

TOWN OF ADDISON, TEXAS

ORDINANCE NO. 003-012

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS CREATING A NEW CHAPTER 67, "SPECIAL EVENTS," OF THE TOWN OF ADDISON CODE OF ORDINANCES; ESTABLISHING REGULATIONS GOVERNING SPECIAL EVENTS THROUGHOUT THE CITY; PROVIDING FOR A PENALTY; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; REPEALING DIVISION 2 OF ARTICLE III OF CHAPTER 54 OF THE CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a number of Special Events take place within the Town of Addison each year; and

WHEREAS, the Town of Addison is in the process of expanding its Conference Centre to include outdoor area suitable for various events that will promote tourism and the convention and hotel industry within the Town of Addison; and

WHEREAS, the City Council desires to encourage and increase the use of the Town's Conference Centre; and

WHEREAS, the City Council has determined that it is in the public interest to replace the existing regulations governing Special Events to address events to be held both within and outside of the Conference Centre; Now, Therefore,

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

Section 1. That a new Chapter 67, "Special Events," of the Code of Ordinances of the Town of Addison is hereby created to read as follows:

"Chapter 67

SPECIAL EVENTS

ARTICLE I. GENERAL PROVISIONS

Sec. 67-1. Purpose.

The purpose of this chapter is to facilitate the promotion of events and activities within the Town, especially within the Addison Arts & Events District, to enhance the positive image of the Town, to stimulate significant economic growth, promote tourism and generate revenue for Addison hotels, restaurants and other merchants of the Town.

Sec. 67-2. 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:

Addison Arts & Events District or *District* means that area of real property described in Exhibit A, which is attached hereto and incorporated herein for all purposes, and which includes the newly expanded conference Centre.

Applicant means a Promoter, Planner or host.

City Council means the City Council of the Town of Addison.

City Manager means the City Manager of the Town of Addison.

Conference Centre Manager means the Town official designated by the City Manager as primarily responsible for managing the Conference & Theatre Centre or such official's designated representative.

Demonstration means a public display of the attitude of assembled persons toward a person, cause, issue, or other matter.

District Event means an event held within the District that has or is expected to have an average attendance that equals or exceeds 1,500 participants and spectators for each day of the event. Examples of a District Event include, without limitation, exhibitions, concerts, parades and charity races.

District Function means an event held within the District that has or is expected to have an average attendance of fewer than 1,500 participants and spectators for each day of the event. Examples of a District Function include, without limitation, meetings, conferences, retreats, training sessions, and hospitality functions.

District Pavilion means the structure that is open on three sides and generally located at the corner of Addison Circle and Quorum Drive.

Environmental Services Official means the Town official designated by the City Manager as primarily responsible for environmental services within the Town or such official's designated representative.

Facilities means, without limitation, all equipment, materials and apparatus associated with the conduct of the Special Event, including, without limitation, barriers, cables (electrical or otherwise), safety equipment and devices, fencing, fence covering material, signs, tents, vehicles, fire protection equipment and apparatus, medical equipment and apparatus, seals, wiring, banners, structures and components thereof, furniture, furnishings, special lighting fixtures, trade fixtures and equipment furnished and installed or used in the operation of the event. Facilities

shall include fencing, barriers and other protection equipment necessary to meet all safety standards. The quality level, design and appearance of all facilities shall be of high quality appropriate to the circumstances.

Non-District Event means an event held on either private or public property outside of the District that has or is expected to have an average attendance that equals or exceeds 1,500 participants and spectators for each day of the event. Examples of a Non-District Event include, without limitation, exhibitions, concerts, automobile races, sporting events, air shows, and parades.

Person means an individual, firm, partnership, corporation, association, or other legal entity.

Planner means the person planning a District Function or a Restaurant/Retail Promotional Event, including the Planner's employees, agents, subcontractors, affiliates, successors, Permitted assigns, and other persons controlled by the Planner.

Promoter means the person seeking to hold a District Event, including the Promoter's employees, agents, subcontractors, affiliates, successors, Permitted assigns, and other persons controlled by the Promoter.

Pyrotechnics means small devices intended for professional use, primarily indoors, and which are similar to consumer fireworks in chemical composition and construction.

Reimbursable Costs means all costs and expenses incurred by the Town for activities associated with the staging of a Special Event, including, without limitation, the following:

- (1) Utilities services provided, including all costs for installation, maintenance and connection.
- (2) Repair, maintenance and removal of facilities in the event of a failure of the Planner, Promoter or host.
- (3) Repair of streets, alleys, sidewalks, parks and other public property.
- (4) Police protection.
- (5) Fire protection.
- (6) Emergency medical service.
- (7) Garbage disposal and cleanup.
- (8) Other direct costs associated with the event.

Restaurant/Retail Promotional Event means an event hosted by a restaurant or retail establishment for the purpose of promoting business that, because of its nature or size, requires City services or involves activities that are not allowed by the applicable zoning District.

Special Event means a District Event, District Function, Non-District Event, Restaurant/Retail Promotional Event, or other event that includes activities or facilities that are not allowed by the zoning applicable to the property on which the event is located.

Special Event Committee or Committee means a committee appointed by the City Manager that consists of no less than five people, which may include, as determined by the City Manager to be necessary for an appropriate review, an assistant city manager, the Special Event Manager, the marketing communications manager, the Conference & Theatre Centre Manager, the director of Parks and Recreation, a captain of police, a deputy fire chief, an environmental services official, the building official, the street superintendent, an assistant finance director, and other such additional City staff determined by the City Manager to be appropriate.

Special Event Manager means the Town official designated by the City Manager as primarily responsible for managing Special Events.

Special Event Permit or Permit means the Town's written authorization to hold a Special Event. The Permit may impose terms and conditions, and is subject to the guidelines of the District when held within the District.

Town or City means the Town of Addison, Texas.

Sec. 67-3. Exemptions.

The following are exempt from the operation, rules, and regulations of this chapter:

(1) An event hosted by the Town (i.e., where the Town itself is the Promoter, Planner, or host). This does not include events for which the Town is a sponsor as discussed in Section 67-15 of this chapter.

(2) A private party held on private property and to which the public is not invited, provided such party does not impact public rights-of-way or involve activities or facilities not permitted by applicable zoning regulations.

(3) An event wholly contained on property specifically designed or suited for the event and that holds a certificate of occupancy for such use including adequate parking (e.g., a hotel ballroom).

(4) Funeral processions.

(5) Activities conducted on property under the control of the Addison Park and Recreation Department.

(6) A Demonstration at a fixed location other than the roadway of a street.

Sec. 67-4. Permit Required.

(a) No Special Event may be held within the Town without first obtaining a Special Event Permit. Special Event Permits are issued through the Town of Addison Special Event Division of the City Manager's Office (the "Special Event Division") or as otherwise provided in this chapter. It is encouraged that Special Events be hosted in the Addison Arts & Events District

when appropriate; however, Permits may be obtained for other areas within the Town as determined through the Special Event application process. A Special Event Application Form may be obtained from the office of the Special Events Manager. All applications shall be reviewed on a case-by-case basis.

(b) Except as otherwise provided in this chapter, a Special Event Application Form submitted for a District Event or District Function must be completed and submitted to the Special Event Manager or other City official as provided herein, no less than 120 days prior to a proposed Special Event. The Special Event Manager or other reviewing official may waive the 120 day requirement if the application can be processed in a shorter time period, taking into consideration the nature and scope of the proposed event and the number and types of Permits required to be issued in conjunction with the Special Event Permit. A Special Event Application Form for a District Function for which outdoor space is requested must be submitted no *earlier* than 120 days before the proposed event.

(c) The issuance of a Special Event Permit grants permission to use public property proposed to be used in connection with the Special Event (the "licensed premises"). The use of such property shall be solely for the purpose of constructing, installing, operating and maintaining the Special Event, and for such other purposes consistent with promoting and conducting the Special Event as the Special Event Manager first authorizes in writing.

(d) The issuance of a Special Event Permit authorizes appropriate City departments to issue Permits for activities in connection with the authorized event in locations where such activities would otherwise be prohibited by ordinance.

(e) Personal property, equipment, tents and other facilities erected for the event that are not removed from the licensed premises after the close of the event within the period required by the Special Event Manager or other authorizing official may be removed and stored by the Town at the expense of the Promoter, Planner or host. The Town and its officials, officers, employees and agents shall not be liable for any damage to or loss of any such property or facilities sustained during removal or storage of such property, equipment, tents or other facilities and the Promoter, Planner or host shall indemnify the Town, its officials, officers, employees and agents against all claims for any such damage or loss.

(f) Issuance of a Special Event Permit does not authorize removal or alteration of public property and any such removal or alteration is strictly prohibited except as expressly allowed in writing by the Special Event Manager or other authorizing official.

(g) In addition to complying with all conditions of the Permit and all applicable City ordinances, regulations, rules, policies and guidelines, the Promoter, Planner or host must comply with all applicable federal, state and county laws, rules and regulations. It is the responsibility of the Promoter, Planner or host to obtain all Permits necessary to conduct the event and all Permits required by other governmental authorities shall be obtained and adhered to.

(h) A holder of a Permit may not and shall have no authority, to assign, sell, transfer, pledge, encumber or otherwise convey a Permit or any rights, duties, responsibilities or obligations thereunder, and any such conveyance shall be null and void and may, in the discretion of the Town, result in the revocation of the Permit.

(i) No rights granted by a Permit shall create rights in anyone other than the Permittee.

Sec. 67-5. Right of entry.

The Town through its officials, employees, agents, and representatives shall have the right at all reasonable times to enter upon all premises used in connection with a Special Event for the purpose of inspecting the premises, for observing the performance of obligations under this chapter, and for the doing of any act or thing which the Town may be obligated to or have the right to do under the Permit, this chapter, or other applicable City ordinance, rule or regulation.

Sec. 67-6. Town Services.

To best serve the safety and welfare of the public, the following services shall be provided by the Town when required (as determined by the Special Event Committee) in conjunction with a Special Event.

- (1) Police protection, security and crowd control.
- (2) Fire protection and emergency medical services.
- (3) Park maintenance.
- (4) Street closures.
- (5) Traffic and parking control.

The Promoter, Planner or host shall reimburse the Town for all costs associated with the provision of such services. There will be a four-hour minimum charge for each Town of Addison employee engaged for an event. Depending upon the scope and nature of an event, the Town may require in its discretion that the Applicant engage and reimburse the Town for a Town employee to serve as an overall on-site Event Coordinator to coordinate the provision of Town Services.

Sec. 67-7. Site Plan.

(a) A conceptual site plan of the premises to be used for the event must be submitted at the time of the filing of an application for a Permit.

(b) A final site plan, which must be approved by the Special Event Manager or other reviewing official, must be submitted a minimum of 30 days prior to the event.

(c) The final site plan must be detailed and drawn to scale. It must show the location of concession and display booths, portable toilets, dumpsters, and stages. It must show the location and orientation of loudspeakers, locations for electricity and water, and any other relevant elements.

(d) Once the final site plan is approved, it cannot be altered without the prior written consent of the Town.

(e) Non-substantial on-site adjustments to the conceptual or final site plan may be made in consultation with the Special Event Manager or other approving official.

(f) A walk-through to verify that the actual setup of the event site meets with the approved final site plan shall be conducted prior to the event opening.

Sec. 67-8. Street Closure Plan.

Certain streets within the Town may be temporarily closed to limit or exclude vehicular or pedestrian traffic prior to, during or after a Special Event. An Applicant requesting street closure(s) for a Special Event shall submit for approval a road closure plan showing the layout of all barricades and signs at the time of application. The Committee shall consider such request in evaluating the application and may recommend additional or fewer street closures. Some street closures may require consent of businesses and property owners in the adjacent area. Should street closures be approved, the Town of Addison Street Department shall supervise the placement of all barricades and signs placed on public streets or on any public rights-of-way.

Sec. 67-9. Concessions.

(a) Concessionaires and caterers must be approved by the City. Where otherwise required by law, concessionaires and caterers must obtain a health Permit from the Addison Environmental Health Department a minimum of 30 days prior to the event and pay any required fees for Temporary Food Service Licenses.

(b) A certified bartender shall be used for the service of alcohol when required by the Special Event Manager, other authorizing official, or when otherwise required by law.

(c) The Promoter, Planner or host shall ensure that participants, spectators, and patrons do not carry alcoholic beverages into or out of the event.

Sec. 67-10. Noise.

No loud, excessive or unusual noise is allowed between the hours of Midnight and 7:00 a.m. during setup, operation or teardown of an event. Failure to comply with a request from the

Addison Police Department concerning noise may result in the immediate revocation of the Special Event Permit.

Sec. 67-11. Signs.

(a) All signs used in connection with a Special Event shall be professionally executed and must comply with all applicable ordinances, rules, and regulations of the Town of Addison, and be approved in writing by the Special Event Manager or other reviewing official.

(b) Written permission from the Town must be obtained prior to placing signs on public property. The design and content of signs placed on public property must be approved by the Town. Signs placed on public property must be designed and constructed such that they do not leave adhesive residue on property when removed. Inflated signs anchored to the ground, a building or other structure are prohibited. The release of balloons of any kind is prohibited.

(c) Permanent existing signs on public property may not be removed or covered.

(d) Sponsorship and event signs are allowed on designated light posts and perimeter fencing only with the approval of the Special Event Manager or other reviewing official. Such signs may only be hung by using the bracket provided by the Town or a cable tie. Such signs may only be displayed according to the timeline approved by the Special Event Manager or other reviewing official.

(e) No placard or other form of advertising may be displayed without the prior written approval of the Special Event Manager or other reviewing official. Any placard or other form of advertising erected, maintained or displayed without such consent may be removed by the Town at the Applicant's expense.

(f) The Addison Street Department shall supervise the placement of all directional or promotional signs placed on public streets. The rental cost of directional signs is the responsibility of the Applicant and payment may be required in advance of the event.

(g) For events sponsored by the Town, the Applicant may, with the written approval of the Special Event Manager, produce at its own expense two 30'x 30" vinyl banners (per Town specifications) to be hung on Belt Line Road at Quorum Drive a maximum of two weeks prior to the event.

Sec. 67-12. Directives of Special Event Manager or Other Authorizing Official.

The Promoter, Planner or host shall comply with the printed guidelines and with all other reasonable rules, regulations and directives of the Special Event Manager or other authorizing official as may be issued from time to time.

Sec. 67-13. Cancellation and Revocation.

(a) The Town may, in its sole discretion, postpone, cancel, suspend or close any Special Event or revoke a Permit for any force majeure event (a "force majeure event" means and includes fire, casualty, strikes, lockouts, labor trouble, inability to procure materials or supplies, failure of power, governmental authority, inclement weather, acts of God, war or terrorism or the potential or actual threat thereof, public safety or public welfare considerations, riots, strikes, or local, national or international emergencies, or other reason of like nature).

The Town shall have no liability for such postponement, cancellation, suspension or closing. Further, the Town shall have no liability for failure to postpone, cancel, suspend, or close a Special Event for the above-listed or any other reason.

(b) The Town may revoke a Permit at any time due to the failure of the Permittee to comply with any of the terms or conditions of the Permit, or any other rules and regulations of the Town.

(c) The failure of the Town to revoke a Permit or to exercise any right, power or authority shall not constitute a waiver of the terms or conditions of the Permit and shall not affect the rights of the Town to enforce against any other or subsequent breach by the Permittee.

(d) The revocation of a Permit does not prohibit the Town from exercising any and all additional rights and remedies available at law or equity against the Permittee for failure to comply with the terms and conditions of the Permit, or other ordinance, rule or regulation of the Town.

Sec. 67-14. Indemnity.

An Applicant for a Special Event Permit must execute a written agreement to indemnify the Town and its officers and employees against all claims of injury or damage to persons or property, whether public or private, arising out of the Special Event.

Sec. 67-15. Sponsorship Requests.

The Town will consider sponsoring events on a case-by-case basis. For an event to be considered for sponsorship funds, the Applicant must submit a request for sponsorship along with the Special Event application. Sponsorship requests shall be reviewed by the Committee and a recommendation regarding sponsorship shall be forwarded to the City Manager. In making its recommendation, the Committee shall consider whether the event will promote the Town of Addison in a positive light and whether the event is likely to attract tourists and have a positive economic impact on the Town. The City Manager may authorize sponsorships that do not exceed \$25,000 in expenditures by the City. Sponsorships that exceed \$25,000 in expenditures by the City must be approved by the City Council.

Article II. District & Non-District Events

Sec. 67-16. Application Process.

(a) The Applicant shall contact the Special Event Manager to discuss desired or available dates for the event. An event returning to the District or other location within the Town for a successive year (a "Returning Event") may be given priority consideration for the same time period in which it was held in the previous year(s). If the Special Event Manager determines that review by the Special Event Committee is not necessary for a District Event due to the nature, size or scope of a proposed event, the Special Event Manager may forward the application to the Conference Centre Manager for processing.

(b) At minimum, and in addition to the information required by Article I, the application must contain the following information, all of which is public information subject to the Texas Public Information Act and other applicable law:

(1) Applicant Information – Applicant's name, organization name, type of organization; a representation that the Applicant and organization are in good standing under the laws of the state of Texas and the United States; address, including city, state, zip code, e-mail address and web site address; telephone number; facsimile number; mobile telephone number; pager number; and on-site contact name and mobile telephone number.

(2) Event Information – Event name; dates and times requested; type of event; any previous dates such event has been held; previous attendance; expected attendance; whether the event will be open to the public; admission fee; estimated budget; proposed event area; setup dates; teardown dates; event sponsors; and event beneficiaries.

(3) Event Special Features – Plans for sound amplification; stage; dance floor; food and beverage service, including participating concessionaires and caterers; sale or distribution of alcohol; open flames; cooking; road closures; tents or canopies; temporary fencing; restrooms; sinks; dumpsters; trash containers; trash collection; electrical service; rentals; professional parking/valet; carnival or amusement rides or attractions; climate control; pyrotechnics; seating; animals; barricades; bicycles; decorations; golf carts; inflatables; security; transportation; signage; ticket sales; and any other special features planned for or in conjunction with the event.

(4) Insurance – The Promoter of a District Event or host of a Non-District Event held on public property and all contractors and subcontractors shall purchase and maintain insurance at their own expense during the event and its setup and teardown in the following minimum amounts:

(i)	Statutory Limits of Workers Compensation Insurance	
(ii)	Employers Liability	\$1,000,000.00
(iii)	Commercial General Liability	\$1,000,000.00
(iv)	General Aggregate	\$2,000,000.00
(v)	Product/Completed Operations Aggregate	\$2,000,000.00

(vi)	Personal Injury and Advertising	\$1,000,000.00
(vii)	Per Occurrence	\$1,000,000.00
(viii)	Medical Coverage	\$5,000.00 per person
(ix)	Fire Liability	\$50,000.00 per fire
(x)	Liquor Liability Endorsement	\$1,000,000.00 per claim
(xi)	Comprehensive Automobile Liability (owned, leased, non-owned and hired automobiles)	\$1,000,000.00

The Committee shall review the sufficiency of required policies and, based on the nature of the event, request reasonable changes or increases in coverage. Upon such request, the Promoter shall immediately increase the limits of such insurance to an amount satisfactory to the Town and make other reasonable changes requested. The amount required by the Committee shall be commensurate with other events of the nature of the subject event.

Required policies shall be issued by a carrier that is rated "A-:VII" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas, name the Town of Addison as an additional insured on a primary basis in all liability coverages, and include a waiver of the subrogation endorsement in all coverages in favor of Addison.

Certificates of Insurance shall be delivered to the Special Event Manager at least 30 days prior to the first day of the District Event. Each such Certificate must provide that it shall not be canceled without at least 30 days written notice thereof being given to the Town of Addison. Certified copies of insurance policies shall be furnished to the Town of Addison upon request.

(5) References – List of four organizations Promoter has done business with in connection with the proposed event.

(6) Advertising & Promotion – Listing of types of advertising and promotion, including radio, television, print ads, press releases, fliers, posters, direct mail, etc.

(7) Application Fee – A non-refundable application fee as determined below must be submitted with the application. No application fee is required for a Returning Event, provided there are no significant changes to the previous year's application, as determined by the Special Event Manager.

ESTIMATED ATTENDANCE	APPLICATION FEE
1,500 – 5,000	\$75
5,000 – 10,000	\$100
10,001 – 15,000	\$150
15,001 – 20,000	\$200
Over 20,000	\$250

(8) Security Deposit – A security deposit will be required with each application in an amount determined by the Committee based on the nature, scope and requested location of the event. Additional security may also be required by the Committee for the performance of all terms and conditions of the Permit in the form of a performance bond, letter of credit, or a cashier's check. If so required, the additional security must be submitted in the required form prior to final approval of the application. All checks are to be made payable to the Town of Addison. The Town may apply all or part of the security deposit and additional security to any charges due or to cure any default under the Permit, including, without limitation, charges related to clean-up and restoration of the area where the event is held. Any portion of the security deposit or additional security not used by the Town shall be refunded. If an event is not approved, the security deposit shall be refunded in its entirety.

(c) The Committee shall review the application and make its determination within 30 days after a complete application, including all required fees, has been submitted to the Special Event Division. If the Committee determines that clarification or additional information is necessary for proper consideration of an application, this time period may be extended an additional 10 days from the date clarification or additional information is provided. The Committee may approve, approve with conditions, or deny an application. The Committee may also revoke a Permit if it determines at any time after approval that the event is not in compliance with the Permit or with this chapter. A majority vote or consensus is required for any decision of the Committee. For purposes of this paragraph, three members of the Committee constitutes a majority. In making its determination, the Committee shall consider the following factors:

(1) Whether the application establishes that there will be ample opportunity to properly plan and prepare for the event.

(2) Whether the proposed dates or location conflict with another event or activity.

(3) Whether the Promoter has previous professional experience with hosting an event of the nature or scope proposed.

(4) Whether the proposed event has been held within the Town or the District on a previous occasion.

(5) Whether police, fire, or other Town services will be unduly burdened or adversely affected by the event.

(6) Whether the event is reasonably likely to cause injury to persons or property, to provoke disorderly conduct or create a disturbance.

(7) Whether the Promoter or Applicant owes any taxes, fines or other fees to the Town.

(8) Such other factors as the Committee may deem necessary or important in evaluating an Application.

(9) If the event is to be held within the District, the committee shall consider the following additional factors:

(A) Whether the event is likely to promote tourism by attracting tourists.

(B) Whether the event is likely to have a positive economic impact by generating revenue for Addison hotels, restaurants and other merchants of the Town.

(d) The Special Event Manager shall notify a Promoter in writing of the Committee's decision to deny or approve an event. If an application is approved, the notification must advise the Applicant of the minimum staffing levels for the event, any specific requirements imposed by the Committee and the time frame for completing such requirements.

(e) The Committee's decision of denial may be appealed to the City Manager. The appeal must be in writing and filed with the Special Event Manager within 10 days after the date of denial. If such appeal is not made within this 10-day period, the decision of the Committee shall be final. The appeal shall be decided by the City Manager within 30 days after the date of a timely filed appeal.

(f) Fees and Security Deposits must be in the form of a check, money order or credit card (as directed by the Special Event Manager) in the name of the organization stated on the application and shall be made payable to the Town of Addison. Any amounts invoiced by the Town must be paid within 30 days from the date of the invoice. Amounts not paid within that time period will require interest at the highest lawful rate per annum.

(g) When Town services (including, but not limited to, police personnel, fire and emergency medical personnel, parks department personnel, public works personnel, and equipment) are to be provided, an escrow deposit must be provided to the Town at least 10 days prior to the event in an amount established by the Special Event Manager in a budget for estimated service costs provided by the Special Event Manager. Said budget shall be provided to the Applicant at least 60 days prior to the event. Within 30 days after the event, the Town shall furnish to the Promoter or host a statement reflecting the actual costs incurred by the Town for such services (the "Actual Service Costs"). The Actual Service Costs shall be deducted from the Escrow Deposit and retained by the Town. If the Escrow Deposit exceeds the Actual Service Costs, the Town shall refund the excess amount. If the Escrow Deposit is not sufficient to pay the Actual Service Costs, the difference must be paid by the Promoter or host within 10 days after receipt of notice to pay from the Town. Any interest earned on the Escrow Deposit shall accrue to the benefit of the Town.

(h) An event cancelled or postponed due to a force majeure event (as defined in Section 67-13(a)) may be rescheduled within 90 days following its original date subject to availability of the scheduled location. There shall be no charge for such rescheduling.

Sec. 67-17. Site Use, Space and Commission Fees.

(a) Site Use Fees. For District Events, Site Use Fees shall be required. Site Use Fees include District Space Rental Fees and Commission Fees.

(b) Space Rental Fees. Rental fees for space within the District shall be as established by the Town and may be obtained from the Special Event Manager or from the Conference Centre Manager. *Rental Fees may also be applicable to Non-District Events held on public property.*

(c) Commission Fees. For a District Event, a commission equal to ten percent (10%) of all food and beverage concessions sold during the event by a vendor whose business is located within the Town of Addison and fifteen percent (15%) of all food and beverage concessions sold during the event by a vendor whose business is located outside of the Town of Addison must be paid to the Town within 30 days after the closing date of the District Event. The Security Deposit required by Section 67-16(b)(8) shall not be released until the commission has been received by the Town.

Article III. District Function

Sec. 67-18. Application Process.

(a) For a District Function, a Planner shall contact the Conference Centre staff to discuss available dates for the District Function. If the Conference Centre Manager determines that, due to its nature or scope, a proposed District Function warrants review by the Special Events Manager, the Conference Centre Manager may forward the application to the Special Events Manager for processing.

(b) At a minimum, and in addition to the information required by Article I, the application for a District Function must contain the following information, all of which is public information subject to the Texas Public Information Act and other applicable law:

(1) Planner Information – Applicant's name, organization name, type of organization; a representation that the Applicant and organization are in good standing under the laws of the state of Texas and the United States; address, including city, state, zip code, e-mail address and web site address; telephone number; facsimile number; mobile telephone number; pager number; and on-site contact name and mobile telephone number.

(2) Event Information – Event name; dates and times requested; type of event; any previous dates such event has been held within the Town; previous attendance; expected attendance; admission fee; estimated budget; proposed event area; setup dates; teardown dates; event sponsors; and event beneficiaries.

(3) Event Special Features – Plans for sound amplification; stage; dance floor; food and beverage service, including participating concessionaires and caterers; sale or distribution of alcohol; open flames; cooking; road closures; tents or canopies; temporary

fencing; restrooms; sinks, dumpsters; trash containers; trash collection; electrical service; rentals; professional parking/valet; carnival or amusement rides or attractions; climate control; pyrotechnics; seating; animals; barricades; bicycles; decorations; golf carts; inflatables; security; transportation; signage; and any other special features planned for or in conjunction with the event.

(4) Insurance – Insurance must be provided as required by the Conference Centre regulations, standards or policies. Any insurance provided must name the Town as an additional insured.

(5) Space Use Fees – A list of space use fees may be obtained from the office of the Conference Centre Manager.

(6) Deposit – A deposit shall be required by the Conference Centre Manager and must be submitted with the application. All checks are to be made payable to the Town of Addison.

A pre-event and post-event site inspection may be conducted by the Planner and the Conference Centre Manager to determine existing conditions. The Town may apply all or part of the deposit to any charges due from the Planner or to cure any default of the Planner under the Permit, including, without limitation, charges related to clean up and restoration of any area damaged or altered.

(c) The Conference Centre Manager, along with necessary staff, and the Special Event Manager shall review the application and make a determination within 72 hours after a complete application, including all required deposits, has been submitted and all other requirements have been fulfilled.

(d) In reviewing an application, the following factors shall be considered:

(1) Whether the application establishes that there will be ample opportunity to properly plan and prepare for the event.

(2) Whether the proposed dates or location conflict with another event or activity.

(3) Whether the event is likely to promote tourism by attracting tourists.

(4) Whether the event has been held within the District on a previous occasion.

(5) Whether the event is likely to have a positive economic impact by generating revenue for Addison hotels, restaurants and other merchants of the Town.

(6) Whether police, fire, or other Town services will be unduly burdened or adversely affected by the event.

(7) Whether the event is reasonably likely to cause injury to persons or property, to provoke disorderly conduct or create a disturbance.

(8) Whether the Planner or Applicant owes any taxes, fines or other fees to the Town.

(9) Such other factors as the Conference Centre Manager and the Special Event Manager may deem necessary or important in evaluating an application.

(e) The Conference Centre Manager or Special Event Manager shall notify a Planner in writing of the Managers' decision to deny or approve an event. If an application is approved, the notification must advise the Planner of the minimum Town staffing levels for the event, any specific requirements imposed and the time frame for completing such requirements.

(f) The Planner shall notify the Conference Centre Manager in writing of any cancellation or change of event dates. If Planner cancels within 45 days of the beginning of the event, all rentals, fees and deposits paid by Planner shall be forfeited unless the Conference Centre Manager is able to lease the reserved space during the time of the scheduled event. If the Manager is able to so lease the space, Planner shall be refunded rentals, fees and deposits received less any costs and expenses incurred by the Town due to the cancellation.

(g) If an event is cancelled or postponed due to a force majeure event (as defined in Section 67-13(a)), the Planner may reschedule the event one time at no charge during the thirty (30) day period following the original date of the event, subject to availability of the rental space.

Sec. 67-19. Payment of Fees and Deposits.

All fees or deposits payable to the Town in connection with the event or application must be in the form of a check, money order or credit card (as directed by the Conference Centre Manager) in the name of the organization stated on the application and shall be made payable to the Town of Addison. Any invoiced amounts by the Town to the Planner must be paid within 30 days from the date of the invoice. Amounts not paid within that time period will require interest at the highest lawful rate per annum.

Article IV. Restaurant/Retail Promotional Events

Sec. 67-20. Application Process.

(a) Permit – Prior to holding a Restaurant/Retail Promotional Event, a Permit must be obtained from the Town of Addison Environmental Services Official. A Permit must be obtained from the Special Event Manager if the Environmental Services Official determines that review by the Special Event Manager is appropriate due to the nature or size of a proposed restaurant/retail promotional event. If a Permit is required to be obtained from the Special Event Manager, no Permit is required to be obtained from the Environmental Services Official.

(b) Application – The application form must be completed and submitted to the Environmental Services Official no less than 14 days prior to the proposed event. The Environmental Services Official may waive the 14 day requirement if the application can be processed in a shorter time period, taking into consideration the nature and scope of the proposed event and the number and types of Permits required to be issued in conjunction with the event.

(c) Application Fee – A non-refundable application fee in the amount of \$25.00 must be submitted with each application.

Sec. 67-21. Setup and Tear down.

Setup is allowed no earlier than the day immediately preceding the day of the event and must be completely removed before noon on the next succeeding business day after the event.

Sec. 67-22. Security.

Sufficient security must be provided by a party to whom a Permit is issued to handle larger than usual patronage and festivities. The operator or responsible party for the event must contact the Addison Police Department to discuss the need for and, when required or desired, make arrangements to retain the services of off-duty police officers or other security personnel.

Sec. 67-23. Outdoor Activities.

(a) Outside area to be occupied by customers attending the event must be completely enclosed by a temporary (during the term of the event only) chain-link fence if alcohol is served or allowed to be consumed in such area. If required fencing crosses a fire lane, a 20-foot wide emergency gate must be installed. The gate must be kept closed but unlocked at all times to accommodate public safety vehicles and provide an emergency exit. The fencing set-up must ensure that customers are not forced to re-enter the building in order to vacate the premises in case of an emergency.

(b) All outdoor activities and entertainment must be confined to the area within the premises of the property for which a Permit was issued (and if fencing is required by Paragraph (a) of this section, then such activities and entertainment must be confined to the area within the fencing). Outdoor music must be provided at a volume level that is not distracting to drivers on adjacent or nearby streets and that is not disturbing to adjacent businesses or residents.

(c) All fire lanes throughout the property on which the event takes place must be kept completely unobstructed to vehicular traffic.

Sec. 67-24. Parking.

(a) If parking needs for the event are expected to exceed the area(s) owned by or assigned to the host establishment(s), appropriate parking arrangements must be made with affected properties or establishments.

(b) Any required handicapped parking space affected by the outdoor fencing for the event must be temporarily replaced using a space(s) outside the fenced area that is as close as practicable to the entrance to the establishment. Such temporary space must meet all requirements for handicapped spaces including the required "clear zone" on the driver's side of the vehicle and appropriate signage.

Sec. 67-25. Signage and Decorations.

(a) Notwithstanding any other provision in this chapter, no signs, banners, streamers, lights, vehicles, balloons, inflatables, or any other materials or devices regarding or in connection with the event may be displayed on or within the public right-of-way.

(b) Decorations used on the subject property must be minor in scope and intended only for customers patronizing the event.

Sec. 67-26. Alcoholic Beverages.

(a) Access points into the event area must be constantly manned to prevent patrons from entering or exiting with alcoholic beverages.

(b) A copy of the approval Permit must be provided to the Texas Alcoholic Beverage Commission ("TABC") or its successor agency.

(c) Any required Permit or letter of approval from the TABC must be posted on the premises where the event takes place.

Sec. 67-27. Electrical Work.

Any electrical work performed in connection with the event must be performed by a licensed electrician registered with the Building Inspection Department to do work within the Town of Addison.

Sec. 67-28. Tents.

A flame-spread certificate must be obtained from the tent supplier for each tent used at the event. Such certificate(s) must be readily accessible for inspection by Addison Fire Department personnel.

Sec. 67-29. Outdoor Foodhandling and Food Service Area.

(a) Foodhandling out-of-doors must be limited to cooking and service only. Menu items not cooked outdoors must be provided from the establishment's kitchen.

(b) A 25-foot separation must be provided between the grill or other cooking device and any structure or any materials that will burn.

- (c) Raw foods must be kept at a temperature no warmer than 41° Farenheit.
- (d) To the extent practicable, potentially hazardous foods must be cooked to order, and must be aggressively hot held at a temperature no less than 140° Farenheit.
- (e) A bleachwater rinse must be maintained outside for the purpose of keeping wiping cloths, utensils and food contact surfaces clean and sanitary.
- (f) Sanitary utensils or foodservice gloves must be used for handling ready-to-eat foods.
- (g) At least one chemical fire extinguisher rated at 2A-10BC or larger must be provided in the cooking area and in each tent in accordance with the requirements of the Town of Addison Fire Code. In addition, if charcoal or wood is used for cooking, an approved water fire extinguisher of at least 2 ½ gallons must be provided.

Article V. Enforcement

Sec. 67-30. Offenses.

- (a) A person commits an offense if the person commences or conducts a Special Event:
 - (1) without a Special Event Permit; or
 - (2) in violation of any provision of a Special Event Permit, this chapter, or any other City ordinance or applicable law, rule, standard, or regulation.
- (b) A culpable mental state is not required for the commission of an offense under this section.

Sec. 67-31. Penalty.

- (a) A person who violates a provision of this chapter or a requirement of a Special Event Permit is guilty of a separate offense for each day or part of a day during which the violation is committed or continues.
- (b) Each offense is punishable by a fine not to exceed:
 - (1) \$2,000 for a violation of a provision of this chapter or a requirement of a Special Event Permit governing fire safety, zoning, or public health and sanitation, including dumping or refuse; or
 - (2) \$500 for all other violations of this chapter or requirements of a Special Event Permit.”

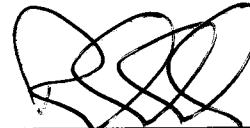
Section 2. That the Town of Addison Code of Ordinances shall remain in full force and effect save and except as amended by this ordinance. This ordinance shall be cumulative of all other ordinances of the City, and shall not repeal any of the provisions of those ordinances or of the Code of Ordinances except in those instances where the provisions of those ordinances or of the Code are in direct conflict with the provisions of this ordinance; provided, however, that an offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

Section 3. That the sections, paragraphs, sentences, phrases, clauses and words of this ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance, and the City Council hereby declares that it would have adopted such remaining portions of this ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 4. That Division 2, "Special Events," of Article III, "Offenses Involving Public Peace and Order," of Chapter 54, "Offenses and Miscellaneous Provisions," of the Town of Addison Code of Ordinances is hereby specifically repealed.

Section 5. That this ordinance shall take effect upon passage and publication as provided by law.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 22nd day of April, 2003.



R. Scott Wheeler, Mayor

ATTEST:

By: 
Carmen Moran, City Secretary

APPROVED AS TO FORM:

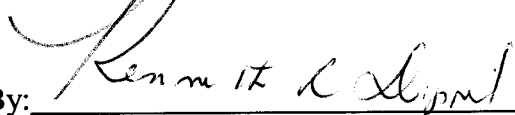
By: 
Ken Dippel, City Attorney

EXHIBIT A
Town of Addison
Arts & Events District

BEING THE TRACTS OF LAND from the Lot 1 Block 1 of the Addison Conference Center – Addison Centre Theater, located in the G.W. Fisher Survey, Abstract No. 482, as recorded in Volume 90241, Page 2807, Plat Records, Dallas County, Texas, and the two Tracts of land out of the J.A. Bryant 15.4-acre tract, located in G.W. Fisher Survey, Abstract No. 482, and the Amended Plat of Addison Circle Phase II, located in the G.W. Fisher Survey, Abstract No. 482, as recorded in Volume 2000153, Page 00015 of the Plat Records, Dallas County, Texas, and the Julian Addition, Lots 13-26, Block A, Lots 1-10, Block B, Lots 1-8, Block C, and Lots 1-4, Block D, located in the G.W. Fisher Survey, Abstract No. 482, and the Addison Circle Phase I Addition, Lot 1, Block A, located in the G.W. Fisher Survey, Abstract No. 482, and the Addison Circle Phase Addition, Lot 1, Block F, located in the G.W. Fisher Survey, Abstract No. 482, and said tracts are more particularly described as follows:

BEGINNING at a ½ – inch iron rod found in the southeast corner of Block 3 of the Addison Arts and Events District plat, and the intersection of the north Right-of-Way (ROW) line of the Dallas Area Rapid Transit (DART) property (100 feet width) and the west ROW line of Quorum Drive (106 feet width);

THENCE south 66°45'00" west along the common Block 3-DART property line, a distance of 671.79 feet to a ½ – inch iron rod with cap stamped, "BHC" found for corner, said corner located at the southwest corner of said Block 3, and on the east ROW line of Julian Street (60 feet width);

THENCE south 89°28'50" west, leaving the property line of said Block 3, across the ROW of said Julian Street, a distance of 59.68 feet to a ½ – inch iron rod found for corner, said corner located on the southwest corner of Block 4 of the said Addison Arts and Events District plat, and the intersection of the west ROW line of said Julian Street, and the north ROW line of Broadway Street (70 feet width);

THENCE south 89°28'50" west, leaving the west ROW line of said Julian Street, along the south property line of said Block 4, and the north ROW line of said Broadway Street, a distance of 100.00 feet to a ½ – inch iron rod found on the southwest corner of said Block 4;

THENCE north 00°19'54" east, leaving the north ROW line of said Broadway Street, along the west property line of said Block 4, a distance of 100.00 feet to an "x" cut in concrete found for corner, said corner being the northwest corner of Block 4, and said corner being on the south property line of Block 2 of said Addison Arts and Events District plat;

THENCE south 89°28'50" west, leaving the west property line of said Block 4 along the south property line of said Block 2, a distance of 91.53 feet to a ½ – inch iron rod with cap stamped, "BHC" found for corner;

THENCE north 89°59'55" west, continuing along the south property line of said Block 2, a distance of 208.55 feet to a ½ - inch iron rod with cap stamped, "BHC" found for corner, said corner being the southwest corner of said Block 2, and located on the east ROW line of Addison Road (60 feet width);

THENCE north 02°51'22" west, leaving the south property line of said Block 2, along the west property line of said Block 2 and east ROW line of Addison Road, a distance of 81.53 feet to a ½ - inch iron rod with cap stamped, "BHC" found for corner;

THENCE north 00°25'50" east, continuing along common line a distance of 185.98 feet to a point for corner, said corner located on the northwest corner of said Block 2 and the intersection of the east ROW line of said Addison Road and the south ROW line of Festival Way (80 feet width);

THENCE north 00°25'50" east, leaving the property line of said Block 2, along the east ROW line of said Addison Road, across the ROW of said Festival Way, a distance of 80.00 feet to a point for corner, said corner located on the southwest corner of Block 1 of said Addison Arts and Events District plat and the intersection of the east ROW line of said Addison Road and the north ROW line of said Festival Way;

THENCE north 00°25'50" east, leaving ROW line of said Festival Way, along the west property line of said Block 1 and the east ROW line of said Addison Road, a distance of 386.88 feet to a ½ - inch iron rod with cap stamped, "BHC" found for corner, said corner being the northwest corner of said Block 1, and the intersection of the east ROW line of said Addison Road and the south ROW line of Addison Circle (variable feet width) formerly know as Mildred Street;

THENCE in a northerly direction leaving the north property line of said Block 1, along the east ROW line of said Addison Road, across the ROW of said Addison Circle to a 1 - inch iron rod found for corner, said corner located on the southwest corner of Lot 1, Block 1 of the said Addison Conference Center - Addison Centre Theatre Plat, and located at the intersection of the east ROW line of said Addison Road and the north ROW line of said Addison Circle;

THENCE north 00°14'31" west, along the west property line of said Lot 1, Block 1 and the east ROW line of said Addison Road, a distance of 422.69 feet to a 1 - inch iron rod found for corner, said corner being the northwest corner of said Lot 1, Block 1, and the southwest corner of A.J. Airoidi Trustee Tract as recorded in Volume 76083, Page 1203, Deed Records, Dallas County, Texas;

THENCE north along the west property line of said Airoidi Tract and the east ROW line of said Addison Road, a distance of 132.5 feet to a point for corner;

THENCE east a distance of 300.4 feet to a point for corner;

THENCE south and parallel to the east ROW line of said Addison Road, a distance of 132.5 feet to a $\frac{3}{4}$ – inch iron rod found for corner, said corner being a northeast corner of said Lot 1, Block 1, and the southeast corner of the said Airolti Tract, and said corner located on the west property line of the Opubco Properties, Inc., Tract, as recorded in Volume 82020, Page 0688, Deed Records, Dallas County, Texas;

THENCE south $00^{\circ}13'45''$ east, along an east property line of said Lot 1, Block 1 and the west property line of said Opubco Properties, Inc., Tract, a distance of 20.92 feet to a $\frac{3}{4}$ – inch iron rod found for corner;

THENCE north $89^{\circ}18'47''$ east, continuing along said common property line, a distance of 284.23 feet to a 1 – inch iron rod found for corner;

THENCE south $00^{\circ}41'13''$ east, continuing along common property line a distance of 202.59 feet to a 1 – inch iron rod found for corner;

THENCE north $89^{\circ}21'53''$ east, continuing along common property line a distance of 80.89 feet to a 1 – inch iron rod found for corner, said corner being a northeast corner of said Lot 1, Block 1, said corner being the northwest corner of the Opubco Properties, Inc., Tract, as recorded in Volume 84151, Page 3619, Deed Records, Dallas County Texas;

THENCE south $00^{\circ}33'29''$ east, along the east property line of said Lot 1, Block 1 and the west property line of said Opubco Properties, Inc., Tract, a distance of 198.20 feet to a $\frac{3}{4}$ – inch iron rod found for corner, said corner being the southeast corner of said Lot 1, Block 1, and the southwest corner of said Opubco Properties, Inc., Tract and said corner located on the north ROW line of said Addison Circle;

THENCE in an easterly direction along the north ROW line of said Addison Circle across the ROW of Witt Place (45 feet width) continuing to a point for corner, said corner being a southeast corner of Lot 2 of Block B of the Addison Circle Phase I as recorded in Volume 97189, Page 1039, Plat Records, Dallas County, Texas, said corner being the intersection of the north ROW line of said Addison Circle, and the west ROW line of said Quorum Drive, said corner being the point of curvature for a non-tangent curve to the right having a radius of 130 feet;

THENCE along the southeast property line of said Lot 2 and the common ROW line of Addison Circle and Quorum Drive along said curve to the right to a point for corner, said corner being a southeast corner of said Lot 2, and the intersection of the north ROW line of said Addison Circle and the west ROW line of said Quorum Drive;

THENCE in an easterly direction along the ROW of said Addison Circle, across the ROW of said Quorum Drive to an “x” cut in concrete found for corner, said corner being a southwest corner of Block E of the said Addison Circle Phase II Amended plat, said corner located at the point of curvature for a non-tangent curve to the right having a central angle of $29^{\circ}04'29''$, a radius of 130.00 feet, and a chord of 65.26 feet which bears south $45^{\circ}07'23''$ east;

THENCE along the southwest property line of said Lot 1 of Block E and the northeast ROW line of said Quorum Drive, along said curve to the right an arc length of 65.97 feet to an "x" cut in concrete found for corner, said corner being a southwest corner of said Lot 1, said corner located on the intersection of the east ROW line of said Quorum Drive and the north ROW line of said Addison Circle;

THENCE north 72°58'59" east, along the south property line of said Lot 1 and the north ROW line of said Addison Circle, a distance of 139.42 feet to an "x" cut in concrete found for corner, said corner located on the point of curvature for a non-tangent curve to the right having a central angle of 68°57'07", a radius of 83.50 feet, and a chord of 94.53 feet which bears north 38°53'00" east;

THENCE continuing along the south property line of said Lot 1 and the north ROW line of said Addison Circle, along said curve to the right, an arc length of 100.49 feet to an "x" cut in concrete found for corner, said corner being a southeast corner of Lot 1, and the intersection of the north ROW line of said Addison Circle, and the west ROW line of Mildred Place (45 feet width);

THENCE in a northeasterly direction along the north ROW line of said Addison Circle, across the ROW of said Mildred Place, to an "x" cut in concrete found for corner, said corner being the southwest property corner of Lot 1 of Block D of said Amended Plat Addison Circle Phase II, said corner being the intersection of the north ROW line of said Addison Circle and the east ROW line of said Mildred Place;

THENCE north 72°58'59" east, along the south property line of said Lot 1 and the north ROW line of said Addison Circle, a distance of 227.06 feet to an "x" cut in concrete found for corner, said corner being the southeast property corner of said Lot 1, and the intersection of the north ROW line of said Addison Circle and the west ROW line of Spectrum Drive (69 feet width);

THENCE north 72°58'59" east, along the north ROW line of said Addison Circle, across the ROW of said Spectrum Drive, a distance of 72.53 feet to an "x" cut in concrete found for corner, said corner being the southwest property corner of the Gaylord Properties, L.P., Tract as recorded in Volume 82020, Page 0684, of the Deed Records, Dallas County, Texas, and the intersection of the north ROW line of said Addison Circle and the east ROW line of said Spectrum Drive;

THENCE north 72°58'59" east, along the south property line of said Gaylord Tract and the north ROW line of said Addison Circle, a distance of 84.75 feet to a 5/8 – inch iron rod found for corner, said corner being the point of curvature for a tangent curve to the right having a central angle of 57°31'26", a radius of 101.50, and a chord of 97.68 feet which bears south 78°15'18" east;

THENCE continuing along said common line along said curve to the right an arc length of 101.90 feet to a 5/8 – inch iron rod found for corner;

THENCE north 72°58'59" east, continuing along said common line, a distance 427.05 feet to a "x" cut in concrete found for corner, said corner being the southeast property corner of said Gaylord Tract and located on the west ROW line of Dallas North Tollway (variable width) property, said corner being the point of curvature for a non-tangent curve to the left having a central angle of 05°38'11", a radius of 1,997.84 feet, a chord of 196.46 feet which bears south 07°08'57" east;

THENCE across the ROW of Addison Circle, along the west ROW line of Dallas North Tollway, along said curve to the left an arc length of 196.54 feet to an "x" cut in concrete found for corner, said corner being the northeast corner of Lot 2 of Block C from said Amended Plat of Addison Circle Phase II, said corner being the intersection of the south ROW line of Addison Circle and the west ROW line of said Dallas North Tollway;

THENCE south 72°58'59" west, along the north property line of said Lot 2 and the south ROW line of said Addison Circle, a distance of 214.02 feet to an "x" cut in concrete found for corner, said corner being the northwest corner of said Lot 2, and the northeast corner of Lot 1 of Block C of the said Amended Plat of Addison Phase II;

THENCE south 72°58'59" west, along the north property line of said Lot 1 and the south ROW line of said Addison Circle, a distance of 191.66 feet to an "x" cut in concrete found for corner, said corner being the point of curvature for a non-tangent curve to the right having a central angle of 57°31'26", a radius of 101.50 feet, a chord of 97.68 feet which bears south 44°13'16" west;

THENCE along common line and curve to the right an arc length of 101.90 feet to an "x" cut in concrete found for corner;

THENCE south 72°58'59" west, continuing along said common line a distance of 150.46 feet to an "x" cut in concrete found for corner, said corner being the northwest corner of said Lot 1, and the intersection of the south ROW line of said Addison Circle and the east ROW line of said Spectrum Drive;

THENCE south $72^{\circ}58'59''$ west, along the south ROW line of said Addison Circle, across the ROW of said Spectrum Drive, a distance of 72.53 feet to an "x" cut in concrete found for corner, said corner being the northeast property corner of Lot 1 of Block B of said Amended Plat of Addison Circle Phase II, said corner being the intersection of the south ROW line of said Addison Circle and the west ROW line of said Spectrum Drive;

THENCE south $72^{\circ}58'59''$ west, along the north property line of said Lot 1 and the south ROW line of said Addison Circle, a distance of 202.39 feet to an "x" cut in concrete found for corner, said corner being the northwest property corner of said Lot 1, and the intersection of the south ROW line of said Addison Circle, and the east ROW line of Lewis Place (45 feet width);

THENCE in a westerly direction along the south ROW of said Addison Circle, across the ROW of said Lewis Place to an "x" cut in concrete found for corner, said corner being a northeast corner of Lot 1 of Block A of said Amended Plat of Addison Circle Phase II, said corner being the intersection of the south ROW line of said Addison Circle and the west ROW line of said Lewis Place;

THENCE north $40^{\circ}44'17''$ west, along the north property line of said Lot 1 and the south ROW line of said Addison Circle, a distance of 22.04 feet to an "x" cut in concrete found for corner, said corner being the point of curvature for a non-tangent curve to the right having a central angle of $39^{\circ}19'59''$, a radius of 83.50 feet, a chord of 56.20 feet which bears north $58^{\circ}06'27''$ west;

THENCE continuing along said common line along said curve to the right an arc length of 57.32 feet to an "x" cut in concrete found for corner;

THENCE south $72^{\circ}58'59''$ west, continuing along said common line a distance of 139.42 feet to an "x" cut in concrete found for corner, said corner being a northwest corner of said Lot 1, and the intersection of the south ROW of said Addison Circle and the east ROW line of said Quorum Drive, said corner being the point of curvature for a non-tangent curve to the right having a central angle of $76^{\circ}23'40''$, a radius of 130.00 feet, a chord of 160.78 feet which bears south $34^{\circ}44'57''$ west;

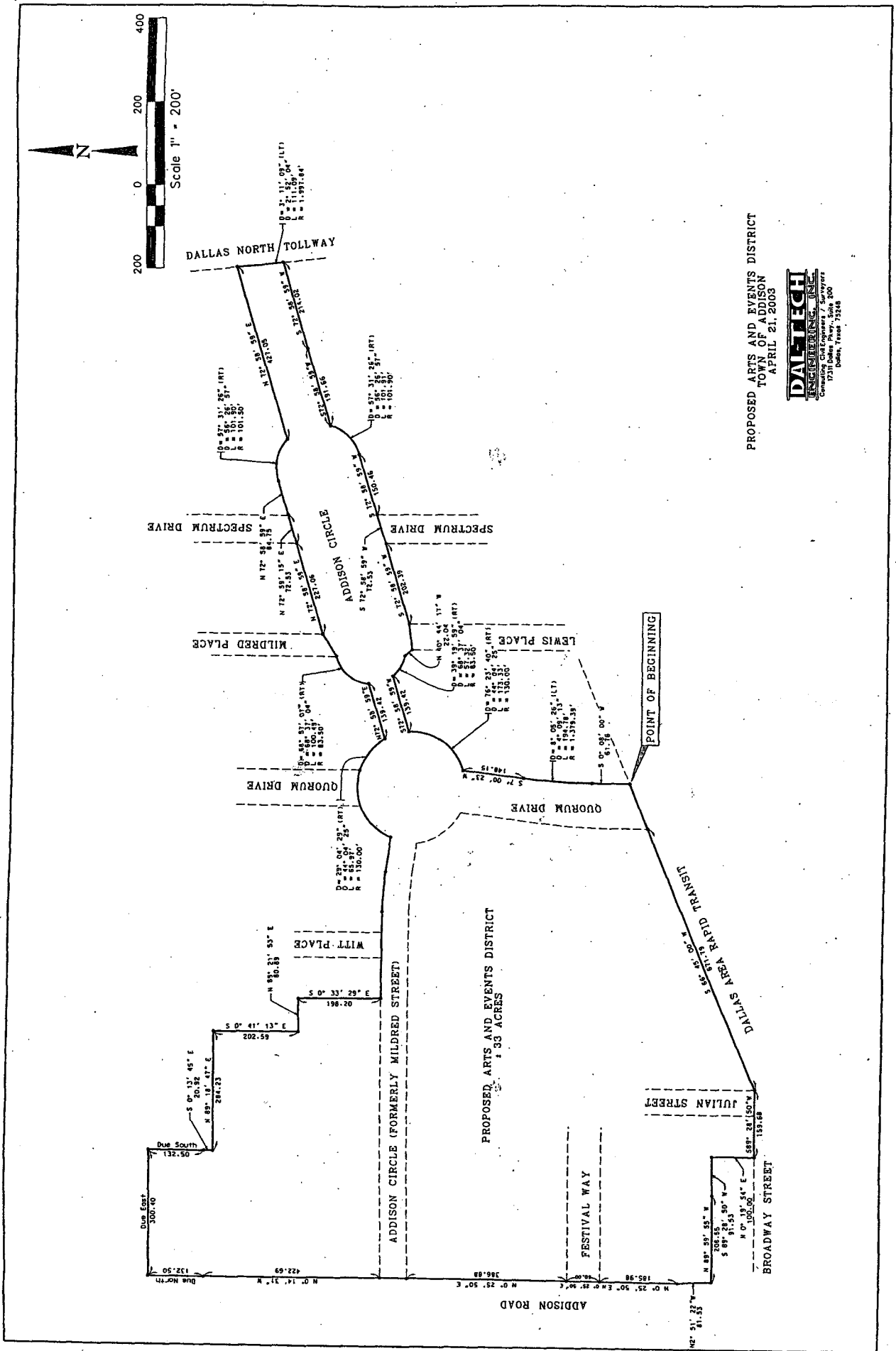
THENCE along the said curve to the right an arc length of 173.33 feet to an "x" cut in concrete found for corner, said corner being a northwest corner of said Lot 1 and the intersection of the south ROW line of said Addison Circle and the east ROW line of said Quorum Drive;

THENCE south 07°00'23" west, along the west property line of said Lot 1 and the east ROW line of said Quorum Drive, a distance of 148.15 feet to an "x" cut in concrete found for corner, said corner being the point of curvature for a tangent curve to the left having a central angle of 08°05'26", a radius of 1,379.79 feet, a chord of 194.62 feet which bears south 02°57'40" west;

THENCE along the common line along said curve to the left, an arc length of 194.78 feet to a 5/8 – inch iron rod found for corner, said corner located on a southwest property corner of said Lot 1 and the intersection of the east ROW line of said Quorum Drive and the north ROW line of McEntire Place (40 feet width);

THENCE south 00°08'00" west along the east ROW line of said Quorum Drive, across the ROW of said McEntire Place, a distance of 61.76 feet to a point for corner, said corner located on the south ROW line of said McEntire Place and the north ROW line of said DART property;

THENCE in a southwesterly direction along the north ROW line of said DART property, across the ROW of said Quorum Drive to the POINT OF BEGINNING and containing approximately 33 acres of land, more or less.



PROPOSED ARTS AND EVENTS DISTRICT
 TOWN OF ADDISON
 APRIL 21, 2003



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