



Post Office Box 9010 Addison, Texas
75001-9010
5300 Belt Line Road
(972) 450-7000 Fax: (972) 450-7043

AGENDA

REGULAR MEETING OF THE CITY COUNCIL

AND / OR

WORK SESSION OF THE CITY COUNCIL

7:30 PM

FEBRUARY 8, 2011

TOWN HALL

ADDISON TOWN HALL, 5300 BELT LINE, DALLAS, TX 75254

REGULAR MEETING

Pledge of Allegiance

Item #R1- Consideration of Old Business

Introduction of Employees

Discussion of Events/Meetings

Item #R2- Consent Agenda.

#2a- Minutes for:

12/30/2011 Special Meeting and Work Session 01/25/2011
Regular Meeting and Work Session

#2b- Approval of an agreement with the CDWG for the purchase of 17 laptops in the amount of \$34,133.

#2c- Discussion and consideration of approval of an Interlocal Agreement between the City of North Richland Hills and the Town of Addison for the purchase of goods and services by the Town of Addison from vendors selected through the competitive bidding process.

#2d- Discussion and consideration of approval of a contract with McCoy Floorcovering in the amount of \$29,970 for the replacement of the flooring in the Administration and Operations areas of Fire Station One.

#2e- Discussion and consideration of approval of an Interlocal Agreement for Cooperative Purchasing between the City of Plano and the Town of Addison. This will enable the Town to purchase Uninterruptible Power Supply Systems on the City of Plano's competitively bid contract with Paradigm Traffic Systems Inc.

#2f- Discussion and consideration of approval to purchase Uninterruptible Power Supply Systems for all nine Belt line Road signalized intersections utilizing the price established in a contract between the City of Plano, Texas and Paradigm Traffic Systems, Inc.

Item #R3 Discussion and consideration of approval of the
- appointment of Mayor Pro Tempore and Deputy Mayor Pro Tempore.

Item #R4 PUBLIC HEARING Case 1618-SUP/Race Trac Petroleum.
- Public hearing, presentation, discussion and consideration of approval of an ordinance approving a change of zoning from Industrial-1 (I-1) to Local Retail (LR), and approving a Special Use Permit for the sale of beer and wine for off-premises consumption only, for property generally located at 15196 Marsh Lane, on application from Race Trac Petroleum, represented by Ms. Karen Mitchell of the Mitchell Planning Group, LLC.

COMMISSION FINDINGS: The Addison Planning and Zoning Commission, meeting in regular session on January 27, 2011, voted to recommend approval of a Special Use Permit for the sale of beer and wine for off-premises consumption only, subject to no conditions.

Voting Aye: Arfsten, DeFrancisco, Doherty, Hewitt, Oliver, Wheeler, Wood

Voting Nay: none

Absent: none

Attachment(s):

1. Docket map, staff report, and commission findings

Recommendation:

Administration recommends approval.

Item #R5 PUBLIC HEARING Case 1619-SUP/Kroger Food Stores.
- Public hearing, discussion and consideration of approval of an ordinance approving a change to an existing planned development zoning district, being Planned Development District 093-018 that zoned the property generally located at 3770 Belt Line Road, in order to allow the sale of beer and wine for off-premises consumption, and approving a

Special Use Permit for the sale of beer and wine for off-premises consumption only for the said property, on application from Kroger Food Stores, represented by Mr. Gerald Franklin of the Gerald Franklin Agency.

COMMISSION FINDINGS: The Addison Planning and Zoning Commission, meeting in regular session on January 27, 2011, voted to recommend approval of a Special Use Permit for the sale of beer and wine for off-premises consumption only, subject to no conditions.

Voting Aye: Arfsten, DeFrancisco, Doherty, Hewitt, Oliver, Wheeler, Wood

Voting Nay: none

Absent: none

Attachment(s):

1. Docket map, staff report, and commission findings

Recommendation:

Administration recommends approval.

Item #R6 PUBLIC HEARING Case 1620-SUP/7-Eleven Convenience Store #19358. Public hearing, discussion and consideration of approval of an ordinance approving a Special Use Permit for the sale of beer and wine for off-premises consumption only, for that property located in a Local Retail zoning district at 14400 Marsh Lane, on application from 7-Eleven Convenience Stores, represented by Ms. Christina Tanner of Gardere and Wynne.

COMMISSION FINDINGS: The Addison Planning and Zoning Commission, meeting in regular session on January 27, 2011, voted to recommend approval of a Special Use Permit for the sale of beer and wine for off-premises

consumption only, subject to no conditions.

Voting Aye: Arfsten, DeFrancisco, Doherty, Hewitt, Oliver,
Wheeler, Wood

Voting Nay: none

Absent: none

Attachment(s):

1. Docket map, staff report and commission findings

Recommendation:

Administration recommends approval.

Item #R7 PUBLIC HEARING Case 1621-SUP/C-Store # 104. Public hearing, discussion and consideration of approval of an ordinance approving a change to an existing planned development zoning district, being Planned Development District 083-043 that zoned the property generally located at 16601 Addison Road, in order to allow the sale of beer and wine for off-premises consumption, and approving a Special Use Permit for the sale of beer and wine for off-premises consumption only for that said property, located in a Planned Development District located at 16601 Addison Road, on application from C-Store #104, represented by Mr. Bruce Assadi of Headline Construction.

COMMISSION FINDINGS: The Addison Planning and Zoning Commission, meeting in regular session on January 27, 2011, voted to recommend approval of a Special Use Permit for the sale of beer and wine for off-premises consumption only, subject to the following conditions.

-the existing landscaping on the site be renovated with the installation of new shrubs to replace those that are dead or missing prior to the issuance of a Certificate of Occupancy.

-the irrigation system shall be updated to comply with the current irrigation regulations, which include the installation of an ET (evapo-transpiration) based controller and freeze and rain sensors, prior to the issuance of a Certificate of Occupancy.

Voting Aye: Arfsten, DeFrancisco, Doherty, Hewitt, Oliver, Wheeler, Wood

Voting Nay: none

Absent: none

Attachment(s):

1. Docket map, staff report and commission findings

Recommendation:

Administration recommends approval.

Item #R8 PUBLIC HEARING Case 1622-SUP/Addison Market.
- Public hearing, discussion and consideration of approval of an ordinance approving a Special Use Permit for the sale of beer and wine for off-premises consumption only, for that property located in an Urban Center zoning district at 5049 Addison Circle, on application from Mr. Yasmeen Panjwani.

COMMISSION FINDINGS: The Addison Planning and Zoning Commission, meeting in regular session on January 27, 2011, voted to recommend approval of a Special Use Permit for the sale of beer and wine for off-premises consumption only, subject to no conditions.

Voting Aye: Arfsten, DeFrancisco, Doherty, Hewitt, Oliver, Wheeler, Wood

Voting Nay: none

Absent: none

Attachment(s):

1. Docket map, staff report and commission findings

Recommendation:

Administration recommends approval.

Adjourn Meeting

Posted:

Posted: 2/3/2011, 5:00 P.M. Lea Dunn, City Secretary

**THE TOWN OF ADDISON IS ACCESSIBLE TO PERSONS
WITH DISABILITIES. PLEASE CALL (972) 450-2819 AT LEAST
48 HOURS IN ADVANCE IF YOU NEED ASSISTANCE.**

Council Agenda Item: #R 2b

AGENDA CAPTION:

Minutes for:

12/30/2011 Special Meeting and Work Session 01/25/2011
Regular Meeting and Work Session

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

- [Minutes for 12/30/2011](#)
- [01-25-2011 Minutes for Regular Meeting](#)

Type:

Backup Material
Backup Material

**OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL
SPECIAL MEETING**

December 30, 2010

3:30 PM - Town Hall

Addison Town Hall, 5300 Belt Line Road, Dallas, TX 75254

Posted: December 27, 2010, 3PM, Lea Dunn, City Secretary

Council Members Present:

Chow, Clemens, Lay, Noble, Resnik

Absent:

Mellow, Daseke

Item #S1 - Convene the meeting to order.

ES1 – Closed (Executive) session of the Addison City Council pursuant to Section 551.087, Texas Government Code, to discuss or deliberate commercial or financial information that the City Council has received from a business prospect or business prospects that the City Council seeks to have locate, stay, or expand in or near the territory of the Town of Addison and with which the City Council is conducting economic development negotiations, and/or to deliberate the offer of a financial or other incentive to such business prospect or business prospects.

S2 – Consideration of any action regarding commercial or financial information that the City Council has received from a business prospect or business prospects that the City Council seeks to have locate, stay, or expand in or near the territory of the Town of Addison and with which the City Council is conducting economic development negotiations, and/or to deliberate the offer of a financial or other incentive to such business prospect or business prospects.

A motion to Approve was made by Councilmember Kimberly Lay.

The motion was seconded by Councilmember Blake Clemens.

The motion result was: Passed

Voting Aye: Chow, Clemens, Lay, Noble, Resnik

Voting Nay: None

Absent: Daseke, Mellow

Adjourn meeting.

Attest:

Mayor-Joe Chow

City Secretary-Lea Dunn

**OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL
WORK SESSION**

January 25, 2011

6:00 PM - Town Hall

5300 Belt Line, Dallas, TX 75254

Starting Times: Work Session 6PM, Regular Meeting 7:30PM

Upstairs Conference Room

Council Members Present:

Clemens, Daseke, Lay, Mellow, Noble, Resnik

Absent:

Chow

Work Session

Item #WS1 - Presentation and discussion regarding entering into an agreement with R.H. Shackelford, Inc. to provide project management services for various projects with special emphasis on the Redding Trail project, Bush Elementary, and Spring Valley Road; and an update on current capital projects.

There was no action taken.

Attest:

Mayor-Joe Chow

City Secretary-Lea Dunn

**OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL
REGULAR MEETING**

January 25, 2011

6:00 PM - Town Hall

5300 Belt Line, Dallas, TX 75254 Starting Times: Work Session 6PM, Regular Meeting 7:30PM

01/21/2011, 5PM, Lea Dunn-City Secretary

Council Members Present:

Clemens, Daseke, Lay, Mellow, Noble, Resnik

Absent:

Chow

REGULAR MEETING

Item #R1 - Consideration of Old Business

The following employees were introduced:

Eugenio Morales with the Parks and Recreation Department and Shelaina Melton with the Police Department.

Item #R2 - Consent Agenda

#2a - Approval of Minutes for: 01/11/2011 Regular City Council Meeting

The Minutes were pulled and corrected to show that Roger Mellow was absent.

The Minutes were then approved.

A motion to Approve was made by Councilmember Neil Resnik.

The motion was seconded by Councilmember Kimberly Lay.

The motion result was: Passed

Voting Aye: Clemens, Daseke, Lay, Mellow, Noble, Resnik

Voting Nay: None

Absent: Chow

#2b - Presentation, discussion and consideration of approval to authorize the City Manager to execute a Discretionary Service Agreement with Oncor Electric Delivery Company, LLC in the amount of \$77,779.21 for the installation of electrical facilities to

serve certain public infrastructure (including park, streetscape and other public infrastructure improvements) within that area of the Town generally known as Vitruvian Park (Vitruvian Park Public Infrastructure Phase 1C).

A motion to Approve was made by Councilmember Neil Resnik.
The motion was seconded by Councilmember Kimberly Lay.
The motion result was: Passed
Voting Aye: Clemens, Daseke, Lay, Mellow, Noble, Resnik
Voting Nay: None

Absent: Chow

#2c - Approval to award a contract in the amount of \$50,783.10 to Curtco, Inc. for joint and crack sealing on Quorum Drive.

A motion to Approve was made by Councilmember Neil Resnik.
The motion was seconded by Councilmember Kimberly Lay.
The motion result was: Passed
Voting Aye: Clemens, Daseke, Lay, Mellow, Noble, Resnik
Voting Nay: None

Absent: Chow

Item #R3 - Discussion and consideration of the acceptance of the resignation of Don Daseke as a Council Member of the Addison City Council.

Mr. Daseke's resignation was accepted.

Mr. Daseke left the dais and abstained from participation and voting on any other matters.

A motion to Approve was made by Councilmember Roger Mellow.
The motion was seconded by Councilmember Kimberly Lay.
The motion result was: Passed
Voting Aye: Clemens, Lay, Mellow, Noble, Resnik
Voting Nay: None
Absent: Daseke
Absent: Chow

Item #R4 - Discussion regarding process for filling the vacancy on the City Council created by the resignation of Don Daseke.

John Hill, City Attorney, reviewed the process for filling a vacancy.

The Special Meeting to consider approval of a person to fill the vacancy will be held on February 2, 2011 at 7PM in Town Hall Council Chambers.

There was no action taken.

Item #R5 - Presentation, discussion and consideration of approval of the appointment of Mayor Pro Tempore and Deputy Mayor Pro Tempore.

This Item was tabled until the February 8, 2011, Council Meeting.

There was no action taken.

Item #R6 - Appointment of a Member to the Addison Planning and Zoning Commission.

This was Council Member Mellow's appointment. He requested that Ralph Doherty be re-appointed to the Planning and Zoning Commission.

A motion to Approve was made by Councilmember Roger Mellow.

The motion was seconded by Councilmember Kimberly Lay.

The motion result was: Passed

Voting Aye: Clemens, Lay, Mellow, Noble, Resnik

Voting Nay: None

Absent: Daseke

Absent: Chow

Item #R7 - Presentation, discussion and consideration of approval authorizing the City Manager to enter into an agreement with R.H.Shackelford, Inc. (RHSI) to provide project management services for Redding Trail Project, Bush Elementary and Spring Valley Road in an amount not to exceed \$48,600.

A motion to Approve was made by Councilmember Roger Mellow.

The motion was seconded by Councilmember Kimberly Lay.

The motion result was: Passed

Voting Aye: Clemens, Lay, Mellow, Noble, Resnik

Voting Nay: None

Absent: Daseke

Absent: Chow

Item #R8 - Presentation, discussion and consideration of approval of a resolution suspending the February 14, 2011 effective date of Oncor Electric Delivery Company's requested rate change to permit the Town time to study the request and to establish reasonable rates, and providing for other matters related thereto.

Resolution R11-002 was passed.

A motion to Approve was made by Councilmember Kimberly Lay.

The motion was seconded by Councilmember Neil Resnik.

The motion result was: Passed

Voting Aye: Clemens, Lay, Mellow, Noble, Resnik
Voting Nay: None
Absent: Daseke
Absent: Chow

Item #R9 - Presentation, discussion and consideration of approval of an Economic Development Program Grant Agreement between the Town of Addison and United Services Automobile Association (USAA) regarding provision of an economic development incentive grant.

A motion to Approve was made by Councilmember Neil Resnik.
The motion was seconded by Councilmember Kimberly Lay.
The motion result was: Passed
Voting Aye: Clemens, Lay, Mellow, Resnik
Voting Nay: None
Absent: Daseke
Absent: Chow
Abstained: Noble

Attest:

Mayor-Joe Chow

City Secretary-Lea Dunn

Council Agenda Item: #R 2c

AGENDA CAPTION:

Approval of an agreement with the CDWG for the purchase of 17 laptops in the amount of \$34,133.

FINANCIAL IMPACT:

Budgeted Amount: \$45,000

Cost: \$34,133 This amount is budgeted in the Information Technology Internal Service Fund.

BACKGROUND:

The existing laptops were purchased and installed in January of 2004. Since the purchase each department, based on their number of users, has been contributing to the Information Technology Internal Service Fund on an annual basis. This fund allows the Town to replace systems including hardware and software on a regular basis in order to be adequately responsive to the increasing demands on the network.

DIR (Texas Department of Information Resources) is responsible for cooperative contracts program that enable government entities to efficiently pool their purchasing power to drive down costs. The program provides an effective procurement channel to thousands of public sector entities across Texas. DIR simplifies the procurement process for public sector entities throughout the State by releasing RFP (Request for Proposal) and choosing vendors at the State level whom can be selected by State agencies and Local governments without issuing RFP.

RECOMMENDATION:

Staff recommends Council authorize the City Manager to enter into an agreement with CDWG in the amount of \$34,133.

COUNCIL GOALS:

Provide Superior Public Safety, Customer Service, Social and Health Services to the Community, Employ High-Quality, Service-Oriented Personnel

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R 2d

AGENDA CAPTION:

Discussion and consideration of approval of an Interlocal Agreement between the City of North Richland Hills and the Town of Addison for the purchase of goods and services by the Town of Addison from vendors selected through the competitive bidding process.

FINANCIAL IMPACT:

N/A

BACKGROUND:

The purpose of this Interlocal Agreement is to allow the Town of Addison to purchase goods and services through a competitive bidding process off a contract with the City of North Richland Hills. This will allow the Town to have access to lower contract costs for selected items.

RECOMMENDATION:

Staff recommends approval

COUNCIL GOALS:

Conduct the Business of the Town in a Fiscally Responsible Manner

ATTACHMENTS:

Description:

[Interlocal Agreement with North Richland Hills](#)

[RFB for Fire Fighting Clothes/Bunker Gear](#)

Type:

Cover Memo

Cover Memo

INTERLOCAL AGREEMENT
BETWEEN
CITY OF NORTH RICHLAND HILLS AND TOWN OF ADDISON

This Agreement made and entered into by and between the City of North Richland Hills, hereinafter referred to as "NRH", and the Town of Addison, hereinafter referred to as "Town of Addison".

Pursuant to the authority granted by the Texas Interlocal Cooperation Act {Article 4413 (32c) Vernon's Annotated Texas Statutes} providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

NRH and Town of Addison desire to enter into an Agreement for the purchase of goods and services from vendors selected through the competitive bidding process. Specifications for said items should be determined in cooperation with the final approval of the entity processing the bid.

The responsibility of each entity shall be as follows:

I.

NORTH RICHLAND HILLS

1. NRH shall be allowed to purchase goods and services from vendors who have been selected by Town of Addison through the competitive bidding process. NRH will place orders directly with and pay directly to the selected vendor for goods and services purchased through a contract.
2. All purchases will be within the specifications that have been agreed to. NRH shall be responsible for the Vendors compliance with all conditions of delivery, price and quality of the purchased goods or services.
3. NRH shall give a 30-day written notification to all participating agencies of any change or cancellation of participation.
4. The Purchasing Agent, shall be designated as the official representative to act for NRH all matters relating to this cooperative purchasing agreement.

II.

TOWN OF ADDISON

1. Town of Addison shall be allowed to purchase goods and services from vendors who have been selected by NRH through the competitive bidding process of NRH. Town of Addison will place orders directly with and pay directly to the selected vendor for goods and services purchased through a contract.

2. All purchases will be within the specifications that have been agreed to. Town of Addison shall be responsible for the Vendors compliance with all conditions of delivery, price and quality of the purchased goods or services.
3. Town of Addison shall give a 30-day written notification to a participating agency of any change or cancellation of participation.
3. _____, shall be designated as the official representative to act for Town of Addison in all matters relating to this cooperative purchasing agreement.

This Agreement shall take effect upon execution by the signatories and shall be in effect from date of execution until terminated by either party with thirty (30) written notice.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers.

CITY OF NORTH RICHLAND HILLS

TOWN OF ADDISON

BY: _____
City Manager

BY: _____

TITLE _____

DATE: _____

DATE: _____

ATTEST:

ATTEST:

City Secretary

TITLE: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Attorney for the City

North Richland Hills



RFB #10-042

**Fire Fighting Clothes/Bunker Gear
September 16, 2010 10:00 A.M.**

Vendor/Firm		Casco Industries		Municipal Emergency Services (MES)		Galls Incorporated	
Description	Est. Qty	Unit	Total	Unit	Total	Unit	Total
Protective Jacket for Structural Fire Fighting	93	\$979.80	\$91,121.40	\$1,159.34	\$107,818.62		No bid
Protective Trousers for Structural Fire Fighting	93	\$732.20	\$68,094.60	\$787.57	\$73,244.01		No bid
Structural Boots	41	\$305.00	\$12,505.00	\$315.00	\$12,915.00	\$224.00	\$9,184.00
Structural Gloves	138	\$63.50	\$8,763.00	\$65.94	\$9,099.72	\$79.00	\$10,902.00
Structural Firefighters Helmet	56	\$201.00	\$11,256.00	\$187.40	\$10,494.40		No bid
Firefighting Hood	111	\$29.00	\$3,219.00	\$27.34	\$3,034.74	\$38.00	\$4,218.00
Total		\$2,310.50	\$194,959.00	\$2,542.59	\$216,606.49	\$341.00	\$24,304.00
Est. Delivery Time			Stock to 60 days		90 days		2-3 weeks

NEXT LOW: \$216,606.49
 LOW: \$194,959.00
 SAVINGS: \$21,647.49
 AWARD DATE: 10/05/10

"Bid Tabulation Statement"

All bids submitted for the designated project are reflected on this bid tab sheet. However, the listing of a bid on this sheet should not be construed as a comment on the responsiveness of such bid or as any indication that the city accepts such bid as responsive. The city will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of North Richland Hills guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful bidder upon award of the contract and, according to law, all bids received will be available for inspection at that time.

Council Agenda Item: #R 2e

AGENDA CAPTION:

Discussion and consideration of approval of a contract with McCoy Floorcovering in the amount of \$29, 970 for the replacement of the flooring in the Administration and Operations areas of Fire Station One.

FINANCIAL IMPACT:

This amount is included in the FY2011 budget as a Modified Level of Service.

BACKGROUND:

The flooring in the fire station has considerable wear and is in need of replacement.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

[Bid Sheet](#)

Type:

Backup Material



FLOORCOVERING PROPOSAL

Remit Correspondence Corp Office:
6869 Old Katy Road
P. O. Box 924488
Houston, Texas 77292-4488
Main Phone: 713-862-4600
Fax: 713-865-4392
Attn: Carol Chacon

Branch Office
999 Regal Row #200
Dallas, Texas 75247
Phone: 214-630-2600
Fax: 214-594-8592

To: Addison Fire Station One
4798 Airport Parkway
Addison, TX 75001
Attn: Chris Kellen

Date: 11/30/2010
Tel#: 972-450-7201

Project: Addison Fire Department Flooring Replacement

Quantity	Description	Amount
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Furnish and install the following:

310	SY	Admin Area LT, Captain
87	SY	Training
1680	LF	Rubber base
135	SF	VCT
1350	SF	Emser Umbria Bruno
1900	SF	Floor Folio

TOTAL: \$29,970.00

Includes removal and disposal of existing material.

1. Unless noted, excludes sales tax, floor leveling, sealing of concrete, furniture moving, overtime, cleaning, mopping, waxing, vacuuming, protection and demolition.

Qualifications: See Above
Proposal is valid for 60 days from above date.
Terms of Payment: Pending Credit Approval

McCoy Inc.

By: _____

By: Doug Monkhouse

Date: _____

Direct Phone: 214-630-2600

Council Agenda Item: #R 2f

AGENDA CAPTION:

Discussion and consideration of approval of an Interlocal Agreement for Cooperative Purchasing between the City of Plano and the Town of Addison. This will enable the Town to purchase Uninterruptible Power Supply Systems on the City of Plano's competitively bid contract with Paradigm Traffic Systems Inc.

FINANCIAL IMPACT:

Budgeted Amount: \$0

Cost: \$0

Project Manager: Nancy Cline

BACKGROUND:

In September of 2009 the City of Plano competitively bid the purchase of Uninterruptible Power Supply Systems. Since then, the City of Plano and numerous other communities have been purchasing these Uninterruptible Power Supply Systems on this contract. This Interlocal Agreement enables the Town to secure similar equipment at the Plano contract price.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Provide Superior Public Safety, Customer Service, Social and Health Services to the Community, Conduct the Business of the Town in a Fiscally Responsible Manner, Promote Quality Transportation Services

ATTACHMENTS:

Description:

[CTDALLAS-#1](#)

[Plano Contract](#)

Type:

Cover Memo

Cover Memo

INTERLOCAL AGREEMENT FOR COOPERATIVE PURCHASING

This Interlocal Agreement for Cooperative Purchasing (“Agreement”) is made between the CITY OF PLANO, TEXAS, a municipal corporation (hereinafter referred to as “Plano”), and the Town of Addison, Texas, a municipal corporation (hereinafter referred to as “Addison”) (Plano and Addison are sometimes referred to herein collectively as the “parties” and individually as a “party”), as follows:

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, authorizes governmental entities to contract with each other to perform government functions and services under the terms thereof, including purchasing functions; and

WHEREAS, Section 271.102(a), Tex. Loc. Gov. Code, authorizes certain local governments, including municipalities, to participate with one another in a cooperative purchasing program, and Section 271.102(c), Tex. Loc. Gov. Code, further provides that a “local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services”; and

WHEREAS, Plano has a cooperative purchasing program under which it performs procurement with other municipalities pursuant to Section 271.102, Tex. Loc. Gov. Code and Addison desires to participate in that program; and

WHEREAS, pursuant to Section 271.102 of the Local Government Code and to Chapter 791 of the Texas Government Code, the parties desire to enter into this Agreement for cooperative purchasing purposes; and

WHEREAS, Plano and Addison have current funds available to satisfy any fees and cost required pursuant to this Agreement.

NOW, THEREFORE, Plano and Addison, for and in consideration of the recitals set forth above and terms and conditions below, agree as follows:

I. TERM

This Agreement shall commence upon the date the last of the parties executes this Agreement and shall continue in effect, subject to earlier termination, through September 30, 2011. Thereafter, this Agreement shall be renewed automatically for each succeeding fiscal year of the parties, the first such year commencing October 1, 2011 unless terminated earlier by either party in accordance with the terms of this Agreement. However, each renewal of this Agreement shall not extend the period in which Addison may make a payment due to a contractor beyond the fiscal year in which such obligation was incurred under this Agreement.

II. PURPOSE; OBLIGATIONS OF THE PARTIES

The purpose of this Agreement is to establish a cooperative purchasing program between the parties, which will allow Addison to purchase goods and services under Plano’s competitively bid contracts as authorized by and pursuant to Subchapter F, Chapter 271 of the

Texas Local Government Code. Addison may access such goods and services by written notice to Plano and, as appropriate, the submission of a duly executed purchase order to a contractor having a valid contract with Plano that has been awarded by Plano in accordance with the competitive bid requirements of Texas law. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by Plano. Ownership (title) to goods purchased by Addison pursuant to this Agreement shall transfer directly from the contractor to Addison.

The City Manager of each of Plano and Addison, or their respective designees, are authorized to act on behalf of the respective party in all matters relating to this cooperative purchasing program. Addison shall make payments to Plano or directly to the vendor under the contract made pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code.

III. PAYMENTS

All payments for expenses incurred as a result of the performance of this Agreement shall be made only from current revenues legally available to each respective party.

IV. TERMINATION

Either party may terminate this Agreement by providing at least thirty (30) days prior written notice to the other party.

V. IMMUNITY

In the execution of this Agreement, none of the parties waive, nor shall be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in parties who are not signatories to this Agreement.

VI. ASSIGNMENT AND SUBLETTING

Neither party hereto may assign, transfer or otherwise convey this Agreement or any of its rights, duties or obligations hereunder without the prior written consent of the other party.

VII. ENTIRE AGREEMENT

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

VIII. NOTICES

Unless notified otherwise in writing, all notices are required to be given to either party in writing and delivered in person or send via certified mail to the other party at the following respective addresses:

Plano Representative:
CITY OF PLANO

Addison Representative:
TOWN OF ADDISON

IX. AUTHORITY TO SIGN

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

X. SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party thirty (30) days written notice.

XI. VENUE

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas without regard to choice of law rules. The parties agree that this Agreement shall be enforceable in Dallas County, Texas, and if legal and necessary, exclusive venue shall lie in Dallas County, Texas.

XII. INTERPRETATION OF AGREEMENT; RELATIONSHIP OF PARTIES; RECITALS

Although this Agreement is drafted by Plano, this is a negotiated document. Should any part of this Agreement be in dispute, the parties agree that the Agreement shall not be construed more favorably for either of the parties. This Agreement does not create, is not intended to create, and shall not be construed as creating, a partnership, association, joint venture, joint enterprise, or trust. The above and foregoing recitals to this Agreement are incorporated herein and made a part hereof.

XIII. REMEDIES

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one (1) or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

XIV. SUCCESSORS AND ASSIGNS

The parties each bind themselves, their respective successors, executors, administrators, and assigns to the other party to this contract. Neither party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all parties.

EXECUTED on the dates indicated below:

TOWN OF ADDISON, TEXAS

DATE _____

BY: _____
Ron Whitehead
CITY MANAGER

CITY OF PLANO, TEXAS

DATE _____

BY: _____
Thomas H. Muehlenbeck
CITY MANGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2011, by Ron Whitehead, City Manager _____ for the **Town of Addison, Texas**, a home-rule municipal corporation, on behalf of such municipal corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 20____, by **THOMAS H. MUEHLENBECK**, **City Manager** of the **City of Plano, Texas**, a home-rule municipal corporation, on behalf of such municipal corporation.

Notary Public, State of Texas

RECEIVED SEP 08 2009

CONTRACT BY AND BETWEEN
CITY OF PLANO, TEXAS AND PARADIGM TRAFFIC SYSTEMS, INC.
FOR UNINTERRUPTIBLE POWER SUPPLY SYSTEM
BID NO. 2009-111-C

THIS CONTRACT is made and entered into by and between PARADIGM TRAFFIC SYSTEMS, INC., a Texas corporation, whose address is P.O. Box 5508, Arlington, Texas 76005, hereinafter referred to as "Contractor," and the CITY OF PLANO, TEXAS, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Plano City Council and subsequent execution of this Contract by the Plano City Manager or his duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

I.
SCOPE OF SERVICES

Contractor shall provide all labor, supervision, materials and equipment necessary for uninterruptible power supply system. These products and services shall be provided in accordance with the Specifications for uninterruptible power supply system, a copy of which is attached hereto and incorporated herein as Exhibit "A", and the Contractor's Bid in response thereto, a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "B". The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

- (a) Specifications for uninterruptible power supply system (Exhibit "A");
- (b) Contractor's Bid (Exhibit "B");
- (c) Insurance Requirements (Exhibit "C"); and
- (d) Affidavit of No Prohibited Interest (Exhibit "D").

These documents make up the Contract documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to the written agreement then to the contract documents in the order in which they are listed above. These documents shall be referred to collectively as "Contract Documents."

II.
TERM OF CONTRACT

The initial term of this Contract shall be a period of twelve (12) months commencing upon the effective date hereof; provided however, that the City shall have the right and option to extend the term hereof by three additional twelve (12) month periods by giving written notice to Contractor of City's election to extend the term hereof, such notice to be given not more than ninety (90) days prior to the expiration of the initial term.

**III.
WARRANTY**

Contractor warrants and covenants to City that all goods and services provided by Contractor, Contractor's subcontractors, and agents under the Agreement shall be free of defects and produced and performed in a skillful and workmanlike manner and shall comply with the specifications for said goods and services as set forth in this Agreement and the Bid Specifications attached hereto and incorporated herein as **Exhibit "A"**. Contractor warrants that the goods and services provided to City under this Agreement shall be free from defects in material and workmanship, for a period of one (1) year commencing on the date that City issues final written acceptance of the project.

**IV.
PAYMENT**

Payments hereunder shall be made to Contractor following city's acceptance of the work and within thirty (30) days of receiving Contractor's invoice for the products and services delivered. Total annual compensation under this contract shall not exceed the sum of **TWO HUNDRED NINETY-FIVE THOUSAND TWO HUNDRED FORTY AND 00/100 DOLLARS (\$295,240.00)**.

Contractor recognizes that this Contract shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this contract, the Contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

**V.
PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC**

Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws. The safety precautions actually taken and the adequacy thereof shall be the sole responsibility of the Contractor. Contractor shall indemnify City for any and all losses arising out of or related to a breach of this duty by Contractor pursuant to paragraph VII. **INDEMNIFICATION** and paragraph VIII. **COMPLIANCE WITH APPLICABLE LAWS** set forth herein.

**VI.
LOSSES FROM NATURAL CAUSES**

Unless otherwise specified, all loss or damage to Contractor arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstances

in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the Contractor at its own cost and expense.

VII. INDEMNIFICATION

CONTRACTOR SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD THE CITY, ITS ELECTED OFFICIALS, OFFICERS AND EMPLOYEES HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING ATTORNEY'S FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM THE SERVICES PROVIDED BY CONTRACTOR UNDER THIS AGREEMENT OR CAUSED BY THE NEGLIGENT ACT OR OMISSION OR THE INTENTIONAL ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (HEREINAFTER "CLAIMS"). CONTRACTOR IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO SELECT OR TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS CONTRACT. CONTRACTOR SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS CONTRACT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

VIII. COMPLIANCE WITH APPLICABLE LAWS

Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Contractor or the work, and shall indemnify and save harmless City against any claim related to or arising from the violation of any such laws, ordinances and regulations whether by Contractor, its employees, officers, agents, subcontractors, or representatives. If Contractor observes that the work is at variance therewith, Contractor shall promptly notify City in writing.

**IX.
VENUE**

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract. The parties agree that this Contract is performable in Collin County, Texas, and that exclusive venue shall lie in Collin County, Texas.

**X.
ASSIGNMENT AND SUBLETTING**

Contractor agrees to retain control and to give full attention to the fulfillment of this Contract, that this Contract shall not be assigned or sublet without the prior written consent of City, and that no part or feature of the work will be sublet to anyone objectionable to City. Contractor further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Contract, shall not relieve Contractor from its full obligations to City as provided by this Contract.

**XI.
INDEPENDENT CONTRACTOR**

Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

**XII.
INSURANCE AND CERTIFICATES OF INSURANCE**

Contractor shall procure and maintain for the duration of the contract insurance coverage as set forth in the Insurance Requirements marked Exhibit "C" attached hereto and incorporated herein by reference. Contractor shall provide a signed insurance certificate verifying that they have obtained the required insurance coverage prior to the effective date of this Contract.

**XIII.
HINDRANCES AND DELAYS**

No claims shall be made by Contractor for damages resulting from hindrances or delays from any cause during the progress of any portion of the work embraced in this Contract.

**XIV.
AFFIDAVIT OF NO PROHIBITED INTEREST**

Contractor acknowledges and represents it is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. Contractor has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as **Exhibit "D."**

**XV.
SEVERABILITY**

The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.

**XVI.
TERMINATION**

City may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate further work under this contract, in whole or in part by giving at least thirty (30) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the date such notice is received.

**XVII.
ENTIRE AGREEMENT**

This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.

**XVIII.
CONTRACT INTERPRETATION**

Although this Contract is drafted by City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.

**XIX.
SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

XX.
HEADINGS

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

IN WITNESS WHEREOF, the parties have executed this Contract by signing below.

PARADIGM TRAFFIC SYSTEMS, INC., a Texas corporation

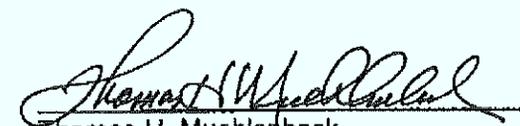
By:


Name: Jackie Jameson
Title: President

Date: 9-2-09

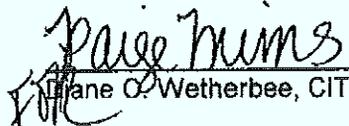
CITY OF PLANO, TEXAS

By:


Thomas H. Muehlenbeck
CITY MANAGER

Date: 9/4/09

APPROVED AS TO FORM


Paige Mims
Lane O. Wetherbee, CITY ATTORNEY

Paradigm Traffic Systems, Inc.

Bid Contact **Jackie Jameson**
estimating@paradigmtraffic.com
Ph 817-831-9406
Fax 817-831-9407

Address **P.O. Box 14509**
Ft. Worth, TX 76117

Qualifications **CISV**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch. Docs
2009-111-C-1-01	Furnish UPS, 2.0 IVA 120 Volt single Phase	Supplier Product Code:	First Offer - \$2,290.00	69 / each	\$158,010.00	Y
2009-111-C-1-02	Furnish UPS Cabinet to House UPS, 2.0 IVA 120 Volt single Phase	Supplier Product Code:	First Offer - \$1,500.00	69 / each	\$103,500.00	Y
2009-111-C-1-03	Installation of UPS cabinet to house UPS	Supplier Product Code:	First Offer - \$350.00	69 / each	\$24,150.00	Y
2009-111-C-1-04	Battery Analyzer/Test	Supplier Product Code:	First Offer - \$4,790.00	2 / each	\$9,580.00	Y
Supplier Total					\$295,240.00	

Supplier: **Paradigm Traffic Systems, Inc.**

Insurance Verbiage

The successful vendor must **SUBMIT PROOF OF MEETING NECESSARY INSURANCE REQUIREMENTS** within ten (10) business days of notification by the City of Plano. Failure to respond within ten (10) business days will be grounds for declaring vendor non-responsive to specifications.

EXHIBIT C
PAGE 1 OF 3

Supplier: Paradigm Traffic Systems, Inc.

**INSURANCE REQUIREMENT AFFIDAVIT
(SUPPLEMENTAL INFORMATION)**

(To be completed by appropriate Insurance Agent)

I, the undersigned agent, certify that the insurance requirements contained in this bid / proposal document have been reviewed by me with the below identified vendor. If the below identified vendor is awarded this contract by the City of Plano, I will be able, within ten (10) working days after being notified of such potential award, to furnish a valid insurance certificate to the City meeting all of the requirements contained in this proposal.

Agent's Name Susan Lucas/HUB International

Name of Insurance Carrier Liberty Mutual Insurance Company

Address of Agency 2001 Bryan St. Suite 800

City, State, Zip Dallas, TX 75201

Phone number where Agent may be contacted 214-979-6259

NOTE TO AGENT:

IF THIS TIME REQUIREMENT IS NOT MET, THE CITY HAS THE RIGHT TO DECLARE THIS VENDOR NON-RESPONSIVE AND AWARD THE CONTRACT TO THE NEXT LOWEST BIDDER / PROPOSER MEETING THE SPECIFICATIONS. IF YOU HAVE ANY QUESTIONS CONCERNING THESE REQUIREMENTS, PLEASE CONTACT THE CITY OF PLANO PURCHASING DIVISION AT 972-941-7557.

EXHIBIT C
PAGE 2 OF 3

City of Plano Insurance Requirements

Requirements

Bidder / Proposer performing work on City property or public right-of-way for the City of Plano shall provide the City a certificate of insurance evidencing the coverages and coverage provisions identified herein. Bidder / Proposer shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Plano.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions
Commercial General (Public) Liability to include coverage for: <ul style="list-style-type: none"> • Premises/Operations • Products/Completed Operations • Independent Contractors • Personal Injury • Contractual Liability 	\$500,000 each occurrence, \$1,000,000 general aggregate; Or \$1,000,000 combined single limits	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City prefers that insurer be rated B+VI or higher by A.M. Best or A or higher by Standard & Poors
Business Auto Liability	As required by State of Texas	
Workers' Compensation & Employers' Liability	Statutory Limits \$100,000 each accident	City to be provided a waiver of subrogation
Questions regarding this insurance should be directed to the City of Plano Purchasing Department (972) 941-7557 A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.		

EXHIBIT C
PAGE 3 OF 3

Council Agenda Item: #R 2g

AGENDA CAPTION:

Discussion and consideration of approval to purchase Uninterruptible Power Supply Systems for all nine Belt line Road signalized intersections utilizing the price established in a contract between the City of Plano, Texas and Paradigm Traffic Systems, Inc.

FINANCIAL IMPACT:

Budgeted Amount: \$37,800

Cost: \$39,510

This project is funded for 2010-11 in the Streets Operations Budget

Project Manager: Nancy Cline

BACKGROUND:

Several times each year various signalized intersections in Addison lose electrical service due to severe weather or an interruption to the supply of electricity from the power company.

This request is for the purchase and installation of Uninterruptible Power Supply Systems to be installed at all signalized intersections on Belt Line Road. In the event of a power failure, the intersection will continue to operate by battery backup, with full colors for up to 4 hours, and on four-way red flash for an additional 2 hours.

Attached is a quote from Paradigm Traffic Systems, Inc., and a copy of the competitively bid contract between the City of Plano and Paradigm Traffic Systems, Inc. Several other communities have purchased these backup systems at this contract price.

The cost of the nine systems for Belt Line Road is \$37,260. Staff is requesting an additional \$2,250 to have these nine cabinets units powder coated to match the existing finish of the controller cabinets they'll be attached to. The non budgeted amount of \$1,710 will be funded from the traffic signal maintenance account

in the Streets department budget.

RECOMMENDATION:

Staff recommends awarding this contract in the amount of \$39,510 for Uninterruptible Power Supply Systems to Paradigm Traffic Systems, Inc.

COUNCIL GOALS:

Provide Superior Public Safety, Customer Service, Social and Health Services to the Community, Conduct the Business of the Town in a Fiscally Responsible Manner, Promote Quality Transportation Services

ATTACHMENTS:

Description:

- [Quote.pdf](#)
- [Plano Contract](#)

Type:

- Cover Memo
- Cover Memo

(817) 831-9406 ph
(817) 831-9407 fx

PARADIGM
TRAFFIC SYSTEMS, INC.

P.O. Box 5508
Arlington, TX 76005-5508

QUOTATION

TO: Town of Addison
P.O. Box 9010
Addison, TX 75001

RFQ: Plano Contract
BID# 2009-111-C

attn: Brandon Graham
ph: 469-426-9840
fax: 972-450-2837

E-mail: bgraham@addisontx.gov

DATE	SLSMN	DELIVERY	FREIGHT	SHIP VIA	F.O.B.	TERMS	QUOTE #
12/6/10	JJ	30-45 Days ARO	PPD & Allowed	Best Way	Destination	Net 30	Q10927JJ
ITEM	QTY	DESCRIPTION				PRICE	TOTAL
1	9	Furnish UPS, 2.0 IVA 120 Volt Single Phase				\$2,290.00	\$20,610.00
2	9	Furnish UPS Cabinet to House UPS, 2.0 IVA 120 Volt Single Phase				\$1,500.00	\$13,500.00
3	9	Installation of UPS Cabinet to House UPS				\$350.00	\$3,150.00
						TOTAL	\$37,260.00

Thank you for the opportunity to submit a proposal to you on this equipment. **Please reference this quotation (by QTE number) when placing order.** If you have any questions please call or send a fax to me.
This quote is valid for 60 days. Thereafter it is subject to change without notice.

10927JJ.xls, quote (2)

OFFERED BY:


Jackie Jameson
Paradigm Traffic Systems, Inc.
Federal ID# 75-2520341

(817) 831-9406 ph
(817) 831-9407 fx

PARADIGM
TRAFFIC SYSTEMS, INC.

P.O. Box 14509
Ft. Worth, TX 76117

QUOTATION

TO: Town of Addison
P.O. Box 9010
Addison, TX 75001

RFQ: Verbal-Brandon

attn: Brandon Graham
ph: 469-426-9840
fax: 972-450-2837

E-mail: bgraham@addisontx.gov

DATE	SLSMN	DELIVERY	FREIGHT	SHIP VIA	F.O.B.	TERMS	QUOTE #
12/6/10	JJ	30-45 Days ARO	PPD & Allowed	Best Way	Destination	Net 30	Q11260JJ
ITEM	QTY	DESCRIPTION				UNIT PRICE	TOTAL PRICE
1	9	Adder to Powder Coat Alpha S6 Enclosure				\$250.00	\$2,250.00
						TOTAL	\$2,250.00

Thank you for the opportunity to submit a proposal to you on this equipment. **Please reference this quotation (by QTE number) when placing order.** If you have any questions please call or send a fax to me.
This quote is valid for 60 days. Thereafter it is subject to change without notice.

11260JJ.xls, quote

OFFERED BY:


Jackie Jameson
Paradigm Traffic Systems, Inc.
Federal ID# 75-2520341

RECEIVED SEP 08 2009

CONTRACT BY AND BETWEEN
CITY OF PLANO, TEXAS AND PARADIGM TRAFFIC SYSTEMS, INC.
FOR UNINTERRUPTIBLE POWER SUPPLY SYSTEM
BID NO. 2009-111-C

THIS CONTRACT is made and entered into by and between PARADIGM TRAFFIC SYSTEMS, INC., a Texas corporation, whose address is P.O. Box 5508, Arlington, Texas 76005, hereinafter referred to as "Contractor," and the CITY OF PLANO, TEXAS, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Plano City Council and subsequent execution of this Contract by the Plano City Manager or his duly authorized designee.

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IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO SELECT OR TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS CONTRACT. CONTRACTOR SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS CONTRACT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

VIII. COMPLIANCE WITH APPLICABLE LAWS

Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Contractor or the work, and shall indemnify and save harmless City against any claim related to or arising from the violation of any such laws, ordinances and regulations whether by Contractor, its employees, officers, agents, subcontractors, or representatives. If Contractor observes that the work is at variance therewith, Contractor shall promptly notify City in writing.

**IX.
VENUE**

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract. The parties agree that this Contract is performable in Collin County, Texas, and that exclusive venue shall lie in Collin County, Texas.

**X.
ASSIGNMENT AND SUBLETTING**

Contractor agrees to retain control and to give full attention to the fulfillment of this Contract, that this Contract shall not be assigned or sublet without the prior written consent of City, and that no part or feature of the work will be sublet to anyone objectionable to City. Contractor further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Contract, shall not relieve Contractor from its full obligations to City as provided by this Contract.

**XI.
INDEPENDENT CONTRACTOR**

Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

**XII.
INSURANCE AND CERTIFICATES OF INSURANCE**

Contractor shall procure and maintain for the duration of the contract insurance coverage as set forth in the Insurance Requirements marked Exhibit "C" attached hereto and incorporated herein by reference. Contractor shall provide a signed insurance certificate verifying that they have obtained the required insurance coverage prior to the effective date of this Contract.

**XIII.
HINDRANCES AND DELAYS**

No claims shall be made by Contractor for damages resulting from hindrances or delays from any cause during the progress of any portion of the work embraced in this Contract.

**XIV.
AFFIDAVIT OF NO PROHIBITED INTEREST**

Contractor acknowledges and represents it is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. Contractor has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as **Exhibit "D."**

**XV.
SEVERABILITY**

The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.

**XVI.
TERMINATION**

City may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate further work under this contract, in whole or in part by giving at least thirty (30) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the date such notice is received.

**XVII.
ENTIRE AGREEMENT**

This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.

**XVIII.
CONTRACT INTERPRETATION**

Although this Contract is drafted by City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.

**XIX.
SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

XX.
HEADINGS

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

IN WITNESS WHEREOF, the parties have executed this Contract by signing below.

PARADIGM TRAFFIC SYSTEMS, INC., a Texas corporation

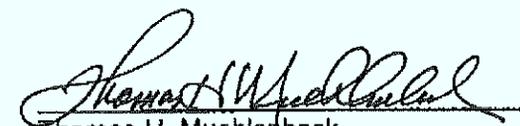
By:


Name: Jackie Jameson
Title: President

Date: 9-2-09

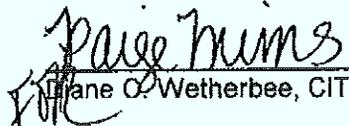
CITY OF PLANO, TEXAS

By:


Thomas H. Muehlenbeck
CITY MANAGER

Date: 9/4/09

APPROVED AS TO FORM


Paige Mims
Lane O. Wetherbee, CITY ATTORNEY

Paradigm Traffic Systems, Inc.

Bid Contact **Jackie Jameson**
estimating@paradigmtraffic.com
Ph 817-831-9406
Fax 817-831-9407

Address **P.O. Box 14509**
Ft. Worth, TX 76117

Qualifications **CISV**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
2009-111-C-1-01	Furnish UPS, 2.0 IVA 120 Volt single Phase	Supplier Product Code:	First Offer - \$2,290.00	69 / each	\$158,010.00		Y
2009-111-C-1-02	Furnish UPS Cabinet to House UPS, 2.0 IVA 120 Volt single Phase	Supplier Product Code:	First Offer - \$1,500.00	69 / each	\$103,500.00		Y
2009-111-C-1-03	Installation of UPS cabinet to house UPS	Supplier Product Code:	First Offer - \$350.00	69 / each	\$24,150.00		Y
2009-111-C-1-04	Battery Analyzer/Test	Supplier Product Code:	First Offer - \$4,790.00	2 / each	\$9,580.00		Y
Supplier Total					\$295,240.00		

Supplier: **Paradigm Traffic Systems, Inc.**

Insurance Verbiage

The successful vendor must **SUBMIT PROOF OF MEETING NECESSARY INSURANCE REQUIREMENTS** within ten (10) business days of notification by the City of Plano. Failure to respond within ten (10) business days will be grounds for declaring vendor non-responsive to specifications.

EXHIBIT e
PAGE 1 OF 3

Supplier: **Paradigm Traffic Systems, Inc.**

**INSURANCE REQUIREMENT AFFIDAVIT
(SUPPLEMENTAL INFORMATION)**

(To be completed by appropriate Insurance Agent)

I, the undersigned agent, certify that the insurance requirements contained in this bid / proposal document have been reviewed by me with the below identified vendor. If the below identified vendor is awarded this contract by the City of Plano, I will be able, within ten (10) working days after being notified of such potential award, to furnish a valid insurance certificate to the City meeting all of the requirements contained in this proposal.

Agent's Name **Susan Lucas/HUB International**

Name of Insurance Carrier **Liberty Mutual Insurance Company**

Address of Agency **2001 Bryan St. Suite 800**

City, State, Zip **Dallas, TX 75201**

Phone number where Agent may be contacted **214-979-6259**

NOTE TO AGENT:

IF THIS TIME REQUIREMENT IS NOT MET, THE CITY HAS THE RIGHT TO DECLARE THIS VENDOR NON-RESPONSIVE AND AWARD THE CONTRACT TO THE NEXT LOWEST BIDDER / PROPOSER MEETING THE SPECIFICATIONS. IF YOU HAVE ANY QUESTIONS CONCERNING THESE REQUIREMENTS, PLEASE CONTACT THE CITY OF PLANO PURCHASING DIVISION AT 972-941-7557.

EXHIBIT C
PAGE 2 OF 3

City of Plano Insurance Requirements

Requirements

Bidder / Proposer performing work on City property or public right-of-way for the City of Plano shall provide the City a certificate of insurance evidencing the coverages and coverage provisions identified herein. Bidder / Proposer shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Plano.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions
Commercial General (Public) Liability to include coverage for: <ul style="list-style-type: none"> • Premises/Operations • Products/Completed Operations • Independent Contractors • Personal Injury • Contractual Liability 	\$500,000 each occurrence, \$1,000,000 general aggregate; Or \$1,000,000 combined single limits	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City prefers that insurer be rated B+VI or higher by A.M. Best or A or higher by Standard & Poors
Business Auto Liability	As required by State of Texas	
Workers' Compensation & Employers' Liability	Statutory Limits \$100,000 each accident	City to be provided a waiver of subrogation
Questions regarding this insurance should be directed to the City of Plano Purchasing Department (972) 941-7557		
A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.		

EXHIBIT C
PAGE 3 OF 3

Council Agenda Item: #R3

AGENDA CAPTION:

Discussion and consideration of approval of the appointment of Mayor Pro Tempore and Deputy Mayor Pro Tempore.

FINANCIAL IMPACT:

BACKGROUND:

N/A

RECOMMENDATION:

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R4

AGENDA CAPTION:

PUBLIC HEARING Case 1618-SUP/Race Trac Petroleum. Public hearing, presentation, discussion and consideration of approval of an ordinance approving a change of zoning from Industrial-1 (I-1) to Local Retail (LR), and approving a Special Use Permit for the sale of beer and wine for off-premises consumption only, for property generally located at 15196 Marsh Lane, on application from Race Trac Petroleum, represented by Ms. Karen Mitchell of the Mitchell Planning Group, LLC.

COMMISSION FINDINGS: The Addison Planning and Zoning Commission, meeting in regular session on January 27, 2011, voted to recommend approval of a Special Use Permit for the sale of beer and wine for off-premises consumption only, subject to no conditions.

Voting Aye: Arfsten, DeFrancisco, Doherty, Hewitt, Oliver, Wheeler, Wood
Voting Nay: none
Absent: none

FINANCIAL IMPACT:

No financial impact

BACKGROUND:

NA

RECOMMENDATION:

Administration recommends approval.

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

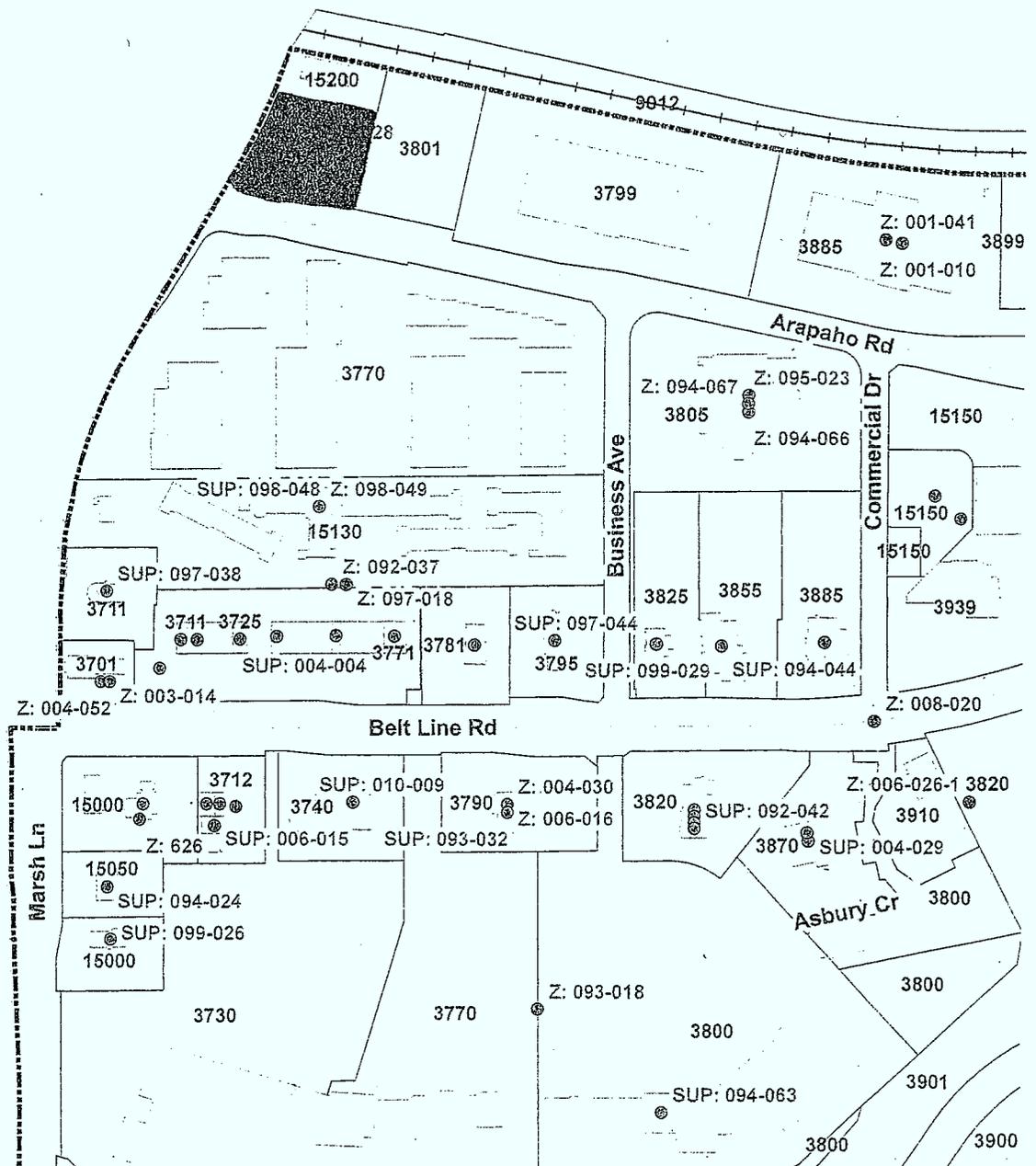
[Docket map, staff report, and commission findings](#)

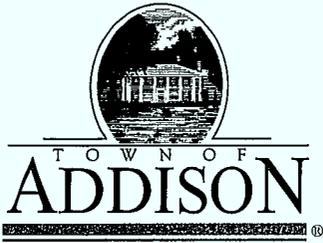
Type:

Backup Material

1618-SUP

PUBLIC HEARING Case 1618-SUP/Race Trac Petroleum. Public hearing, discussion and consideration of approval of an ordinance approving a change of zoning from Industrial-1 (I-1) to Local Retail (LR), and approving a Special Use Permit for the sale of beer and wine for off-premises consumption only, for property generally located at 15196 Marsh Lane, on application from Race Trac Petroleum, represented by Ms. Karen Mitchell of the Mitchell Planning Group, LLC.





January 21, 2011

STAFF REPORT

RE: Case 1618-SUP/Race Trac Petroleum

LOCATION: Property generally located at 15196 Marsh Lane

REQUEST: Approval of a change of zoning from I-1 (Industrial-1) to LR (Local Retail) and approval of a Special Use Permit for the sale of beer and wine for off-premises consumption only

APPLICANT: Ms. Karen Mitchell of the Mitchell Land Planning Group, LLC

DISCUSSION:

Background. Race Trac Petroleum is currently zoned Industrial-1 and has a Special Use Permit to operate a convenience store and sell gasoline, which was approved by the City Council on June 27, 2000 through Ordinance 000-028. Race Trac now wants to sell beer and wine for off-premises consumption only.

On November 2, 2010, a Charter amendment election was held and the location restriction for beer and wine sales was eliminated. It allowed beer and wine to be sold for off-premises consumption in any LR (Local Retail) district, subject to the approval of a Special Use Permit.

Race Trac is zoned Industrial-1, but it meets all the standards of the Local Retail zoning district, including landscaping. Therefore, it is eligible to be rezoned to Local Retail, and Local Retail is a zoning district that allows Special Use Permits for the sale of beer and wine.

There is a two-step process required for Race Trac to be able to sell beer and wine for off-premises consumption.

1. First, the property should be rezoned to a Local Retail district,

2. A Special Use Permit for the sale of beer and wine for off-premises consumption only must be approved.

While they must be stated as distinct acts of the Commission and Council, these two actions can be combined into one zoning case, one motion for approval, and one ordinance.

Proposed Plan. Race Trac occupies a 3,420 square foot store located on 1.372 acres. The beer and wine sales will be added to the existing floor plan for the store. There will not be any other changes to the floor plan.

Facades. Race Trac is not proposing any changes to the existing facades of the store.

Landscaping. Slade Strickland has inspected the site and finds that it has an approved plan and 20% landscaping, but there are some dead and missing plants that need to be replaced. In addition, the irrigation system will need to be updated to comply with the current irrigation regulations, which will include installation of an ET (enviro transpiration) based controller, and freeze and rain sensors.

Parking. A convenience store, when combined with a gas station, does not have a standard parking ratio, but parking is approved on a case-by-case basis as a part of the Special Use Permit required for the convenience store. Beer and wine sales are a standard retail use and currently park at 1/200. The addition of beer and wine sales to this existing store does not change the required parking.

RECOMMENDATION:

Staff recommends approval of the change from an I-1 (Industrial-1) zoning district, to a LR (Local Retail) zoning district, and approval of a Special Use Permit for the sale of beer and wine for off-premises consumption only, subject to no conditions.

Respectfully submitted,



Carmen Moran
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on January 27, 2011, voted to recommend approval of a Special Use Permit for the sale of beer and wine for off-premises consumption only, subject to no conditions.

Voting Aye: Arfsten, DeFrancisco, Doherty, Hewitt, Oliver, Wheeler, Wood

Voting Nay: none

Absent: none

Council Agenda Item: #R5

AGENDA CAPTION:

PUBLIC HEARING Case 1619-SUP/Kroger Food Stores. Public hearing, discussion and consideration of approval of an ordinance approving a change to an existing planned development zoning district, being Planned Development District 093-018 that zoned the property generally located at 3770 Belt Line Road, in order to allow the sale of beer and wine for off-premises consumption, and approving a Special Use Permit for the sale of beer and wine for off-premises consumption only for the said property, on application from Kroger Food Stores, represented by Mr. Gerald Franklin of the Gerald Franklin Agency.

COMMISSION FINDINGS: The Addison Planning and Zoning Commission, meeting in regular session on January 27, 2011, voted to recommend approval of a Special Use Permit for the sale of beer and wine for off-premises consumption only, subject to no conditions.

Voting Aye: Arfsten, DeFrancisco, Doherty, Hewitt, Oliver, Wheeler, Wood

Voting Nay: none

Absent: none

FINANCIAL IMPACT:

No financial impact.

BACKGROUND:

NA

RECOMMENDATION:

Administration recommends approval.

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

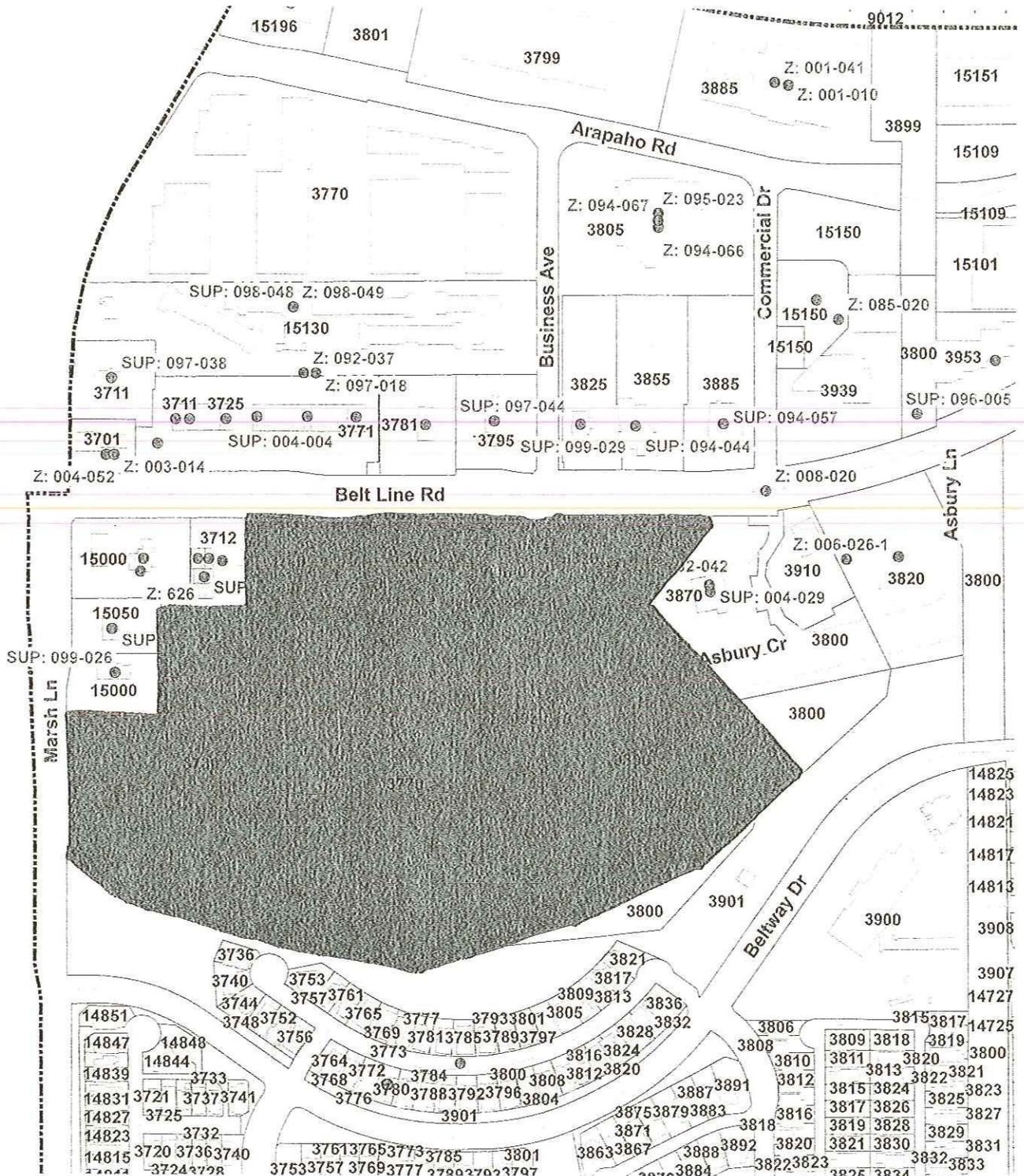
[Docket map, staff report, and commission findings](#)

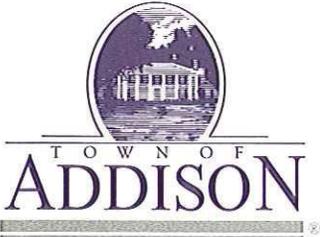
Type:

Backup Material

1619-SUP

PUBLIC HEARING Case 1619-SUP/Kroger Food Stores. Public hearing, discussion and consideration of approval of an ordinance approving a change to an existing planned development zoning district, being Planned Development District 093-018 that zoned the property generally located at 3770 Belt Line Road in order to allow the sale of beer and wine for off-premises consumption, and approving a Special Use Permit for the sale of beer and wine for off-premises consumption only for the said property, on application from Kroger Food Stores, represented by Mr. Gerald Franklin of the Gerald Franklin Agency.





DEVELOPMENT SERVICES

(972) 450-2880 Fax: (972) 450-2837

16801 Westgrove

Post Office Box 9010 Addison, Texas 75001-9010

January 17, 2011

STAFF REPORT

RE: Case 1619-SUP/Kroger Food Stores

LOCATION: Planned Development District 093-018
generally located at 3770 Belt Line Road

REQUEST: Approval of a change to an existing
planned development zoning district,
being Planned Development District 093-
018 in order to allow the sale of beer
and wine for off-premises consumption,
and approving a Special Use Permit for
the sale of beer and wine for off-premises
consumption only for the said property

APPLICANT: Mr. Gerald Franklin of the Gerald
Franklin Agency

DISCUSSION:

Background. In 1993, this site was developed with a shopping center containing a K-Mart and a Winn-Dixie Grocery Store. The K-Mart closed and was replaced with a Target store, and the Winn-Dixie closed and was replaced with a Kroger Food Store. Kroger has been operating in this location for approximately five years.

On November 2, 2010, a Charter amendment election was held and the location restriction for beer and wine sales was eliminated. It allowed beer and wine to be sold for off-premises consumption in any LR (Local Retail) district, subject to the approval of a Special Use Permit.

However, many of the areas that have been cited as desirable sites for the sale of beer and wine were not zoned Local Retail, such as Village on the Parkway, Addison Circle, the Sam's Club site, and this site including both Target and Kroger. Therefore, the staff was instructed by the Council to bring forward an amendment to the Special Use Permit article of the zoning ordinance to amend Paragraph (27) to read as follows:

(27) Sale of beer and wine for off-premises consumption only in any local retail district, in any urban center district, or in any planned development district

wherein the sale of beer and wine for off-premises consumption is specifically allowed in the ordinance establishing such planned development.

The amendment was approved by the Council on January 11, 2011 through Ordinance 011-007.

There is a two-step process required for Kroger, and other stores located in planned development districts, to be able to sell beer and wine for off-premises consumption.

1. First, the planned development district regulations must be amended to the sale of beer and wine for off-premises consumption as an allowed use,
2. A Special Use Permit for the sale of beer and wine for off-premises consumption only must be approved.

While they must be stated as distinct acts of the Commission and Council, these two actions can be combined into one zoning case, one motion for approval, and one ordinance.

Planned Development Ordinance 093-018. The Planned Development ordinance that covers the shopping center in which Kroger Food Stores is located allows all typical local retail uses. The uses are listed in Section 2. Staff recommends the list in Section 2 be amended to read as follows:

SECTION 2. In the hereinabove described land, no land or building shall be used, erected or converted to any use other than:

Antique shop
Aquarium
Art gallery
Automotive goods, retail sales only
Automotive service, limited to the K-Mart store only
Bakery, retail sales only
Bank, office, wholesale sales office or sample room
Barber and beauty shops
Bird and pet shops, retail
Book or stationery store
Camera shop
Candy, cigars and tobaccos, retail sales only
Caterer and wedding service, offices only
Cleaning, dyeing and laundry pick-up station for receiving and delivery of articles to be cleaned
Cleaning and pressing shops having an area of not more than 6,000 square feet
Curtain cleaning shop having an area of not more than 6,000 square feet
Department store, novelty or variety shop, retail sales only
Drug store, retail sales only

Florist, retail sales only
 Furniture store, retail only
 Grocery store, retail sales only
 Hardware, sporting goods, toys, paints, wallpaper, clothing, retail sales only
 Household and office furniture, furnishings, and appliances, retail only
 Job printing
 Jewelry, optical goods, photographic supplies, retail sales only
 Library, rental
 Meat market, retail sales only
 Office building
 Photographers or artists studio
 Parking lot without public garage or automobile facilities for the parking of passenger cars and trucks of less than one (1) ton capacity only
 Professional offices for architect, attorney, engineer, and real estate
 Piano and musical instruments, retail sales only
 Restaurant with or without sale of alcohol for on-premises consumption (subject to Special Use Permit approval)
 Retail store/shop for custom work or the making of articles to be sold for retail on the premises
Sale of beer and wine for off-premises consumption only (subject to Special Use Permit approval)
 Seamstress, dressmaker or tailor
 Shoe repair shop, retail sales only
 Studios, dance, music, drama, health, reducing
 Studio for the display and sale of glass, china, art objects, cloth and draperies
 Taxi stand
 Video stores, sales and rental of video cassettes and players
 Washateria, equipped with automatic washing machines of the type customarily found in a home and where the customers may personally supervise the washing and handling of their laundry
 Wearing apparel, including clothing, shoes, hats, millinery and accessories
 Accessory buildings and uses customarily incident to the above uses.

It should be noted that this planned development district covers 42.49 acres, and the ability to sell beer and wine for off-premises consumption goes to all land contained within the PD. Therefore, in the future, if Target requests an SUP to sell beer and wine for off-premises consumption, it will not have to go through the two-step process because sale of beer and wine for off-premises consumption will already be allowed in the district. Target will simply have to apply for a Special Use Permit.

Proposed Plan. Kroger Food Stores occupies a 60,606 square foot space in the Addison Town Center shopping Center. The beer and wine sales will be added to the existing floor plan for the store. There will not be any changes to the floor plan.

Facades. Kroger Food Stores is not proposing any changes to the existing facades of the grocery store.

Parking. A grocery store parks at a 1/200 standard retail parking ratio. Beer and wine sales are a standard retail use and currently park at 1/200. The addition of beer and wine sales to this existing store does not change the required parking.

Landscaping. Slade Strickland has been dealing with some landscaping issues on this site for several months. Improper pruning, which is a violation of our landscaping ordinance, has caused 38 trees to be disfigured. The owners of this property have violated the following sections of Article XXI. Landscape Regulations

Section 8. - Tree replacement and protection.

(B)

Replacement trees.

(1)

Every property owner shall replace dead, removed, missing, **improperly pruned, or damaged trees**, by any act or omission, within 30 days after notification by the town, unless the existing season, climate, or calendar dictates postponement of the tree replacement beyond the said period of 30 days as agreed to by the town; in the event of such postponement, a property owner shall replace any such tree within the time period set forth in the notification form the town. **This provision shall also apply to trees that have been severely damaged, or disfigured by improper pruning, including but not limited to lion-tailing or topping.** In addition to this section, replacement tree size and configuration shall comply with the standards set forth in section 9 of this article.

Section 9. - Landscape standards and specifications.

(a)

General standards.

(1)

The best professional practices of the American Society of Landscape Architects, the International Society of Arboriculture, the American Nursery and Landscape Association and Texas Nursery and Landscape Association regarding planting installation, trimming, **pruning**, and fertilization shall apply to the landscape standards and specifications included in this section 9.

Staff recommends that, as a start, the owner replace 10 cedar elms around the perimeter of the Schloztsky's and Einstein Bagel pad sites with specimen quality, 4-inch diameter red oaks. In addition, there are 27 remaining cedar elms and live oaks in the internal parking lot area of the Kroger Center that should be replaced with 4-inch cedar elm or red oak trees by March 2012. In addition, the agreement shall stipulate that all

trees on the Kroger Center site be pruned by a company who employs an International Society of Arboriculture (ISA) Certified Arborist.

In addition to the tree replacement program, the staff recommends that the irrigation system in the center be updated to comply with the revised irrigation regulations, which require installation of an ET (evapo-transporation) based controller and freeze and rain sensors.

RECOMMENDATION:

The staff feels that only businesses and shopping centers that meet current regulations and do not have current zoning and landscaping violations should be approved to sell beer and wine.

Staff recommends denial of the request for a change to an existing planned development zoning district, being Planned Development District 093-018 that zoned the property generally located at 3770 Belt Line Road, and denial of a Special Use Permit for the sale of beer and wine for off-premises consumption only for the said property.

Respectfully submitted,

A handwritten signature in black ink that reads "C. MORAN". The signature is written in a cursive, slightly stylized font.

Carmen Moran
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on January 27, 2011, voted to recommend approval of a Special Use Permit for the sale of beer and wine for off-premises consumption only, subject to no conditions.

Voting Aye: Arfsten, DeFrancisco, Doherty, Hewitt, Oliver, Wheeler, Wood

Voting Nay: none

Absent: none

Memorandum

Date: January 18, 2011
To: Carmen Moran, Director of Development Services
From: Slade Strickland, Director of Parks and Recreation
Subject: **Case 1619-SUP/Kroger Food Stores**

Staff recommends that the property owner institute a tree replacement agreement with the town to address 37 trees that were disfigured, resulting from excessive removal of lower canopy limbs.

Staff recommends that 10 cedar elms be replaced within the Schlotsky's and Einstein Bagel pad sites with specimen quality, 4-inch diameter red oaks as a condition for the Kroger SUP approval. Some of the existing trees will need to be relocated to new areas in the perimeter Schlotsky's green belt to allow room for root establishment and growth. There are 27 remaining cedar elms and live oaks in the internal parking lot area of the Kroger Center that will need to be replaced with 4-inch cedar elm or red oaks by March 2012.

In addition to the tree replacement, the agreement should stipulate that all trees on the Kroger Center site will be pruned by a company who employs an International Society of Arboriculture (ISA) Certified Arborist. The ISA Certified Arborist will ensure that trees are pruned according to the Town's pruning standards.

The irrigation system in the center will need to be updated to comply with the revised irrigation regulations, which will include installation of an ET based controller, freeze and rain sensors.

Memorandum

Date: January 27, 2011
To: Ron Whitehead
Cc: Carmen Moran
From: Slade Strickland
Subject: **Kroger Center Tree Replacement Recommendation**

After reassessing the site this morning and reviewing the historical tree removal/mitigation plans completed on this site to improve visibility, it would not make sense to remove and replace several of the trees that were limbed up with a new tree, as it will continue to be a visibility problem for the center in the future. With this in mind, I focused on areas where replacement trees can be located to preserve the view corridors that are important to the property owner and existing businesses.

I recommend that a total of 21 trees be removed and replaced with 6-inch diameter live oaks where gaps exist on the north/south planter islands on each side of the main driveway entries into the center. There are 4 north/south planter islands with adequate space for 8 new trees to fill in gaps left open where trees died and were never replaced. Additionally, the green belt directly north of Einsteins Bagels/Schlotsky's has room for additional tree mitigation.

Eleven of the more severely pruned trees I flagged for removal are located around the Einstein Bagel/Schlotsky's pad site, and the remaining ten trees are located in front of Kroger and Babies R Us. Two cedar elms on the northeast and northwest corners of the Einstein Bagel/Schlotsky's buildings should be permanently removed and replaced with trees elsewhere on the site in an approved location. This will address any future concerns about visibility to these new businesses. This also applies to a live oak directly west of Schlotsky's along Belt Line entry drive.

We will mark up existing plans to make available for the property owner to review for approval, and will coordinate staking the new tree locations on site if this recommendation is approved.

Carmen Moran

From: Bernard Shaw [bshaw@cencorrealty.com]
Sent: Thursday, January 27, 2011 4:04 PM
To: Slade Strickland
Cc: Carmen Moran; Ron Whitehead
Subject: RE: Draft Recommendation

Slade:

Thank you for all of your hard work on this. This sounds like a reasonable plan. I look forward to visiting with you on site to identify location and finalize any remaining details. Let's plan to meet next week on property at your convenience.

Thank you Ron and Carmen. I personally appreciate your assistance on this matter and I know Mr. Weitzman does as well.

Sincerely,

Bernard

Bernard Shaw
Asset Management
Cencor Realty Services
an Affiliate of The Weitzman Group
3102 Maple Avenue, Suite 500
Dallas, TX 75201
214.720.6607 O
214.953.0860 F
214.886.4424 C

From: Slade Strickland [<mailto:sstrickland@addisontx.gov>]
Sent: Thursday, January 27, 2011 3:32 PM
To: Bernard Shaw
Cc: Carmen Moran; Ron Whitehead
Subject: FW: Draft Recommendation

Bernard please see Ron's response below to my recommendation, which is attached. Please let me know if you have any questions. I will be in my office, so feel free to call. Thank you

Slade Strickland Director of Parks and Recreation
O972.450.2869 C972.489.4426 sstrickland@addisontx.gov

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[Learn more at AddisonGreen.info](http://www.addisongreen.info)



WE'RE GLAD YOU'RE HERE

From: Ron Whitehead
Sent: Thursday, January 27, 2011 3:25 PM
To: Slade Strickland

Cc: Carmen Moran

Subject: RE: Draft Recommendation

Slade, Sounds fair and I spoke to Mr. Weitzman and he assured me that they would work with us to achieve a reasonable solution, but I would like you to send this to Mr. Shaw for his concurrence. If he agrees then we can inform the Planning and Zoning Commission and they can factor this in their considerations this evening. Ron

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JTS

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Council Agenda Item: #R6

AGENDA CAPTION:

PUBLIC HEARING Case 1620-SUP/7-Eleven Convenience Store #19358. Public hearing, discussion and consideration of approval of an ordinance approving a Special Use Permit for the sale of beer and wine for off-premises consumption only, for that property located in a Local Retail zoning district at 14400 Marsh Lane, on application from 7-Eleven Convenience Stores, represented by Ms. Christina Tanner of Gardere and Wynne.

COMMISSION FINDINGS: The Addison Planning and Zoning Commission, meeting in regular session on January 27, 2011, voted to recommend approval of a Special Use Permit for the sale of beer and wine for off-premises consumption only, subject to no conditions.

Voting Aye: Arfsten, DeFrancisco, Doherty, Hewitt, Oliver, Wheeler, Wood
Voting Nay: none
Absent: none

FINANCIAL IMPACT:

No budget impact.

BACKGROUND:

NA

RECOMMENDATION:

Administration recommends approval.

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

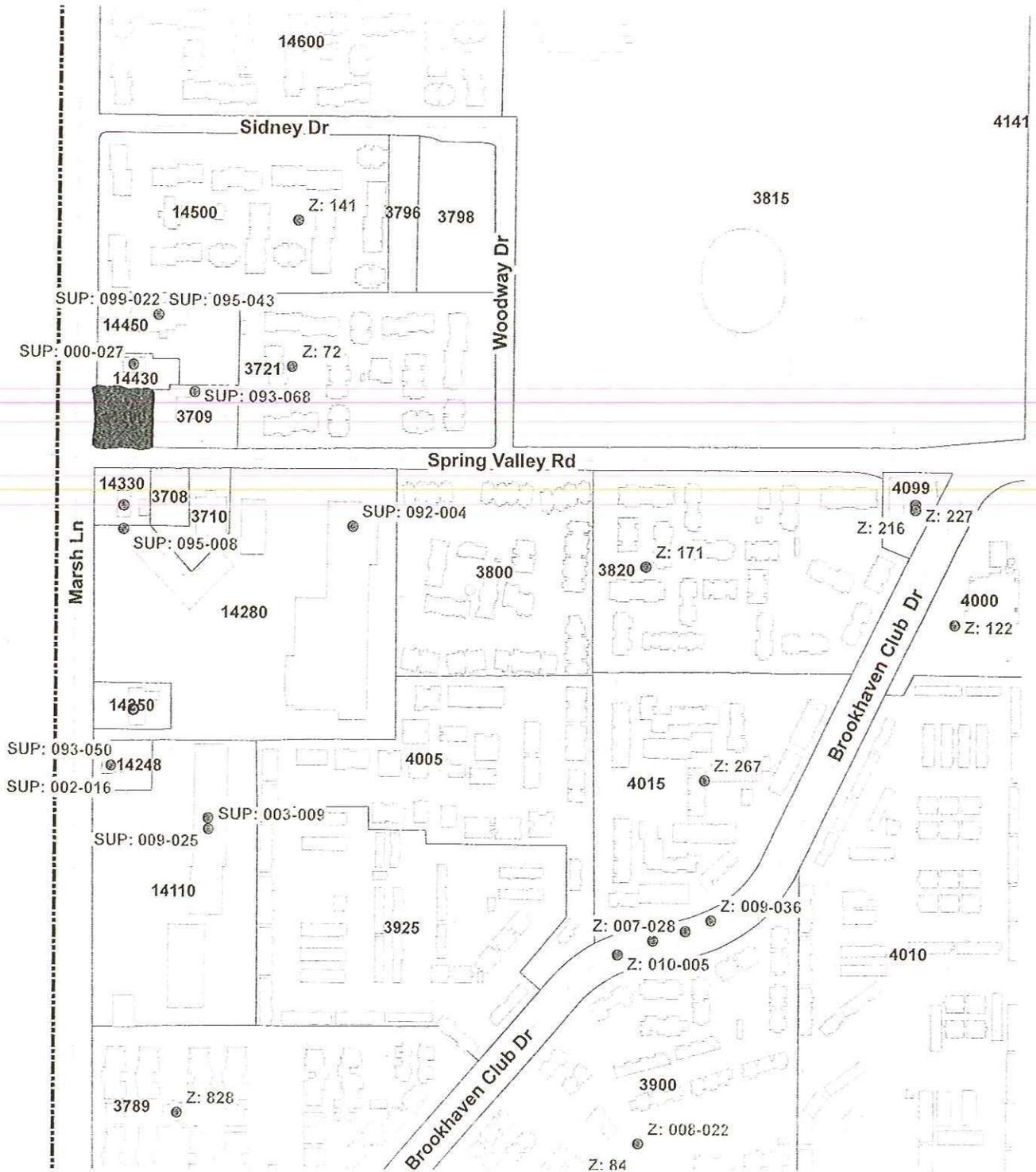
[Docket map, staff report and commission findings](#)

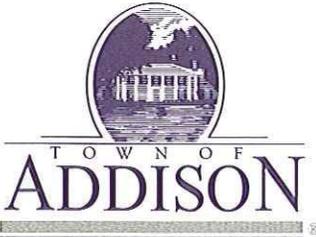
Type:

Backup Material

1620-SUP

PUBLIC HEARING Case 1620-SUP/7-Eleven Convenience Store #19358. Public hearing, discussion and consideration of approval of an ordinance approving a Special Use Permit for the sale of beer and wine for off-premises consumption only, for that property located in a Local Retail zoning district at 14400 Marsh Lane, on application from 7-Eleven Convenience Stores, represented by Ms. Christina Tanner of Gardere and Wynne.





January 18, 2011

STAFF REPORT

RE: Case 1620-SUP/7-Eleven Convenience Stores

LOCATION: A LR (Local Retail) zoning district located at 144400 Marsh Lane

REQUEST: Approval of a Special Use Permit for the sale of beer and wine for off-premises consumption only

APPLICANT: 7-Eleven Convenience Stores, Represented by Ms. Christina Tanner of Gardere and Wynne

DISCUSSION:

Background. 7-Eleven has operated a convenience store with gasoline sales at this location since the 1970s. The sale of gasoline and a convenience store both require a Special Use Permit. However, this 7-Eleven was opened prior to sale of gasoline and convenience stores being placed in the SUP category, so it operated until 1983 as a legal non-conforming use. In 1983, 7-Eleven remodeled the store, and an SUP was approved on November 8, 1983 through Ordinance 083-068.

On November 2, 2010, a Charter amendment election was held and the location restriction for beer and wine sales was eliminated. Therefore, beer and wine can currently be sold for off-premises consumption in any LR (Local Retail) district, subject to the approval of a Special Use Permit. 7-Eleven is within a Local Retail zoning district, and would like to add beer and wine sales to its convenience store operation.

Proposed Plan. The convenience store occupies a 2,400 square foot building on the gas station site. The beer and wine sales will be added to existing coolers located in the store. There will not be any changes to the floor plan.

Facades. 7-Eleven is not proposing any changes to the existing facades of the convenience store.

Landscaping. The site pre-dates the Town's requirement for landscaping. However, the staff feels that this additional SUP presents an opportunity to get the site improved and upgraded to be more consistent with other sites in the neighborhood. Slade Strickland has submitted photos of the site which show that it has almost no landscaping and does not meet the 20% requirement nor the requirement for a parkway, which are contained in Article XXI, Section 7:

Section 7. - Landscape design standards.

At least 20 percent of the gross site or lot shall be maintained as landscaped area in the following districts:

- Apartment dwelling district;
- Mixed-use residential;
- **Local retail district;**
- Planned development districts;
- Commercial-1 district;
- Commercial-2 district
- **Special use permits.**

(A)

Street landscape buffer: in all districts, a 20-foot wide landscape buffer strip shall be provided along the entire length of the portion of the perimeter of the lot where a public or private street exists, exclusive of driveways and access ways to points of ingress and egress to and from the lot. The property owner shall be responsible for landscaping, irrigation, and maintenance of any right-of-way area between the property line and the curb line.

Slade Strickland recommends that the applicant submit a landscape and irrigation plan to remove the existing pavers (shown on the attached photos) and install landscaping and irrigation in the parkway area adjacent to both Marsh Lane and Spring Valley.

In addition, the dumpster on the site is not screened as required in Article IX, Local Retail District Regulations, Section 11:

Section 11. - Refuse facilities.

All refuse and refuse containers shall be screened from all public right-of-way. Such containers shall be set on a designed reinforced concrete pad and approach. Screening walls must be of aesthetic material.

Parking. A convenience store, when combined with a gas station, does not have a standard parking ratio, but parking is approved on a case-by-case basis as a part of the Special Use Permit required for the convenience store. Beer and wine sales are a standard retail use and currently park at 1/200. The addition of beer and wine sales to this existing store does not change the required parking.

RECOMMENDATION:

The staff feels that only businesses and shopping centers that meet current regulations and do not have current zoning and landscaping violations should be approved to sell beer and wine.

Staff recommends denial of the request for a Special Use Permit for the sale of beer and wine for off-premises consumption only.

Respectfully submitted,

A handwritten signature in black ink that reads "C MORAN". The signature is written in a cursive, slightly stylized font.

Carmen Moran
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on January 27, 2011, voted to recommend approval of a Special Use Permit for the sale of beer and wine for off-premises consumption only, subject to no conditions.

Voting Aye: Arfsten, DeFrancisco, Doherty, Hewitt, Oliver, Wheeler, Wood
Voting Nay: none
Absent: none

Memorandum

Date: January 18, 2011
To: Carmen Moran, Director of Development Services
From: Slade Strickland, Director of Parks and Recreation
Subject: **Case 1620-SUP/7-Eleven Convenience Store #19358**

This site has no landscaping and paving would need to be removed to provide planting areas. Parking spaces are very limited, so the only areas where landscaping could be installed that would not impact the parking is in the decorative pavers along Spring Valley Road and Marsh Lane. Photos of these areas are attached. Landscaping in these areas would represent about 5 percent of the site that would be landscaped.

Staff recommends that consideration be given to requiring the applicant to submit a landscape and irrigation plan to upgrade the decorative pavers. The dumpster on the north side of the building needs to be screened, and the declining tree next to the dumpster needs to be removed.

The irrigation system in the center will need to be updated to comply with the revised irrigation regulations, which will include installation of an ET based controller, freeze and rain sensors.



BROOK HAVEN DRY CLEANERS & LAUNDRY

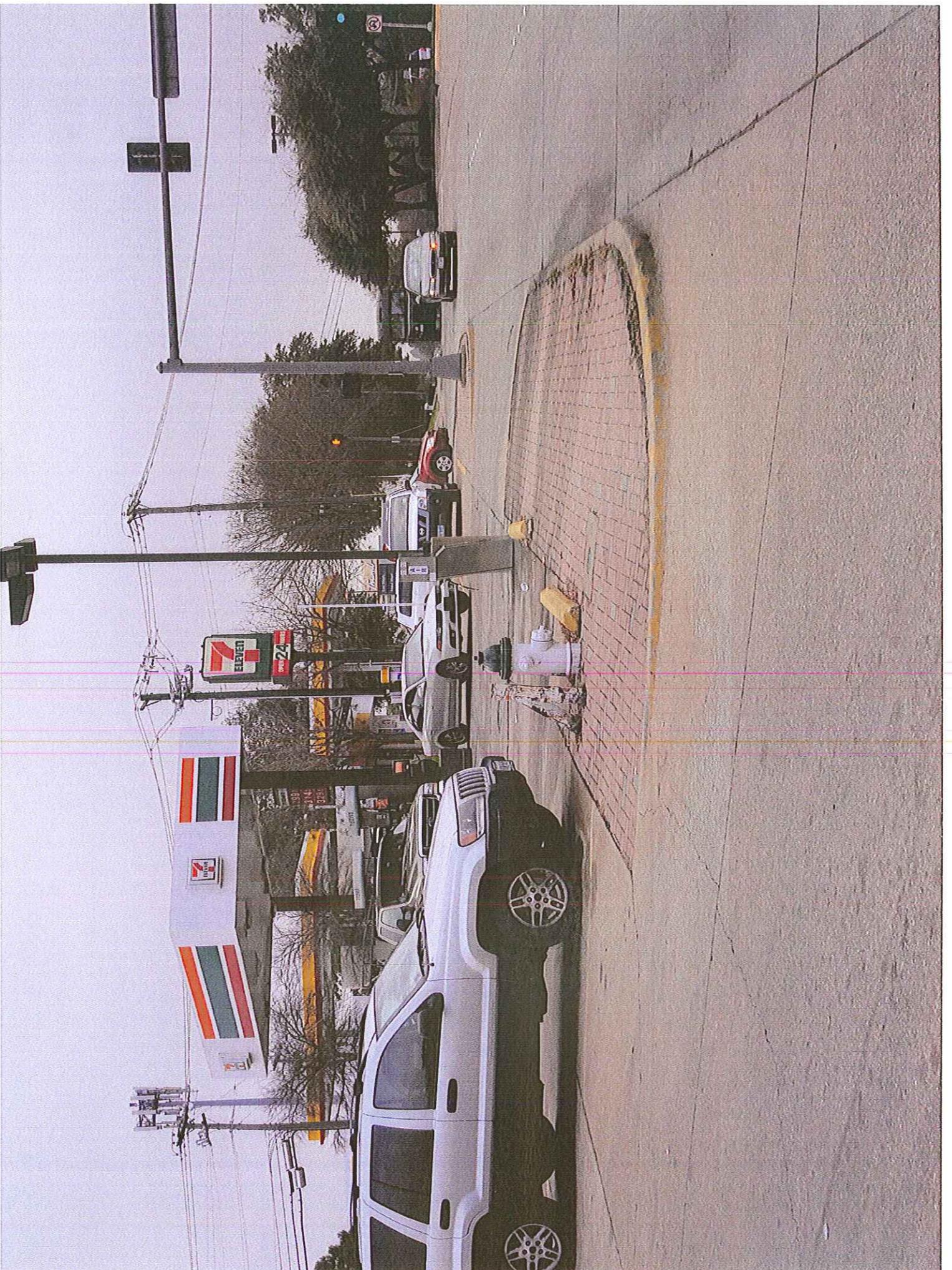
STUDIO 11 Haircuts & More

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Council Agenda Item: #R7

AGENDA CAPTION:

PUBLIC HEARING Case 1621-SUP/C-Store # 104. Public hearing, discussion and consideration of approval of an ordinance approving a change to an existing planned development zoning district, being Planned Development District 083-043 that zoned the property generally located at 16601 Addison Road, in order to allow the sale of beer and wine for off-premises consumption, and approving a Special Use Permit for the sale of beer and wine for off-premises consumption only for that said property, located in a Planned Development District located at 16601 Addison Road, on application from C-Store #104, represented by Mr. Bruce Assadi of Headline Construction.

COMMISSION FINDINGS: The Addison Planning and Zoning Commission, meeting in regular session on January 27, 2011, voted to recommend approval of a Special Use Permit for the sale of beer and wine for off-premises consumption only, subject to the following conditions.

- the existing landscaping on the site be renovated with the installation of new shrubs to replace those that are dead or missing prior to the issuance of a Certificate of Occupancy.
- the irrigation system shall be updated to comply with the current irrigation regulations, which include the installation of an ET (evapo-transpiration) based controller and freeze and rain sensors, prior to the issuance of a Certificate of Occupancy.

Voting Aye: Arfsten, DeFrancisco, Doherty, Hewitt, Oliver, Wheeler, Wood

Voting Nay: none

Absent: none

FINANCIAL IMPACT:

No financial impact.

BACKGROUND:

NA

RECOMMENDATION:

Administration recommends approval.

COUNCIL GOALS:

N/A

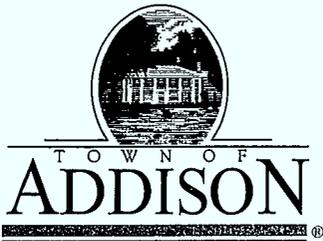
ATTACHMENTS:

Description:

[Docket map, staff report and commission findings](#)

Type:

Backup Material



DEVELOPMENT SERVICES

(972) 450-2880 Fax: (972) 450-2837

16801 Westgrove

Post Office Box 9010 Addison, Texas 75001-9010

January 17, 2011

STAFF REPORT

RE: Case 1621-SUP/C Store #104

LOCATION: Planned Development District 083-043
generally located at 16601 Addison Road

REQUEST: Approval of a change to an existing
planned development zoning district,
being Planned Development District 083-
043 in order to allow the sale of beer
and wine for off-premises consumption,
and approving a Special Use Permit for
the sale of beer and wine for off-premises
consumption only for the said property

APPLICANT: C Store #104, represented by Mr. Bruce
Assadi of Headline Construction

DISCUSSION:

Background. On November 2, 2010, a Charter amendment election was held and the location restriction for beer and wine sales was eliminated. It allowed beer and wine to be sold for off-premises consumption in any LR (Local Retail) district, subject to the approval of a Special Use Permit.

However, many of the areas that have been cited as desirable sites for the sale of beer and wine were not zoned Local Retail, such as Village on the Parkway, Addison Circle, the Sam's Club site, and other shopping centers. Therefore, the staff was instructed by the Council to bring forward an amendment to the Special Use Permit article of the zoning ordinance to amend Paragraph (27) to read as follows:

(27) Sale of beer and wine for off-premises consumption only in any local retail district, in any urban center district, or in any planned development district wherein the sale of beer and wine for off-premises consumption is specifically allowed in the ordinance establishing such planned development.

The amendment was approved by the Council on January 11, 2011 through Ordinance 011-007.

There is a two-step process required for the C-Store #104, and other stores located in planned development districts, to be able to sell beer and wine for off-premises consumption.

1. First, the planned development district regulations must be amended to the sale of beer and wine for off-premises consumption as an allowed use,
2. A Special Use Permit for the sale of beer and wine for off-premises consumption only must be approved.

While they must be stated as distinct acts of the Commission and Council, these two actions can be combined into one zoning case, one motion for approval, and one ordinance.

Planned Development Ordinance 083-043. In 1983, this site was rezoned from Commercial-1 to a Planned Development district (083-043) and developed with a small shopping center. At one time, there was a Chinese restaurant in one space in the shopping center, and that restaurant sold alcohol for on-premises consumption. When the staff reviewed Planned Development ordinance 083-043, it found that, like many of the older PD ordinances, it did not have a list of uses. Section 2 said:

SECTION 2. In the herinabove described land or building no land shall be used erected or converted to any use other than what is provided in Planned Development District Article of the Comprehensive Zoning Ordinance, and said property shall be improved in accordance with the development plans which are attached hereto and made a part hereof for all purposes.

Section 3 of the Planned Development District regulations state:

Section 3. - Uses permitted.

A planned development district may be approved for any use or combination of uses allowed under the zoning ordinance including special use permits. The uses permitted in any specific planned development district shall be enumerated in the ordinance establishing such districts.

The original Section 2 of Ordinance 083-043 should have contained a list of uses, and staff feels that if it had, it would be the same uses that are typically allowed for shopping centers. The staff proposes Section 2 of Ordinance 083-043 be amended to read as follows:

SECTION 2. In the herinabove described land, no land or building shall be used erected or converted to any use other than what is listed in this section, and said property shall be improved in accordance with the development plans which are attached hereto and made a part hereof for all purposes.

In the hereinabove described land, no land or building shall be used, erected or converted to any use other than:

Antique shop
Aquarium
Art gallery
Automotive goods, retail sales only
Automotive service, limited to the K-Mart store only
Bakery, retail sales only
Bank, office, wholesale sales office or sample room
Barber and beauty shops
Bird and pet shops, retail
Book or stationery store
Camera shop
Candy, cigars and tobaccos, retail sales only
Caterer and wedding service, offices only
Cleaning, dyeing and laundry pick-up station for receiving and delivery of articles to be cleaned
Cleaning and pressing shops having an area of not more than 6,000 square feet
Curtain cleaning shop having an area of not more than 6,000 square feet
Department store, novelty or variety shop, retail sales only
Drug store, retail sales only
Florist, retail sales only
Furniture store, retail only
Grocery store, retail sales only
Hardware, sporting goods, toys, paints, wallpaper, clothing, retail sales only
Household and office furniture, furnishings, and appliances, retail only
Job printing
Jewelry, optical goods, photographic supplies, retail sales only
Library, rental
Meat market, retail sales only
Office building
Photographers or artists studio
Parking lot without public garage or automobile facilities for the parking of passenger cars and trucks of less than one (1) ton capacity only
Professional offices for architect, attorney, engineer, and real estate
Piano and musical instruments, retail sales only
Restaurant with or without sale of alcohol for on-premises consumption (subject to Special Use Permit approval)
Retail store/shop for custom work or the making of articles to be sold for retail on the premises
Sale of beer and wine for off-premises consumption only (subject to Special Use Permit approval)
Seamstress, dressmaker or tailor
Shoe repair shop, retail sales only
Studios, dance, music, drama, health, reducing

Studio for the display and sale of glass, china, art objects, cloth and draperies
Taxi stand
Video stores, sales and rental of video cassettes and players
Washateria, equipped with automatic washing machines of the type customarily found in a home and where the customers may personally supervise the washing and handling of their laundry
Wearing apparel, including clothing, shoes, hats, millinery and accessories
Accessory buildings and uses customarily incident to the above uses.

It should be noted that this planned development district covers 1.1307 acres, and the ability to sell beer and wine for off-premises consumption goes to all land contained within the PD. Therefore, in the future, if another merchant in this center requests an SUP to sell beer and wine for off-premises consumption, it will not have to go through the two-step process because sale of beer and wine for off-premises consumption will already be allowed in the district.

Proposed Plan. C-Store #104 currently occupies approximately 2,800 square feet in the small shopping center at the northwest corner of Addison Road and Sunbelt Drive. C-Store runs a deli operation out of its existing store and sells burritos, corn dogs, popcorn, and other convenience store items to go. The operator is planning to take in an eight-hundred (800) square-foot lease space next door and move the existing deli into that space in order to make room for the coolers to contain beer and wine. There will be construction permits required to expand the space and take in the adjacent lease space, and a new Certificate of Occupancy will be required for the expanded space.

Facades. C-Store is not proposing any changes to the existing facades of the convenience store or the adjacent lease space.

Landscaping. Slade Strickland has inspected the site and finds that it does not meet the current 20% requirement for landscaping. It would require removal of parking spaces and replacement with landscaping on the south and east sides of the site to meet the 20% requirement. In addition, the planting beds in front of the center along Sunbelt Drive and Westgrove have dead and missing shrubs that need to be replaced. The staff does not believe that the center has parking in excess of its required parking because there are a couple of restaurants in the center which increase the parking requirement. Therefore, staff recommends that the existing landscaping on the site be renovated with the installation of new shrubs to replace those that are dead or missing.

Also, the irrigation system will need to be updated to comply with the current irrigation regulations, which include the installation of an ET (evapo-transpiration) based controller and freeze and rain sensors.

Parking. A convenience store parks at a 1/200 standard retail parking ratio. Beer and wine sales are a standard retail use and currently park at 1/200. The addition of beer and wine sales to this existing store does not change the required parking.

RECOMMENDATION:

Staff recommends approval of the Amendment to an existing Planned Development District, being Planned Development District 083-043 in order to allow the sale of beer and wine for off-premises consumption only, and approval of a Special Use Permit for the sale of beer and wine for off-premises consumption only, subject to the following condition:

-the existing landscaping on the site be renovated with the installation of new shrubs to replace those that are dead or missing prior to the issuance of a Certificate of Occupancy.

-the irrigation system shall be updated to comply with the current irrigation regulations, which include the installation of an ET (evapo-transpiration) based controller and freeze and rain sensors, prior to the issuance of a Certificate of Occupancy.

Respectfully submitted,

A handwritten signature in black ink that reads "CMORAN". The letters are stylized and connected, with a large "C" and "M" at the beginning.

Carmen Moran
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on January 27, 2011, voted to recommend approval of a Special Use Permit for the sale of beer and wine for off-premises consumption only, subject to the following conditions.

-the existing landscaping on the site be renovated with the installation of new shrubs to replace those that are dead or missing prior to the issuance of a Certificate of Occupancy.

-the irrigation system shall be updated to comply with the current irrigation regulations, which include the installation of an ET (evapo-transpiration) based controller and freeze and rain sensors, prior to the issuance of a Certificate of Occupancy.

Voting Aye: Arfsten, DeFrancisco, Doherty, Hewitt, Oliver, Wheeler, Wood

Voting Nay: none

Absent: none

Memorandum

Date: January 18, 2011
To: Carmen Moran, Director of Development Services
From: Slade Strickland, Director of Parks and Recreation
Subject: **Case 1621-SUP/C-Store #104**

This site does not meet the 20 percent landscape requirement, and would require removal of parking spaces and replacement with landscaping on the south and east sides of the site to meet the 20 percent requirement. In addition the planting beds in front of the center along Sunbelt Drive and Westgrove have dead and missing shrubs that will need to be replaced.

The irrigation system will need to be updated to comply with the revised irrigation regulations, which will include installation of an ET based controller, freeze and rain sensors.

Council Agenda Item: #R8

AGENDA CAPTION:

PUBLIC HEARING Case 1622-SUP/Addison Market. Public hearing, discussion and consideration of approval of an ordinance approving a Special Use Permit for the sale of beer and wine for off-premises consumption only, for that property located in an Urban Center zoning district at 5049 Addison Circle, on application from Mr. Yasmeeen Panjwani.

COMMISSION FINDINGS: The Addison Planning and Zoning Commission, meeting in regular session on January 27, 2011, voted to recommend approval of a Special Use Permit for the sale of beer and wine for off-premises consumption only, subject to no conditions.

Voting Aye: Arfsten, DeFrancisco, Doherty, Hewitt, Oliver, Wheeler, Wood

Voting Nay: none

Absent: none

FINANCIAL IMPACT:

No financial impact.

BACKGROUND:

NA

RECOMMENDATION:

Administration recommends approval.

COUNCIL GOALS:

N/A

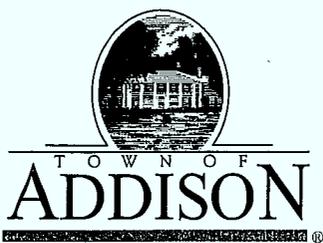
ATTACHMENTS:

Description:

[Docket map, staff report and commission findings](#)

Type:

Backup Material



DEVELOPMENT SERVICES

(972) 450-2880 Fax: (972) 450-2837

16801 Westgrove

Post Office Box 9010 Addison, Texas 75001-9010

January 20, 2011

STAFF REPORT

RE: Case 1622-SUP/Addison Market

LOCATION: An UC (Urban Center) zoning district
Located at 5049 Addison Circle

REQUEST: Approval of a Special Use Permit for the
sale of beer and wine for off-premises
consumption only

APPLICANT: Mr. Yasmeen Panjwani

DISCUSSION:

Background. Addison Market has operated a grocery store at this location since for the past several years. A grocery store that does not sell gasoline does not require an Special Use Permit in the Urban Center district. The store has never sold beer and wine for off-premises consumption due to the location restriction in the Town's charter, which required that all sales of beer and wine be located on Inwood Road, south of Belt Line Road.

On November 2, 2010, a Charter amendment election was held and the location restriction for beer and wine sales was eliminated. Therefore, beer and wine can currently be sold for off-premises consumption in any LR (Local Retail) district, subject to the approval of a Special Use Permit.

However, many of the areas that have been cited as desirable sites for the sale of beer and wine were not zoned Local Retail, such as Village on the Parkway and Addison Circle. Therefore, the staff was instructed by the Council to bring forward an amendment to the Special Use Permit article of the zoning ordinance to amend Paragraph (27) to read as follows:

(27) Sale of beer and wine for off-premises consumption only in any local retail district, in any urban center district, or in any planned development district wherein the sale of beer and wine for off-premises consumption is specifically allowed in the ordinance establishing such planned development.

The amendment was approved by the Council on January 11, 2011 through Ordinance 011-007.

Addison Market is located in the UC (Urban Center) district. Therefore, it is eligible to apply for a Special Use Permit for the sale of beer and wine for off-premises consumption.

Proposed Plan. The Addison Market store occupies a 1,500 square foot lease space in the southeast corner of an apartment building addressed as 5049 Addison Circle. The beer and wine sales will be added to existing coolers located in the store. There will not be any other changes to the floor plan.

Facades. Addison Market is not proposing any changes to the existing facades of the store.

Landscaping. The site has in the Addison Circle development. There is not a site landscaping requirement for individual tenants.

Parking. A retail grocery store in the Urban Center district has a parking ratio of 1/200 square feet. The addition of beer and wine sales will not change the square footage or parking requirement of the existing store. The store meets the 1/200 parking ratio.

RECOMMENDATION:

Staff recommends approval of the Special Use Permit for the sale of beer and wine for off-premises consumption, subject to no conditions.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'C Moran', with a stylized flourish at the end.

Carmen Moran
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on January 27, 2011, voted to recommend approval of a Special Use Permit for the sale of beer and wine for off-premises consumption only, subject to no conditions.

Voting Aye: Arfsten, DeFrancisco, Doherty, Hewitt, Oliver, Wheeler, Wood

Voting Nay: none

Absent: none

Memorandum

Date: January 18, 2011
To: Carmen Moran, Director of Development Services
From: Slade Strickland, Director of Parks and Recreation
Subject: **Case 1622-SUP/Addison Market**

There are no landscape conditions for this location, since it is located in the Urban Center zoning district.