **Transition to a step pay plan structure using FY2026 budgeted compensation increase**
  - *Previously discussed with Council during the January 7, 2025 Council Work Session.*
- ❖ Increases FY2025 pay plan minimum and maximum range by **2%**.
- ❖ **Transition time: 2 years**
  - For every sworn position to be placed on the appropriate step based on current years of service.
- ❖ **Pros**
  - Can accomplish this within the FY2026 budget – no additional decision package required.
- ❖ **Cons**
  - Behind desired market position.
    - Police – 1.4% (\$1,165) below at minimum | 1.2% (\$1,276) below at max
    - Fire – 5.4% (\$4,183) below at minimum | 4.2% (\$4,038) below at max

# Option 1: Transition to Step (2% Range Increase)

ADDISON

	Step % increase	5%	5%	4%	4%	4%	3%
Police	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Police Officer	\$82,101	\$86,206	\$90,517	\$94,137	\$97,903	\$101,819	\$105,356
Police Sergeant	\$110,001	\$114,553	\$119,104				
Police Lieutenant	\$127,385	\$131,734	\$136,084				

	Step % increase	6%	6%	6%	5%
Fire	Step 0	Step 1	Step 2	Step 3	Step 4
Firefighter/Paramedic	\$77,732	\$82,396	\$87,340	\$92,580	\$97,284
Driver/Engineer	\$100,203	\$103,209	\$106,215		
Fire Captain	\$118,654	\$120,878	\$123,102		
Fire Battalion Chief	\$135,312	\$139,099	\$142,886		

## Police Officer:

Minimum increases by 2%  
Maximum increases by 2%

## Firefighter/Paramedic:

Minimum increases by 2%  
Maximum increases by 2%

# Option 2: Transition to Step (3% range increase)

ADDISON

- ❖ **Transition to a step pay plan structure and increase ranges to *move towards* desired market competitive position.**
  - ❖ Use FY2026 budget compensation increase and approve an additional FY2026 budget decision package of **\$138,933**.
- ❖ Increases FY2025 pay plan minimum and maximum range by **3%**.
- ❖ **Transition time: 2 years**
  - For every sworn position to be placed on the appropriate step based on current years of service.
- ❖ Fiscal impact outside budgeted compensation increase:
  - **FY2026 Total** – \$138,933
  - **FY2027 Total** – \$75,000 for PD only
- ❖ **Pros**
  - Increases market competitiveness.
- ❖ **Cons**
  - Total cost – requires budget decision package.
  - Behind desired market position.
    - Police – 0.4% (\$360) below at minimum | 0.2% (\$243) below at maximum
    - Fire – 4.4% (\$3,420) below at minimum | 3.1% (\$3,083) below at maximum

# Option 2: Transition to Step (3% range increase)

ADDISON

	Step % increase	5%	5%	4%	4%	4%	3%
Police	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Police Officer	\$82,906	\$87,052	\$91,404	\$95,060	\$98,863	\$102,817	\$106,389
Police Sergeant	\$111,080	\$115,676	\$120,271				
Police Lieutenant	\$128,089	\$132,754	\$137,418				

	Step % increase	6%	6%	6%	5%
Fire	Step 0	Step 1	Step 2	Step 3	Step 4
Firefighter/Paramedic	\$78,494	\$83,204	\$88,196	\$93,488	\$98,238
Driver/Engineer	\$101,185	\$104,221	\$107,257		
Fire Captain	\$119,243	\$122,814	\$126,384		
Fire Battalion Chief	\$136,639	\$140,463	\$144,287		

## Police Officer:

Minimum increases by 3%  
Maximum increases by 3%

## Firefighter/Paramedic:

Minimum increases by 3%  
Maximum increases by 3%

# Option 3: Transition to Step (Competitive Movement)

A blue circular logo with the word "ADDISON" in white capital letters.

- ❖ **Transition to a step pay plan structure and increase ranges *to desired market competitive position*.**
  - ❖ Use FY2026 budget compensation increase and approve an additional FY2026 budget decision package of **\$275,961**.
- ❖ **Transition time: 2 years**
  - For every sworn position to be placed on the appropriate step based on current years of service.
- ❖ **Fiscal impact outside budgeted compensation increase:**
  - **FY2026 Total** – \$275,961
  - **FY2027 Total** – \$87,500 for PD only
- ❖ **Pros**
  - Achieves market competitiveness.
- ❖ **Cons**
  - Total cost – requires budget decision package.

# Option 3: Transition to Step (Competitive Movement)

ADDISON

	Step % increase	5%	5%	4%	4%	4%	3%
Police	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Police Officer	\$83,266	\$87,430	\$91,801	\$95,473	\$99,292	\$103,264	\$106,633
Police Sergeant	\$114,672	\$120,053	\$125,433				
Police Lieutenant	\$130,977	\$136,096	\$141,214				

	Step % increase	6%	6%	5%	5%
Fire	Step 0	Step 1	Step 2	Step 3	Step 4
Firefighter/Paramedic	\$81,915	\$86,830	\$92,040	\$96,642	\$101,322
Driver/Engineer	\$103,099	\$106,808	\$110,519		
Fire Captain	\$124,551	\$129,204	\$133,857		
Fire Battalion Chief	\$142,151	\$147,172	\$152,195		

## Police Officer:

Minimum increases by 3.45%  
Maximum increases by 3.24%

## Firefighter/Paramedic:

Minimum increases by 7.49%  
Maximum increases by 6.23%

## Option 1 (2% shift)

- Within FY2026 budgeted compensation increase.
- Behind desired market position.
- 2-year transition.

**No Budget  
Decision Package  
required.**

## Option 2 (3% shift)

- Requires budgetary decision package.
- Behind desired market position.
- 2-year transition.

**Budget Decision  
Package  
\$138,933**

## Option 3 (competitive)

- Requires budgetary decision package.
- Achieves desired market position.
- 2-year transition.

**Budget Decision  
Package  
\$275,961**

## Maximum Movement

- Achieves desired market position.
- Achieves transition in 1 year.

**Cost \$475,343**

- Staff is seeking direction from Council on the staff recommendation to move to a performance-based step pay plan structure as proposed, beginning in FY2026 for sworn Police and Fire personnel.
  - **Option 1:** Proposed Step Pay Plan Structure (2%) – within projected FY2026 budgeted increase.
  - **Option 2:** Proposed Step Pay Plan Structure (3%) – outside projected FY2026 budgeted increase, requires a budgetary decision package of \$138,933 for FY2026.
  - **Option 3:** Competitive Step Pay Plan Structure Movement – requires a budgetary decision package of \$275,961 for FY2026.

- Annual compensation increases are dependent upon budgetary approval and constraints.
- Sworn Police and Fire personnel will receive the same annual funding allocation as all other Town employees.
- No obligation to increase funding.

# Questions

## **2025 City Council Regular Meeting**

**4. b.**

**Meeting Date:** 06/24/2025

**Department:** Development Services

**Key Focus Areas:** Public Safety

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### **AGENDA CAPTION:**

Present and discuss proposed amendments to the Code of Ordinances - Chapter 10, entitled Animals, and associated fees.

### **BACKGROUND:**

As part of the FY2024 budget, the Development Services Department was expanded to include a new Neighborhood Services Division. This expansion also included the transfer of the Animal Services Division from the Police Department to Development and Neighborhood Services. Since that time, the Animal Services staff has been working diligently to clarify and redefine existing operating procedures. Because the Town's current animal ordinance was adopted in the early 1980s, staff have also been closely analyzing the animal-related ordinances of neighboring municipalities to determine how our comparison cities and others across the Metroplex are responding to certain types of calls and requests for service. The amendments which we are proposing will assist us in bringing our organization in line with current standards and clear up any antiquated references which could lead to misinterpretation, or hinder enforcement. It will also add new sections that will address areas not previously covered in the current version of our ordinance.

The proposed amendments will include revisions to existing definitions, add several new definitions, and revise some existing sections of the code. The proposed amendments will also add several new sections to the code addressing:

- Cruelty to animals
- Trapping of animals
- Unlawful restraint of a dog
- Deadly force
- Making a false report.

The amendments will also include references to new or revised fees for a variety of services which, if approved, will be incorporated into associated revisions to the Master Fee Schedule.

Staff is seeking Council's feedback on these proposed changes to incorporate into a future presentation with recommendations for Council consideration.

**FISCAL IMPACT**

Not applicable.

**RECOMMENDATION**

Staff seeks direction from Council.

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**Attachments**

Presentation - Animals Ordinance Amendments

Chapter 10 - Animals (Existing, Redline Version)

Chapter 10 - Animals (Proposed, Clean Version)

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# Proposed Amendments to the Code of Ordinances – Chapter 10 (Animals)

June 24, 2025

Ray Mendez, Assistant Director of  
Neighborhood Services

The logo for the City of Addison, featuring the word "ADDISON" in blue capital letters inside a white circle, which is set against a blue background with a white diagonal stripe.

- As part of the FY2024 Budget, the Development Services Department was expanded to include a new Neighborhood Services Division.
- The budget funded new personnel, equipment, and other resources.
- This expansion of Neighborhood Services also included the transfer of the Animal Services Division from the Police Department to the Development & Neighborhood Services Department (“DNS”).



- One of the first orders of business for Animal Services under the umbrella of DNS has been to clarify and redefine existing operating procedures as the Town's current animal-related ordinance was adopted in the early 1980s.
- This process included a review of the existing ordinance to determine what was required to address current needs and provide a better mechanism for enforcement.

- Staff closely reviewed and analyzed the animal ordinances of neighboring municipalities to better understand how our comparison cities and others across the Metroplex are responding to and handling certain types of calls and requests for service.
- These proposed amendments will assist us in bringing our organization in line with current standards and clarify any antiquated references which could lead to misinterpretation of the code or hinder enforcement.

- The proposed ordinance amendments include: revisions to existing definitions, the addition of several new definitions, as well as additions and modifications to some existing sections of the code.
- The proposed amendments will also add the following new sections to the code:
  - Sec. 10.12 – Cruelty to Animals
  - Sec. 10.13 – Trapping of Animals
  - Sec. 10.14 – Unlawful Restraint of a Dog
  - Sec. 10.15 – Deadly Force
  - Sec. 10.85 – Making a False Report

# Notable Changes to the Ordinance

- **Sec. 10.12 – Cruelty to Animals**

*References State law and makes it unlawful to abuse, neglect, or otherwise mistreat an animal.*

- **Sec. 10.13 – Trapping of Animals**

*Establishes standards for the humane trapping of animals with a focus on the use of traps for wildlife considered high-risk for rabies.*

- **Sec. 10.14 – Unlawful Restraint of a Dog**

*Makes it unlawful for an owner to leave a dog restrained outside and unattended without adequate shelter, shade, and water.*

- **Sec. 10.15 – Deadly Force**

*Authorizes the use of deadly force against an animal presenting an imminent risk of death or bodily injury to persons or other animals.*

- **Sec. 10.85 – Making a False Report**

*Makes it unlawful for any person to knowingly make a false report to an animal services officer and / or any designated enforcement agent.*

- The proposed amendments will also include references to new or revised fees for a variety of services, which will be made as a part of and incorporated into associated revisions to the Master Fee Schedule.

# Current and Proposed Fees

A blue circular logo with the word "ADDISON" in white capital letters.

CITY	ADOPTION (DOGS/CATS)	ANIMAL REGISTRATION	ANIMAL SHELTER FEES PER DAY	DANGEROUS DOG	IMPOUND	MICRO- CHIPPING	SURRENDER	TRAPPING DEPOSIT/FEE
ADDISON	\$10 \$50	n/a	n/a	\$50 \$100	\$10/day \$20/day	\$10 \$15	No Surrenders	\$20/\$10 \$50 (dep.)/ \$10 fee

*\* Revised fees in red*

# Proposed Fees and Comparison Cities Fees

ADDISON

CITY	ADOPTION (DOGS/CATS)	ANIMAL REGISTRATION	ANIMAL SHELTER FEES PER DAY	DANGEROUS DOG	IMPOUND	MICRO- CHIPPING	SURRENDER	TRAPPING DEPOSIT/FEE
ADDISON	\$10 <i>\$50</i>	n/a	n/a	\$50 <i>\$100</i>	\$10/day <i>\$20/day</i>	\$10 <i>\$15</i>	No Surrenders	\$20/\$10 <i>\$50 (dep.)/ \$10 fee</i>
ALLEN	\$95	\$10-\$20	\$10	\$75	\$30-\$95	\$25	\$15-\$25	\$25
CARROLLTON	\$50-\$150/ \$40-\$100	\$5-\$15	\$10	\$50	\$25+	\$20-\$25	\$20	\$25
COPPELL	\$85-\$100/ \$50-\$75	\$10-\$20	\$12-\$15	\$100	\$30-\$120	\$0	\$20-\$50	\$20
FARMERS BRANCH	\$85-\$150/ \$60-\$100	\$10-\$20	\$10	\$100	\$20+	\$15	\$30	\$25-\$30
FLOWER MOUND	No Fee	\$10-\$15	\$25-\$50	\$100	\$25-\$50	\$25	No Fee	\$25
FRISCO	\$75-\$200	\$5-\$15	\$15-\$25	\$100	\$25+	\$20-\$25	\$50	\$25+
GRAPEVINE	\$60-150	\$10-\$15	\$10	\$75	\$30+	\$25	No Fee	\$60-\$65
IRVING	\$50-\$150/ \$40-\$100	\$5-\$15	\$10		\$60+	\$20-\$25	n/a	\$25-\$30
LEWISVILLE	\$90-\$100	\$7-\$90	\$10	\$100	\$25+	\$15-\$25	No Fee	\$25
MCKINNEY	\$75-\$150	\$10-\$20	\$10	\$50	\$25-\$50	\$25-\$30	No Surrenders	\$25-\$30
PLANO	\$50-\$150	\$10-\$15	\$10	\$250	\$25+	\$20-\$25	\$25	\$25-\$30
RICHARDSON	\$15-35	No Fee	\$25	N/A	\$25+	\$15	\$20	No charge
UNIVERSITY PARK	\$100-\$150	\$10-\$15	\$15	\$50	\$25+	\$20-\$25	No Surrenders	\$25-30

*\*Revised fees in red*

- The proposed revisions are part of our ongoing efforts to enhance consistency within the Animal Services Division and help strengthen our Code of Ordinances.
- Staff seeks Council's feedback regarding these proposed changes to incorporate into a future presentation with recommendations for Council consideration.

# Questions?

## Chapter 10 ANIMALS<sup>1</sup>

### ARTICLE I. IN GENERAL

#### Sec. 10-1. Definitions.

The following words, terms and phrases when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Animal* means any live creature, domestic or wild, vertebrate or invertebrate, not of human species.

*Animal ~~control~~ services* means the animal ~~control~~ services division of the town.

*Animal ~~control~~ services officer* means any person designated by the supervisor of animal ~~control~~ services to enforce the provisions of this chapter.

*Cat* means every domestic mammal of the feline species regardless of age or sex, but does not include a lion, tiger, or other wild animals of this family.

*Dangerous dog or vicious dog* means:

- (1) Any dog that makes an unprovoked attack on a person that causes bodily injury or serious bodily injury or death to a human beings and would constitute a danger to human life or property.
- (2) Makes an unprovoked attack on a domesticated animal that causes bodily injury or serious bodily injury or death to the animal on two or more separate occasions that occur in a place other than a private enclosure.
- (3) Any dog which has behaved in such a manner that the owner thereof knows or should reasonably know that the dog possesses tendencies to attack or to bite human beings.
- (4) Any dog certified by a doctor of veterinary medicine, after observation thereof, as posing a danger to human life or property upon the basis of reasonable medical probability.

*Dog* means every domestic mammal of the canine species regardless of age, or sex, but does not include a wolf, fox or other wild animal of this family.

*Exotic Animal* means any animal not normally considered domesticated including, but not limited to, non-venomous snakes, non-venomous lizards, or any other wild animal not capable of doing serious bodily harm to humans as determined by the town.

*Euthanized* shall mean to cause the death of an animal by a method which:

- (a) Rapidly produces unconsciousness and death without visible evidence of pain or distress, or

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<sup>1</sup>Cross reference(s)—Environment, ch. 34; health and sanitation, ch. 46; application of traffic chapter to persons riding or driving animals, § 78-2.

State law reference(s)—General police power, V.T.C.A., Local Government Code § 54.004 ; animals generally, V.T.C.A., Health and Safety Code chs. 821—828 .

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- (b) Utilizes anesthesia produced by and agent, given by qualified personnel, which causes painless loss of consciousness, and death following such loss of consciousness.

*Fowl* means any of various birds, including chickens, turkeys, geese, ducks, doves, guineas, swans, peafowls or any other free, uncaged bird or fowl, except parakeets, canaries, or other birds of similar size that are customarily kept within cages and birds which are allowed by state law to be destroyed.

*Impound* means to take into custody or to place in the animal services shelter of the city or other authorized confinement area.

*Livestock* means cattle, swine, sheep, horses, llama, donkeys, burros and goats.

*Local rabies control authority (LCRA)* means the officer or supervisor designated by the municipal or county governing body under Texas Health and Safety Code 826.017.

*Microchip or microchip implant* means a passive electronic device that is injected into an animal by means of a hypodermic-type syringe device. Each microchip shall contain a unique and original number that is read by an electronic scanning device for the purposes of animal identification and recovery by the animal's owners. The microchip implant shall be supplied with an exterior collar-type tag for the purposes of an external means of notifying others that the animal has been implanted with a microchip.

*Nuisance* means an action that endangers life or health, gives unreasonable offenses to the senses, or obstructs the reasonable and comfortable use of another's property.

*Owner* means any person, ~~firm or corporation having title to~~ who has care, custody and control of any animal, ~~or a person who has, harbors or keeps, or who causes~~ any animal in his possession, or permits ~~to be harbored or kept, an animal in his care, or who permits an animal~~ any animal to remain on or about his premises.

Possession is the actual care, custody, control or management of a certain animal

Private enclosure is classified as a fenced in area, building, structure, or dwelling unit on private property where a dog is being kept which is not open to the general public and is reasonably certain to prevent the dog from leaving the enclosure on its own.

Restraint is a tether, leash, cable or other device that attaches to a dog to a stationary object or trolley system.

*Running at large* means not completely confined by a building, wall or fence of sufficient strength or construction to restrain the animal, except when such animal is either on a leash, or held in the hands of the owner or keeper, or under direct supervision of the owner within the limits of the owner's private property.

Serious bodily injury: An injury characterized by severe bite wounds or severe ripping of muscle that would cause a reasonable prudent person to seek treatment from a medical professional and would require hospitalization without regard to whether the person actually sought medical treatment.

Stray animal is an animal which is not on a leash or enclosed in a fenced yard.

*Supervisor of animal ~~control~~ services* means the person designated by the city manager to supervise all aspects of animal ~~control~~ services.

Unprovoked: Any action by an animal that is not:

(a) In response to being tormented, abused, or assaulted by any person;

(b) In response to pain or injury; or

(c) In protection of itself, its owner, its food, kennel, immediate territory, or nursing offspring.

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Vaccination is an injection of any vaccine for rabies approved by the state veterinarian and administered or supervised by licensed veterinarian.

*Vicious animal* means any animal which is fierce, ferocious, or has displayed an extraordinary inclination to approach or growl at a person or animal in an angry, threatening or ill-tempered manner when such person or animal was not doing acts ordinarily calculated to cause well-tamed animals to respond in such a manner; or to bite, bite at, attack or snap at a person or animal; or has displayed habits indicating a lack of docility or a lack of complete taming.

*Wild animal* means an animal which retains its wild nature or is not normally considered domesticated including, but not limited to, the following:

- (1) Class Reptilia: Family Helodermatidea (the venomous lizards); family Viperidea (rattlesnakes, pit vipers and true vipers); family Elapidae (coral snakes, cobras and mambas); family Colubridae Dispholidus typus (boomslang); Cyclagras gigas (water cobra) and Boiga dendrophila (mangrove snake) only; order Phidia (racers, boas, water snakes and pythons); order crocodilia (crocodiles, alligators, caimans and gavials);
- (2) Class Aves: Order Falconiforms (such as hawks, eagles and vultures) and subdivision Ratitae (such as ostriches, rheas, cassowaries and emus);
- (3) Class Mammalia: Order Carnivora, family Felidae (such as ocelots, margays, tigers, jaguars, leopards and cougars), except commonly accepted domesticated cats; the family Canidae (such as wolves, dingos, coyotes and jackals), except domesticated dogs; family Mustelidae (such as weasels, martins, mink, badgers); family Procyonidae (raccoon); family Ursidae (such as bears); order Marsupialia (such as kangaroos and common opossums); order Edentata (such as sloths, anteaters and armadillos); order Proboscidea (elephants); order Primata (such as monkeys, chimpanzees and gorillas); order Rodentia (such as porcupines); and order Ungulata (such as antelope, deer, bison, and camels).

(Code 1982, § 4-1)

Cross reference(s)—Definitions generally, § 1-2.

## **Sec. 10-2. Animal nuisance.**

- (a) *Enumerated.* The following shall be considered a public nuisance and a person commits an offense if the person knowingly allows:
- (1) The keeping of any animal in such a manner as to endanger the public health; annoy adjacent property owners by the accumulation of animal wastes which cause foul and offensive odors or are considered to be a hazard to any animal or human being; or by continued presence of any animal on the premises of another.
  - (2) All animal pens, stables or enclosures in which any animal may be kept or confined which, from the presence of animal excreta, have become offensive or nauseous to a person of ordinary sensibilities or injurious to public health.
  - (3) Persistent laxness in supervision of animals so that their running at large results in disturbance to persons of ordinary sensitivities.
  - (4) The keeping upon any property under the control of such person, any animal which howls, barks, yelps or crows or any other unreasonable noise for any period of more than five consecutive minutes to the discomfort of the people and quiet of the neighborhood, or which makes any unreasonably loud, disturbing and unnecessary noise in the town which is offensive to the ordinary sensibilities of the

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inhabitants of the town which noise renders the enjoyment of life or property uncomfortable or interferes with public peace and comfort.

- (b) *Misdemeanor.* Each and every person who violates any provision of this section and any person who shall harbor or keep on his premises, or in or about his premises, or on premises under his control an animal which violates any provision of this section shall be guilty of a misdemeanor and upon conviction shall be fined as hereinafter provided for a violation of this section, and each and every 24 hours that such dog, cat or other animal shall remain or be kept on any premises shall constitute a separate offense.
- (c) *Enforcement.* The police department and the animal control offices shall have concurrent and joint authority for enforcement of this section. Whenever any person shall complain to the police department or animal ~~control~~ services officer that an animal which habitually howls, barks, yelps or crows is being kept by any person in the town, the police department or animal ~~control~~ services officer shall notify the owner of the animal that a complaint has been received and that the person should take whatever steps necessary to alleviate the howling, barking, yelping or crowing. If the unlawful act continues after such notification and upon the filing in municipal court of a complaint charging the person with the violation, such complaint being supported by affidavits attesting to the facts and alleging the violation from at least two citizens not from the same family, then such person will be subject to criminal sanctions as set forth in this chapter. Nothing contained in this chapter shall restrict or prevent the issuance of a notice of violation by the police department, any peace officer, or the animal ~~control~~ services officer upon personal observance of or hearing of such animal in violation.

(Code 1982, § 4-8(a)—(c))

### **Sec. 10-3. Animals defecating and urinating in certain places prohibited; removal of excreta.**

- (a) *Prohibited.* It shall be unlawful for the person controlling to permit, either willfully or through failure to exercise due care or control, any dog or animal to urinate or defecate upon the sidewalk or parkway of any public street, or upon the floor of any common hall in any entranceway, stairway or wall immediately abutting on a public office building or other buildings used in common by the public or upon the floor, stairway, entranceway, office, lobby, foyer, or patio used in common by the public. For the purpose of this section, the term "parkway" shall mean the portion of a public street other than a roadway or a sidewalk.
- (b) *Removal of excreta.* It shall be unlawful and an offense for any person to fail to promptly remove and dispose of, in a sanitary manner, feces left by a dog or cat or other animal being handled or controlled by that person upon public walks, parks, recreation areas, sidewalks, parkways or public streets or any other public areas specified in subsection (a) of this section; or upon any private property other than the premises of the owner, handler or controller of such animal.

(Code 1982, § 4-8.1)

### **Sec. 10-4. Prohibited animals.**

- (a) It shall be unlawful and an offense to keep inside the corporate limits of the town or to release or allow to run at large inside the corporate limits of the town any of the following animals as defined in this chapter:
  - (1) Wild animals;
  - (2) Vicious animals.
- (b) Upon the impoundment of any prohibited animal, the owner may reclaim such animal pursuant to the provisions contained in article II, division 2 of this chapter but shall not permit such animal to be kept or harbored upon such owner's premises in the town.

**Sec. 10-5. ~~Commercial~~ Animal Related Businesses.**

- (a) A person who sells in the town a warm-blooded animal, except as excluded in this section, to any person or entity for use, retention, resale, or transfer of the animal as a pet shall:

- (1) Have had the animal examined by a veterinarian in the past 30 days; and
- (2) Furnish the purchaser a certificate in the following format and containing specific information identified in the parentheses, which certificate shall be signed by the seller:

The (description of animal) sold by (name of seller) to (name of buyer) on (date of sale) (is) (is not) a primate and has been examined on (date of examination) by (name of veterinarian), a licensed veterinarian who certified that the animal was found free of disease or parasites. (signature of seller)

Subsection (a) of this section does not apply to the sale of the following animals: any domestic animal; psittacine birds; canaries; finches; hamsters; guinea pigs; rats; mice and gerbils.

- (b) A person commits an offense if he knowingly sells an animal which has a disease or internal parasites for use, retention, resale or transfer as a pet.
- ~~(c) If an animal is a primate, the seller shall furnish a certificate from a licensed veterinarian certifying that the animal was tested for tuberculosis and is free of the disease.~~
- (d) A person commits an offense if he knowingly makes a false statement in a certificate required under this section.
- (e) No person shall conduct the commercial business of selling, grooming, breeding, showing, exhibiting or boarding of animals without a valid permit from animal ~~control~~ services.
- (f) Every person holding a permit hereunder shall maintain accurate records of all transactions involving animals, which records shall show the date, type of animal, animal registration number, and parties to such transaction. Such records shall be kept for a period of one year and must be available for inspection upon request by animal ~~control~~ services.
- (g) Application for permits shall be ~~control~~ services made to animal ~~control~~ services on forms furnished by animal ~~control~~ services. The application will not be approved until certification has been received from appropriate town officials that the zoning, construction and facility comply with existing ordinances for establishments housing such business. If the permit application is approved by the supervisor of animal ~~control~~ services, he shall issue the permit upon payment of the appropriate fee. Animal ~~control~~ services shall make any inspections necessary to assure compliance under this chapter. Animals shall be kept under sanitary conditions so as not to endanger the public or animal health, or create a nuisance.
- (h) All permits issued under this section shall be valid for the following 12 months and shall be renewed annually thereafter by proper written application and payment of fee. No permit issued under this section shall be renewed without the approval of the supervisor of animal ~~control~~ services. No permit shall be transferable.
- (i) All businesses described in this section must display the required permits in public view at such business.
- (j) Licensed veterinarians and veterinary clinics are exempt from this section.
- (k) The supervisor of animal ~~control~~ services may revoke any permit for failure to comply with regulations contained in this section. Revocation may be appealed within ten days to an administration appeals board comprised of the city manager or his representative, the police chief or his representative, and the city attorney or his representative.
- (l) The fee for the permit as provided in this section is ~~\$50.00~~ \$150.00 per year.

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(Code 1982, § 4-11)

Cross reference(s)—Businesses, ch. 22.

### Sec. 10-6. Sanitary conditions for keeping animals.

The owner or person in possession of animals shall keep yards, pens and enclosures in which such animals are confined in such a manner so as not to give off odors offensive to persons of ordinary sensibilities residing in the vicinity, or to breed or attract flies, mosquitoes, or other noxious insects, or in any manner to endanger the public health or safety, or create a public nuisance. All persons keeping such animals shall comply with the following sanitary regulations:

- (1) Manure and droppings shall be removed from pens, yards, cages and other enclosures at least twice daily, and handled or disposed of in such manner as to keep the premises free of any nuisance.
- (2) Any pen or enclosure shall be maintained in such a manner as not to be less than five feet from any adjoining residentially zoned property.

(Code 1982, § 4-12)

### Sec. 10-7. Pet and animal care guidelines.

The following are established as guidelines for ~~pet and animal care and are not intended to contravene the provisions for animal cruelty contained in state law~~ **the proper animal care of your owned pet:**

- ~~(1) *Provision of food, shelter and care generally.* No owner shall fail to provide his animals with sufficient good and wholesome food and water, proper shelter and protection from the weather, veterinary care when needed to prevent suffering and humane care and treatment.~~
  - ~~(2) *Abuse of animal, fighting.* No person shall beat, cruelly ill-treat, torment, overload, overwork or otherwise abuse an animal, or cause, instigate or permit any dogfight, or other combat between animals or between animals or humans.~~
  - ~~(3) *Abandonment.* No owner of any animal shall abandon such animal.~~
  - ~~(4) *Striking with a vehicle.* Any person who, as the operator of a motor vehicle, strikes a domestic animal shall stop at once and render such assistance as may be possible, and shall immediately report such injury or death to the animal's owner. In the event the owner cannot be ascertained and located, such operator shall at once report the accident to the appropriate law enforcement agency or to the local humane society.~~
- (1) No person shall fail to provide any animal in his or her charge or custody without adequate food, clean water source and protection from the elements, or cause any of these acts to be done
  - (2) The owner and any person having care, custody or control over any animal shall always keep the same confined within a building or adequate fencing
  - (3) When a dog is kept outdoors, the owner or keeper shall provide both a confinement area and an adequate dog shelter within the confinement area
  - (4) A dog shelter must:
    - a. Be weatherproof top, bottom and sides
    - b. Floors must be level and dry
    - c. Provide adequate shade during daylight hours to prevent overheating or discomfort to the dog

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- d. Be of adequate size to allow the dog to stand erect with the dog's head up, to turn around easily and to sit and lie down in a comfortable and normal position
  - e. Sanitary conditions clean of feces, urine and parasites

(Code 1982, § 4-13)

State law reference(s)—Cruelty to animals, V.T.C.A., Penal Code § 42.09 ; dog fighting, V.T.C.A., Penal Code § 42.10 .

### **Sec. 10-8. Harassing, harming or killing of animals or fowl prohibited.**

A person commits an offense if the person intentionally harasses, terrorizes, wounds, harms, maims, cripples or kills or causes to be harassed, terrorized, wounded, harmed, maimed, crippled or killed, any animal or fowl in the town with the exception of those of the class Reptilia or rats and other rodents not protected by state law.

(Code 1982, § 4-16; Ord. No. 009-008, § 1.A.1, 4-28-09)

State law reference(s)—Cruelty to animals, V.T.C.A., Penal Code § 42.09 .

### **Sec. 10-9. Requirements on keeping livestock and fowl.**

- (a) It shall be unlawful for any owner to keep or harbor any livestock or three or more fowl within the corporate limits of the town in any pen, stable, shed, coop or enclosure, if any part of such enclosure or structure is within 150 feet of any residence, business or commercial establishment or office (other than the owner's residence, business or commercial establishment or office), grocery store, restaurant, school, hospital or nursing home.
- (b) It shall be unlawful for any owner to keep or harbor any livestock within the corporate limits of the town where there is less than 5,000 square feet for each animal. It shall be unlawful for any owner to keep or harbor three or more fowl within the corporate limits of the town where there is less than 100 square feet for each fowl.

(Code 1982, § 4-17)

### **Sec. 10-10. Leaving animals unattended in vehicle.**

A person having charge or custody of an animal shall not place or confine such animal or allow such animal to be placed or confined in a motor vehicle or trailer under such conditions or for such a period of time as may endanger the health of the animal due to heat, lack of food or water, or such other circumstances as may cause injury or death of the animal. The animal ~~control~~ services officer finding an animal being held in violation of this provision may cite the owner for violating this section, obtain a search warrant pursuant to state or federal law, and/or use reasonable force to remove an animal from a vehicle whenever it appears the animal's health or safety is, or soon will be endangered, and said neglected or endangered animal shall be impounded and held pending a hearing. It shall be the responsibility of the animal's owner to repair any damage caused by the removal of the animal from the dangerous situation by the animal ~~control~~ services officer or police officer.

(Ord. No. 009-008, § 1.A.2, 4-28-09)

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## Sec. 10-11. Feeding of waterfowl.

- (a) The large number of waterfowl attracted by feeding in and around small ponds and lakes within the town increases the presence of fecal matter from such waterfowl and corresponding harmful bacteria, which create a potential health hazard and a nuisance. The purpose of this section is to control the regular or habitual feeding of waterfowl in order to protect the public health and public property and the water quality of such ponds and lakes, by reducing the amount of fecal matter deposited by waterfowl in such waters and on the adjacent shoreline and public property.
- (b) For purposes of this section, "waterfowl" means those species of birds commonly known as ducks, swans, and geese, and any other waterfowl, whether or not migratory.
- (c) No person shall engage in the regular, routine, or habitual practice of feeding any waterfowl within any pond or lake within the town or within any public property adjacent thereto, or on any private property. No person shall regularly, routinely, or habitually create or foster any condition or allow any condition to exist or continue which results in a congregation or congestion of waterfowl. For purposes of this section, the behavior is presumed to be regular, routine or habitual when three written warnings have been issued to the same individual within a 60-day period. Once three written warnings have been issued within a 60-day period, it shall not be necessary to again establish regular, routine or habitual behavior by the issuance of written warnings for that individual. Regular, routine or habitual practice may also be established by other evidence.

(Ord. No. 009-008, § 1.A.3, 4-28-09; Ord. No. 015-015, § 1, 8-11-15 ; Ord. No. 015-029, § 1, 11-10-15 )

## Secs. 10-12. Cruelty to Animals.

It shall be unlawful for any person to intentionally, knowingly or recklessly abuse, neglect or otherwise mistreat an animal. Violations under this section will be investigated as violations of Texas Penal Code statutes 42.09, 42.092, 42.10, 42.105 and 21.09

- 1. It shall be unlawful for any person or persons to willfully or maliciously kill, abuse, kick, maim or disfigure, overwork, overload, torture, beat with a stick, chain, club or other object, mutilate, burn, or scald with any substance or otherwise cruelly set upon any animal except that reasonable force may be employed to drive off vicious or trespassing animals.
- 2. It shall be unlawful for any person to fail unreasonably to provide necessary food, care, exercise or shelter for any animal in his custody.
- 3. It shall be unlawful for any person or persons to place or confine or allow such animal to be confined in such a manner that it must remain in a motor vehicle or trailer under such conditions or for such periods of time as may endanger the health or well-being of the animal due to heat, lack of food and/or water, or any circumstances which might cause suffering, disability or death.
- 4. It shall be unlawful to cause, instigate or permit one animal to fight with another animal or human being.
- 5. No person shall tie or fasten any animal to any lamppost, light pole, utility pole, awning post, tree, fence, hydrant or shrubbery belonging to another without the consent of the owner.
- 6. It shall be unlawful for any person or persons to abandon or dump any animal within the city. All animals which are abandoned shall be considered surrendered to the animal warden for impoundment or disposal under the provisions of this chapter.
- 7. Any person who, as the operator of a motor vehicle, strikes a domestic animal or pet shall immediately report such injury or death to the animal's owner; in the event the owner cannot be ascertained and

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located, such operator shall at once report the accident to the animal warden or an appropriate law enforcement agency.

8. It shall be unlawful for any person to expose any poisoned meat or other known poisonous substance, whether mixed with food or not, so the same shall be liable to be eaten by a domestic animal, pet or person. This section is not intended to prohibit the prudent use of herbicides, insecticides or rodent-type traps.
9. Any person or persons violating this section shall bear the full cost and expenses incurred by the city in the transportation, care, medical treatment, impoundment cost and disposal of said animal(s), including such animal(s) removal from a vehicle.
10. It shall be unlawful to color, dye, stain or otherwise change the natural color of any chickens, ducklings, other fowl or rabbits, or to possess, for the purpose of sale or to be given away, any of the above-mentioned animals which have been so colored.

#### Sec 10-13 Trapping of animals

- (a) Humane traps are for the Town of Addison residents or businesses only and must stay on the property of the person and address provided on the humane trap agreement
- (b) Humane traps are primarily to be used for wildlife that are classified as a high risk of transmitting the rabies virus
  - a. Wildlife considered high risk for the rabies virus include coyotes, foxes, bats, racoons and skunks
  - b. Humane traps may also be utilized for the purposes of trapping, altering and release of feral cats
- (c) A \$50.00 deposit with \$10 service fee is required for the protection and return of the humane trap
- (d) Humane Traps must be closed from Friday 2:00 PM through Sunday 6:00 PM as well as during town holidays.
- (e) Humane traps are not to be set during inclement weather, below 40° or above 95° Fahrenheit
- (f) Humane traps are only loaned out for a duration of two weeks
- (g) Once an animal has been trapped, Addison Animal Services is to be notified as soon as possible
- (h) Town of Addison residents and businesses are responsible for humane trap and liable if lost, stolen or returned damaged

#### Sec 10-14 Unlawful restraint of a dog

(a) An owner may not leave a dog outside and unattended by use of a restraint unless the owner provides the dog access to:

- (1) adequate shelter;
- (2) an area that allows the dog to avoid standing water and exposure to excessive animal waste;
- (3) shade from direct sunlight; and
- (4) potable water.

(b) An owner may not restrain a dog outside and unattended by use of a restraint that:

- (1) is a chain;
- (2) has weights attached;
- (3) is shorter in length than the greater of:

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(A) five times the length of the dog, as measured from the tip of the dog's nose to the base of the dog's tail; or

(B) 10 feet; or

(4) is attached to a collar or harness not properly fitted.

State Law Reference – Unlawful Restraint of Dog; Offense, Health & Safety Code 821.102

Sec 10-15 Deadly force

Deadly force may be used against any animal presenting an imminent risk of death or serious bodily injury to other persons or animals.

**10.16 —10-30. Reserved.**

## ***ARTICLE II. ADMINISTRATION AND ENFORCEMENT<sup>2</sup>***

### ***DIVISION 1. GENERALLY***

#### **Sec. 10-31. Enforcement.**

- ~~(a) Enforcement of this chapter shall be the responsibility of the supervisor of animal control or any animal control officer.~~
- ~~(b) Any animal control officer shall have the authority to issue citations for any violation of this chapter. If the person being cited is not present, the animal control officer may send the citation to the alleged offender by registered or certified mail.~~
- ~~(c) It shall be unlawful for any person to interfere with any animal control officer in the performance of his duties.~~

The Animal Services officer shall have the authority to issue citations for any violation of this chapter:

- (a) It shall be unlawful for any person upon being issued a citation to give the Animal Services officer any personal identification information other than his true name and address
- (b) It shall be unlawful to fail to appear in accordance with the terms of a citation issued by the Animal Services officer
- (c) If the person being cited is not present, the Animal Services officer may send the citation to the alleged offender by certified or registered mail, return receipt requested, where upon service shall be deemed complete
- (d) It shall be unlawful for any person to interfere with the Animal Services officer in the performance of his duties

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<sup>2</sup>Cross reference(s)—Administration, ch. 2.

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- (e) the Animal Services officer shall have the right of ingress and egress on private property for the purpose of apprehending animals at large
  - (f) It shall be unlawful for any person to fail to comply with any lawful order of the LRCA, Animal Services officers, animal services supervisor or peace officers of the town of Addison.

(Code 1982, § 4-2)

**Secs. 10-32—10-50. Reserved.**

***DIVISION 2. IMPOUNDMENT<sup>3</sup>***

**Sec. 10-51. Designation of place.**

The city manager shall select and establish a place for impoundment of all animals impounded under any provision of this chapter.

(Code 1982, § 4-5(g))

**Sec. 10-52. Authority to impound; procedures.**

- (a) ~~The supervisor of animal control services is authorized to impound such animals running at large, other than a cat, and may impound a cat under conditions specified in this division and when the supervisor has received a complaint that the cat causes a nuisance or hazard to the health or welfare of human or animal population.~~ The animal services officer shall take into custody any domestic animal found at large in the town and impound said animal in the designated facility.
- (b) The following animals may be impounded:
  - (1) Cats and dogs not exhibiting evidence of being vaccinated or registered as described in article III of this chapter.
  - (2) Any animal infected or kept under conditions which could endanger the public or animal health.
  - (3) Any animal that creates a nuisance.
  - (4) Any animal running at large, as stipulated in this chapter.
  - (5) Any animal treated in a manner determined by the supervisor of animal ~~control~~ services to be cruel or inhumane.
  - (6) Any animal that has bitten a human being or needs to be placed under observation for rabies determination, as determined by an animal ~~control~~ services officer.
  - (7) Any dangerous dog.
  - (8) Any animal that is abandoned, voluntarily or involuntarily by its owner.
  - (9) Any vicious animal.

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<sup>3</sup>State law reference(s)—Restraint, impoundment, and disposition of dogs and cats, V.T.C.A., Health and Safety Code § 826.033(a) .

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- (10) Any wild animal.
  - (11) Any animal whose owner has been arrested or hospitalized, is missing or has died and there is no person present 16 years of age or older who will assume the duties of providing food, water and shelter for such animal.
  - (12) Any animal violating any provisions of this chapter.

(c) Impounded animals shall be held for a period of three (3) days if no microchip is found and six (6) days if microchip is found implanted. At the end of said time, if the animal has not been reclaimed, and the proper fee as described herein has not been paid, the animal may be adopted or disposed in a humane and proper method.

(Code 1982, §§ 4-4(b), 4-5(a); Ord. No. 009-008, § 1.A.4, 4-28-09)

#### **Sec. 10-53. Right of property owner to confine; notification of animal ~~control~~ services.**

If any of the animals named in this division are found upon the premises of any person, the owner or occupant of the premises shall have the right to confine such animal in a humane manner until he can notify an animal ~~control~~ services officer to come and impound such animal. When so notified, it shall be the duty of an animal ~~control~~ services officer to have such animal impounded as provided in this division.

(Code 1982, § 4-5(b))

#### **Sec. 10-54. Notification.**

~~Reasonable effort shall be made by an animal control officer to contact the owner of any animal impounded which is wearing a current registration tag; however, final responsibility for location of an impounded animal is that of the owner.~~ *Every reasonable effort by the animal services officer, to include but not limited to, contacting the animal owner by telephone, e-mail or any other available means of contact will be made in an effort to contact the owner of an impounded animal.*

(Code 1982, § 4-5(c))

#### **Sec. 10-55. Reclaiming impounded animals.**

- (a) The owner can resume possession of any impounded animal upon payment of impoundment fees, handling fees and any veterinarian bills incurred by animal ~~control~~ services for the welfare of the animal, and upon compliance with vaccination and ~~registration~~ microchip implant provisions of this chapter, except where prohibited in this section.
- (b) Disposition of animals impounded on the grounds of cruel or inhumane treatment shall be determined by the court of jurisdiction.
- (c) If any animal is being held under quarantine or observation for rabies, the owner shall not be entitled to possession until it has been released from quarantine.
- (d) If the animal is not already identifiable by microchip, a microchip is required to be implanted in the animal, at the Owner's or Keeper's expense, prior to release of any impounded animal.

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(Code 1982, § 4-5(d)—(f))

### **Sec. 10-56. Disposition of animals.**

- (a) Any animal, except vicious or wild animals, not reclaimed by the owner, may be humanely euthanized after being impounded for 72 hours, except that any animal wearing a current registration tag shall be impounded for six days.
- (b) Any impounded vicious or wild animal, unless there is reason to believe that it has an owner, may be immediately disposed of as may be deemed appropriate by the supervisor of animal ~~control~~ services.
- (c) Any impounded ~~cat or dog not wearing a registration certificate~~ animal, except vicious or wild animals, with no microchip may be given up for adoption after 72 hours, except for those under quarantine. Any impounded ~~cat or dog wearing a registration certificate~~ animal that has a microchip implant may be given up for adoption on the seventh day of confinement.
- (d) An owner who no longer wishes responsibility for an animal or believes the animal to be in an ill or injured condition may sign a written waiver, supplied by animal ~~control~~ services, allowing the animal to be immediately euthanized in a humane manner; provided that no warm-blooded animal that has bitten a human being shall be euthanized before expiration of the ten-day quarantine period.
- (e) Any impounded animal that appears to be suffering from extreme injury or illness may be euthanized or given to a nonprofit humane organization.

(Code 1982, § 4-5(h)—(l))

### **Sec. 10-57. Adoption; conditions.**

- (a) An individual may adopt a dog or cats from the town animal shelter under the following conditions:
  - (1) The animal has been classified as adoptable by the supervisor of animal ~~control~~ services;
  - (2) The prospective adopter has proper facilities to care for the animal;
  - (3) The prospective adopter obtains all necessary vaccinations and microchip registrations; and
  - (4) The fee for adoption shall be ~~\$10.00~~ \$50.00. ~~The purchaser of any dog or cat must have it vaccinated, and must obtain a license within 30 days after purchase or animal control~~ services shall have the right of immediate return of the animal to the animal shelter; provided, the supervisor of animal control services shall allow additional time in the case of dogs or cats less than six months of age.
- (b) The supervisor of animal control ~~control~~ services may refuse to allow a person to adopt a cat or dog whom the supervisor has reason to believe:
  - (1) Would not be able to obtain a registration certificate under restrictions of this chapter;
  - (2) Would not have proper facilities to contain or care for the animal as required by this chapter;
  - (3) Wants the dog or cat for the purpose of resale or for purposes other than pet ownership; and
  - (4) Would not be a suitable owner within the sole discretion of the supervision of animal control ~~control~~ services.

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- (c) Notwithstanding any of the provisions of this section, the supervisor of animal ~~control~~ services shall have the authority to waive any and all impoundment, handling, quarantine, or adoption fees whenever it is appropriate in the supervisor's opinion to do so.

(Code 1982, § 4-6(d); Ord. No. 009-008, § 1.A.5, 4-28-09)

State law reference(s)—Sterilization of certain released dogs and cats, V.T.C.A., Health and Safety Code ch. 828 .

### **Sec. 10-58. Impoundment fees.**

- (a) *Impoundment fees generally.* Impoundment fees shall be (for impoundments in a 12-month period) as follows: in accordance with the Town's Master Fee Schedule as shown in Appendix \_\_\_\_.

	First	Second	Third	Fourth
<del>(1) Dogs and cats</del>	<del>\$10.00</del>	<del>\$20.00</del>	<del>\$30.00</del>	<del>\$40.00</del>
<del>(2) Other animals</del>	<del>20.00</del>	<del>30.00</del>	<del>40.00</del>	<del>50.00</del>

- ~~(b) *Daily handling fees for animals in town pound.* A daily handling fee shall be charged for every day, or fraction thereof, that an animal is in the town's custody. The daily handling fee shall be \$10.00 per day or reasonable fees commensurate with fees charged the town by outside contractor for quarantine or boarding.~~

- ~~(c) *Quarantine fee.* The owner of any animal held in quarantine for observation purposes shall be charged \$10.00 for every day or fraction of a day an animal is at the animal shelter. This fee is in addition to any impoundment fee.~~

(b) Daily handling fees for animals in town. A daily handling fee shall be charged for every day, or fraction thereof, that an animal is in the town's custody

(1) All animals brought in may be released on the same day free of charge during regular business hours

(2) After the initial day, a \$25.00 return to owner fee is required. Fees may increase in increments of \$25.00 for each additional impoundment within in a 12-month period, up to a maximum of \$100.00.

(3) A \$10.00 per day boarding fee will be required for all animals that remain in the town's custody.

(Code 1982, § 4-6(a)–(c); Ord. No. 009-008, § 1.A.6, 4-28-09)

State law reference(s)—Impound fees authorized, V.T.C.A., Health and Safety Code § 826.033(c) .

### **Secs. 10-59—10-75. Reserved.**

## ***DIVISION 3. QUARANTINE<sup>4</sup>***

### **Sec. 10-76. Authority Local Rabies Control Authority Designated.**

The supervisor of animal ~~control~~ services shall have the authority, as the local rabies control authority (LCRA), to order the quarantine of animals responsible for bite incidents or suspected of having any zoonotic disease considered to be a hazard to the human population or other animals.

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<sup>4</sup>State law reference(s)—Quarantines, V.T.C.A., Health and Safety Code § 826.041 et seq.

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- (a) The duties of the local rabies control authority shall include but are not limited to:
    - (1) Enforcement of all ordinances and or rules of the town pertaining to rabies and animal control;
    - (2) Enforcement of the provisions of state law and administrative rules of the Texas Department of State Health Services pertaining to rabies and animal control.
  - (b) The town may employ such Animal Services officers or inspectors as are necessary and feasible to carry out the purposes of this section.

(Code 1982, § 4-7(a))

### **Sec. 10-77. Animals subject to quarantine; conduct of quarantine.**

- (a) Every animal that bites a human or attacks another animal in an unnatural manner, or has rabies or any other zoonotic disease, or is under suspicion of having rabies or any other zoonotic disease shall be immediately confined by the owner, who shall promptly notify animal ~~control~~ services or an animal ~~control~~ services officer of the place where such animal is confined and the reason therefor. The owner shall not permit such animal to come in contact with any other person or animal. The owner shall surrender possession of such animal to animal ~~control~~ services on demand for supervised quarantine. Supervised quarantine shall be at the animal shelter or a veterinary hospital, or by any other method of adequate confinement approved by the supervisor of animal ~~control~~ services. The quarantine shall be for not less than ten days and shall be under the supervision of the supervisor of animal ~~control~~ services. Written reports must be prepared on the first, fifth and tenth days of quarantine immediately following the date of such bite incident. A release from quarantine may be issued if no signs of rabies or other diseases have been observed during the quarantine period.
- (b) Any animal quarantined other than in the animal shelter shall be observed by a veterinarian in the same manner as outlined in subsection (a) of this section, and the owner shall immediately notify animal ~~control~~ services as to the veterinarian supervising the quarantine.
- (c) If the supervisor of animal ~~control~~ services orders quarantine other than in the animal shelter or veterinary hospital, the owner shall be responsible for confining the animal. The owner shall also be required to obtain the same veterinary supervision of the animal and release from quarantine as would be required in a veterinary hospital or at the animal shelter.

(Code 1982, § 4-7(b))

### **Sec. 10-78. Violation of quarantine; cause for seizure and impoundment.**

The violation of quarantine by any person shall be just cause for seizure and impoundment of the quarantined animal by animal ~~control~~ services. It shall be unlawful for any person to interrupt the observation period.

(Code 1982, § 4-7(c))

### **Sec. 10-79. Investigation of animal bite report; killing of biting animal prohibited.**

All animal bite reports shall be investigated by animal ~~control~~ services. Without permission of the supervisor of animal ~~control~~ services, it shall be unlawful for any person to kill or remove from the town limits any animal that has bitten a person or other animal, or that has been placed under quarantine, except when it is necessary to kill such animal to protect the life of any person or animal.

(Code 1982, § 4-7(d))

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## **Sec. 10-80. Authority to direct disposition of suspected rabid animals.**

The supervisor of animal ~~control~~ services shall direct the disposition of any animal suspected of being rabid or having any other zoonotic disease considered to be a hazard to any other animal or human being.

(Code 1982, § 4-7(e))

## **Sec. 10-81. Surrender of carcasses of dead animals suspected of rabies.**

The dead carcass of any dead animal exposed to rabies or suspected of having been rabid shall, upon demand, be surrendered to animal ~~control~~ services.

(Code 1982, § 4-7(f))

## **Sec. 10-82. Manner of disposing of animals exposed to rabies.**

Every animal that has been bitten by another animal shall be immediately confined by the owner, who shall promptly notify animal ~~control~~ services of the place where such animal is confined and the reason therefor. The owner shall not permit such animal to come in contact with any person or animal. Any animal exposed to rabies shall be handled in one of the following manners:

- (1) Humane destruction, with notification to, or under supervision of, animal ~~control~~ services;
- (2) If not currently vaccinated, the animal must be given an immediate vaccination with appropriate boosters thereafter at the appropriate intervals and be placed in quarantine at a veterinary hospital for at least 90 days immediately following the date of the exposure; or
- (3) If currently vaccinated, immediate booster vaccination and quarantine for at least 45 days immediately following the date of the exposure.

(Code 1982, § 4-7(g); Ord. No. 009-008, § 1.A.7, 4-28-09)

## **Sec. 10-83. Refusal to surrender animal.**

No person shall fail or refuse to surrender an animal for supervised quarantine or humane destruction, as required in this division for rabies control, when demand for such animal is made by the supervisor of animal ~~control~~ services. In the event that an owner should fail or refuse to surrender an animal for supervised quarantine or humane destruction, the supervisor of animal services shall be authorized to obtain a search and seizure warrant in order to retrieve the animal for quarantine or destruction.

(Code 1982, § 4-7(h))

## **Sec. 10-84. Notification to animal ~~control~~ services upon escape, sickness or death of quarantined animal.**

Any person having possession of, or responsibility for, any quarantined animal shall immediately notify animal ~~control~~ services if such animal escapes, or becomes or appears to become sick, or dies, and in case of death of the animal while under quarantine, shall immediately surrender the dead animal to animal ~~control~~ services for diagnostic purposes.

(Code 1982, § 4-7(i))

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**Sec. 10-85 Making a false report.**

It shall be a violation of this chapter and unlawful for any person to knowingly make a false report to animal services officer and/or any designated enforcement agent.

**Secs. 10-86 —10-110. Reserved.**

***ARTICLE III. DOGS, CATS AND OTHER ANIMALS***

***DIVISION 1. GENERALLY***

**Sec. 10-111. Numbers of animals allowed.**

No residence within the town shall harbor or keep more than four adult dogs, and/or five of any other type of animal, bird or reptile over the age of 16 weeks. No residence within the town shall harbor or keep more than one litter of puppies and/or one litter of kittens.

(Code 1982, § 4-18; Ord. No. 009-008, § 1.A.9, 4-28-09)

**Sec. 10-112. Running at large prohibited; authority to impound.**

~~It shall be unlawful for any dog or any other animal possessed, kept or harbored, other than a cat, to run at large.~~

(a) Offense. A person commits an offense if the person is an Owner or Keeper of an animal and the person permits, or by insufficient control allows the animal to be running at large as defined by this chapter.

(b) Defense. It is a defense to prosecution that the animal was at large due to forces of nature, fire, or the criminal act of a third party who was not residing at the animal Owner's or Keeper's residence.

(Code 1982, § 4-4(a))

State law reference(s)—Authority to prohibit dogs at large, V.T.C.A., Health and Safety Code § 826.033(a)(1) .

**Sec. 10-113. Guard dog.**

All dogs and cats over four months of age must be vaccinated annually for rabies with an antirabies vaccine administered by a duly authorized veterinarian. A metal certificate of vaccination with the year of vaccination, a certificate number and the name, address and phone number of the vaccinating veterinarian must be securely attached to a collar or harness that must be worn by the dog or cat at all times. In addition to the metal certificate, a paper certificate must be issued stating the name of the owner, the address of the owner, a description of the dog or cat, the date of the vaccination, the number of the metal certificate and the kind of vaccine used.

(Code 1982, § 4-14(d); Ord. No. 009-008, § 1.A.10, 4-28-09)

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## **Sec. 10-114. Vaccination of dogs and cats required; metal and paper certificates.**

All dogs and cats over four months of age must be vaccinated annually for rabies with an antirabies vaccine administered by a duly authorized veterinarian. A metal certificate of vaccination with the year of vaccination, a certificate number and the name, address and phone number of the vaccinating veterinarian must be securely attached to a collar or harness that must be worn by the dog or cat at all times. In addition to the metal certificate, a paper certificate must be issued stating the name of the owner, the address of the owner, a description of the dog or cat, the date of the vaccination, the number of the metal certificate and the kind of vaccine used.

(Code 1982, § 4-14(a); Ord. No. 009-008, § 1.A.10, 4-28-09)

State law reference(s)—Rabies control, V.T.C.A. Health and Safety Code ch. 826 ; local rabies control programs, V.T.C.A., Health and Safety Code § 826.015.

## **Secs. 10-115—10-130. Reserved.**

## *DIVISION 2. REGISTRATION<sup>5</sup>*

### **Sec. 10-131. Required.**

No owner shall have within the town any dog or cat four months of age or older unless such dog or cat is currently registered ~~with animal control services~~. A current metal registration certificate, issued by ~~animal control services~~ or a veterinarian authorized by ~~animal control services~~ to issue the certificate, must be affixed to a collar or harness that must be worn by the dog or cat at all times. No dog or cat shall be registered until it has a current vaccination. As an alternate form of registration , an owner may submit proof of microchipping by providing a copy of the microchip certificate, or by having the animal microchipped by a private veterinarian and providing a copy of the certificate.

(Code 1982, § 4-14(b))

### **~~Sec. 10-132. Application; fees.~~**

~~An application for initial issuance or renewal of each registration must be made by the owner, in writing or in person, and be accompanied by a fee of \$5.00, unless the cat or dog being registered has been neutered or spayed and proof of such surgical sterilization can be shown to an animal control ~~services~~ officer or a veterinarian authorized to issue such registrations, in which case the fee will be \$3.00. If the original current registration certificate is lost or destroyed, the owner may obtain a duplicate registration from the supervisor of animal control ~~services~~ by paying a fee of \$1.00. Dogs and cats under the age of one year shall be registered at the sterilized (dog or cat registration) fee. Animals may be exempted from the sterilization provision upon written recommendation from a veterinarian that such alteration would be harmful or dangerous to the animal.~~

(Code 1982, § 4-14(b))

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<sup>5</sup>State law reference(s)—Authority to register dogs and cats, V.T.C.A., Health and Safety Code § 826.031.

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## **Sec. 10-133~~2~~. Renewal of registration certificate.**

Registration certificates shall be renewed annually. The registration period will be from January 1 to December 31. Certificates for the new period shall be available for sale at least 30 days in advance of and 60 days following January 1 and shall constitute a valid registration upon issuance.

(Code 1982, § 4-14(b))

## **Sec. 10-134~~3~~. Valid for animal issued.**

- (a) A registration and/or vaccination certificate (and tag) shall be valid only for the animal for which it was originally issued.
- (b) If there is a change in ownership of a registered dog or cat, the new owner shall have the registration transferred to his name. There shall be no charge for such transfer. Application for such transfer shall be made to the animal control ~~control~~ services in writing or in person.

(Code 1982, § 4-14(b))

## **Sec. 10-135~~4~~. Fee-exempt registrations.**

- (a) Fee-exempt registrations may be issued for the following:
  - (1) Police or sheriff's department dog; and
  - (2) Dogs trained to assist the auditorily or visually impaired person.
- (b) Eligibility for fee-exempt registration does not relieve the owner of his responsibility under the other provisions of this chapter.

(Code 1982, § 4-14(b))

## **~~Sec. 10-136. Denial.~~**

- ~~(a) The supervisor of animal control services may refuse to register a cat or dog, or may revoke a permit issued to any person who has been convicted in any duly authorized court of jurisdiction in the state, or who resides with any person so convicted, of any of the following:~~
  - ~~(1) Cruelty to animals as defined in the V.T.C.A., Penal Code § 42.092, inhumane treatment, or negligence to an animal; and~~
  - ~~(2) Four or more separate and distinct violations of an animal control services ordinance of a municipality in the state within any 12-month period.~~
- ~~(b) Any person denied such a registration may appeal the refusal to a committee made up of the chief of police or his appointed representative, the city manager or his appointed representative, and the city attorney or his appointed representative. This committee shall uphold or overturn the supervisor of animal control services refusal to issue a registration certificate.~~

(Code 1982, § 4-14(c))

## **Secs. 10-137~~5~~—10-155. Reserved.**

PART II - CODE OF ORDINANCES  
Chapter 10 - ANIMALS  
ARTICLE III. - DOGS, CATS AND OTHER ANIMALS  
DIVISION 3. DANGEROUS DOGS

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***DIVISION 3. DANGEROUS DOGS<sup>6</sup>***

**Sec. 10-156. Vicious or dangerous dogs prohibited.**

It shall be unlawful for any person to keep or harbor any dangerous dog within the town limits, except for dangerous dogs which were registered pursuant to division 2 of this article with the town.

(Code 1982, § 4-10; Ord. No. 009-008, 1.A.11, 4-28-09)

**Sec. 10-157. Registration required.**

All persons keeping or harboring dangerous dogs within the town shall register such dog with the animal control ~~control~~ services authority and provide the authority with the following:

- (1) The name, address and telephone number of persons keeping or harboring a dangerous dog.
- (2) A ~~\$50.00~~ \$100 registration fee for each dangerous dog being kept.
- (3) Proof that each dangerous dog is four months of age or over, has been vaccinated against rabies by a licensed veterinarian and supply name, address and phone number of veterinarian.
- (4) Two identification photographs, color photos at least three inches by five inches, of each dog with one photograph showing the frontal view and the other showing a side view of each dog.
- (5) Proof of a current public liability insurance policy in the amount of at least \$250,000.00 for personal injury or death and \$50,000.00 for property damage to cover injury or damage caused by a dangerous dog, which policy shall name the town as a co-insured.

(Code 1982, § 4-10.1; Ord. No. 009-008, § 1.A.12, 4-28-09)

**Sec. 10-158. Leash and muzzle requirements.**

- (a) It shall be unlawful for an owner to permit a dangerous dog to go outdoors or outside its kennel or place of enclosure unless such dog is securely leashed with a leash no longer than four feet in length and unless such dog is muzzled by a muzzling device sufficient to prevent such dog from biting persons or other animals.
- (b) An owner shall be in physical control of a leashed dangerous dog at all times, and it shall be unlawful for a person to leash a dog on a chain, rope or other type leash outside of its kennel or place of enclosure to an inanimate object such as a tree, post, building, car or truck.

(Code 1982, § 4-10.2)

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<sup>6</sup>State law reference(s)—Dangerous dogs, V.T.C.A., Health and Safety Code ch. 822 ; local regulation of dangerous dogs, V.T.C.A., Health and Safety Code § 822.047 .

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### **Sec. 10-159. Outdoor confinement.**

- (a) All dangerous dogs shall be securely confined either indoors or in a securely enclosed and locked kennel, pen or structure outdoors, except when leashed and muzzled as provided for in section 10-158. Such kennel, pen or structure outdoors must have secure sides, a secure top attached to the sides and either a secure bottom or floor attached to the sides, or the sides must be embedded no less than 12 inches wide and will extend into the soil at least to a depth of 24 inches.
- (b) At no place within the kennel, pen or structure shall a dangerous dog be able to put his mouth outside of the enclosure.
- (c) All kennels, pens or structures used to confine dangerous dogs must be locked with a key or combination lock when such animals are within the enclosures.
- (d) All kennels, pens or structures erected to confine dangerous dogs must comply with all zoning and construction regulations of the town.
- (e) All kennels, pens or structures must be adequately lighted, ventilated and must be maintained in a clean and sanitary condition.
- (f) All gates or doors opening through such enclosure shall be equipped with a self-closing and self-latching device for keeping the gate or door securely closed at all times when not in actual use, except that the door of any dwelling which forms a part of the enclosure need not be so equipped.
- (g) For dangerous dogs confined in kennels, pens or structures outdoors, the kennels, pens or structures must comply with this section no later than 60 days from the day the dangerous dog is brought into the town's limits.

(Code 1982, § 4-10.3; Ord. No. 009-008, § 1.A.13, 4-28-09)

### **Sec. 10-160. Indoor confinement.**

It shall be unlawful for any owner to keep or harbor a dangerous dog on a porch, patio or in any part of a house or building that would allow the dog to exit such structure on its own volition. It shall be unlawful for any owner to keep a dangerous dog in a house or building when the windows are open or when screened windows or screened doors are the only obstacle preventing the dog from exiting the structure and running at large.

(Code 1982, § 4-10.4)

### **Sec. 10-161. Banishment from the town.**

Any person convicted in municipal court for a violation of division shall immediately remove all dangerous dogs this person is keeping or harboring to a location outside of the town limits and such dogs shall never be brought into the town again.

(Code 1982, § 4-10.5)

### **Sec. 10-162. Signs required.**

Any person keeping or harboring a dangerous dog within the town shall display in a prominent place on the premises a sign easily readable from the public street stating, "BEWARE OF DOG." A similar sign shall be posted on the kennel, pen or structure where a dangerous dog is kept.

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(Code 1982, § 4-10.6; Ord. No. 009-008, § 1.A.14, 4-28-09)

### **Sec. 10-163. Reporting requirements.**

Any person keeping or harboring a dangerous dog within the town shall, within ten days of the following incidents, make a written report of the incidents to the animal ~~control~~ services authority.

- (1) Report the death or removal from the town of any dangerous dog in a person's care.
- (2) Report the birth of offspring of any dangerous dog in a person's care.
- (3) Report the move and specific addresses involved when a person keeping or harboring a dangerous dog moves from one location within the town to another location.

(Code 1982, § 4-10.7)

### **Sec. 10-164. Sale or transfer of ownership.**

It shall be unlawful for a person to sell, barter or in any other way dispose of a dangerous dog to any other person within the town, unless the recipient person resides permanently in the same household and on the same premises as the owner of such dog. A person may sell or dispose of dangerous dogs or the offspring of such dogs to persons who reside outside the town.

(Code 1982, § 4-10.8)

### **Sec. 10-165. Disposal of offspring.**

All offspring born of dangerous dogs must be removed from the town within three months of the birth of such animals.

(Code 1982, § 4-10.9)

### **Sec. 10-166. Declaration of dangerous dog.**

- (a) If the animal ~~control~~ services officer has cause to believe that a dog is a dangerous or vicious dog, he may find and declare such dog a dangerous dog.
- (b) Within three days of declaring a dog ~~vicious~~ dangerous, the animal ~~control~~ services officer of the town will notify the person owning or possessing the dog of its designation as a ~~vicious~~ dangerous dog and provide him with a copy of this division. The animal ~~control~~ services officer shall also notify the city manager, fire department and the police department necessary Town departments of the dangerous designation. ~~of any dog as a vicious dog. The notification will describe the dog and specify any particular requirements or conditions placed upon the person owning or possessing the dog.~~
- (c) The notice shall inform the owner or custodian of the dog that he or she may request, in writing, a hearing within ~~five~~ 15 working days of the mailing of the ~~vicious~~ dangerous dog declaration, to contest the finding and designation.
- (d) Upon request of the owner or custodian of the dog for a hearing, a hearing before the city manager or his designee shall be held within ten days of the request for a hearing, a notice of which hearing shall be mailed to the owner or custodian of the dog requesting the hearing.

(Code 1982, § 4-10.10)

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### **Sec. 10-167. Authority to immediately impound.**

In the event that the supervisor of animal ~~control~~ services shall determine that a dog is dangerous and presents an immediate and imminent threat and danger to the health and safety of the public or of other animals, the supervisor is hereby authorized to immediately impound such animal and keep such animal impounded through the pendency and resolution of the hearing provided for in subsection 10-166(c) and section 10-168. The owner of such dangerous dog shall be responsible to pay all impoundment fees which accrue pursuant to section 10-58.

(Code 1982, § 4-10.11; Ord. No. 009-008, § 1.A.15, 4-28-09)

### **Sec. 10-168. Hearing on ~~vicious~~ dangerous dog declaration.**

- (a) Failure of the person owning or possessing the dog to request a hearing pursuant to section 10-166 shall result in the dog's being finally declared a ~~vicious~~ dangerous dog and subject the dog and the person owning or possessing the dog to the provisions of this chapter.
- (b) In making a determination as to the dangerous nature of a dog, evidence of the following shall be considered:
  - (1) Any previous history of the dog attacking, biting or causing injury to a human being or other animal.
  - (2) The nature and extent of injuries inflicted and the number of victims involved.
  - (3) The place where the bite, attack or injury occurred.
  - (4) The presence or absence of any provocation for the bite, attack or injury.
  - (5) The extent to which property has been damaged or destroyed.
  - (6) Whether the dog exhibits any characteristics of being trained for fighting or attack or other evidence to show such training or fighting.
  - (7) Whether the dog exhibits characteristics of aggressive or unpredictable temperament or behavior in the presence of human beings or dogs or other animals.
  - (8) Whether the dog can be effectively trained or re-trained to change its temperament or behavior.
  - (9) Any relevant evidence concerning the maintenance of the dog.
  - (10) Any other relevant evidence regarding the ability of the owner or custodian, or the town, to protect the public safety in the future if the dog is permitted to remain in the town.
- (c) A finding at the hearing that the dog does fall within the definition of a dangerous dog set forth at section 10-1 shall result in that dog's being declared a ~~vicious~~ dangerous dog and subject the dog and the person owning or possessing the dog to the provisions of this chapter.

(Code 1982, § 4-10.12)

### **Sec. 10-169. Burden of proof regarding identification of dangerous dog.**

It is a rebuttable presumption that identification by the town's animal ~~control~~ services officer of a dog as a dangerous dog pursuant to the provisions of this division establishes that fact as a matter of law. The burden to rebut that presumption lies with the party keeping or harboring the dog.

(Code 1982, § 4-10.13)

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**Sec. 10-170. Authority to destroy vicious animal found running at large Vicious Animals.**

~~Any vicious animal found running at large may be impounded or destroyed by any peace officer or animal control officer in the interest of public safety.~~

Any vicious animal found at large and endangering the safety of persons and property may be destroyed by any peace officer or animal services officer in the interest of public safety if such danger is imminent and a real or apparent necessity exists to destroy such vicious animals. The animal services supervisor may order any owner or person having care, custody or control of any vicious animal to take such animal permanently from the city. This order may be appealed in writing within ten days of receipt of the order, to the city manager. Who may make a decision to either uphold, reverse or modify the order and may stipulate restrictions on the animal as a condition to allow the animal to remain in the city. If the city manager upholds the order, the owner or person having care, control or custody shall not bring the animal back inside the city limits of the city. If the owner or person having care, custody or control of a vicious animal fails to remove such animal as provided for above, such animal may be impounded and/or humanely euthanized. The owner or person having care, custody or control of a vicious animal must report the disposition and relocation of such animal to the animal warden in writing, within ten days after the expiration date of the ordered removal of such animal from the city.

Each day thereafter such information is not provided shall constitute a separate offense. Those authorized to enforce this chapter shall be authorized to request search and seizure warrant(s) if there is cause to believe that an animal ordered removed from the city for being vicious has not been so removed, or in any other violation in which the Texas Code of Criminal Procedure authorizes the issuance of such warrant(s).

(Code 1982, § 4-10.14)

**Sec. 10-171. Failure to remove vicious dog; grounds for impoundment or destruction.**

If the owner or person having care, custody or control of a vicious dog fails to remove such dog as provided for in section 10-161, such dog may be impounded and/or destroyed.

(Code 1982, § 4-10.15)

**Sec. 10-172. Search and seizure warrants authorized.**

The supervisor of animal ~~control~~ services shall be authorized to obtain a search and seizure warrant if there is reason to believe that an animal ordered removed from the town for being vicious has not been so removed.

(Code 1982, § 4-10.16)

## Chapter 10 ANIMALS<sup>1</sup>

### ARTICLE I. IN GENERAL

#### Sec. 10-1. Definitions.

The following words, terms and phrases when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Animal* means any live creature, domestic or wild, vertebrate or invertebrate, not of human species.

*Animal services* means the animal services division of the town.

*Animal services officer* means any person designated by the supervisor of animal services to enforce the provisions of this chapter.

*Cat* means every domestic mammal of the feline species regardless of age or sex, but does not include a lion, tiger, or other wild animals of this family.

*Dangerous dog or vicious dog* means:

- (1) Any dog that makes an unprovoked attack on a person that causes bodily injury or serious bodily injury or death to a human beings and would constitute a danger to human life or property.
- (2) Makes an unprovoked attack on a domesticated animal that causes bodily injury or serious bodily injury or death to the animal on two or more separate occasions that occur in a place other than a private enclosure.
- (3) Any dog which has behaved in such a manner that the owner thereof knows or should reasonably know that the dog possesses tendencies to attack or to bite human beings.
- (4) Any dog certified by a doctor of veterinary medicine, after observation thereof, as posing a danger to human life or property upon the basis of reasonable medical probability.

*Dog* means every domestic mammal of the canine species regardless of age, or sex, but does not include a wolf, fox or other wild animal of this family.

*Exotic Animal* means any animal not normally considered domesticated including, but not limited to, non-venomous snakes, non-venomous lizards, or any other wild animal not capable of doing serious bodily harm to humans as determined by the town.

*Euthanized* shall mean to cause the death of an animal by a method which:

- (a) Rapidly produces unconsciousness and death without visible evidence of pain or distress, or

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<sup>1</sup>Cross reference(s)—Environment, ch. 34; health and sanitation, ch. 46; application of traffic chapter to persons riding or driving animals, § 78-2.

State law reference(s)—General police power, V.T.C.A., Local Government Code § 54.004 ; animals generally, V.T.C.A., Health and Safety Code chs. 821—828 .

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- (b) Utilizes anesthesia produced by and agent, given by qualified personnel, which causes painless loss of consciousness, and death following such loss of consciousness.

*Fowl* means any of various birds, including chickens, turkeys, geese, ducks, doves, guineas, swans, peafowls or any other free, uncaged bird or fowl, except parakeets, canaries, or other birds of similar size that are customarily kept within cages and birds which are allowed by state law to be destroyed.

*Impound* means to take into custody or to place in the animal services shelter of the city or other authorized confinement area.

*Livestock* means cattle, swine, sheep, horses, llama, donkeys, burros and goats.

*Local rabies control authority (LCRA)* means the officer or supervisor designated by the municipal or county governing body under Texas Health and Safety Code 826.017.

*Microchip or microchip implant* means a passive electronic device that is injected into an animal by means of a hypodermic-type syringe device. Each microchip shall contain a unique and original number that is read by an electronic scanning device for the purposes of animal identification and recovery by the animal's owners. The microchip implant shall be supplied with an exterior collar-type tag for the purposes of an external means of notifying others that the animal has been implanted with a microchip.

*Nuisance* means an action that endangers life or health, gives unreasonable offenses to the senses, or obstructs the reasonable and comfortable use of another's property.

*Owner* means any person, who has care, custody and control of any animal, harbors or keeps any animal in his possession, or permits any animal to remain on or about his premises.

*Possession* is the actual care, custody, control or management of a certain animal

*Private enclosure* is classified as a fenced in area, building, structure, or dwelling unit on private property where a dog is being kept which is not open to the general public and is reasonably certain to prevent the dog from leaving the enclosure on its own.

*Restraint* is a tether, leash, cable or other device that attaches to a dog to a stationary object or trolley system.

*Running at large* means not completely confined by a building, wall or fence of sufficient strength or construction to restrain the animal, except when such animal is either on a leash, or held in the hands of the owner or keeper, or under direct supervision of the owner within the limits of the owner's private property.

*Serious bodily injury*: An injury characterized by severe bite wounds or severe ripping of muscle that would cause a reasonable prudent person to seek treatment from a medical professional and would require hospitalization without regard to whether the person actually sought medical treatment.

*Stray animal* is an animal which is not on a leash or enclosed in a fenced yard.

*Supervisor of animal services* means the person designated by the city manager to supervise all aspects of animal services.

*Unprovoked*: Any action by an animal that is not:

- (a) In response to being tormented, abused, or assaulted by any person;
- (b) In response to pain or injury; or
- (c) In protection of itself, its owner, its food, kennel, immediate territory, or nursing offspring.

*Vaccination* is an injection of any vaccine for rabies approved by the state veterinarian and administered or supervised by licensed veterinarian.

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*Vicious animal* means any animal which is fierce, ferocious, or has displayed an extraordinary inclination to approach or growl at a person or animal in an angry, threatening or ill-tempered manner when such person or animal was not doing acts ordinarily calculated to cause well-tamed animals to respond in such a manner; or to bite, bite at, attack or snap at a person or animal; or has displayed habits indicating a lack of docility or a lack of complete taming.

*Wild animal* means an animal which retains its wild nature or is not normally considered domesticated including, but not limited to, the following:

- (1) Class Reptilia: Family Helodermatidea (the venomous lizards); family Viperidea (rattlesnakes, pit vipers and true vipers); family Elapidae (coral snakes, cobras and mambas); family Colubridae Dispholidus typus (boomslang); Cyclagras gigas (water cobra) and Boiga dendrophila (mangrove snake) only; order Phidia (racers, boas, water snakes and pythons); order crocodilia (crocodiles, alligators, caimans and gavials);
- (2) Class Aves: Order Falconiforms (such as hawks, eagles and vultures) and subdivision Ratitae (such as ostriches, rheas, cassowaries and emus);
- (3) Class Mammalia: Order Carnivora, family Felidae (such as ocelots, margays, tigers, jaguars, leopards and cougars), except commonly accepted domesticated cats; the family Canidae (such as wolves, dingos, coyotes and jackals), except domesticated dogs; family Mustelidae (such as weasels, martins, mink, badgers); family Procyonidae (raccoon); family Ursidae (such as bears); order Marsupialia (such as kangaroos and common opossums); order Edentata (such as sloths, anteaters and armadillos); order Proboscidea (elephants); order Primata (such as monkeys, chimpanzees and gorillas); order Rodentia (such as porcupines); and order Ungulata (such as antelope, deer, bison, and camels).

(Code 1982, § 4-1)

Cross reference(s)—Definitions generally, § 1-2.

## **Sec. 10-2. Animal nuisance.**

- (a) *Enumerated.* The following shall be considered a public nuisance and a person commits an offense if the person knowingly allows:
- (1) The keeping of any animal in such a manner as to endanger the public health; annoy adjacent property owners by the accumulation of animal wastes which cause foul and offensive odors or are considered to be a hazard to any animal or human being; or by continued presence of any animal on the premises of another.
  - (2) All animal pens, stables or enclosures in which any animal may be kept or confined which, from the presence of animal excreta, have become offensive or nauseous to a person of ordinary sensibilities or injurious to public health.
  - (3) Persistent laxness in supervision of animals so that their running at large results in disturbance to persons of ordinary sensitivities.
  - (4) The keeping upon any property under the control of such person, any animal which howls, barks, yelps or crows or any other unreasonable noise for any period of more than five consecutive minutes to the discomfort of the people and quiet of the neighborhood, or which makes any unreasonably loud, disturbing and unnecessary noise in the town which is offensive to the ordinary sensibilities of the inhabitants of the town which noise renders the enjoyment of life or property uncomfortable or interferes with public peace and comfort.

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- (b) *Misdemeanor.* Each and every person who violates any provision of this section and any person who shall harbor or keep on his premises, or in or about his premises, or on premises under his control an animal which violates any provision of this section shall be guilty of a misdemeanor and upon conviction shall be fined as hereinafter provided for a violation of this section, and each and every 24 hours that such dog, cat or other animal shall remain or be kept on any premises shall constitute a separate offense.
- (c) *Enforcement.* The police department and the animal control offices shall have concurrent and joint authority for enforcement of this section. Whenever any person shall complain to the police department or animal services officer that an animal which habitually howls, barks, yelps or crows is being kept by any person in the town, the police department or animal services officer shall notify the owner of the animal that a complaint has been received and that the person should take whatever steps necessary to alleviate the howling, barking, yelping or crowing. If the unlawful act continues after such notification and upon the filing in municipal court of a complaint charging the person with the violation, such complaint being supported by affidavits attesting to the facts and alleging the violation from at least two citizens not from the same family, then such person will be subject to criminal sanctions as set forth in this chapter. Nothing contained in this chapter shall restrict or prevent the issuance of a notice of violation by the police department, any peace officer, or the animal services officer upon personal observance of or hearing of such animal in violation.

(Code 1982, § 4-8(a)–(c))

### **Sec. 10-3. Animals defecating and urinating in certain places prohibited; removal of excreta.**

- (a) *Prohibited.* It shall be unlawful for the person controlling to permit, either willfully or through failure to exercise due care or control, any dog or animal to urinate or defecate upon the sidewalk or parkway of any public street, or upon the floor of any common hall in any entranceway, stairway or wall immediately abutting on a public office building or other buildings used in common by the public or upon the floor, stairway, entranceway, office, lobby, foyer, or patio used in common by the public. For the purpose of this section, the term "parkway" shall mean the portion of a public street other than a roadway or a sidewalk.
- (b) *Removal of excreta.* It shall be unlawful and an offense for any person to fail to promptly remove and dispose of, in a sanitary manner, feces left by a dog or cat or other animal being handled or controlled by that person upon public walks, parks, recreation areas, sidewalks, parkways or public streets or any other public areas specified in subsection (a) of this section; or upon any private property other than the premises of the owner, handler or controller of such animal.

(Code 1982, § 4-8.1)

### **Sec. 10-4. Prohibited animals.**

- (a) It shall be unlawful and an offense to keep inside the corporate limits of the town or to release or allow to run at large inside the corporate limits of the town any of the following animals as defined in this chapter:
- (1) Wild animals;
  - (2) Vicious animals.
- (b) Upon the impoundment of any prohibited animal, the owner may reclaim such animal pursuant to the provisions contained in article II, division 2 of this chapter but shall not permit such animal to be kept or harbored upon such owner's premises in the town.

(Code 1982, § 4-9)

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## Sec. 10-5. Animal Related Businesses.

(a) A person who sells in the town a warm-blooded animal, except as excluded in this section, to any person or entity for use, retention, resale, or transfer of the animal as a pet shall:

- (1) Have had the animal examined by a veterinarian in the past 30 days; and
- (2) Furnish the purchaser a certificate in the following format and containing specific information identified in the parentheses, which certificate shall be signed by the seller:

The (description of animal) sold by (name of seller) to (name of buyer) on (date of sale) (is) (is not) a primate and has been examined on (date of examination) by (name of veterinarian), a licensed veterinarian who certified that the animal was found free of disease or parasites. (signature of seller)

Subsection (a) of this section does not apply to the sale of the following animals: any domestic animal; psittacine birds; canaries; finches; hamsters; guinea pigs; rats; mice and gerbils.

- (b) A person commits an offense if he knowingly sells an animal which has a disease or internal parasites for use, retention, resale or transfer as a pet.
- (d) A person commits an offense if he knowingly makes a false statement in a certificate required under this section.
- (e) No person shall conduct the commercial business of selling, grooming, breeding, showing, exhibiting or boarding of animals without a valid permit from animal services.
- (f) Every person holding a permit hereunder shall maintain accurate records of all transactions involving animals, which records shall show the date, type of animal, animal registration number, and parties to such transaction. Such records shall be kept for a period of one year and must be available for inspection upon request by animal services.
- (g) Application for permits shall be services made to animal services on forms furnished by animal services. The application will not be approved until certification has been received from appropriate town officials that the zoning, construction and facility comply with existing ordinances for establishments housing such business. If the permit application is approved by the supervisor of animal services, he shall issue the permit upon payment of the appropriate fee. Animal services shall make any inspections necessary to assure compliance under this chapter. Animals shall be kept under sanitary conditions so as not to endanger the public or animal health, or create a nuisance.
- (h) All permits issued under this section shall be valid for the following 12 months and shall be renewed annually thereafter by proper written application and payment of fee. No permit issued under this section shall be renewed without the approval of the supervisor of animal services. No permit shall be transferable.
- (i) All businesses described in this section must display the required permits in public view at such business.
- (j) Licensed veterinarians and veterinary clinics are exempt from this section.
- (k) The supervisor of animal services may revoke any permit for failure to comply with regulations contained in this section. Revocation may be appealed within ten days to an administration appeals board comprised of the city manager or his representative, the police chief or his representative, and the city attorney or his representative.
- (l) The fee for the permit as provided in this section is \$150.00 per year.

(Code 1982, § 4-11)

Cross reference(s)—Businesses, ch. 22.

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## **Sec. 10-6. Sanitary conditions for keeping animals.**

The owner or person in possession of animals shall keep yards, pens and enclosures in which such animals are confined in such a manner so as not to give off odors offensive to persons of ordinary sensibilities residing in the vicinity, or to breed or attract flies, mosquitoes, or other noxious insects, or in any manner to endanger the public health or safety, or create a public nuisance. All persons keeping such animals shall comply with the following sanitary regulations:

- (1) Manure and droppings shall be removed from pens, yards, cages and other enclosures at least twice daily, and handled or disposed of in such manner as to keep the premises free of any nuisance.
- (2) Any pen or enclosure shall be maintained in such a manner as not to be less than five feet from any adjoining residentially zoned property.

(Code 1982, § 4-12)

## **Sec. 10-7. Pet and animal care guidelines.**

The following are established as guidelines for the proper animal care of your owned pet:

- (1) No person shall fail to provide any animal in his or her charge or custody without adequate food, clean water source and protection from the elements, or cause any of these acts to be done
- (2) The owner and any person having care, custody or control over any animal shall always keep the same confined within a building or adequate fencing
- (3) When a dog is kept outdoors, the owner or keeper shall provide both a confinement area and an adequate dog shelter within the confinement area
- (4) A dog shelter must:
  - a. Be weatherproof top, bottom and sides
  - b. Floors must be level and dry
  - c. Provide adequate shade during daylight hours to prevent overheating or discomfort to the dog
  - d. Be of adequate size to allow the dog to stand erect with the dog's head up, to turn around easily and to sit and lie down in a comfortable and normal position
  - e. Sanitary conditions clean of feces, urine and parasites

(Code 1982, § 4-13)

State law reference(s)—Cruelty to animals, V.T.C.A., Penal Code § 42.09 ; dog fighting, V.T.C.A., Penal Code § 42.10

## **Sec. 10-8. Harassing, harming or killing of animals or fowl prohibited.**

A person commits an offense if the person intentionally harasses, terrorizes, wounds, harms, maims, cripples or kills or causes to be harassed, terrorized, wounded, harmed, maimed, crippled or killed, any animal or fowl in the town with the exception of those of the class Reptilia or rats and other rodents not protected by state law.

(Code 1982, § 4-16; Ord. No. 009-008, § 1.A.1, 4-28-09)

State law reference(s)—Cruelty to animals, V.T.C.A., Penal Code § 42.09 .

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### **Sec. 10-9. Requirements on keeping livestock and fowl.**

- (a) It shall be unlawful for any owner to keep or harbor any livestock or three or more fowl within the corporate limits of the town in any pen, stable, shed, coop or enclosure, if any part of such enclosure or structure is within 150 feet of any residence, business or commercial establishment or office (other than the owner's residence, business or commercial establishment or office), grocery store, restaurant, school, hospital or nursing home.
- (b) It shall be unlawful for any owner to keep or harbor any livestock within the corporate limits of the town where there is less than 5,000 square feet for each animal. It shall be unlawful for any owner to keep or harbor three or more fowl within the corporate limits of the town where there is less than 100 square feet for each fowl.

(Code 1982, § 4-17)

### **Sec. 10-10. Leaving animals unattended in vehicle.**

A person having charge or custody of an animal shall not place or confine such animal or allow such animal to be placed or confined in a motor vehicle or trailer under such conditions or for such a period of time as may endanger the health of the animal due to heat, lack of food or water, or such other circumstances as may cause injury or death of the animal. The animal services officer finding an animal being held in violation of this provision may cite the owner for violating this section, obtain a search warrant pursuant to state or federal law, and/or use reasonable force to remove an animal from a vehicle whenever it appears the animal's health or safety is, or soon will be endangered, and said neglected or endangered animal shall be impounded and held pending a hearing. It shall be the responsibility of the animal's owner to repair any damage caused by the removal of the animal from the dangerous situation by the animal services officer or police officer.

(Ord. No. 009-008, § 1.A.2, 4-28-09)

### **Sec. 10-11. Feeding of waterfowl.**

- (a) The large number of waterfowl attracted by feeding in and around small ponds and lakes within the town increases the presence of fecal matter from such waterfowl and corresponding harmful bacteria, which create a potential health hazard and a nuisance. The purpose of this section is to control the regular or habitual feeding of waterfowl in order to protect the public health and public property and the water quality of such ponds and lakes, by reducing the amount of fecal matter deposited by waterfowl in such waters and on the adjacent shoreline and public property.
- (b) For purposes of this section, "waterfowl" means those species of birds commonly known as ducks, swans, and geese, and any other waterfowl, whether or not migratory.
- (c) No person shall engage in the regular, routine, or habitual practice of feeding any waterfowl within any pond or lake within the town or within any public property adjacent thereto, or on any private property. No person shall regularly, routinely, or habitually create or foster any condition or allow any condition to exist or continue which results in a congregation or congestion of waterfowl. For purposes of this section, the behavior is presumed to be regular, routine or habitual when three written warnings have been issued to the same individual within a 60-day period. Once three written warnings have been issued within a 60-day period, it shall not be necessary to again establish regular, routine or habitual behavior by the issuance of written warnings for that individual. Regular, routine or habitual practice may also be established by other evidence.

(Ord. No. 009-008, § 1.A.3, 4-28-09; Ord. No. 015-015, § 1, 8-11-15 ; Ord. No. 015-029, § 1, 11-10-15 )

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## **Secs. 10-12. Cruelty to Animals.**

It shall be unlawful for any person to intentionally, knowingly or recklessly abuse, neglect or otherwise mistreat an animal. Violations under this section will be investigated as violations of Texas Penal Code statutes 42.09, 42.092, 42.10, 42.105 and 21.09

1. It shall be unlawful for any person or persons to willfully or maliciously kill, abuse, kick, maim or disfigure, overwork, overload, torture, beat with a stick, chain, club or other object, mutilate, burn, or scald with any substance or otherwise cruelly set upon any animal except that reasonable force may be employed to drive off vicious or trespassing animals.
2. It shall be unlawful for any person to fail unreasonably to provide necessary food, care, exercise or shelter for any animal in his custody.
3. It shall be unlawful for any person or persons to place or confine or allow such animal to be confined in such a manner that it must remain in a motor vehicle or trailer under such conditions or for such periods of time as may endanger the health or well-being of the animal due to heat, lack of food and/or water, or any circumstances which might cause suffering, disability or death.
4. It shall be unlawful to cause, instigate or permit one animal to fight with another animal or human being.
5. No person shall tie or fasten any animal to any lamppost, light pole, utility pole, awning post, tree, fence, hydrant or shrubbery belonging to another without the consent of the owner.
6. It shall be unlawful for any person or persons to abandon or dump any animal within the city. All animals which are abandoned shall be considered surrendered to the animal warden for impoundment or disposal under the provisions of this chapter.
7. Any person who, as the operator of a motor vehicle, strikes a domestic animal or pet shall immediately report such injury or death to the animal's owner; in the event the owner cannot be ascertained and located, such operator shall at once report the accident to the animal warden or an appropriate law enforcement agency.
8. It shall be unlawful for any person to expose any poisoned meat or other known poisonous substance, whether mixed with food or not, so the same shall be liable to be eaten by a domestic animal, pet or person. This section is not intended to prohibit the prudent use of herbicides, insecticides or rodent-type traps.
9. Any person or persons violating this section shall bear the full cost and expenses incurred by the city in the transportation, care, medical treatment, impoundment cost and disposal of said animal(s), including such animal(s) removal from a vehicle.
10. It shall be unlawful to color, dye, stain or otherwise change the natural color of any chickens, ducklings, other fowl or rabbits, or to possess, for the purpose of sale or to be given away, any of the above-mentioned animals which have been so colored.

## **Sec 10-13 Trapping of animals**

- (a) Humane traps are for the Town of Addison residents or businesses only and must stay on the property of the person and address provided on the humane trap agreement
- (b) Humane traps are primarily to be used for wildlife that are classified as a high risk of transmitting the rabies virus
  - a. Wildlife considered high risk for the rabies virus include coyotes, foxes, bats, racoons and skunks

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- b. Humane traps may also be utilized for the purposes of trapping, altering and release of feral cats
  - (c) A \$50.00 deposit with \$10 service fee is required for the protection and return of the humane trap
  - (d) Humane Traps must be closed from Friday 2:00 PM through Sunday 6:00 PM as well as during town holidays.
  - (e) Humane traps are not to be set during inclement weather, below 40° or above 95° Fahrenheit
  - (f) Humane traps are only loaned out for a duration of two weeks
  - (g) Once an animal has been trapped, Addison Animal Services is to be notified as soon as possible
  - (h) Town of Addison residents and businesses are responsible for humane trap and liable if lost, stolen or returned damaged

### **Sec 10-14 Unlawful restraint of a dog**

(a) An owner may not leave a dog outside and unattended by use of a restraint unless the owner provides the dog access to:

- (1) adequate shelter;
- (2) an area that allows the dog to avoid standing water and exposure to excessive animal waste;
- (3) shade from direct sunlight; and
- (4) potable water.

(b) An owner may not restrain a dog outside and unattended by use of a restraint that:

- (1) is a chain;
- (2) has weights attached;
- (3) is shorter in length than the greater of:
  - (A) five times the length of the dog, as measured from the tip of the dog's nose to the base of the dog's tail; or
  - (B) 10 feet; or
- (4) is attached to a collar or harness not properly fitted.

**State Law Reference** – Unlawful Restraint of Dog; Offense, Health & Safety Code 821.102

### **Sec 10-15 Deadly force**

Deadly force may be used against any animal presenting an imminent risk of death or serious bodily injury to other persons or animals.

### **10.16 —10-30. Reserved.**

## ***ARTICLE II. ADMINISTRATION AND ENFORCEMENT<sup>2</sup>***

### ***DIVISION 1. GENERALLY***

#### **Sec. 10-31. Enforcement.**

The Animal Services officer shall have the authority to issue citations for any violation of this chapter:

- (a) It shall be unlawful for any person upon being issued a citation to give the Animal Services officer any personal identification information other than his true name and address
- (b) It shall be unlawful to fail to appear in accordance with the terms of a citation issued by the Animal Services officer
- (c) If the person being cited is not present, the Animal Services officer may send the citation to the alleged offender by certified or registered mail, return receipt requested, where upon service shall be deemed complete
- (d) It shall be unlawful for any person to interfere with the Animal Services officer in the performance of his duties
- (e) the Animal Services officer shall have the right of ingress and egress on private property for the purpose of apprehending animals at large
- (f) It shall be unlawful for any person to fail to comply with any lawful order of the LRCA, Animal Services officers, animal services supervisor or peace officers of the town of Addison.

(Code 1982, § 4-2)

#### **Secs. 10-32—10-50. Reserved.**

### ***DIVISION 2. IMPOUNDMENT<sup>3</sup>***

#### **Sec. 10-51. Designation of place.**

The city manager shall select and establish a place for impoundment of all animals impounded under any provision of this chapter.

(Code 1982, § 4-5(g))

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<sup>2</sup>Cross reference(s)—Administration, ch. 2.

<sup>3</sup>State law reference(s)—Restraint, impoundment, and disposition of dogs and cats, V.T.C.A., Health and Safety Code § 826.033(a) .

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**Sec. 10-52. Authority to impound; procedures.**

- (a) The animal services officer shall take into custody any domestic animal found at large in the town and impound said animal in the designated facility.
- (b) The following animals may be impounded:
  - (1) Cats and dogs not exhibiting evidence of being vaccinated or registered as described in article III of this chapter.
  - (2) Any animal infected or kept under conditions which could endanger the public or animal health.
  - (3) Any animal that creates a nuisance.
  - (4) Any animal running at large, as stipulated in this chapter.
  - (5) Any animal treated in a manner determined by the supervisor of animal services to be cruel or inhumane.
  - (6) Any animal that has bitten a human being or needs to be placed under observation for rabies determination, as determined by an animal services officer.
  - (7) Any dangerous dog.
  - (8) Any animal that is abandoned, voluntarily or involuntarily by its owner.
  - (9) Any vicious animal.
  - (10) Any wild animal.
  - (11) Any animal whose owner has been arrested or hospitalized, is missing or has died and there is no person present 16 years of age or older who will assume the duties of providing food, water and shelter for such animal.
  - (12) Any animal violating any provisions of this chapter.
- (c) Impounded animals shall be held for a period of three (3) days if no microchip is found and six (6) days if microchip is found implanted. At the end of said time, if the animal has not been reclaimed, and the proper fee as described herein has not been paid, the animal may be adopted or disposed in a humane and proper method.

(Code 1982, §§ 4-4(b), 4-5(a); Ord. No. 009-008, § 1.A.4, 4-28-09)

**Sec. 10-53. Right of property owner to confine; notification of animal services.**

If any of the animals named in this division are found upon the premises of any person, the owner or occupant of the premises shall have the right to confine such animal in a humane manner until he can notify an animal services officer to come and impound such animal. When so notified, it shall be the duty of an animal services officer to have such animal impounded as provided in this division.

(Code 1982, § 4-5(b))

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### **Sec. 10-54. Notification.**

Every reasonable effort by the animal services officer, to include but not limited to, contacting the animal owner by telephone, e-mail or any other available means of contact will be made in an effort to contact the owner of an impounded animal.

(Code 1982, § 4-5(c))

### **Sec. 10-55. Reclaiming impounded animals.**

- (a) The owner can resume possession of any impounded animal upon payment of impoundment fees, handling fees and any veterinarian bills incurred by animal services for the welfare of the animal, and upon compliance with vaccination and microchip implant provisions of this chapter, except where prohibited in this section.
- (b) Disposition of animals impounded on the grounds of cruel or inhumane treatment shall be determined by the court of jurisdiction.
- (c) If any animal is being held under quarantine or observation for rabies, the owner shall not be entitled to possession until it has been released from quarantine.
- (d) If the animal is not already identifiable by microchip, a microchip is required to be implanted in the animal, at the Owner's or Keeper's expense, prior to release of any impounded animal.

(Code 1982, § 4-5(d)—(f))

### **Sec. 10-56. Disposition of animals.**

- (a) Any animal, except vicious or wild animals, not reclaimed by the owner, may be humanely euthanized after being impounded for 72 hours, except that any animal wearing a current registration tag shall be impounded for six days.
- (b) Any impounded vicious or wild animal, unless there is reason to believe that it has an owner, may be immediately disposed of as may be deemed appropriate by the supervisor of animal services.
- (c) Any impounded animal, except vicious or wild animals, with no microchip may be given up for adoption after 72 hours, except for those under quarantine. Any impounded animal that has a microchip implant may be given up for adoption on the seventh day of confinement.
- (d) An owner who no longer wishes responsibility for an animal or believes the animal to be in an ill or injured condition may sign a written waiver, supplied by animal services, allowing the animal to be immediately euthanized in a humane manner; provided that no warm-blooded animal that has bitten a human being shall be euthanized before expiration of the ten-day quarantine period.
- (e) Any impounded animal that appears to be suffering from extreme injury or illness may be euthanized or given to a nonprofit humane organization.

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(Code 1982, § 4-5(h)—(l))

**Sec. 10-57. Adoption; conditions.**

- (a) An individual may adopt a dog or cats from the town animal shelter under the following conditions:
  - (1) The animal has been classified as adoptable by the supervisor of animal services;
  - (2) The prospective adopter has proper facilities to care for the animal;
  - (3) The prospective adopter obtains all necessary vaccinations and microchip registrations; and
  - (4) The fee for adoption shall be \$50.00.
- (b) The supervisor of animal services may refuse to allow a person to adopt a cat or dog whom the supervisor has reason to believe:
  - (1) Would not be able to obtain a registration certificate under restrictions of this chapter;
  - (2) Would not have proper facilities to contain or care for the animal as required by this chapter;
  - (3) Wants the dog or cat for the purpose of resale or for purposes other than pet ownership; and
  - (4) Would not be a suitable owner within the sole discretion of the supervision of animal services.
- (c) Notwithstanding any of the provisions of this section, the supervisor of animal services shall have the authority to waive any and all impoundment, handling, quarantine, or adoption fees whenever it is appropriate in the supervisor's opinion to do so.

(Code 1982, § 4-6(d); Ord. No. 009-008, § 1.A.5, 4-28-09)

State law reference(s)—Sterilization of certain released dogs and cats, V.T.C.A., Health and Safety Code ch. 828 .

**Sec. 10-58. Impoundment fees.**

- (a) *Impoundment fees generally.* Impoundment fees shall be (for impoundments in a 12-month period) in accordance with the Town's Master Fee Schedule as shown in Appendix \_\_\_\_.
- (b) Daily handling fees for animals in town. A daily handling fee shall be charged for every day, or fraction thereof, that an animal is in the town's custody
  - (1) All animals brought in may be released on the same day free of charge during regular business hours
  - (2) After the initial day, a \$25.00 return to owner fee is required. Fees may increase in increments of \$25.00 for each additional impoundment within in a 12-month period, up to a maximum of \$100.00.
  - (3) A \$10.00 per day boarding fee will be required for all animals that remain in the town's custody.

(Code 1982, § 4-6(a)—(c); Ord. No. 009-008, § 1.A.6, 4-28-09)

State law reference(s)—Impound fees authorized, V.T.C.A., Health and Safety Code § 826.033(c) .

**Secs. 10-59—10-75. Reserved.**

### ***DIVISION 3. QUARANTINE<sup>4</sup>***

#### **Sec. 10-76. Local Rabies Control Authority Designated.**

The supervisor of animal services shall have the authority, as the local rabies control authority (LCRA), to order the quarantine of animals responsible for bite incidents or suspected of having any zoonotic disease considered to be a hazard to the human population or other animals.

- (a) The duties of the local rabies control authority shall include but are not limited to:
  - (1) Enforcement of all ordinances and or rules of the town pertaining to rabies and animal control;
  - (2) Enforcement of the provisions of state law and administrative rules of the Texas Department of State Health Services pertaining to rabies and animal control.
- (b) The town may employ such Animal Services officers or inspectors as are necessary and feasible to carry out the purposes of this section.

(Code 1982, § 4-7(a))

#### **Sec. 10-77. Animals subject to quarantine; conduct of quarantine.**

- (a) Every animal that bites a human or attacks another animal in an unnatural manner, or has rabies or any other zoonotic disease, or is under suspicion of having rabies or any other zoonotic disease shall be immediately confined by the owner, who shall promptly notify animal services or an animal services officer of the place where such animal is confined and the reason therefor. The owner shall not permit such animal to come in contact with any other person or animal. The owner shall surrender possession of such animal to animal services on demand for supervised quarantine. Supervised quarantine shall be at the animal shelter or a veterinary hospital, or by any other method of adequate confinement approved by the supervisor of animal services. The quarantine shall be for not less than ten days and shall be under the supervision of the supervisor of animal services. Written reports must be prepared on the first, fifth and tenth days of quarantine immediately following the date of such bite incident. A release from quarantine may be issued if no signs of rabies or other diseases have been observed during the quarantine period.
- (b) Any animal quarantined other than in the animal shelter shall be observed by a veterinarian in the same manner as outlined in subsection (a) of this section, and the owner shall immediately notify animal services as to the veterinarian supervising the quarantine.
- (c) If the supervisor of animal services orders quarantine other than in the animal shelter or veterinary hospital, the owner shall be responsible for confining the animal. The owner shall also be required to obtain the same veterinary supervision of the animal and release from quarantine as would be required in a veterinary hospital or at the animal shelter.

(Code 1982, § 4-7(b))

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<sup>4</sup>State law reference(s)—Quarantines, V.T.C.A., Health and Safety Code § 826.041 et seq.

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**Sec. 10-78. Violation of quarantine; cause for seizure and impoundment.**

The violation of quarantine by any person shall be just cause for seizure and impoundment of the quarantined animal by animal services. It shall be unlawful for any person to interrupt the observation period.

(Code 1982, § 4-7(c))

**Sec. 10-79. Investigation of animal bite report; killing of biting animal prohibited.**

All animal bite reports shall be investigated by animal services. Without permission of the supervisor of animal services, it shall be unlawful for any person to kill or remove from the town limits any animal that has bitten a person or other animal, or that has been placed under quarantine, except when it is necessary to kill such animal to protect the life of any person or animal.

(Code 1982, § 4-7(d))

**Sec. 10-80. Authority to direct disposition of suspected rabid animals.**

The supervisor of animal services shall direct the disposition of any animal suspected of being rabid or having any other zoonotic disease considered to be a hazard to any other animal or human being.

(Code 1982, § 4-7(e))

**Sec. 10-81. Surrender of carcasses of dead animals suspected of rabies.**

The dead carcass of any dead animal exposed to rabies or suspected of having been rabid shall, upon demand, be surrendered to animal services.

(Code 1982, § 4-7(f))

**Sec. 10-82. Manner of disposing of animals exposed to rabies.**

Every animal that has been bitten by another animal shall be immediately confined by the owner, who shall promptly notify animal services of the place where such animal is confined and the reason therefor. The owner shall not permit such animal to come in contact with any person or animal. Any animal exposed to rabies shall be handled in one of the following manners:

- (1) Humane destruction, with notification to, or under supervision of, animal services;
- (2) If not currently vaccinated, the animal must be given an immediate vaccination with appropriate boosters thereafter at the appropriate intervals and be placed in quarantine at a veterinary hospital for at least 90 days immediately following the date of the exposure; or
- (3) If currently vaccinated, immediate booster vaccination and quarantine for at least 45 days immediately following the date of the exposure.

(Code 1982, § 4-7(g); Ord. No. 009-008, § 1.A.7, 4-28-09)

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**Sec. 10-83. Refusal to surrender animal.**

No person shall fail or refuse to surrender an animal for supervised quarantine or humane destruction, as required in this division for rabies control, when demand for such animal is made by the supervisor of animal services. In the event that an owner should fail or refuse to surrender an animal for supervised quarantine or humane destruction, the supervisor of animal services shall be authorized to obtain a search and seizure warrant in order to retrieve the animal for quarantine or destruction.

(Code 1982, § 4-7(h))

**Sec. 10-84. Notification to animal services upon escape, sickness or death of quarantined animal.**

Any person having possession of, or responsibility for, any quarantined animal shall immediately notify animal services if such animal escapes, or becomes or appears to become sick, or dies, and in case of death of the animal while under quarantine, shall immediately surrender the dead animal to animal services for diagnostic purposes.

(Code 1982, § 4-7(i))

**Sec. 10-85 Making a false report.**

It shall be a violation of this chapter and unlawful for any person to knowingly make a false report to animal services officer and/or any designated enforcement agent.

**Secs. 10-86 —10-110. Reserved.*****ARTICLE III. DOGS, CATS AND OTHER ANIMALS******DIVISION 1. GENERALLY*****Sec. 10-111. Numbers of animals allowed.**

No residence within the town shall harbor or keep more than four adult dogs, and/or five of any other type of animal, bird or reptile over the age of 16 weeks. No residence within the town shall harbor or keep more than one litter of puppies and/or one litter of kittens.

(Code 1982, § 4-18; Ord. No. 009-008, § 1.A.9, 4-28-09)

**Sec. 10-112. Running at large prohibited; authority to impound.**

(a) Offense. A person commits an offense if the person is an Owner or Keeper of an animal and the person permits, or by insufficient control allows the animal to be running at large as defined by this chapter.

(b) Defense. It is a defense to prosecution that the animal was at large due to forces of nature, fire, or the criminal act of a third party who was not residing at the animal Owner's or Keeper's residence.

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(Code 1982, § 4-4(a))

State law reference(s)—Authority to prohibit dogs at large, V.T.C.A., Health and Safety Code § 826.033(a)(1) .

### **Sec. 10-113. Guard dog.**

All dogs and cats over four months of age must be vaccinated annually for rabies with an anti-rabies vaccine administered by a duly authorized veterinarian. A metal certificate of vaccination with the year of vaccination, a certificate number and the name, address and phone number of the vaccinating veterinarian must be securely attached to a collar or harness that must be worn by the dog or cat at all times. In addition to the metal certificate, a paper certificate must be issued stating the name of the owner, the address of the owner, a description of the dog or cat, the date of the vaccination, the number of the metal certificate and the kind of vaccine used.

(Code 1982, § 4-14(d); Ord. No. 009-008, § 1.A.10, 4-28-09)

### **Sec. 10-114. Vaccination of dogs and cats required; metal and paper certificates.**

All dogs and cats over four months of age must be vaccinated annually for rabies with an anti-rabies vaccine administered by a duly authorized veterinarian. A metal certificate of vaccination with the year of vaccination, a certificate number and the name, address and phone number of the vaccinating veterinarian must be securely attached to a collar or harness that must be worn by the dog or cat at all times. In addition to the metal certificate, a paper certificate must be issued stating the name of the owner, the address of the owner, a description of the dog or cat, the date of the vaccination, the number of the metal certificate and the kind of vaccine used.

(Code 1982, § 4-14(a); Ord. No. 009-008, § 1.A.10, 4-28-09)

State law reference(s)—Rabies control, V.T.C.A. Health and Safety Code ch. 826 ; local rabies control programs, V.T.C.A., Health and Safety Code § 826.015.

### **Secs. 10-115—10-130. Reserved.**

## ***DIVISION 2. REGISTRATION<sup>5</sup>***

### **Sec. 10-131. Required.**

No owner shall have within the town any dog or cat four months of age or older unless such dog or cat is currently registered. A current metal registration certificate, issued by a veterinarian authorized to issue the certificate, must be affixed to a collar or harness that must be worn by the dog or cat at all times. No dog or cat shall be registered until it has a current vaccination. As an alternative form of registration, an owner may submit proof of microchipping by providing a copy of the microchip certificate, or have the animal microchipped by a private veterinarian and providing a copy of the certificate.

(Code 1982, § 4-14(b))

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<sup>5</sup>State law reference(s)—Authority to register dogs and cats, V.T.C.A., Health and Safety Code § 826.031.

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**Sec. 10-132. Renewal of registration certificate.**

Registration certificates shall be renewed annually. The registration period will be from January 1 to December 31. Certificates for the new period shall be available for sale at least 30 days in advance of and 60 days following January 1 and shall constitute a valid registration upon issuance.

(Code 1982, § 4-14(b))

**Sec. 10-132. Valid for animal issued.**

- (a) A registration and/or vaccination certificate (and tag) shall be valid only for the animal for which it was originally issued.
- (b) If there is a change in ownership of a registered dog or cat, the new owner shall have the registration transferred to his name. There shall be no charge for such transfer. Application for such transfer shall be made to the animal services in writing or in person.

(Code 1982, § 4-14(b))

**Sec. 10-134. Fee-exempt registrations.**

- (a) Fee-exempt registrations may be issued for the following:
  - (1) Police or sheriff's department dog; and
  - (2) Dogs trained to assist the auditorily or visually impaired person.
- (b) Eligibility for fee-exempt registration does not relieve the owner of his responsibility under the other provisions of this chapter.

(Code 1982, § 4-14(b))

**Secs. 10-135—10-155. Reserved.***DIVISION 3. DANGEROUS DOGS<sup>6</sup>***Sec. 10-156. Vicious or dangerous dogs prohibited.**

It shall be unlawful for any person to keep or harbor any dangerous dog within the town limits, except for dangerous dogs which were registered pursuant to division 2 of this article with the town.

(Code 1982, § 4-10; Ord. No. 009-008, 1.A.11, 4-28-09)

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<sup>6</sup>State law reference(s)—Dangerous dogs, V.T.C.A., Health and Safety Code ch. 822 ; local regulation of dangerous dogs, V.T.C.A., Health and Safety Code § 822.047 .

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### **Sec. 10-157. Registration required.**

All persons keeping or harboring dangerous dogs within the town shall register such dog with the animal services authority and provide the authority with the following:

- (1) The name, address and telephone number of persons keeping or harboring a dangerous dog.
- (2) A \$100.00 registration fee for each dangerous dog being kept.
- (3) Proof that each dangerous dog is four months of age or over, has been vaccinated against rabies by a licensed veterinarian and supply name, address and phone number of veterinarian.
- (4) Two identification photographs, color photos at least three inches by five inches, of each dog with one photograph showing the frontal view and the other showing a side view of each dog.
- (5) Proof of a current public liability insurance policy in the amount of at least \$250,000.00 for personal injury or death and \$50,000.00 for property damage to cover injury or damage caused by a dangerous dog, which policy shall name the town as a co-insured.

(Code 1982, § 4-10.1; Ord. No. 009-008, § 1.A.12, 4-28-09)

### **Sec. 10-158. Leash and muzzle requirements.**

- (a) It shall be unlawful for an owner to permit a dangerous dog to go outdoors or outside its kennel or place of enclosure unless such dog is securely leashed with a leash no longer than four feet in length and unless such dog is muzzled by a muzzling device sufficient to prevent such dog from biting persons or other animals.
- (b) An owner shall be in physical control of a leashed dangerous dog at all times, and it shall be unlawful for a person to leash a dog on a chain, rope or other type leash outside of its kennel or place of enclosure to an inanimate object such as a tree, post, building, car or truck.

(Code 1982, § 4-10.2)

### **Sec. 10-159. Outdoor confinement.**

- (a) All dangerous dogs shall be securely confined either indoors or in a securely enclosed and locked kennel, pen or structure outdoors, except when leashed and muzzled as provided for in section 10-158. Such kennel, pen or structure outdoors must have secure sides, a secure top attached to the sides and either a secure bottom or floor attached to the sides, or the sides must be embedded no less than 12 inches wide and will extend into the soil at least to a depth of 24 inches.
- (b) At no place within the kennel, pen or structure shall a dangerous dog be able to put his mouth outside of the enclosure.
- (c) All kennels, pens or structures used to confine dangerous dogs must be locked with a key or combination lock when such animals are within the enclosures.
- (d) All kennels, pens or structures erected to confine dangerous dogs must comply with all zoning and construction regulations of the town.
- (e) All kennels, pens or structures must be adequately lighted, ventilated and must be maintained in a clean and sanitary condition.

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- (f) All gates or doors opening through such enclosure shall be equipped with a self-closing and self-latching device for keeping the gate or door securely closed at all times when not in actual use, except that the door of any dwelling which forms a part of the enclosure need not be so equipped.
  - (g) For dangerous dogs confined in kennels, pens or structures outdoors, the kennels, pens or structures must comply with this section no later than 60 days from the day the dangerous dog is brought into the town's limits.

(Code 1982, § 4-10.3; Ord. No. 009-008, § 1.A.13, 4-28-09)

#### **Sec. 10-160. Indoor confinement.**

It shall be unlawful for any owner to keep or harbor a dangerous dog on a porch, patio or in any part of a house or building that would allow the dog to exit such structure on its own volition. It shall be unlawful for any owner to keep a dangerous dog in a house or building when the windows are open or when screened windows or screened doors are the only obstacle preventing the dog from exiting the structure and running at large.

(Code 1982, § 4-10.4)

#### **Sec. 10-161. Banishment from the town.**

Any person convicted in municipal court for a violation of division shall immediately remove all dangerous dogs this person is keeping or harboring to a location outside of the town limits and such dogs shall never be brought into the town again.

(Code 1982, § 4-10.5)

#### **Sec. 10-162. Signs required.**

Any person keeping or harboring a dangerous dog within the town shall display in a prominent place on the premises a sign easily readable from the public street stating, "BEWARE OF DOG." A similar sign shall be posted on the kennel, pen or structure where a dangerous dog is kept.

(Code 1982, § 4-10.6; Ord. No. 009-008, § 1.A.14, 4-28-09)

#### **Sec. 10-163. Reporting requirements.**

Any person keeping or harboring a dangerous dog within the town shall, within ten days of the following incidents, make a written report of the incidents to the animal services authority.

- (1) Report the death or removal from the town of any dangerous dog in a person's care.
- (2) Report the birth of offspring of any dangerous dog in a person's care.
- (3) Report the move and specific addresses involved when a person keeping or harboring a dangerous dog moves from one location within the town to another location.

(Code 1982, § 4-10.7)

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**Sec. 10-164. Sale or transfer of ownership.**

It shall be unlawful for a person to sell, barter or in any other way dispose of a dangerous dog to any other person within the town, unless the recipient person resides permanently in the same household and on the same premises as the owner of such dog. A person may sell or dispose of dangerous dogs or the offspring of such dogs to persons who reside outside the town.

(Code 1982, § 4-10.8)

**Sec. 10-165. Disposal of offspring.**

All offspring born of dangerous dogs must be removed from the town within three months of the birth of such animals.

(Code 1982, § 4-10.9)

**Sec. 10-166. Declaration of dangerous dog.**

- (a) If the animal services officer has cause to believe that a dog is a dangerous or vicious dog, he may find and declare such dog a dangerous dog.
- (b) Within three days of declaring a dog dangerous, the animal services officer of the town will notify the person owning or possessing the dog of its designation as a dangerous dog and provide him with a copy of this division. The animal services officer shall also notify necessary Town departments of the dangerous designation. The notification will describe the dog and specify any requirements or conditions placed upon the person owning or possessing the dog.
- (c) The notice shall inform the owner or custodian of the dog that he or she may request, in writing, a hearing within fifteen working days of the mailing of the dangerous dog declaration, to contest the finding and designation.
- (d) Upon request of the owner or custodian of the dog for a hearing, a hearing before the city manager or his designee shall be held within ten days of the request for a hearing, a notice of which hearing shall be mailed to the owner or custodian of the dog requesting the hearing.

(Code 1982, § 4-10.10)

**Sec. 10-167. Authority to immediately impound.**

In the event that the supervisor of animal services shall determine that a dog is dangerous and presents an immediate and imminent threat and danger to the health and safety of the public or of other animals, the supervisor is hereby authorized to immediately impound such animal and keep such animal impounded through the pendency and resolution of the hearing provided for in subsection 10-166(c) and section 10-168. The owner of such dangerous dog shall be responsible to pay all impoundment fees which accrue pursuant to section 10-58.

(Code 1982, § 4-10.11; Ord. No. 009-008, § 1.A.15, 4-28-09)

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**Sec. 10-168. Hearing on dangerous dog declaration.**

- (a) Failure of the person owning or possessing the dog to request a hearing pursuant to section 10-166 shall result in the dog's being finally declared a dangerous dog and subject the dog and the person owning or possessing the dog to the provisions of this chapter.
- (b) In making a determination as to the dangerous nature of a dog, evidence of the following shall be considered:
  - (1) Any previous history of the dog attacking, biting or causing injury to a human being or other animal.
  - (2) The nature and extent of injuries inflicted and the number of victims involved.
  - (3) The place where the bite, attack or injury occurred.
  - (4) The presence or absence of any provocation for the bite, attack or injury.
  - (5) The extent to which property has been damaged or destroyed.
  - (6) Whether the dog exhibits any characteristics of being trained for fighting or attack or other evidence to show such training or fighting. This includes statements made by the owner or custodian of the dog.
  - (7) Whether the dog exhibits characteristics of aggressive or unpredictable temperament or behavior in the presence of human beings or dogs or other animals.
  - (8) Whether the dog can be effectively trained or re-trained to change its temperament or behavior.
  - (9) Any relevant evidence concerning the maintenance of the dog.
  - (10) Any other relevant evidence regarding the ability of the owner or custodian, or the town, to protect the public safety in the future if the dog is permitted to remain in the town.
- (c) A finding at the hearing that the dog does fall within the definition of a dangerous dog set forth at section 10-1 shall result in that dog's being declared a dangerous dog and subject the dog and the person owning or possessing the dog to the provisions of this chapter.

(Code 1982, § 4-10.12)

**Sec. 10-169. Burden of proof regarding identification of dangerous dog.**

It is a rebuttable presumption that identification by the town's animal services officer of a dog as a dangerous dog pursuant to the provisions of this division establishes that fact as a matter of law. The burden to rebut that presumption lies with the party keeping or harboring the dog.

(Code 1982, § 4-10.13)

**Sec. 10-170. Vicious Animals.**

Any vicious animal found at large and endangering the safety of persons and property may be destroyed by any peace officer or animal services officer in the interest of public safety if such danger is imminent and a real or apparent necessity exists to destroy such vicious animals. The animal services supervisor may order any owner or person having care, custody or control of any vicious animal to take such animal permanently from the city. This order may be appealed in writing within ten days of receipt of the order, to the city manager. The city manager may make a decision to either uphold, reverse or modify the order and may stipulate restrictions on the animal as a condition to allow the animal to remain in the city. If the city manager upholds the order, the owner or person having care, control or custody shall not bring the animal back inside the city limits of the city. If the owner or

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person having care, custody or control of a vicious animal fails to remove such animal as provided for above, such animal may be impounded and/or humanely euthanized. The owner or person having care, custody or control of a vicious animal must report the disposition and relocation of such animal to the animal warden in writing, within ten days after the expiration date of the ordered removal of such animal from the city.

Each day thereafter such information is not provided shall constitute a separate offense. Those authorized to enforce this chapter shall be authorized to request search and seizure warrant(s) if there is cause to believe that an animal ordered removed from the city for being vicious has not been so removed, or in any other violation in which the Texas Code of Criminal Procedure authorizes the issuance of such warrant(s).

(Code 1982, § 4-10.14)

#### **Sec. 10-171. Failure to remove vicious dog; grounds for impoundment or destruction.**

If the owner or person having care, custody or control of a vicious dog fails to remove such dog as provided for in section 10-161, such dog may be impounded and/or destroyed.

(Code 1982, § 4-10.15)

#### **Sec. 10-172. Search and seizure warrants authorized.**

The supervisor of animal services shall be authorized to obtain a search and seizure warrant if there is reason to believe that an animal ordered removed from the town for being vicious has not been so removed.

(Code 1982, § 4-10.16)

## **2025 City Council Regular Meeting**

**4. c.**

**Meeting Date:** 06/24/2025

**Department:** Development Services

**Key Focus Areas:** Public Safety

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### **AGENDA CAPTION:**

Present and discuss the Town's noise ordinance.

### **BACKGROUND:**

Staff received a request from Council Member Randy Smith that was seconded by Council Member Howard Freed for a work session to discuss the Town's noise ordinance. The original noise ordinance was adopted in 1988 and has been amended several times to clarify definitions, expand the list of prohibited activities, and add exemptions and enforcement mechanisms. The 1994 amendment (Ordinance No. 094-089) provided a comprehensive update, including the current structure of prohibited activities, exemptions, and the permit process for sound-producing devices. The ordinance has evolved to address new types of noise sources and to clarify enforcement procedures, including the right to appeal and the process for revoking permits.

Staff will provide an overview of the Town's current noise ordinance, which is located within Chapter 34, Article III of the Code of Ordinances. Addison's current noise ordinance prohibits any unreasonably loud, disturbing, or unnecessary noise that causes material distress, discomfort, or injury to persons of ordinary sensibilities in the immediate vicinity, or that substantially interferes with the comfortable enjoyment of private homes. The ordinance specifically identifies several types of noise that are considered a public nuisance. The ordinance also provides for certain exemptions, such as emergency work, special events pre-approved by the Town, and activities that do not exceed specified decibel levels or are not audible at the property line.

### **FISCAL IMPACT**

Not applicable.

### **RECOMMENDATION**

Staff seeks Council direction.

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### **Attachments**

Presentation - Noise Ordinance Discussion



# Noise Ordinance

June 24, 2025

Lesley Nyp, Director of Development &  
Neighborhood Services

- Staff received a request from Council Member Randy Smith that was seconded by Council Member Howard Freed for a work session to discuss the Town's noise ordinance.
- The Town's noise regulations are located within Chapter 34, Article III of the Code of Ordinances. The noise standards are outlined within Section 34-61 through Section 34-65.
- Standards addressed include:
  - Prohibition of loud / raucous noise
  - Public nuisances
  - Noise exemptions
  - Loading / unloading vehicles
  - Defense for certain conduct

- The original noise ordinance was adopted in 1988 and has been amended several times to clarify definitions, expand the list of prohibited activities, and add exemptions and enforcement mechanisms.
- The 1994 amendment (Ordinance No. 094-089) provided a comprehensive update, including the current structure of prohibited activities, exemptions, and the permit process for sound-producing devices. The ordinance has evolved to address new types of noise sources and to clarify enforcement procedures, including the right to appeal and the process for revoking permits.

# Noise Ordinance – Chapter 34

- Loud and raucous noise within the town limits is declared to be a public nuisance.
  - *“Loud and raucous noise shall mean any sound which, because of its volume level, duration, and / or character, annoys, disturbs, injures or endangers the comfort, health, peace, or safety of reasonable persons of ordinary sensibilities within the town limits.”*
  - Loud and raucous noise is limited to public spaces (streets, parks, etc.) or in any occupied residential home or property. The term is further limited to noise which is clearly audible at a distance of more than 50 feet from the source of the noise, measured in a straight line from the source.
  - Exceptions and public nuisances are further defined for loud and raucous noise.

# Noise Ordinance – Chapter 34 Exceptions

The following acts are exempt from being a public nuisance per Section 34-64:

1. The use of a permanently installed loudspeaker at athletic stadiums to announce athletic contests, provided such use does not take place between the hours of **11:00 p.m. and 7:00 a.m. on any day.**
2. Musical chimes or the sounding of bells emanating from a public or religious institution or facility, provided the sound is less than 15 minutes in duration, occurs not more than five times within any 24-hour period, and does not occur between the hours of **11:00 p.m. and 7:00 a.m. on any day.**
3. Sounds emanating from any authorized emergency vehicle responding to an emergency or acting in the time of emergency.
4. Noise sources associated with or created by construction, repair, maintenance, remodeling, demolition, or grading of any real property, provided such activities do not take place between the hours of **10:00 p.m. and 7:00 a.m. on any day,** except in the case of an urgent public necessity in the interest of public safety and convenience and for which an application for a permit has been issued for such use in accordance with Division 2 of this article.
5. Noise emanating from any burglar alarm or security device on any building, dwelling, or vehicle, provided such noise terminates within 30 minutes of being activated.

# Noise Ordinance – Chapter 34 Exceptions

The following acts are exempt from being a public nuisance per Section 34-64 (continued):

6. Any activity preempted by state or federal law.
7. The use of a sound producing or amplifying device for non-advertising purposes when a permit has been issued for such use pursuant to Division 2 of this article.
8. The use or operation of any power lawnmowers or other lawn equipment or any equipment used for agricultural purposes or lawn maintenance, provided such use or operation does not take place or occur between the hours of **11:00 p.m. and 7:00 a.m. on any day.**
9. The operation of any aircraft within the parameters and guidelines prescribed by the Federal Aviation Administration and the rules and regulations of the Town.
10. The operation of special events taking place within the town. The term "special events" shall mean events which are authorized by, approved by, or sponsored in whole or in part by the Town and which events may result in noise from fireworks, bands, or sound systems, exhibiting aircraft, racecars, or other noise-producing mechanisms.

# Noise Ordinance – Chapter 34 Public Nuisance

A blue circular logo with the word "ADDISON" in white capital letters.

The following acts are declared a public nuisance per Section 34-64:

1. Using a device to amplify sound that is clearly audible more than 50 feet from the source.
2. The operation of devices installed or located in a motor vehicle when the speaker volume is elevated to such an extent that the sound is clearly audible more than 50 feet from the vehicle. This provision applies to vehicles traveling upon the streets of the town, parked on public or private property, or stopped in traffic.
3. The use of horns or signal devices on any motor vehicle, except as a danger signal, in an unreasonable manner. This does not apply to the Police and Fire Departments or upon authorized emergency service vehicles.
4. The playing of any audio device or instrument, between the hours of **11:00 p.m. and 7:00 a.m.** on any day and in a loud and raucous noise manner.
5. The use of any motor vehicle so out of repair or so loaded, or in such manner or combination with other vehicles as to create by virtue of its grating, grinding, or rattling sound, a loud and raucous noise.

# Noise Ordinance – Chapter 34 Vehicle Loading

A blue circular logo with the word "ADDISON" in white, uppercase letters.

- The creation of unreasonably loud noises in connection with the loading or unloading of any vehicle is prohibited on any property in a residential district or within a 500-foot radius from any area or property which is zoned for residential use, except during the following days and times only:
  - Monday through Friday: 7:00 a.m.—7:00 p.m.
  - Saturdays, Sundays, and holidays: 10:00 a.m.—5:00 p.m.

# Council Direction Requested

- Council direction requested:
  - Change current ordinance.
  - Keep current ordinance as is, no changes.
  - Present more information.

# Questions

## ARTICLE III. - NOISE

## DIVISION 1. - GENERALLY

## Sec. 34-61. - Exemptions.

The following acts or activities are exempt from the provisions of this article, section 34-65 excepted:

- (1) The use of a permanently installed loud speaker or public address system at athletic stadiums to announce athletic contests, provided such use does not take place between the hours of 11:00 p.m. and 7:00 a.m. on any day.
- (2) Musical chimes or the sounding of bells emanating from a public or religious institution or facility, provided the sound is less than 15 minutes in duration, occurs not more than five times within any 24-hour period, and does not occur between the hours of 11:00 p.m. and 7:00 a.m. on any day.
- (3) Sounds emanating from any authorized emergency vehicle responding to an emergency or acting in the time of emergency.
- (4) Noise sources associated with or created by construction, repair, maintenance, remodeling, demolition, or grading of any real property, provided such activities do not take place between the hours of 10:00 p.m. and 7:00 a.m. on any day, except in the case of an urgent public necessity in the interest of public safety and convenience and for which an application for a permit has been issued for such use in accordance with division 2 of this article.
- (5) Noise emanating from any burglar alarm or security device on any building, dwelling, or vehicle, provided such noise terminates within 30 minutes of being activated.
- (6) Any activity to the extent regulation thereof has been preempted by state or federal law.
- (7) The use of a sound producing or sound amplifying device, instrument, or apparatus for nonadvertising purposes when a permit has been issued for such use pursuant to division 2 of this article, provided such activity is conducted in conformity with the permit.
- (8) The use or operation of any power lawnmowers or other lawn equipment or any equipment used for agricultural purposes or lawn maintenance, provided such use or operation does not take place or occur between the hours of 11:00 p.m. and 7:00 a.m. on any day.
- (9) The operation of any aircraft within the parameters and guidelines prescribed by the Federal Aviation Administration and the rules and regulations of the town.
- (10) The operation and conducting of any special events taking place within the town. The term "special events" shall mean events which are authorized by, approved by, or sponsored in whole or in part by the town and which events may result in noise from fireworks, bands, or

sound systems, exhibiting aircraft, racecars, or other noise-producing mechanisms.

(Code 1982, § 10-7(c))

Sec. 34-62. - Defense for certain conduct.

If conduct that would otherwise violate this article consists of speech or other communication, of gathering with others to hear or observe such speech or communication, or of gathering with others to picket or otherwise express in a nonviolent manner a position on social, economic, political, or religious questions, the actor must be ordered to move, disperse, or otherwise remedy the violation prior to the actor's arrest if the actor has not yet intentionally harmed the interests of others which this section seeks to protect. Such an order may be given by a peace officer, a fireman, a person with authority to control the use of the premises, or any person directly affected by the violation. It is a defense to prosecution under this section that:

- (1) In circumstances in which this section requires an order, no order was given;
- (2) An order, if given, was manifestly unreasonable in scope; or
- (3) An order, if given, was promptly obeyed.

(Code 1982, § 10-7(d)(7))

Sec. 34-63. - Loud and raucous noise prohibited.

The generation or maintenance of any loud and raucous noise within the town limits is hereby declared to be a public nuisance. It shall be unlawful for any person to willfully make, continue, or cause to be made or continued any loud and raucous noise, which term shall mean any sound which, because of its volume level, duration, and/or character, annoys, disturbs, injures or endangers the comfort, health, peace, or safety of reasonable persons of ordinary sensibilities within the town limits. The term "loud and raucous noise" shall include, but shall not be limited to, the kinds of noise generated by the activities enumerated in section 34-64, except as provided in section 34-61. The term shall be limited to loud and raucous noise heard upon the public streets, in any public park, in any school or public building, or upon the grounds thereof while in use, in any church, synagogue, or other place of worship, or hospital, or upon the grounds thereof while in use, in any parking lot open to members of the public as invitees or licensees, or in any occupied residential dwelling unit or upon the grounds thereof. The term is further limited to noise which is clearly audible at a distance of more than 50 feet from the source of the noise, measured in a straight line from the noise source.

(Code 1982, § 10-7(a))

Sec. 34-64. - Public nuisances.

The following acts, as limited by section 34-63 and subject to the exemptions of section 34-61, are hereby declared to be public nuisances in violation of section 34-63, but the acts enumerated in this section shall not be deemed to be exclusive:

- (1) The use or operation of any mechanical or electrical device, apparatus, or instrument to amplify, intensify, or reproduce the human voice, or to produce, reproduce, intensify, or amplify any other sound when the sound from such activity is clearly audible more than 50 feet from the device, apparatus, or instrument.
- (2) The playing or operation of any radio, cassette tape player, compact disc player, or any other sound producing instrument, device, or apparatus installed or located in a motor vehicle when the speaker volume is elevated to such an extent that the sound is clearly audible more than 50 feet from the vehicle. The provisions of this subsection shall apply regardless of whether the vehicle is traveling upon the streets of the town, parked on public or private property, or stopped in traffic.
- (3) The sounding of any horn or signal device on any automobile, motorcycle, bicycle, or other vehicle, except as a danger signal, so as to create an unreasonably loud or harsh sound, or the sounding of such device for an unreasonable period of time, or the use of siren horns on bicycles, automobiles, or other vehicles except upon automobiles and other apparatus of the police and fire departments or upon authorized emergency service vehicles.
- (4) The playing of any radio, cassette tape player, compact disc player, phonograph, or mechanical or nonmechanical musical or sound producing instrument, during the hours between 11:00 p.m. and 7:00 a.m. on any day and in such a manner or with such volume that the sound therefrom creates a loud and raucous noise.
- (5) The use of any automobile, motorcycle or vehicle so out of repair or so loaded, or in such manner or combination with other vehicles as to create by virtue of its grating, grinding, or rattling sound, a loud and raucous noise.

(Code 1982, § 10-7(b))

#### Sec. 34-65. - Loading or unloading vehicles.

The creation of unreasonably loud, disturbing or unnecessary noises in connection with the loading or unloading of any vehicle is prohibited on any premises in a residential district or within a 500-foot radius from any area or property which is zoned for residential use, except during the following days and times only:

- (1) Monday through Friday: 7:00 a.m.—7:00 p.m.
- (2) Saturdays, Sundays and holidays: 10:00 a.m.—5:00 p.m.

(Code 1982, § 10-8)

Secs. 34-66—34-80. - Reserved.

## DIVISION 2. - PERMIT

### Sec. 34-81. - Application.

Each applicant for a permit to use or operate a sound producing device, instrument or apparatus within the town limits shall complete and sign an application on a form supplied by the town and file such application with the chief of police at least seven days prior to the date upon which the sound producing equipment is to be used or operated. Where good cause is shown, or when the activity would involve significant political or religious features and therefore be entitled to enhanced deference or protection under the state or federal constitutions, the chief of police shall consider applications filed after the deadline. The application shall describe the sound producing equipment, state the specific location at which such sound producing equipment is to be used or operated, the day and the hours during which it is proposed to be used or operated, and such other pertinent information as is necessary for the chief of police to carry out the police chief's duties under this article. If the sound producing equipment is to be used or operated on private property, the owner of such property must consent in writing.

(Code 1982, § 10-7(d)(1))

### Sec. 34-82. - Issuance.

The chief of police shall issue a permit for the use of the requested sound producing instrument, device, or apparatus to any applicant who complies with the provisions of this article unless the chief finds in writing that one or more of the special restrictions specified in section 34-83 apply, or unless the issuance of a permit for the time and location requested would overlap a previously applied for permit. Each permit issued pursuant to this article shall describe the specific location at which such sound producing equipment may be used or operated thereunder, the period of time for which the sound producing equipment may be operated in such location, and shall specify such other terms and conditions as are essential to secure and protect the public safety. The person signing the application shall be required to be present at the time and place the sound producing equipment is operated or used and the permit shall be invalid in such person's possession.

(Code 1982, § 10-7(d)(2))

### Sec. 34-83. - Special restrictions.

The chief of police shall not issue any permit for the use of a sound producing instrument, device, or apparatus:

- (1) At any location within 500 feet of a school, courthouse, synagogue, church or other place of worship, during the hours of normal use of such school, courthouse, church, synagogue or other place of worship, respectively, or within 500 feet of any hospital, nursing home, or other institution caring for the sick, aged, or infirm;
- (2) At any location where the chief of police, upon investigation, shall determine that the conditions of vehicular or pedestrian traffic, or both, are such that the use of a sound producing instrument, device or apparatus will constitute a threat to the safety of pedestrians or vehicle operators;
- (3) At any location where the chief of police, upon investigation, shall determine that the conditions of overcrowding or of street repair or other physical conditions are such that the use of a sound producing instrument, device or apparatus will deprive the public of the reasonable right to safe and peaceful enjoyment of any public street, park, or other public place, or will constitute a threat to the safety of pedestrians or vehicle operators;
- (4) For a period of continued use exceeding two hours without a 30-minute break, unless the chief of police, upon investigation, determines that a longer period of time will not annoy or disturb reasonable persons of ordinary sensibilities residing in the area;
- (5) In or on any vehicle or other device while it is in motion; or
- (6) Between the hours of 11:00 p.m. and 7:00 a.m.

(Code 1982, § 10-7(d)(3))

#### Sec. 34-84. - Alternate permit.

The chief of police, in denying any application as submitted under this division, may grant a permit for a date, time, or place different from that requested by applicant, or subject to different requirements or conditions than requested by an applicant. An applicant desiring to accept an alternate permit shall, within 24 hours after notice of the action of the chief of police, file a written note of acceptance with the chief of police on a form supplied by the town.

(Code 1982, § 10-7(d)(4))

#### Sec. 34-85. - Processing time; notice; right of appeal.

- (a) Applications for permits to use a sound producing instrument, device or apparatus shall be processed and decisions made as expeditiously as possible, and in any event before 5:00 p.m. on the fifth business day following day of receipt. If the application was submitted more than ten

days in advance of the event, the permit, alternate permit, or written notice of denial shall be mailed to the applicant. If the application was submitted less than ten days in advance of the event, the police department shall exercise reasonable diligence in attempting to notify the applicant of the action taken as soon as possible by telephone or other means.

- (b) Any person aggrieved by action taken on a permit application may file a written notice of appeal, first with the city manager or the manager's designee and then with the city council. The notice of appeal must be filed within seven days from date notice of the action is received by the applicant, regardless of the means used to convey such notice. The city manager or the manager's designee shall act on the appeal as expeditiously as possible. The city council shall hear any appeal taken from the decision of the city manager or the manager's designee at its next regularly scheduled meeting. In hearing any appeal, the city manager or the city council may reverse or affirm, wholly or in part, the action of the chief of police, or may grant an alternate permit for a date, time or place different from that requested by the applicant or subject to different requirements or conditions than requested by an applicant. An alternate permit must be accepted in writing within 24 hours after notice that it is available.

(Code 1982, § 10-7(d)(5))

#### Sec. 34-86. - Revocation.

The chief of police may revoke any permit issued under this article for the following reasons or causes:

- (1) The substantial violation of this article or the terms and conditions of a permit; or
- (2) A material misstatement of any fact on the application for a permit.

(Code 1982, § 10-7(d)(6))

#### Secs. 34-87—34-110. - Reserved.

**2025 City Council Regular Meeting**

**2. a.**

**Meeting Date:** 06/24/2025

**Department:** City Secretary

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**AGENDA CAPTION:**

City Manager's Announcements

**BACKGROUND:**

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

**FISCAL IMPACT**

N/A

**RECOMMENDATION**

Information only.

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**2025 City Council Regular Meeting**

**2. b.**

**Meeting Date:** 06/24/2025

**Department:** City Secretary

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**AGENDA CAPTION:**

Employee Recognition

**BACKGROUND:**

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

**FISCAL IMPACT**

N/A

**RECOMMENDATION**

Information only.

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## **2025 City Council Regular Meeting**

**4. a.**

**Meeting Date:** 06/24/2025

**Department:** City Secretary

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### **AGENDA CAPTION:**

Consider action on the Minutes from the June 3, 2025 City Council Work Session Meeting.

### **BACKGROUND:**

The minutes for the June 3, 2025 City Council Work Session Meeting have been prepared for consideration.

### **FISCAL IMPACT**

N/A

### **RECOMMENDATION**

Administration recommends approval.

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### **Attachments**

Minutes - June 3, 2025 City Council Work Session Meeting

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# **DRAFT**

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

**June 3, 2025**

**Addison Town Hall  
5300 Belt Line Road, Dallas, TX 75254  
5:30 PM Work Session – Town Hall Parlor**

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

**Present via Zoom:** Council Member Dan Liscio

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### **WORK SESSION**

The Addison City Council will convene in the Work Session in the Town Hall Parlor at 5:30 PM.

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

Mayor Arfsten called the meeting to order in the Town Hall Parlor Room at 5:30 PM.

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

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

Mayor Arfsten closed the Open Meeting to convene the City Council into Closed Meeting at 5:32 PM.

**3. 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. Pursuant to Section 551.087(1): Economic Development Negotiations to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations:
  - Project Dakota

- b. Pursuant to Section 551.071(2) to receive legal advice from the City Attorney regarding Housing Finance Corporation litigation.
- c. Pursuant to Section 551.071(2) to receive legal advice from the City Attorney regarding Addison Police Department's current jail services agreement.

Mayor Arfsten convened the City Council into Open Meeting at 7:17 PM. No action was taken as a result of the Closed Meeting.

4. **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.

## 5. Work Session Reports

- a. **Present and discuss the Police Department's current jail services agreement, including proximity, operational costs, and related challenges, and potential options.**  
*[Chief of Police, Chris Freis]*

Chief of Police Chris Freis presented an update regarding the Addison Police Department's current jail services agreement with the City of Grapevine, outlining the arrangement's challenges and potential options for alternatives.

The Addison Police Department has contracted with the City of Grapevine for jail services since 2022. Although the City of Grapevine has been a valued partner, the current agreement presents operational and logistical challenges for the Town. One such challenge being the distance of the jail from the Town and a second being time spent completing the process of arresting, transporting, and book-in procedures for each arrested person.

In June 2024, staff began researching alternative options for a jail partnership. After reviewing multiple options, staff recommends contracting with the City of Richardson based upon operational factors such as time and distance, their experience providing jail services to other law enforcement agencies, and a long-term partnership and stability for the Town. The City of Richardson is proposing an agreement with an initial 5-year term with an automatic renewal for an additional 5-year term.

The proposed agreement with the City of Richardson has an increased contractual cost; however, the operational cost savings and proximity decrease the direct fiscal impact.

	<b>Grapevine Jail</b>	<b>Richardson Jail</b>
<b>Estimated APD Operational Cost</b>	\$84,000 - \$133,000	\$33,000 - \$46,000
<b>Contract Cost</b>	\$384,000	\$500,000 *

\* The contract cost with the City of Richardson would escalate for the first three years (Year 1-

*\$500,000, Year 2- \$550,000, and Year 3 - \$600,000) with no increase after it caps at Year 3 for the remainder of the contract period.*

Staff requested City Council direction regarding a potential agreement with the City of Richardson for jail services.

**City Council Direction:** The City Council expressed support for an Interlocal Agreement (ILA) with the City of Richardson for jail services and directed the City Manager to bring forth the ILA for consideration at a future City Council Meeting.

- b. **Present and discuss the Proposed Annual Budget for the Town of Addison for Fiscal Year 2026 (beginning October 1, 2025, and ending September 30, 2026), including, but not limited to, the General Fund, Utility Fund, Stormwater Fund, Airport Fund, Hotel Fund, Economic Development Fund, Information Technology Fund, Capital Replacement Fund, Infrastructure Investment Fund, and Long-Term Planning.**

*[Chief Financial Officer, Steven Glickman]*

Chief Financial Officer Steven Glickman presented an overview of the Fiscal Year 2026 Budget that is currently in development.

Mr. Glickman outlined the Town's annual budget process and discussed the following components:

- Budget calendar
- Base budgets
- Resource maximization
- Decision packages

Mr. Glickman then reviewed the Town's Budget Priorities and financial assumptions for the Fiscal Year 2026 Budget:

- Major revenue sources
- Personnel assumptions
- Asset Management Plan
- Major operating funds
- Other funds

Lastly, Mr. Glickman provided the next steps in the budget process which include the following milestones:

- Department budget work session presentations
- Receipt of certified property values from the appraisal district
- City Council receipt of the City Manager's Proposed Budget
- City Council budget workshops with Town staff
- Staff refinement of the budget based on City Council direction

- First public hearing on the Fiscal Year 2026 Budget and Tax Rate
- Second public hearing and adoption of the Fiscal Year 2026 Budget and Tax Rate

**City Council Direction:** This update was provided for informational purposes only. No City Council direction was required.

c. **Present and discuss DART bus routes in Addison.**

*[City Council Request]*

This item was pulled from the meeting agenda.

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

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**5. Adjourn Meeting.**

There being no further business to come before the City Council, Mayor Arfsten adjourned the meeting at 8:25 PM.

**TOWN OF ADDISON, TEXAS**

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Bruce Arfsten, Mayor

**ATTEST:**

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Valencia Garcia, City Secretary

## **2025 City Council Regular Meeting**

**4. b.**

**Meeting Date:** 06/24/2025

**Department:** City Secretary

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### **AGENDA CAPTION:**

Consider action on the Minutes from the June 10, 2025 Regular City Council Meeting.

### **BACKGROUND:**

The minutes for the June 10, 2025 Regular City Council Meeting have been prepared for consideration.

### **FISCAL IMPACT**

N/A

### **RECOMMENDATION**

Administration recommends approval.

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### **Attachments**

Minutes - June 10, 2025 Regular City Council Meeting

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# **DRAFT**

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

**June 10, 2025**

**Addison Town Hall  
5300 Belt Line Road, Dallas, TX 75254  
6:30 PM Work Session – Town Hall Parlor  
7:00 PM Regular Meeting – Town Hall City Council Chambers**

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

**Present via Zoom:** Council Member Dan Liscio

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### **WORK SESSION**

The Addison City Council will convene in the Work Session in the Town Hall Parlor at 6:30 PM.

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

Mayor Arfsten called the meeting to order in the Town Hall Parlor at 6:30 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**

**4. Work Session Reports**

- a. Present and discuss Addison Kaboom Town! 2025.**  
*[Director of Special Events & Theatre, Abby Morales]*

Director of Special Events & Theatre Abby Morales presented an overview of the 2025 Addison Kaboom Town! Event. This year marks Kaboom Town!'s 40<sup>th</sup> anniversary, with the event set to take place on Thursday, July 3<sup>rd</sup>.

Ms. Morales reviewed the components that will combine to bring flights, sights, and an amazing night of boom to Addison Circle Park. Details were shared regarding the following elements of the event:

- Addison Airport Airshow
- Fireworks display
- Addison Circle Park watch party
- Admission options
- Kaboom Saloon VIP experience
- Event map

**City Council Direction:** This update was provided for informational purposes only. No City Council direction was required.

Mayor Arfsten closed the Work Session at 6:51 PM.

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## COUNCIL MEETING

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Mayor Arfsten convened the City Council Meeting at 7:01 PM in the Town Hall City Council Chambers.

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**

- Addison Police Department: Police Chief Chris Freis introduced Police Records Clerk Izabele Ehling.

c. **Addison Police Department Medal of Valor Award and Life Saving Award.**

- Police Chief Chris Freis presented the Life Saving Award to Officer William Beasley and Sergeant Matt Davis. Chief Freis also presented the Medal of Valor Award to Officer William Beasley.
- Texas State Representative Cassandra Garcia Hernandez joined Chief Freis to present a Resolution approved and signed by Texas State Representatives recognizing the heroism of Officer William Beasley and Sergeant Matt 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 speak during the Public Comment period.

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 May 27, 2025 City Council Meeting.**

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

5. **Items for Individual Consideration.**

- a. **Resolution No. R25-045: Present, discuss, and consider action on a Resolution approving the installation of a sculpture titled "Harmony Birds" by artist Dale Rogers, donated by the Addison Arbor Foundation to be located within the Beltway Greenspace and providing for an effective date.**

*[Director of Parks & Recreation, Janna Tidwell and Addison Arbor Foundation President, Dr. Jay Ihrig]*

The Addison Arbor Foundation (AAF) proposed the installation of a sculpture, titled "Harmony Birds", by artist Dale Rogers. The sculpture will be fabricated from Cor-Ten steel and stainless-steel accents. AAF proposed locating the artwork near one of the pollinator patches in the Beltway Greenspace that is being constructed as part of the Beltway Bike Lane project. AAF provided photos and a site plan for the artwork as a part of the presentation to the Council.

The sculpture is being donated to the Town by the Addison Arbor Foundation, utilizing funds from a Town of Addison grant. Upon receiving the donated artwork, the Town will be responsible for maintenance and upkeep of the sculpture. The anticipated maintenance cost is \$250 every ten years.

**MOTION:** Deputy Mayor Pro-Tempore DeFrancisco moved to approve Resolution No. R25-045 approving the installation of "Harmony Birds", donated by the Addison Arbor Foundation and to be located within the Beltway Greenspace. Mayor Pro-Tempore Willesen seconded the motion. Motion carried unanimously.

- b. **Resolution No. R25-046: Present, discuss and consider action on a Resolution approving the installation of a sculpture titled "Continuous Loops" by artist Eugene Perry, donated by the Addison Arbor Foundation to be located within the Beltway Greenspace and providing for an effective date.**

*[Director of Parks & Recreation, Janna Tidwell and Addison Arbor Foundation President, Dr. Jay Ihrig]*

The Addison Arbor Foundation (AAF) proposes the installation of a bronze sculpture with a stainless-steel ball titled "Continuous Loops" by artist Eugene Perry. AAF is proposing to locate the artwork near one of the pollinator patches in the Beltway Greenspace that is being constructed as part of the Beltway Bike Lane project. AAF provided photos and a site plan for the artwork as a part of the presentation to the Council.

The sculpture is being donated to the Town by the Addison Arbor Foundation, utilizing funds from a Town of Addison grant. Upon receiving the donated artwork, the Town will be responsible for maintenance and upkeep of the sculpture. The anticipated maintenance cost is \$250 every ten years.

**MOTION:** Mayor Pro-Tempore Willesen moved to approve Resolution No. R25-046 approving the installation of "Continuous Loops", donated by the Addison Arbor Foundation and to be located within the Beltway Greenspace. Council Member Liscio seconded the motion. Motion carried unanimously.

- c. **Resolution R25-047: Present, discuss, and consider action on a Resolution providing for the appointment of City Council Members to a City Council Committee and appointment of City Council liaisons to various local organizations.**

*[City Secretary, Valencia Garcia]*

Each year after the General Election, committee and liaison appointments are divided among current City Council Members at a June Regular City Council Meeting. This Resolution formalizes these appointments and provides an effective date.

An appointment was made for the following City Council committee:

- Community Partnership Committee – Mayor Bruce Arfsten

Liaison appointments are intended to provide a greater depth of understanding of the technical nature of these non-profit organizations. Annual liaison appointments were made for the following organizations:

- Addison Arbor Foundation – Council Member Dan Liscio
- Metrocrest Chamber of Commerce – Council Member Howard Freed
- Metrocrest Services – Deputy Mayor Pro-Tempore Chris DeFrancisco
- North Dallas Chamber of Commerce – Mayor Bruce Arfsten
- North Texas Commission – Council Member Darren Gardner
- WaterTower Theatre – Mayor Pro-Tempore Marlin Willesen

**MOTION:** Council Member Gardner moved to approve Resolution No. R25-047 making an appointment to the City Council Community Partnership Committee and annual liaison appointments to non-profit organizations. Mayor Pro-Tempore Willesen seconded the motion.

Motion carried unanimously.

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

**7. Adjourn Meeting.**

There being no further business to come before the City Council, Mayor Arfsten adjourned the meeting at 7:36 PM.

**TOWN OF ADDISON, TEXAS**

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Bruce Arfsten, Mayor

**ATTEST:**

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Valencia Garcia, City Secretary

## 2025 City Council Regular Meeting

4. c.

**Meeting Date:** 06/24/2025

**Department:** City Secretary

**Key Focus Areas:** Mobility and Connectivity

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### **AGENDA CAPTION:**

Consider action on a Resolution appointing Town of Addison Mayor, Bruce Arfsten, as the Primary Representative and City of Richardson Mayor, Amir Omar, as the Alternate to the aggregated position of Representative to the Regional Transportation Council (RTC) of the North Central Texas Council of Governments.

### **BACKGROUND:**

The Regional Transportation Council (RTC) is a forty-five (45) member independent transportation policy-making body which determines how regional transportation funds should be spent. The municipalities of Richardson and Addison share one RTC representative, rotate the RTC appointment, and collaborate to ensure the interests of both cities are represented. This Resolution will reappoint Addison Mayor Bruce Arfsten as the Primary RTC Representative and appoint City of Richardson Mayor Amir Omar as the Alternate RTC Representative for the remainder of the two-year term ending in 2026. The Alternate RTC Representative role was previously filled by former City of Richardson Mayor Bob Dubey.

### **FISCAL IMPACT**

N/A

### **RECOMMENDATION**

Administration recommends approval

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### **Attachments**

Resolution - 2025 RTC Appointments

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**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, APPOINTING BRUCE ARFSTEN TO THE AGGREGATED POSITION OF REPRESENTATIVE, AND AMIR OMAR AS ALTERNATE TO THE AGGREGATED POSITION OF REPRESENTATIVE, TO THE REGIONAL TRANSPORTATION COUNCIL OF THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, WHICH FRACTIONAL ALLOCATION MEMBERSHIP IS SHARED BETWEEN THE CITY OF RICHARDSON AND THE TOWN OF ADDISON; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town of Addison and City of Richardson desire to have representation on the Regional Transportation Council and have agreed to share an aggregated position to serve a 2-year appointment and appointed in even numbered years; and

**WHEREAS**, Town of Addison's Mayor Bruce Arfsten and City of Richardson's Mayor Amir Omar have been appointed to represent their respective governmental entities on the Regional Transportation Council.

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

**SECTION 1.** That Bruce Arfsten, Mayor of the Town of Addison, is hereby appointed to the Regional Transportation Council of the North Central Texas Council of Governments for the remainder of the term ending June 30, 2026.

**SECTION 2.** That Amir Omar, Mayor of the City of Richardson, is hereby appointed as Alternate to the Regional Transportation Council of the North Central Texas Council of Governments for the remainder of the term ending June 30, 2026.

**SECTION 3.** That this Resolution shall become effective immediately from and after its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the Town of Addison, Texas, on this the 10<sup>th</sup> day of June 2025.

**TOWN OF ADDISON, TEXAS**

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Bruce Arfsten, Mayor

**ATTEST:**

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Valencia Garcia, City Secretary

## 2025 City Council Regular Meeting

4. d.

**Meeting Date:** 06/24/2025

**Department:** Information Technology

**Key Focus Areas:** Public Safety

Economic Development and Revitalization

Mobility and Connectivity

Financial Health and Organizational Excellence

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### AGENDA CAPTION:

Consider action on a Resolution approving an agreement with Unite Private Networks, LLC D/B/A Segra to facilitate the Town's transition to its fiber network and to provide ongoing support and maintenance in accordance with Service Agreement No. 54863 in an amount not to exceed \$72,600 annually for a service term of up to one hundred and twenty (120) months, authorizing the City Manager to execute the agreement, and providing an effective date.

### BACKGROUND:

The Town of Addison currently operates a Star Topology local area network for connectivity between its facilities. This is a basic network layout where every location connects to a central location through a direct line. For the Town, the central location is the Service Center, which connects the entire Town network to the internet. Our current setup utilizes Spectrum's leased fiber optic lines, offering variable speeds to help us control expenses at an annual cost of \$71,400. Due to these significant costs, the Town has had to implement varying network speeds at different sites, potentially hindering operational efficiency and data transfer capabilities. The Town is currently operating under a 3-year contract with Spectrum for these services, which commenced on August 28, 2024.

To secure faster network speeds for every facility, staff have been proactively engaging with vendors to find an alternative to Spectrum. Segra has presented a compelling solution in the form of a fully protected Ring Topology network. A Ring Topology network is a configuration where each location is connected to two adjacent locations, forming a continuous circular pathway for data. Data then travels in a single direction around the ring, passing through each location until it reaches its destination. This innovative design offers superior reliability by eliminating single points of failure, which guarantees enhanced network uptime. Segra's proposal ensures 1Gbps fiber connectivity throughout all Town facilities, providing robust and high-speed access. Furthermore, Segra is willing to cover the early termination fee for the Town's current Spectrum contract.

Segra is a preferred vendor selected by the Texas Department of Information

Resources (DIR). DIR simplifies the procurement process for public sector entities throughout the state by releasing a Request for Proposal (RFP) and choosing vendors at the State level that can be selected by state agencies and local governments. While the Town is not required to obtain more than one quote when using DIR, staff contacted multiple contractors and requested quotes. Four quotes were received. The formal quotes are as follows:

Vendor Name	Connectivity Speed	# of Sites	Total Monthly Charges	Total Non-Recurring Charges	Early Termination Buyout Offer	Contract Term
Lumen	1Gbps	10	\$33,461.00	\$10,000.00	\$0.00	36 Months*
FiberLight	1Gbps	10	\$6,500.00	\$950,000.00	\$0.00	120 Months
Astound	1Gbps	10	\$7,500.00	\$0.00	\$54,000.00	120 Months
Segra**	1Gbps	10 sites	\$6,050	\$0.00	\$75,000.00	120 Months

\* - Lumen indicated they did not have an interest in a long-term contract.

\*\* - 10 sites with Fire Station #1, the Service Center, and the new Town Hall benefiting from having redundant fiber lines for a total of 13 fiber lines.

Staff recommends Segra, citing their proposal for a well-designed, cost-effective fiber network that features the least aerial connection.

## **FISCAL IMPACT**

This agreement in an annual amount of \$72,600 will be included in the proposed FY 25-26 Information Technology Department budget.

## **RECOMMENDATION**

Staff recommends approval.

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## **Attachments**

Resolution - Broadband Services Upgrade (Segra)

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

**A RESOLUTION OF THE TOWN OF ADDISON, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A MASTER SERVICE AGREEMENT FOR FIBER INTERNET SERVICES TO BE EXECUTED BY THE TOWN AND UNITE PRIVATE NETWORKS, LLC DBA SEGRA (“SEGRA”) ON BEHALF OF THE TOWN AND OTHER AGREEMENTS THAT MAY BE NECESSARY TO EFFECTUATE THE SAME; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, a Service Order was entered on August 28, 2024, between the Town and Spectrum for fiber internet services and related equipment, including Spectrum Enterprises Commercial Terms and Conditions v 240607 (the “Original Agreement”); and

**WHEREAS**, as permitted by the Original Agreement, the Town may terminate the Original Agreement for convenience at any time upon thirty (30) days prior written notice to Spectrum, subject to payment of all outstanding amounts due, including payment of any applicable termination charges; and

**WHEREAS**, after entering the Original Agreement, the Town’s Administration has determined that by contracting with SEGRA through a, Department of Information Resources (DIR) Cooperative Contract Number 32043222861, the Town would acquire similar or better fiber internet services at a reduced annual cost; and

**WHEREAS**, SEGRA has proposed a Master Services Agreement and Service Order, attached hereto as Exhibit A (the “SEGRA MSA”) with an initial term to only commence on the date on which the fiber internet services have been installed, tested, and actively available for use by the Town, except that the service commencement date shall not be a date earlier than twenty (20) months following the effective date of the SEGRA MSA; and

**WHEREAS**, under the SEGRA MSA, SEGRA shall make a payment to the Town of \$75,000.00 to mitigate any early termination fees with Spectrum; and

**WHEREAS**, the Town’s Administration has recommended entering the Master Services Agreement and Service Order with SEGRA, as presented in Exhibit A; and

**WHEREAS**, the Town of Addison has determined that entering a Master Services Agreement and Service Order with SEGRA provides the most advantageous terms for the Town.

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

**SECTION 1.** The above and foregoing premises are true and correct legislative findings, and they are incorporated herein and made a part hereof for all purposes.

**SECTION 2.** The Master Service Agreement and Service Order between the Town and SEGRA, a copy of which is attached to this Resolution as Exhibit A (the “New Service Agreement”), is hereby approved, and the City Manager is authorized to execute the same and any other agreements required to effectuate the same.

**SECTION 3.** This resolution shall take effect immediately from and after the date of its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the Town of Addison, Texas, on **this 24th day of JUNE 2025.**

**TOWN OF ADDISON, TEXAS**

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

**ATTEST:**

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

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Whitt L. Wyatt, City Attorney  
[vf 05.28.2025]

**EXHIBIT A**

Master Service Agreement and Service Order between  
Town of Addison and SEGRA



# Lit Service Order

#54863

## Terms and Conditions Applying to Lit Services

1. **Lit Service Orders.** Services provided under these Terms and Conditions Applying to Lit Services ("Terms and Conditions") will be memorialized on service orders ("**Service Orders**") executed by and between the parties. Upon the full execution and acceptance of a Service Order, Segra agrees to provide to Customer, and Customer agrees to receive from Segra, certain lit telecommunication services(s) (the "Services"). Each Service Order shall, at a minimum, identify the (i) Point(s) of Demarcation (as "Point(s) of Demarcation" is defined in Section 4); (ii) Service type; (iii) Service Order Term; (iv) monthly recurring charges ("MRC"); (v) non-recurring charges ("NRC"); (vi) bandwidth; (vii) Customer and Segra contact information; and (viii) anticipated installation timeframe.
2. **Installation.** Segra shall issue a Service Commencement Letter (as "Service Commencement Letter" is hereinafter defined) upon installation of a Service. Customer may, at Customer's option, participate in Segra's final testing of the Services. If Customer determines that Segra's final testing is not sufficient or satisfactory, it may, at its expense, conduct similar tests. For Services having a committed bandwidth, the committed information rate shall be measured using EtherSAM (Y.1564), the industry standard. If Customer believes the Services have not been installed in accordance with the Service Order, Customer must provide a written rejection of the Services to Segra within three (3) days of Segra issuing the associated Service Commencement Letter, including a written description reasonably detailing failure of the Service. Segra shall then retest the Service and issue another Service Commencement Letter. This process shall continue until the Service meets industry standards. Failure to properly reject a Service within the prescribed period shall be deemed Customer's acceptance of the Service. Notwithstanding the preceding or anything to the contrary in these Terms and Conditions, in the event Segra is unable to complete installation of a Service due to Customer's failure to complete any applicable tasks necessary to allow Segra to complete installation of the Service, Customer shall be deemed to have accepted the Service as of the thirtieth (30<sup>th</sup>) day after Segra provides written notice to Customer that Segra is unable to proceed further due solely to Customer's delay. For clarity, Customer's inability to accept a Service shall not constitute a valid reason for rejection. A "Service Commencement Letter" means the written communication sent from Segra to Customer informing Customer that the Services have been installed and are available for testing and use.
3. **Payment Terms.** Customer shall pay all undisputed charges by ACH, check, or wire transfer of immediately available funds to the account designated by Segra, unless otherwise agreed to by the parties. All undisputed charges shall be paid by Customer within thirty (30) calendar days following receipt of an invoice from Segra. Any undisputed portion of an invoice not paid by the applicable due date shall be overdue and Customer shall incur a fee of 1.5% per month, or the maximum amount permitted by law, until the undisputed portions of the invoice are paid in full. Unless otherwise stated in the Service Order, beginning in month sixty-one (61) of the Service Order Term, all MRC be subject to an annual increase equal to the greater of (i) three percent (3%) or (ii) the cumulative increase in the U.S. Consumer Price Index, All Urban Consumers (CPI-U), U.S. City Average, published by United States Department of Labor, Bureau of Labor Statistics for the preceding 12-month period. All MRC shall be invoiced in advance on the first day of each month. If the Service Order Term commences on a day other than the first day of the month, Customer shall be invoiced on the first day of the following month and the first invoice shall include the pro-rated amount of the prior month's MRC in addition to the current month's MRC. By way of example only, if Customer's service begins on September 20, Customer will receive its first invoice on October 1 and this invoice will include a full month's MRC for October in addition to the pro-rated ten (10) days' MRC for September. Unless otherwise stated in the Service Order, any applicable NRC may be invoiced any time after the full execution of this Service Order. In the event Customer disputes any portion of an invoice, Customer must pay the undisputed portion of the invoice by the due date and submit a written claim reasonably documenting all reasons for disputing the remaining amount. Unless a claim is submitted in this manner and received by Segra within thirty (30) days from the date the invoice is issued, Customer waives all rights to dispute such charges unless otherwise provided by law.
4. **Points of Demarcation, Building Access, Space, and Power.**
  - (a) **Points of Demarcation.** "Point(s) of Demarcation" means the physical point where Segra's obligation to bring and terminate the Services ends. Segra shall only be responsible for implementation of facilities and maintenance activities related to the Services up to the applicable Point of Demarcation. Unless otherwise specified on a Service Order, the standard Point of Demarcation shall be the minimum point of entry ("MPOE"), utilizing existing pathways for building services where feasible. The MPOE is the point at which Segra's cable enters the building. Where the Customer determines that existing pathways are unsuitable, Segra will work with the Customer to establish a reasonable MPOE. If Customer requests any additional extension of the Point of Demarcation beyond the MPOE, such extension shall be memorialized within an amendment to the Service Order and may include additional charges.
  - (b) **Building Access, Space, and Power.** Customer agrees that it will (i) procure all necessary building entrance rights, private easements, and other property rights between the public right-of-way and the Point of Demarcation ("Access Rights") for Segra to have access and permission to enter the locations noted on the applicable Service Order, and (ii) provide Segra sufficient space ("Space") and power ("Power") on the premises to support the Services at no cost to Segra. Customer understands that any delay in receiving the Access Rights, Space, and/or Power may cause an installation delay. Customer shall be responsible for all costs incurred by Segra related to the Access Rights, Space, and Power, including but not limited to charges imposed on Segra by the property owner or its designee. In the event Customer is unwilling or unable to pay for such charges, Segra shall have the option to cancel the applicable Service Order and Customer shall be responsible for payment of Early Termination Liability pursuant to Section 12.
5. **Routine Maintenance.** Segra shall perform all routine and emergency maintenance related to the Services. Segra shall use commercially reasonable efforts to perform routine maintenance between the hours of 12:00 AM and 6:00 AM, local time, to minimize any potential disruptive impact. Notwithstanding the preceding, Segra may perform maintenance at any time for purposes such as restoration of continuity to a severed or partially-severed fiber optic cable, restoration of dysfunctional power and ancillary support equipment, or correction of any potential jeopardy conditions that could affect the Services or Segra's network.
6. **Notice of Maintenance.** Segra shall provide Customer with notice of all non-emergency planned maintenance to be performed on Segra's network no later than five (5) business days prior to performing maintenance that, in its reasonable opinion, has a substantial likelihood of affecting the Services. If Segra's planned activity is canceled or delayed, Segra shall promptly notify Customer.
7. **Segra Equipment Protection and Notice of Damage.** Customer shall not and shall not allow any facility, equipment, software, hardware, system, or material that is owned, leased, or otherwise operated or maintained by Segra ("Segra Equipment") to be rearranged, tampered with, moved, removed, disconnected, altered, maintained, interfered with, or repaired without Segra's prior written consent. Customer is responsible for providing and maintaining at no charge to Segra an appropriate operating environment consistent with generally accepted industry standards for any Segra Equipment on any premises where Segra Equipment is being used to provide Services to Customer. Customer shall promptly notify Segra of any matters pertaining to any damage or impending damage to or loss of the use of Segra Equipment, Services, or Segra's network that could reasonably be expected to adversely affect Segra's Equipment or Services.
8. **Internet Data Flow and Warranties.** Customer acknowledges and agrees that because the flow of data to or from and through the Internet is dependent upon the performance of services provided or controlled by third parties, Segra cannot guarantee uninterrupted Service for Internet access and use, and Segra warrants that it will use commercially reasonable efforts to remedy impairment or disruption of Customer's access to the Internet through Segra's Equipment, provided however, that any such interruption or impairment is directly attributable to Segra's Equipment. Customer also acknowledges and agrees that the actual transmission speeds for Internet transmissions delivered by Segra may vary from the transmission speeds otherwise expected by Customer based on such factors as the length and gauge of the line servicing Customer, and other operational characteristics of facilities used by Segra and/or Customer. Segra DISCLAIMS ALL WARRANTIES, EXCEPT FOR THE WARRANTY TO USE COMMERCIAL REASONABLE EFFORTS TO REMEDY IMPAIRMENT, EITHER EXPRESSED, IMPLIED, OR BY OPERATION OF LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE FOR INTERNET SERVICE.



## Lit Service Order

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9. Ownership and Encumbrances. Customer acknowledges that it has no title to any fiber, facilities, equipment, or materials provided by Segra and shall not in any way encumber the Services, cable, or any property that is the subject of or related to a Service Order.
10. Term.
  - (a) Terms and Conditions. These Terms and Conditions shall apply immediately upon the full execution of a Service Order between Segra and Customer and shall continue in effect so long as there is an active and related Service Order in effect that is governed by these Terms and Conditions.
  - (b) Service Order Term. Subject to the requirements established in Section 2 of this Service Order, the term of each Service Order shall commence upon installation of all Services listed within the Service Order and continue in effect for the period set forth therein (the "Service Order Term"). If a Service Order contains multiple Services, Customer shall be invoiced for its first monthly recurring charge upon installation of the first Service. Each subsequent monthly recurring charge shall be pro-rated based on the Services that have been installed until all Services have been installed, at which time the monthly recurring charge shall be the total monthly recurring charge listed in the Service Order and this total monthly recurring charge shall continue for the entire Service Order Term listed in the Service Order. For clarity, on a multi-circuit Service Order, the Service Order Term shall commence upon the installation of all circuits.
11. Upgrades, Changes, Additions, and Porting.
  - (a) Changes. These Terms and Conditions specifically contemplate the possibility of Customer adding to or changing Services. Customer acknowledges that changes to the Services may involve changes to MRC or NRC. Unless otherwise agreed upon, changes and additions to the Services will not impact the applicable Service Order Term.
  - (b) Portability. Subject to fiber availability and Segra's discretion, Customer shall have the option to port the Services to a new location and Segra shall waive any applicable early termination charges so long as:
    - (i) the new, ported location is "On-Net," meaning Segra will incur no construction or related costs to provide service to the new, ported location;
    - (ii) Customer and Segra enter into a replacement Service Order for a term equal to or greater than the term remaining on the Service Order being replaced;
    - (iii) the replacement Service Order contains the same or greater monthly recurring charges as the Service Order being replaced; and
    - (iv) Customer pays a non-recurring charge to cover any construction, splicing, or other costs related to the replacement Service Order, if applicable.

Any changes, including ported services, must be memorialized in an amendment, statement of understanding, Service Order, or other document signed by both parties.
12. Early Termination. In the event that Segra cancels or terminates a Service or Service Order for Customer Default (as "Customer Default" is defined in Section 16(a)) or Customer cancels or terminates any Service or Service Order for any reason other than Segra Default (as "Segra Default" is defined in Section 16(b)) ("Early Termination"), (i) Segra may immediately stop work without further notice; (ii) Customer shall not be entitled to a refund of any prior consideration paid; and (iii) Customer shall pay an early termination fee to Segra which shall be equal to (i) 100% of the remaining monthly recurring charges plus (ii) any waived or otherwise unpaid NRC or special construction charges, plus (iii) any fees payable to third parties and attributable to the terminated services, if any, to the extent such fees are not captured by the amounts in subsection (i) of this section (together, the "Early Termination Liability" or "ETL"). ETL shall be due and payable in accordance with Section 3. The parties agree that ETL is a reasonable estimate of liquidated damages and not a penalty.
13. Relocation Procedures. If Segra determines or is required by a third party with applicable legal authority to relocate all or any portion of the facilities, materials, or equipment used to furnish Services to Customer, Segra shall provide Customer notice of any such relocation, if possible. Segra shall employ commercially reasonable efforts, in coordination with Customer, to accomplish the relocation. If the relocation is necessitated solely by Segra, Segra shall be responsible for the cost of such relocation. If the relocation is necessitated by Customer, Customer shall be responsible for the cost of such relocation. If the relocation is necessitated by a third party with legal authority, Customer shall pay its Proportionate Share of the costs. "Proportionate Share" means a fair reasonable amount determined by Segra in good faith.
14. Condemnation and Eminent Domain. In the event that a Service or any portion of a Service becomes the subject of a proceeding by any governmental agency or other party having the power of eminent domain for public purpose or use, Segra and Customer shall be entitled, to the extent permitted by law, to participate in such condemnation or eminent domain proceeding for compensation by either joint or separate awards for the economic value of their respective interests in the Services that are subject to the condemnation or eminent domain proceeding.
15. Termination for Lack of Rights. Segra may terminate any affected Service without liability to Customer if: (i) Segra's applicable franchise authority is cancelled or terminated; (ii) Segra is prohibited from furnishing the Services by regulation, statute, court order, or ruling by any other federal, state or local governmental authority; or (iii) Segra's pole attachment, conduit use, or other necessary rights are terminated or become subject to such restrictions or conditions that continuation of the applicable Service is impracticable or prohibited.
16. Default and Cure.
  - a. Customer Default. Customer shall be in default ("Customer Default") under these Terms and Conditions and/or a Service Order in the event of any of the following:
    - i. Customer fails to make a payment of any undisputed amount required under a Service Order and such failure continues for more than seven (7) days after Customer receives written notice of such failure from Segra; or
    - ii. Customer fails to comply with any material obligation, agreement, term, or provision of these Terms and Conditions or a Service Order not contemplated under subsection (i) above and such failure continues for more than thirty (30) days after receipt of written notice of such failure from Segra; or
    - iii. Customer's use of a Service will violate any law or cause Segra to violate any law; or
    - iv. Customer becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition;
    - v. Customer becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors and such petition or proceeding is not dismissed within thirty (30) days of filing;
    - vi. Customer's use of the Services would cause a forfeiture of the rights of Segra to occupy the property where such Services or other Segra facilities are located; or
    - vii. Customer or Customer's end-user's equipment, or anyone acting on Customer's behalf, interferes with the operational integrity of the Segra's fiber, equipment, or network. In the event of such interference, Segra may immediately suspend the Service(s) and/or take any steps necessary to remedy the interference.
  - b. Segra Default. Segra shall be in default ("Segra Default") in the event Segra fails to comply with any material obligation, agreement, term, or provision and such failure continues for more than thirty (30) days after receipt of written notice of such failure from Customer; provided however, that if such default cannot reasonably be cured within thirty (30) days and if Segra is proceeding promptly and with due diligence in curing the default, the cure period shall be automatically extended as may be necessary.

Any event of default may be waived at the non-defaulting party's option. Upon the failure of a party to cure a default after notice thereof from the other party and expiration of the above cure periods, the non-defaulting party may, subject to these Terms and Conditions, terminate the affected Service and/or pursue any remedies it may have under applicable law or principles of equity relating to such default. Notwithstanding the foregoing, default by one party with respect to a Service shall not be deemed to be a default with respect to another Service.



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17. **Indemnification.** To the maximum extent permitted by law, Segra and Customer shall indemnify, defend, and hold harmless each other, their directors, officers, employees, representatives, trustees, and affiliates from and against all costs, liabilities, losses, and expenses (including reasonable attorney's fees) resulting from any third party claim, demand, suit, action, judgment, loss, or proceeding brought against the other Party for (a) personal injury, including death; (b) damage to any personal or real property; (c) any unauthorized use of either Party's facilities; (d) violation of an intellectual property right arising directly or indirectly from the negligence or intentional acts or omissions of the other Party or its representatives or agents; (e) any misrepresentations regarding (i) either Party's name listed in this Service Order, and (ii) the authorized signer of this Service Order; or (f) any breach of Segra's Acceptable Use Policy caused by Customer or its end users. Each Party represents and warrants that (i) such Party's name listed in this Service Order is a legally valid and existing business in the state in which Services are provided, and (ii) the person who signs this Service Order has proper authority to bind such Party to this Service Order and the terms and conditions contained herein.
18. **Limitation of Liability.** IN NO EVENT SHALL Segra OR ANY OF ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, PARTNERS, TRUSTEES, REPRESENTATIVES, AGENTS, AFFILIATES, OR PARENT COMPANIES BE LIABLE FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, THE COST OF REPLACEMENT SERVICES, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, RELIANCE, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES, WHETHER IN CONTRACT, TORT, OR OTHERWISE.
19. **Taxes and Governmental Fees.** In the event Segra is assessed taxes, charges, or fees (hereinafter "**Taxes**") related to a Service being provided to Customer, Segra shall bill such Taxes to Customer in the manner and for the amount permitted by law. Taxes include federal, state or local sales, gross receipts, occupation, franchise, governmental assessments, regulatory charges, state and federal USF charges, excise, or other similar transfer taxes. Segra shall not bill to or otherwise attempt to collect from Customer any tax with respect to which Customer has provided Segra with a valid exemption certificate. For clarity, Taxes shall not include taxes on Segra's income.
20. **Notice.** All notices and communications concerning or relating to Services shall be in writing and addressed to the other party using the information listed below. If Customer's notice address information is not listed below, the notice address shall be any address listed in a Service Order. Any notice or communication required or permitted to be given hereunder shall be in writing and may be delivered by hand, deposited with a nationally recognized overnight courier, sent by confirmed electronic mail, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party or to such other address as either party may notify the other in writing from time to time. Such notice will be deemed to have been given as of the date given by hand or electronic confirmation, the day after deposit with a nationally recognized overnight courier, or five (5) days after it was mailed.
  - a. If to Segra:
 

120 W 12<sup>th</sup> Street, Floor 11  
 Kansas City, MO 64105  
 Attn: Legal Department  
 SegraLegal@Segrafiber.com
  - b. If to Customer:
21. **Splicing.** In order to maintain the integrity of Segra's cable and network, Segra or a contractor operating under Segra's direction shall perform all splicing related the Services. Any splicing not anticipated or accounted for at the time an applicable Service Order is executed ("Additional Splicing") shall be performed by Segra and Customer shall be responsible for the actual cost of splicing which shall include, but not be limited to, all necessary hardware, permitting, engineering, and installation labor. If Customer desires future expansion at splice points other than at the Points of Demarcation listed in a Service Order, then Customer must request such future expansion from Segra. Segra will grant requests in its sole discretion.
22. **Force Majeure.** Segra shall not be in default with respect to any failure or delay in performing its obligations hereunder to the extent that such failure or delay is caused by acts of nature, God, wars, revolution, civil commotion, acts of public enemy, embargo, acts of government in its sovereign capacity, labor difficulties, strikes, slowdowns, picketing or boycotts, damage to fiber or facilities caused by a third party, delays caused by the inaction of utilities, local exchange carriers, cities, municipalities, or other political subdivisions in granting access to rights of way, poles, or any other required items or any other circumstances beyond the reasonable control and not involving any fault or negligence of the delayed party (each, a "Force Majeure Event"). If a Force Majeure Event occurs, Segra shall be excused from performance under the applicable Service Order on a day-to-day basis during the continuance of such Force Majeure Event.
23. **Assignment.** Customer may not assign or otherwise transfer a Service, Service Order, or its rights or obligations without the prior written consent of Segra. Any attempted assignment in contravention of this provision shall be null and void. Segra may at any time, without consent but on written notice to the other party, assign its rights and obligations under a Service Order and these Terms and Conditions to (i) any Affiliate (as "Affiliate" is hereinafter defined), or (ii) a person, firm, corporation, partnership, association, trust or other entity which purchases all or substantially all of its assets whether via merger, sale, stock purchase, or other similar equity arrangement. Any assignment shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns. Segra shall have the right at any time, without the prior consent of Customer, to mortgage, pledge, or grant a security interest in Service Orders or any of Segra's system in connection with any borrowing or financing activity of Segra. "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this section, means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity.
24. **Warranties Relating to Validity.** In addition to any other representations and warranties contained herein, Customer represents and warrants to the other that (a) it has the full right and authority, and has taken all necessary corporate or similar action, to enter into, execute, deliver, and perform its obligations and (b) its execution of and performance shall not violate any applicable existing regulations, rules, statutes, or court orders of any local, state, or federal government agency, court, or body.
25. **Confidentiality.**
  - a. **Confidential Information.** For the purposes hereof, "Confidential Information" shall include any and all information that Segra holds as confidential or proprietary, including, without limitation, (i) all technical information, including, without limitation, product data and specifications, know-how, formulae, software, source codes and other software information, processes, inventions, research projects, derivative works, and product development; (ii) all business information of or relating to Segra, including, without limitation, accounting and financial information, sales and marketing information, research, investment analyses, investment strategies and techniques, investment transactions and holdings, plans or strategies, processing, equipment designs, clients, personnel, know-how, data and material used or licensed by Segra, including computer software, programming, research, financial information and analyses and the like, and documentation relating thereto; (iii) Segra employee or customer information; (iv) Segra's confidential information disclosed to the other by third parties; (v) rates, terms, or other information relating to Services, and (vi) any information which a reasonable person would deem to be confidential. Customer shall not disclose any of the Segra's Confidential Information to any third party or use any of Segra's Confidential Information for any purpose other than in connection with the receipt of services hereunder. Customer will not use Segra's name or the name(s) of any Segra product(s) or service(s) publicly without Segra's prior written consent. Segra's Confidential



## Lit Service Order

#54863

Information shall remain its property and shall be either returned to Segra or destroyed promptly upon the termination of a Service Order or applicable Service. If Confidential Information is destroyed, Customer must certify to the destruction. Customer shall not appropriate Confidential Information for its benefit or the benefit of any third party.

- b. Obligation to Disclose. Customer will promptly notify Segra if Customer receives a demand from a third party for Confidential Information and Customer shall not disclose the same to such third party without the prior written consent of Segra, except as required by law. If Customer believes that it is legally required to disclose any of the Discloser's Confidential Information, Customer will not disclose such Confidential Information until Customer has notified Segra and Segra shall be entitled to seek a protective order or other appropriate remedy. In the event that Customer is required by law to disclose any Confidential Information, Customer will furnish only the portion of the Confidential Information that is legally required and will exercise commercially reasonable efforts to obtain a protective order or other reliable assurance that the Confidential Information will be treated as confidential upon terms substantially the same as contained herein.

26. Miscellaneous.

- a. Negotiated Agreement. These Terms and Conditions and any related Service Order have been fully negotiated between and jointly drafted by Segra and Customer.
- b. Document Precedence. In the event of a conflict between the provisions of these Terms and Conditions and an applicable Service Order, the provisions of the applicable Service Order shall prevail.
- c. Limited Effect of Waiver. Any waiver or failure to enforce a provision of these Terms and Conditions or any Service Order shall not be construed as a general waiver or relinquishment of the provision.
- d. Governing Law. All terms shall be construed in accordance with the laws of the state of Texas, without reference to its conflict of law provision. The obligations, rights, and remedies of the parties hereunder shall be determined in accordance with such laws.
- e. Intentionally Omitted.
- f. Severability. If any term or provision is determined to be invalid or unenforceable by a court or body of competent jurisdiction, both parties shall be relieved of all obligations arising under such provision and the applicable term or provision shall be deemed amended by modifying such provision to the extent necessary to make it valid and enforceable while preserving its intent.
- g. Integration. This document constitutes the entire and final agreement and understanding between Segra and Customer with respect to the subject matter hereof and may be supplemented with additional provisions as listed or described within a Service Order.
- h. Amendment. These Terms and Conditions and any Service Order may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of Segra and Customer.
- i. Acceptable Use. Customer represents and warrants that it shall comply with all relevant laws pertaining to the Services and Customer's use thereof. Customer further represents and warrants that at all times Customer shall conform its use of the Service to the Segra Acceptable Use Policy, which is available at <https://www.segra.com/legal/>.



# Lit Service Order

#54863

Exhibit A

## SERVICE LEVEL AGREEMENT

### Ethernet Services

This Service Level Agreement (the "Ethernet SLA") is made by and between Town of Addison ("Customer") and Unite Private Networks, LLC d/b/a Segra ("Segra") and is related to the Ethernet Services provided to Customer under Lit Service Order #54863 (the "Lit Service Order"). Customer and Segra both may hereinafter be referred to individually as a "Party" or jointly as the "Parties." This Ethernet SLA sets forth the provisions and commitments relating to the service quality between Segra and Customer and states Customer's sole and exclusive remedies for service interruptions or service deficiencies. This Ethernet SLA applies exclusively to Segra's Ethernet Private Line and Ethernet Local Area Network services.

1. **Availability Goal.** Segra maintains a goal of 99.99% availability on all Ethernet Services and strives to repair all service impacting conditions within four (4) hours of discovery. Recovery time for a failed node is generally less than one (1) second on a protected ring. All Segra services are non-protected unless otherwise noted in the Lit Service Order.
2. **Outage.** Customer acknowledges the possibility of an interruption in Service that results in a partial or total disruption which, subject to the exclusions and restrictions noted below, constitutes an "Outage." If a Service experiences an Outage ("Affected Service"), Segra will immediately commence work to repair the Affected Service upon discovery of the Outage.
3. **Outage Credit.** Unless stated otherwise herein, Customer may be entitled to a credit based upon the Outage time experienced by an Affected Service. The credit amount is calculated by determining the percentage of time (calculated in minutes) that the Affected Service experiences an Outage, within a calendar month, in relation to the total calendar monthly minutes of the Service ("Outage Minutes %"). The amount of the credit shall be the Outage Minutes % multiplied by the applicable monthly recurring charge ("MRC") for the Affected Service ("Outage Credit"). In no event shall credits be provided to Customer in an amount that exceeds the MRC for the Affected Service.
4. **Trouble Ticket.** To receive an Outage Credit, Customer must initiate a trouble ticket at the time of the Outage by contacting Segra at the Escalation Contact List noted below. The Outage shall be deemed to have commenced upon verifiable notification of outage and initiation of trouble ticket. The Outage shall end upon restoration of the Affected Service as evidenced by appropriate network tests by Segra.
5. **Outage Credit Request.** Customer's request for an Outage Credit shall be submitted within thirty (30) calendar days of the end of the calendar month in which the Outage occurs. Requests shall be submitted to Unite Private Networks, 120 W. 12<sup>th</sup> Street, Floor 11, Kansas City, MO 64105, Attn: Billing Dept. or to credits@Segrafiber.com.
6. **Payment of Outage Credit.** All approved Outage Credits shall be credited on the next monthly invoice for the Affected Service following Segra approval of the Outage Credit.
7. **Remedies.** The Outage Credits described herein shall be the sole and exclusive remedy of the Customer in the event of any Outage or other disruption of Service, and under no circumstances shall either be deemed an event of default under this Ethernet SLA or a Lit Service Order. The Parties agree that no third party is or shall be entitled to bring any action to enforce any provision of this Ethernet SLA against any Party hereto, and that this Ethernet SLA shall be enforceable only by the Parties hereto or their respective successors or permitted assignees.
8. **Third-Party Provider Credit.** Notwithstanding anything to the contrary, in the event an Affected Service is being provided by Segra through any third-party fiber or equipment, Customer shall not be entitled to any outage credits or recompense in excess of what is provided to Segra by the applicable third-party. In that event, Customer shall receive a credit equal to the lesser of (i) an Outage Credit as described in Section 3 above, or (ii) a pass-through of applicable credits provided to Segra by the third-party.
9. **WARRANTY DISCLAIMER.** EXCEPT FOR THE WARRANTIES CONTAINED HEREIN, Segra DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
10. **LIMITATION OF LIABILITY.** NEITHER PARTY, THEIR EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS SHALL BE LIABLE IN ANY WAY WHATSOEVER, FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR BUSINESS REVENUE, LOST BUSINESS, FAILURE TO REALIZE EXPECTED SAVINGS, OR OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND WHATSOEVER, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE BY EITHER PARTY, OR THEIR EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS.
11. **Outage Exclusion.** An Outage shall not be deemed to have occurred in the event that the Service is unavailable or impaired due to any of the following (each, an "Outage Exclusion"):
  - 11.1 Interruptions on a Service for which the start of Service has not yet commenced.
  - 11.2 Interruptions caused by the negligence, error, or omission of Customer or others authorized by Customer to access, use, or modify the Service or equipment used by Customer.
  - 11.3 Interruptions due to power failure at the service location or the failure or poor performance of Customer provided equipment ("CPE").
  - 11.4 Interruptions during any period in which Segra is not afforded access to the premises and/or its facilities, provided such access is reasonably necessary to prevent a degradation or to restore Service.
  - 11.5 Interruptions during any period that Segra has communicated to Customer that the Service will be unavailable for maintenance or grooming purposes, or Customer has released the Service to Segra for the installation of a Service.
  - 11.6 Interruptions during any period that Customer elects not to release the Service for testing and/or repair and continues to use it on an impaired basis.
  - 11.7 Interruptions resulting from Force Majeure.
  - 11.8 Interruptions resulting from Customer's use of any Service in an unauthorized or unlawful manner.
  - 11.9 Interruptions resulting from a Segra disconnect for cause.
  - 11.10 Interruptions resulting from incorrect, incomplete, or inaccurate documentation or direction from Customer (including over subscription of circuits by Customer and improper or inaccurate network specifications provided by Customer).
  - 11.11 Segra's inability to initiate Service by the applicable installation date.
  - 11.12 Interruptions in service not caused by failure of the Segra network.
  - 11.13 Interruptions resulting from damage to fiber or facilities caused by a third party.



Lit Service Order  
#54863

This Service Order includes and incorporates by reference the Terms and Conditions Applying to Lit Services attached hereto (the “Master Services Agreement”). Customer and Segra agree to be bound by the MSA.

Unite Private Networks, LLC d/b/a Segra:

Town of Addison:

DocuSigned by:

Cliff McDow

Authorized Signature: 87327C67A53046D...

Authorized Signature:

Name: Cliff McDow

Name:

Title: VP Enterprise South

Title:

Date: 5/29/2025

Date:

## **2025 City Council Regular Meeting**

**5. a.**

**Meeting Date:** 06/24/2025

**Department:** Finance

**Key Focus Areas:** Financial Health and Organizational Excellence

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### **AGENDA CAPTION:**

Present, discuss, and consider action on an Ordinance to repeal Section 74-32 Taxation of Motor Vehicles Leased for Personal Use of the Code of Ordinances.

### **BACKGROUND:**

Motor vehicles leased for personal use after January 2, 2001, may be exempt from property taxes. Tax Code Section 11.252 defines these vehicles as passenger cars or trucks with a shipping weight of less than 9,000 pounds. The law defines “personal use” as using the vehicle more than 50% of its mileage for activities that do not involve the production of income. Cities were given the option to continue taxing personal-use leased motor vehicles if the city adopted an ordinance to do so before January 1, 2002. The Town of Addison passed Ordinance No. 001-045 to continue taxing personal-use leased motor vehicles.

### **Council Discussion and Proposed Ordinance**

Staff presented information regarding the collection of property tax on personal-use leased vehicles in Addison at the May 27, 2025 City Council meeting. During that meeting, the Council directed staff to bring forward an ordinance to repeal the tax on personal-use leased motor vehicles.

Staff was advised by the Dallas Central Appraisal District (DCAD) that attempting to change the appraisal roll outside of the timeline provided by them at the beginning of the appraisal process can create errors and / or delays in the delivery of an accurate appraisal roll. For this reason, staff recommends that the ordinance to repeal the tax on personal-use leased motor vehicles becomes effective for the tax year beginning on January 1, 2026.

### **FISCAL IMPACT**

Repeal of the personal-use leased motor vehicle tax will reduce property tax revenue by approximately \$120,000 per year beginning in Fiscal Year 2027.

### **RECOMMENDATION**

Staff recommends approval.

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Presentation - Personal Leased Vehicle Property Tax Repeal  
Ordinance - Personal Leased Vehicle Property Tax Repeal

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# Personal Leased Vehicle Property Tax Repeal

The logo for Addison, featuring the word "ADDISON" in a bold, blue, sans-serif font, centered within a white circle. This circle is set against a blue background that has a diagonal white line running from the top-left to the bottom-right, creating a triangular shape on the right side of the slide.

**ADDISON**

**June 24, 2025**

Steven Glickman, Chief Financial  
Officer

- At the May 27, 2025 City Council Meeting, staff briefed the Council on the history of the personal-use leased motor vehicle tax in Addison.
- Council directed staff to bring forward an ordinance to repeal the tax.
- Staff contacted the Dallas Central Appraisal District (DCAD) regarding timing and the effective date of the change.
- DCAD advised that attempting a change during the current appraisal process may result in errors and / or delays in delivery of an accurate appraisal roll.

- This ordinance repeals Section 74-32 of the Code of Ordinances: Taxation of Motor Vehicles Leased for Personal Use.
- The ordinance would become effective for the tax year beginning January 1, 2026. This falls in the Town's 2027 fiscal year.
- Beginning in Fiscal Year 2027, the Town would estimate an approximate reduction of \$120,000 in property tax revenue.

?

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

**AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, REPEALING SEC. 74-32 (TAXATION OF MOTOR VEHICLES LEASED FOR PERSONAL USE) OF THE CODE OF ORDINANCES FOR THE TOWN OF ADDISON, TEXAS; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Addison, Texas (“Town”) is a home rule municipality having full power of local self-government pursuant to Article 11, Section 5 of the Texas Constitution and its Home-Rule Charter; and

**WHEREAS**, the City Council originally adopted Section 74-32 of the Code of Ordinances (Taxation of motor vehicles leased for personal use) for the purpose of imposing a tax on leased motor vehicles which would otherwise be exempt from ad valorem taxation as provided by subsection (f) of Texas Tax Code § 11.252; and

**WHEREAS**, the City Council has determined that local taxation of motor vehicles leased for personal use is no longer necessary or desirable; and

**WHEREAS**, the City Council further finds that the original purpose of Section 74-32 has been achieved and that it is presently in the best interest of the public to repeal Section 74-32 of the Town’s Code of Ordinances in its entirety.

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

**SECTION 1.** Section 74-32 of the Code of Ordinances for the Town of Addison, Texas, is hereby repealed in its entirety, effective January 1, 2026, and shall thereafter be reserved for future use.

**SECTION 2.** 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 3.** All ordinances of the Town in conflict with the provisions of this ordinance be, and the same are hereby repealed, and all other ordinances of the Town not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 4.** Any ad valorem tax assessed for tax years occurring before the

effective date of this ordinance is governed by prior law and ordinances in effect when the tax was assessed, and the former law is continued in effect for this purpose.

**SECTION 5.** This ordinance shall become effective from and after its passage and approval and after publication as may be required by law or the Charter.

**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas, on this the **24<sup>th</sup>** day of **June**, 2025.

**TOWN OF ADDISON, TEXAS**

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Whitt Wyatt, City Attorney

## 2025 City Council Regular Meeting

5. b.

**Meeting Date:** 06/24/2025

**Department:** Parks & Recreation

**Key Focus Areas:** Infrastructure Development and Maintenance  
Vibrant and Active Community

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### **AGENDA CAPTION:**

Present, discuss, and consider action on a Resolution approving a construction services agreement with ALCC, LLC dba Perfect Finish Landscaping for the Les Lacs Pond Improvements Phase 2 in an amount not to exceed \$541,396.00; authorizing the City Manager to execute the agreement; and providing an effective date.

### **BACKGROUND:**

The Les Lacs Pond Liner Placement project was initiated in response to deterioration of the existing synthetic liner, increased silting, water quality concerns, and pond edge failure. In 2017, the Town retained Westra Engineers to conduct schematic design and lead a comprehensive stakeholder engagement process. Based on this work, the project was included in Proposition C of the 2019 Bond Election, which was approved by Addison voters.

Following the bond approval, the Town advanced the design. In June 2022, Council approved a professional services agreement with Westra Consultants, LLC to prepare construction documents. The initial design featured an HDPE liner and included alternate bid options. The project was issued for bid but no responses were received despite extensive outreach. Staff gathered feedback from prospective bidders and presented their findings to Council. In September 2023, Council directed staff to revise the plans into two separate construction phases and incorporate a clay liner and pond deepening—both aimed at improving water quality and project longevity.

### **Phase 1**

For this project, the Town opened Competitive Sealed Proposals (CSP) for Phase I on February 15, 2024. CSP is a procurement method by which a governmental entity requests proposals for which contractors submit a sealed proposal which is evaluated on predetermined criteria. The Town received one bid from Texas Standard Construction (TSC), which exceeded the cost estimate. Staff worked with TSC to identify cost drivers—timeline constraints, wall revisions, and phasing—and negotiated a phased approach:

- Phase I: Pond work (under TSC contract)

- Phase II: Screening wall, landscaping, and irrigation (item for consideration)

Phase I reached substantial completion on May 26, 2025. The contractor is addressing punch list items and demobilizing, allowing Phase II to begin.

## Phase II Bidding

On April 22, 2025, CSP Bid #25-155 was issued for Phase II with an estimated cost of \$600,000. Proposals were opened on May 20, 2025 and evaluated based on the following criteria:

- Cost (50 pts)
- Relevant experience (25 pts)
- Team qualifications (15 pts)
- Construction timeline (10 pts)

## Bid Results

Contractor	Base Bid	Days	Score
ALCC, LLC	\$492,178.54	90	99.0
The Fain Group	\$587,000.00	-	81.92
C Green Scaping	\$587,907.00	110	89.86

The evaluation committee selected ALCC, LLC (Perfect Finish Landscaping) as the best value. Staff recommends awarding the contract, which includes a 10% contingency of \$49,217.46, for a total Phase II budget of \$541,396.00.

## FISCAL IMPACT

This contract establishes a total project budget for Phase II of \$541,396.00. This budget consists of \$492,178.54 for the base bid plus an owner's contingency allowance of 10% or \$49,217.46, representing a buffer for unforeseen costs related to unexpected site conditions or other factors. Funding sources are a combination of 2019 Bond Program and Stormwater Bonds.

Project Funding Sources	Funding Amounts by Source
2021 General Obligation Bonds	\$69,108.00
2022 General Obligation Bonds	\$3,840,556.00
2024 Certificates of Obligation (Stormwater Fund)	\$2,700,000.00
<b>Project Total</b>	<b>\$6,609,664.00</b>

Project Funding Uses	Funding Amount by Use
Design	\$836,420.00
Construction Phase I	\$5,231,848.00
Construction Phase II	\$541,396.00

<b>Project Total</b>	<b>\$6,609,664.00</b>
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No further fiscal impact is expected, as the deepened pond with a new clay liner improves its health and that of the wildlife. New and upgraded fountains, aerators, electrical service, irrigation, landscaping, and a well pump enhance cost efficiency compared to previous conditions.

## **RECOMMENDATION**

Administration recommends approval.

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## **Attachments**

Presentation - Les Lacs Pond Improvements (Phase 2)

Resolution - Les Lacs Pond Improvements (Phase 2)

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# Les Lacs Pond Improvements Project Phase 2 Construction Contract

**June 10, 2025**

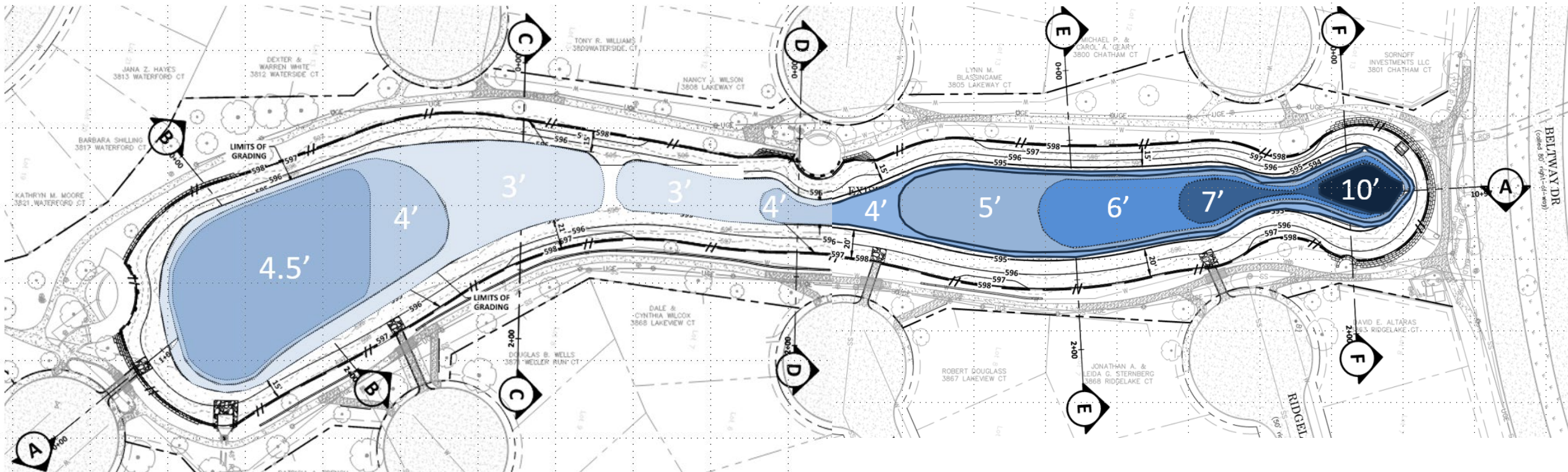
Janna Tidwell, Director of Parks and Recreation

The logo for the City of Addison, featuring the word "ADDISON" in blue capital letters inside a white circle, which is set against a blue background with a white diagonal stripe.

- **September 18, 2024** - Addison staff issued a Notice to Proceed (NTP) to Texas Standard Construction for Les Lacs Pond Improvements Project Phase 1. The project scope included the following items:
  - Closing Beltway Drive from Les Lacs Avenue to Proton Road on the south side of Beltway and constructing a perimeter fence around the pond providing residents with protection from the active construction area.
  - Relocating all fish and turtles to Vitruvian Pond with waterfowl self-relocating.
  - Removing the old HDPE liner and adding a 2' clay liner from local native clay.
  - Deepening at least 50% of the pond bottom from 4' to 10' increasing retention capacity of the pond and reducing overall temperature, benefitting water quality and restricting algae and aquatic weed growth.
  - Adding a stepdown transformer for power to the pond pumps and renovating the electrical equipment area.
  - Creating three pond edge conditions to include natural, a concrete edge wall, and stacked stone walls.
  - Adding 3 new Otterbine aerating pond fountains and 2 new Otterbine high volume pond aerators with lights.
- **May 29, 2025** - Texas Standard Construction nears Substantial Completion of Phase 1 of the project.

# Phase 1 Construction - Pond Deepening

ADDISON



# Phase 1 Construction - Drone Image 5/23/25

ADDISON



# Phase 2 Landscape and Irrigation

- **April 2025** – Staff issued a Competitive Sealed Proposal request (bid) for Phase 2 of the project. The Opinion of Cost was \$600,000. The project scope included the following items:
  - Perform fine grading and plant bed preparation for the entire area surrounding the pond.
  - Provide new landscaping around the pond, especially near the entrances to the public cul-de-sacs and near Beltway Drive.
  - Provide a new irrigation system including tree bubblers, spray heads, and drip irrigation for planting beds.
  - Construct a new crescent shaped wall immediately south of Beltway Drive as a decorative feature with attractive landscaping. Addison Arbor Foundation is proposing to commission a mosaic art piece for the wall.

# Phase 2 Landscape and Irrigation

- **May 2025** – Three (3) bids were received and evaluated by a committee based upon proposed contract cost, previous experience on similar projects, suppliers, contractors, and key personnel, and construction time.

Contractor	ALCC, LLC	The Fain Group	C Green Scaping
Base bid	\$492,178.54	\$587,000.00	\$587,907.00
Construction days	90 days	No response	110 days
Evaluation committee score	99	81.92	89.86

- **June 10, 2025** - Staff recommends Council consider approval of the contract with ALCC, LLC dba Perfect Finish Landscaping in the amount of \$492,178.54, plus a 10% owner's contingency allowance in the amount of \$49,217.46 for unforeseen costs related to unexpected site conditions or other factors, **for a total amount not to exceed \$541,396.00.**
- Phase 2 work is expected to be completed by early October 2025.

- **LES LACS POND IMPROVEMENTS PHASE 1**

- Construction performed by Texas Standard Construction for all standard bid items and deepening approximately 50% of the pond to a 10' maximum (north end) to a 4' minimum with a 2' deep clay liner for an amount not to exceed **\$5,231,847.68.**

- **LES LACS POND IMPROVEMENTS PHASE 2**

- Construction proposed to be performed by ALCC, LLC dba Perfect Finish Landscaping for an amount not to exceed **\$541,396.00.**

- Funding is from a combination of 2019 Bond Program and Stormwater Bonds.

# Questions

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

**ADDISON**

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

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT WITH ALCC, LLC DBA PERFECT FINISH LANDSCAPING FOR THE LES LACS POND IMPROVEMENTS PHASE 2 (BID 25-155) IN AN AMOUNT NOT TO EXCEED \$541,396.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council desires to authorize an agreement with ALCC, LLC dba Perfect Finish Landscaping for the Les Lacs Pond Improvements Phase 2 (Bid 25-155) in conformance with the project documents for City Bid No. CSP 25-155.

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

**SECTION 1.** The City Council hereby approves the contract agreement between the Town of Addison and ALCC, LLC dba Perfect Finish Landscaping for the Les Lacs Pond Improvements Phase 2 (Bid 25-155) in conformance with the project documents identified in the agenda memorandum for this Resolution, in an amount not-to-exceed of \$541,396.00, a copy of which is attached to this Resolution as **Exhibit A**. The City Manager is hereby authorized to execute the agreement.

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

**DULY RESOLVED AND ADOPTED** by the City Council of the Town of Addison, Texas, on this the **10th** day of **JUNE**, 2025.

**TOWN OF ADDISON, TEXAS**

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

**ATTEST:**

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

EXHIBIT A

**CONSTRUCTION SERVICES AGREEMENT**  
**LES LACS POND IMPROVEMENTS PHASE 2 (BID 25-155)**  
(Bid #CSP 25-155)

This CONSTRUCTION SERVICES AGREEMENT (“Agreement”) is made as of the Effective Date by and between **ALCC, LLC dba Perfect Finish Landscaping**, a Texas Limited Liability Company, hereinafter called “Contractor”, and the **Town of Addison, Texas**, hereinafter called “City”.

**RECITALS**

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

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

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

**Section 1.      Scope of Services**

Upon issuance of a written notice to proceed by City, Contractor agrees to provide to City the necessary services, labor, materials, equipment, and supplies to perform the Les Lacs Pond Improvements Phase 2 (Bid 25-155) (the “Project”), such services being more fully described herein and pursuant to the plans and specifications identified in the Contract Documents (defined below).

**Section 2.      Term of Agreement**

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

**Section 3.      Contract Documents**

- (a) This Agreement is a part of the “Contract Documents”, which include:
- (1) This Agreement, including all exhibits and addenda hereto;
  - (2) City’s plans, specifications, and all other contract documents for the Project contained in City’s Bid #CSP 25-155;
  - (3) City’s written notice(s) to proceed to the Contractor;
  - (4) Properly authorized change orders;
  - (5) Contractor’s Bid Proposal (“Proposal” and/or “Response”); and
  - (6) Any other materials distributed by the City that relate to the Project.

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

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

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

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

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

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

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

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

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

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

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

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

## **Section 5. Payment**

(a) Compensation. City agrees to pay Contractor for all services authorized in writing and properly performed by Contractor in a total amount not to exceed FIVE HUNDRED AND FOURTY-ONE THOUSAND, THREE HUNDRED AND NINETY-SIX DOLLARS (\$541,396.00) ("Contract Price"), subject to additions or deletions for change orders and/or extra work agreed upon in writing.

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

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

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

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

## **Section 6.      Performance Schedule**

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

(b)      Costs of Delay. Contractor understands and agrees that time is of the essence of this contract, and that for each day of delay beyond the number of calendar days agreed upon for the completion of the work herein specified and contracted for (after due allowance for such extension of time as may otherwise be provided for extension of time herein), the Owner may withhold permanently from the Contract Price an amount equal to \$600.00 per day, which the parties agree represents a reasonable estimation of the actual costs that would be incurred by the City in the event of such delay. In the event Contractor's performance under this Agreement is delayed or interfered with, regardless of reason, Contractor shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

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

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

(b)      Assignment; Bill of Sale. Contractor agrees, no later than the time of completion of the Project, to assign to City all manufacturer's warranties relating to equipment, materials and labor used in the Project and further agrees it will at all times perform the services in a manner that will, to the greatest extent possible, preserve all manufacturer's warranties. If necessary as a matter of law, Contractor may retain the right to enforce directly any such manufacturers' warranties during the one year period following

the date of acceptance of the Project by City; provided, that City's rights related to the same shall not be subordinate to Contractor's enforcement rights.

CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND SAVE CITY HARMLESS FROM ALL CLAIMS RELATED TO ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND SUPPLIERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT. CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS DESCRIBED HEREIN HAVE BEEN PAID, DISCHARGED OR WAIVED UPON CITY'S WRITTEN REQUEST.

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

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

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

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

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

therefor, having hereby acknowledged that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement. In the event a surety fails to comply with City's written notice provided for herein, then the City may provide for completion of the work in either of the following elective manners:

- (1) the City may employ such labor and use such machinery, equipment, tools, materials and supplies as said City may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to Contractor, which shall be deducted and paid by City out of such amounts as may be due, or that may thereafter at any time become due to the Contractor under this Agreement. In case such expense is less than the sum which would have been payable under this Agreement if the same had been completed by the Contractor, then Contractor shall receive the difference. In case such expense is greater than the sum which would have been payable under this Agreement if the same had been completed by said Contractor, then the Contractor and/or its surety (ies) shall pay the amount of such excess to the City; or
- (2) the City may (under sealed bids when and in the manner required by law) let the contract to another Contractor for the completion of the work under substantially the same terms and conditions which are provided in this Agreement. In the case of any increase in cost to the City under the new contract as compared to what would have been the cost under this Agreement, such increase shall be charged to the Contractor and its surety (ies) shall be and remain bound therefor. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this Agreement, the Contractor and/or its surety (ies) shall be credited therewith.

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

## **Section 9.     Insurance**

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

## **Section 10.   Indemnification**

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

(b)     Contractor's Indemnity Obligation. CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR

DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY CONTRACTOR'S PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE, IN WHOLE OR IN PART, FROM OR ARE ATTRIBUTED TO THE GROSS NEGLIGENCE OF CITY, IN WHICH CASE CONTRACTOR SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONTRACTOR AND/OR ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

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

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

#### **Section 11. Notice**

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

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

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

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

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

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

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

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

#### **Section 14. Miscellaneous**

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

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

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


For City:

For Contractor:

TOWN OF ADDISION, TEXAS

ALCC, LLC DBA PERFECT FINISH  
LANDSCAPING

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

By:  \_\_\_\_\_  
Kenneth Williamson  
CBDO

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

Date: 05/29/2025

Notice Address:

Notice Address:

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

ALCC, LLC dba Perfect Finish Landscaping  
Attn: Kenneth Williamson, CBDO  
5501 Fishtrap Rd  
Suite 331  
Denton, Texas 76208  
E: kenneth@perfectfinish.net

Addison Contract ID:  
CSA\_JLP\_June 10, 2025\_v1.20220628