



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

APRIL 10, 2012

TOWN HALL

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

REGULAR MEETING

Pledge of Allegiance

Item #R1- Announcements and Acknowledgements regarding Town and Council Events and Activities

Introduction of Employees

Discussion of Events/Meetings

Item #R2- Consent Agenda.

#2a- Approval of Minutes for the March 27, 2012 Regular

Council Meeting.

#2b- Discussion and consideration of approval of a 9-1-1 Emergency Service Agreement between the Town and Big River Telephone Company, LLC regarding billing for 9-1-1 emergency services.

#2c- Discussion and consideration of a Resolution charging the Addison Planning and Zoning Commission with the task of examining the Town's current Comprehensive Plan, researching options and possibilities for the use of land within the Town's boundaries, and making recommendations to the City Council on revisions to the Town of Addison Comprehensive Plan.

Item #R3 Presentation of a proclamation for the Dallas Holocaust Museum.
-

Item #R4 Presentation of a resolution recognizing Joel Jenkinson as the Texas Department of Transportation Aviation Division, General Aviation Reliever Airport Manager of the Year Award recipient.
-

Item #R5 Recognition of Sergeant Shawn Allen and Investigator Eric Aguilar for creation of New Police Badges.
-

Item #R6 Discussion and consideration of appointment a member to the Board of Zoning Adjustment.
-

Attachment(s):

1. List of BZA members

Item #R7 **PUBLIC HEARING** Case 1651-SUP/Sweet Frog Premium Frozen Yogurt. Requesting approval of an ordinance approving a Special Use Permit for a restaurant (yogurt shop) located at 3750 Belt Line Road, Suite 188C, on application from Sweet Frog, represented by Mr. Jay Woo and Mr. Mike Pak.

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on March 22, 2012, voted to recommend approval a Special Use Permit for a restaurant, subject to the following conditions:

-1,209 square feet currently contained in the Schlotzsky's restaurant space must be abandoned by Schlotzsky's and vacated prior to the issuance of a building permit for the Sweet Frog space.

-Four dead Live Oak trees and one dead Redbud tree on the east end of the site shall be replaced prior to the issuance of a Certificate of Occupancy for the Sweet Frog space.

Voting Aye: Angel, Doherty, Groce, Hewitt, Oliver, Stockard, Wood

Voting Nay: none

Absent: none

Attachment(s):

1. docket map, staff report, commission findings, and plans

Recommendation:

Administration recommends approval.

Item #R8 - Presentation and discussion of economic development department's one-year milestone report of achievements and status report of incentives awarded to corporate projects.

Item #R9 - Presentation and discussion of a bi-annual report of projects initiated by the Metrocrest Chamber of Commerce as part of the Service Agreement between the Town of Addison and the Metrocrest Chamber.

Item #R10 - Presentation and discussion regarding the Town of Addison library card program.

Item #ES1 - Closed (executive) session of the Addison City Council, pursuant to Section 551.071 of the Texas Government Code, to conduct a private consultation with its attorney(s) to seek the advice of its attorney(s) on a matter in which the duty of the attorney(s) to the City Council under the Texas Disciplinary Rules of Professional Conduct clearly conflicts with Chapter 551, Texas Government Code, regarding an economic development agreement for the Village on the Parkway.

Item #R11 - 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 any action regarding the offer of a financial or other incentive to such business prospect or business prospects.

Adjourn Meeting

Posted:

Chris Terry, 4/6/12, 5:00 pm

**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 2a

AGENDA CAPTION:

Approval of Minutes for the March 27, 2012 Regular Council Meeting.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

N/A

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

[March 27 minutes](#)

Type:

Backup Material

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

March 27, 2012

6:00 PM - Town Hall

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

Upstairs Conference Room

Council Members Present:

Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow, Resnik

Absent:

None

Work Session

Item #WS1 - Discussion regarding a potential Addison Legacy Foundation program.

Item #WS2 - Discussion of the process for the update of the Town's Comprehensive Plan.

Item #WS3 - Discussion regarding Town Meeting presentations.

Mayor-Todd Meier

Attest:

City Secretary-Chris Terry

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL REGULAR MEETING

March 27, 2012

6:00 PM - Town Hall

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

Chris Terry, 3/23/2012, 5:00 PM

Council Members Present:

Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow, Resnik

Absent:

None

REGULAR MEETING

Item #R1 - Announcements and Acknowledgements regarding Town and Council Events and Activities

The following employees were introduced: Katie Roller, Finance; Carolyn Flanagan, Police Department; Matt McCombs, City Manager's Office.

There was no action taken.

Item #R2 - Consent Agenda

#2a - Approval of Minutes for the March 13, 2012 Regular Council Meeting.

A motion to Approve was made by Council Member Blake Clemens. The motion was seconded by Council Member Chris DeFrancisco. The motion result was: Passed
Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow, Resnik

Voting Nay: None

#2b - Approval authorizing the City Manager to execute a contract with Groves Electric for roadway lighting maintenance.

A motion to Approve was made by Council Member Blake Clemens. The motion was seconded by Council Member Chris DeFrancisco. The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow, Resnik

Voting Nay: None

#2c - Approval of a change order totaling \$26,062.07 for additional excavation by Elite Landscape related to the Redding Trail Extension and George H.W. Bush Elementary School site improvements.

A motion to Approve was made by Council Member Blake Clemens. The motion was seconded by Council Member Chris DeFrancisco. The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow, Resnik

Voting Nay: None

#2d - Approval of final payment to Elite Landscape totaling \$74,016.05 for construction of the George H.W. Bush Elementary and Redding Trail Extension landscaping, playground and trail improvements.

A motion to Approve was made by Council Member Blake Clemens. The motion was seconded by Council Member Chris DeFrancisco. The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow, Resnik

Voting Nay: None

#2e - Approval of an SPCOA/CLEC Non-Facilities Based, Reseller 9-1-1 Agreement between the Town and Big River Telephone Company,

LLC regarding billing for 9-1-1 emergency services.

Item was pulled from the agenda.

There was no action taken.

Item #R3 - Discussion and consideration of appointment of two members to the Board of Zoning Adjustment.

Blake Clemens nominated Burt Burkholder to the Board of Zoning Adjustment.

Bruce Arfsten deferred nomination until the April 10 meeting.

A motion to Approve was made by Council Member Blake Clemens.

The motion was seconded by Mayor Todd Meier.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow, Resnik

Voting Nay: None

Item #R4 - Discussion and consideration of approval of a Resolution approving an agreement between the Town and the Communities Foundation of Texas regarding the establishment of a charitable fund under the control of the Foundation for the benefit of the Town and its citizens.

Todd Meier and Blake Clemens presented and spoke regarding this item.

A motion to Approve was made by Council Member Blake Clemens.

The motion was seconded by Council Member Chris DeFrancisco.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow, Resnik

Voting Nay: None

Item #R5 - PUBLIC HEARING. Presentation, discussion and consideration of the annual approval of an ordinance of the Town establishing standards of care for youth recreation programs conducted by the Town for elementary age children ages 5 through 13; providing for compliance with Section 42.041(b)(14) of the Texas Human Resources Code.

Randy Rogers, Recreation Department, presented and spoke regarding this item.

A motion to Approve was made by Council Member Neil Resnik. The motion was seconded by Council Member Kimberly Lay. The motion result was: Passed
Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow, Resnik
Voting Nay: None

Item #R6 - Presentation, discussion, and approval of a Service Center Lobby renovation project.

Mark Acevedo, General Services, presented and spoke regarding this item.

A motion to Approve was made by Council Member Kimberly Lay. The motion was seconded by Council Member Neil Resnik. The motion result was: Passed
Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow, Resnik
Voting Nay: None

Item #R7 - Presentation and discussion regarding the development and process of the Town of Addison's comprehensive sustainability program.

Chris DeFrancisco presented and spoke regarding this item.

There was no action taken.

Item #R8 - Discussion and consideration of approval of a request to host a Collaborative Adaptive Sensing of the Atmosphere (CASA) radar site in Addison and authorization to purchase and install radar equipment totaling approximately \$45,000.

There was no action taken.

Item #ES1 - Closed (executive) session of the Addison City Council, pursuant to Section 551.071 of the Texas Government Code, to conduct a private consultation with its attorney(s) to seek the advice of its attorney(s) about contemplated litigation or on a matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct clearly conflicts with Chapter 551, Texas Government Code, regarding a lease at Addison Airport.

Council entered executive session at 8:27 pm.

There was no action taken.

Item #ES2 - Closed (executive) session of the Addison City Council, pursuant to Section 551.071 of the Texas Government Code, to conduct a private consultation with its attorney(s) to seek the advice of its attorney(s) on a matter in which the duty of the attorney(s) to the City Council under the Texas Disciplinary Rules of Professional Conduct clearly conflicts with Chapter 551, Texas Government Code, regarding a license agreement at Addison Airport.

Council left executive session at 9:27 pm.

There was no action taken.

Item #ES3 - Closed (Executive) session of the Addison City Council pursuant to Section 551.072 of the Texas Government Code to deliberate the purchase, exchange, lease, or value of real property

located adjacent to or within Addison Airport.

There was no action taken.

Item #R9 - Consideration of any action regarding a lease at Addison Airport.

Item was pulled from the agenda.

There was no action taken.

Item #R10 - Consideration of any action regarding a license agreement at Addison Airport.

Item was pulled from the agenda.

There was no action taken.

Item #R11 - Consideration of any action regarding the purchase, exchange, lease, or value of real property located adjacent to or within the Addison Airport.

Item was pulled from the agenda.

There was no action taken.

Mayor-Todd Meier

Attest:

City Secretary-Chris Terry

Council Agenda Item: #R 2b

AGENDA CAPTION:

Discussion and consideration of approval of a 9-1-1 Emergency Service Agreement between the Town and Big River Telephone Company, LLC regarding billing for 9-1-1 emergency services.

FINANCIAL IMPACT:

No significant financial impact to the Town will be realized.

BACKGROUND:

Section 82-242 of the Town's Code of Ordinances requires that a supplier of telephone service have a written contract with the Town for the billing and collection of a fee for 9-1-1 service. That section sets the 9-1-1 service fee at an amount equal to 6% of a customer's base rate and that equals \$0.62 per month for each residential line, \$1.52 per month for each business line, or \$2.40 per month for each business trunk line. The fees are collected by the telephone companies from their customers and paid to the Town. The fees are to be used to provide for the purchase, installation and replacement of 9-1-1 service equipment, operating and maintenance costs and other costs attributable to designing a 9-1-1 system, including personnel and other emergency communications equipment and service and costs reasonably related to 9-1-1 service.

The Town received a request from Big River Telephone Company, LLC to enter into a 9-1-1 billing agreement. Big River is the holder of a service provider certificate of operating authority (SPCOA) from the Texas Public Utilities Commission. Big River is a Missouri based company and, according to its SPCOA application filed with the Texas Public Utilities Commission, offers local and inter-exchange telephone service to residential and small and medium sized businesses.

The form of the proposed agreement is one that has been used in the past by the Town.

RECOMMENDATION:

It is recommended that the Agreement be approved.

COUNCIL GOALS:

Mindful Stewardship of Town Resources, Provide Superior Public Safety, Customer Service, Social and Health Services to the Community, Conduct the Business of the Town in a Fiscally Responsible Manner

ATTACHMENTS:

Description:

[Agreement](#)

Type:

Backup Material

Decision. The City shall not release any information that is subject to a confidentiality agreement executed between the Parties until the Attorney General issues an Attorney General Open Records Decision resolving the request for Company's plan or any part of the plan. The City is not required to request an open records decision ruling regarding information for which there has been an open records ruling that such identical information is public information.

3. **Interconnection.** Company's interconnection arrangements for 9-1-1 emergency service shall meet the minimum standards in

- a. PUC Substantive Rule 26.272, as amended or superseded;
- b. the Applicable Laws addressing, including, or interpreting standards or features for 9-1-1 emergency service applicable to Company;
- c. and any requirements promulgated in the future by the City pursuant to the authority vested in the City by the Applicable Laws and the applicable provisions of this Agreement.

Where possible, Company may exceed the above standards.

4. Company shall provide to the City an equal or, where possible, a greater level of service and functionality from the Company switch to the tandem, also known as the 9-1-1 selective router, as is currently provided by Southwestern Bell, the incumbent local exchange company.

The City may amend its 9-1-1 emergency service requirements from time to time. Unless a shorter time period is necessary to protect the public safety, the City shall permit Company one hundred eighty (180) days to comply with the City's amendments. Where a shorter time period is necessary to protect the public safety, the City shall permit Company the greatest length of time possible, without jeopardizing the public safety, and where possible the Parties shall negotiate the shorter time period.

5. **Service Establishment.** Company proposes to commence local service in its authorized service area on 3/1/2012 ("Service Establishment Date"). Before cutover on the Service Establishment Date, both Company and the City will test the Company's 9-1-1 emergency service as set forth in Attachment No. 2. The testing requirements and procedures shall be mutually agreed upon by the Company and the City. Final approval as to the adequacy of installation of 9-1-1 emergency service shall rest with the City. The City shall not withhold written final approval upon Company's satisfactory provision of the 9-1-1 emergency service required by this Agreement. Satisfactory provision shall be the working provision of the 9-1-1 emergency service required by the Agreement and provided by Company to interconnection with the incumbent local exchange company CCN holder but not including the incumbent local exchange company CCN holder's 9-1-1 emergency service. The City shall provide Company with final approval in writing within three (3) working days of testing.

6. **Changes to Facilities.** Unless a shorter time period is necessary to protect the public safety, Company shall notify the City of any changes or expansion in its facilities, service area(s), or other changes affecting the routing or completion of all calls which are affected by or which affect the provision of 9-1-1 emergency service, no later than forty-five (45) days in advance of such change or expansion. Such notice shall include a reference to this section of this Agreement, specifying the responsibility of the City to respond within twenty (20) days. The City

shall notify Company, no later than twenty (20) days following receipt of Company's notice, if the City has concerns with Company's proposed changes or expansion and shall provide specificity regarding such concerns. Changes to the plan shall be deemed approved on the proposed implementation date if the City does not comply with this twenty (20) day response requirement. If the City notifies Company that the proposed changes or expansion raise concerns, the City shall work in good faith with Company to resolve such concerns as soon as possible; in no event shall the City notify Company of its decision later than five (5) days before the proposed implementation date. Any proposed changes in the plan shall not affect approval for Company's current plan to which the City had granted prior approval. Company shall provide to the City within twenty (20) days the revisions to the plan, in the form of a modified Attachment No. 1, upon the City's approval of the changes or expansion. Where a shorter time period is necessary to protect the public safety, the City shall permit Company the greatest length of time possible, without jeopardizing the public safety, and where possible the Parties shall negotiate a shorter time period.

7. **Use of Tandem.** Unless negotiated and agreed to by the Parties in advance, Company shall use the tandem, also known as the 9-1-1 selective router, designated and approved by the City and shall not directly trunk to any Public Safety Answering Point ("PSAP"), as reflected on Attachment No. 1, illustrating Company's tandem arrangements. Unless Company uses a tandem negotiated and agreed to by the Parties in advance, the tandem designated and approved by the City shall provide 9-1-1 emergency service required by the City pursuant to this agreement.

8. **Billing, Collection, Remittance of Fees.** Company shall bill, collect, and remit the appropriate 9-1-1 emergency service fee to the City, as provided in the Applicable Laws and reflected in Attachment No. 3.

The initial payment due, whether quarterly or monthly, is due no later than the 30th day after the last day of the calendar quarter or month, whichever is applicable, in which the fees were collected. Remittances shall be made by direct deposit to the City's bank or by check, the procedure to be designated by mutual agreement of the Parties. A report shall be sent by U.S. mail by Company or Company's designated agent, to City Finance Director, Town of Addison, P. O. Box 9010, Addison, Texas 75001-9010. That report, to be made quarterly, shall state the number of subscriber lines, designating the number of both residential and business lines, for which fees have been collected and are being transmitted. At all times Company shall be responsible for the accuracy of the report. From time to time, the governing body of the City may change the 9-1-1 emergency service fee. Such changes shall be communicated to Company for changes in Company's collection and remittance of 9-1-1 emergency service fee, according to the provisions of the Applicable Laws. The City shall notify Company of any change Company must make in Company's collection and remittance of 9-1-1 emergency service fee with sufficient advance time, but not to exceed 91 days before the date the change takes effect, to permit Company's billing system to comply timely with the change. Furthermore, Company may retain an administrative fee equal to one percent (1%) of the fees Company collects. If agreed to by the City, Company may deduct the Network Service Charges from the fees collected in this section before making remittance to the City.

9. **Network Service Charges.** All Company Network Service Charges billed to the City for 9-1-1 emergency service by Company shall comply with all applicable federal and state laws and rules, including PUC Substantive Rule 23.97. The Company's Schedule of Network Service Charges to be billed the City shall be provided with this Agreement as Attachment No. 4. Subject to the Parties' negotiation and agreement, Company may revise Company's Schedule of

Network Service Charges from time to time in order to recover the reasonable costs that Company incurs for 9-1-1 emergency service. Unless the Parties agree to a different remittance schedule, the City shall remit the Network Service Charges monthly or quarterly in accordance with the remittance schedule in paragraph 8. The City shall make payment as directed by applicable law.

10. **Interim Number Portability.** Company and the City agree that it is in the public interest for interim number portability to be as seamless and transparent as possible to persons seeking emergency assistance by calling the number 9-1-1 and to PSAP personnel answering those 9-1-1 emergency service calls. Company shall cooperate and coordinate with the City to the fullest extent possible regarding the implementation and effect of interim number portability on the 9-1-1 emergency service and shall assist the City with educating PSAP personnel. The Parties agree that the City shall bear the cost of any PSAP modifications and Company shall bear its costs of implementing the above-described interim number portability solution.

11. **9-1-1 Database Activities.** Company shall coordinate and cooperate to the fullest extent possible with the City regarding all 9-1-1 database activities necessary to provide accurate, efficient, seamless, and transparent 9-1-1 emergency service. Company agrees to comply with current National Emergency Number Association standards and any current City requirement addressing 9-1-1 database activities or future requirements promulgated pursuant to the terms of this Agreement.

12. **Cooperation.** The Parties also agree to work in good faith with each other to resolve any disagreements and negotiations prior to the City or Company taking any formal action. Formal action shall consist of the following, in the order stated: first, alternative dispute resolution by a mutually agreed third-party; second, an administrative proceeding, including arbitration, if authorized by statute; and third, a judicial proceeding.

13. **Notice.** All notices required by or relating to this Agreement shall be deemed to have been made upon receipt and confirmation via facsimile mail and by deposit of the original facsimile mail in the U.S. mail. All notices required by or relating to this Agreement shall be addressed to the respective Parties as follows:

To City: Finance Director
Town of Addison
P. O. Box 9010
Addison, Texas 75001-9010
FAX: 972-450-7065

Company: Big River Telephone, LLC.
24 S Minnesota
Cape Girardeau, MO 63701
FAX: 573-388-2346

14. **Disaster Recovery Plan.** Company's Disaster Recovery Plan, as required by PUC Substantive Rule 23.97, is found on Attachment No. 5. The plan shall consist of an explanation with sufficient specificity for the City to determine Company's compliance with the requirements of this Agreement but shall not require the Company to reveal any information that the Company

considers trade secret, confidential, and/or proprietary or that would give another service supplier a competitive advantage. Company's plan shall be a stand-alone plan that addresses solely Company's 9-1-1 disaster recovery procedures. City shall not withhold approval of Company's plan because City asserts that Company's plan does not include the disaster recovery plan of the incumbent local exchange company CCN holder. Company may submit the plan, or any part of the plan, that it considers trade secret, confidential, and/or proprietary or that would give another service supplier a competitive advantage, under seal. The City shall keep the plan, or any part of the plan, confidential to the extent permitted by law. Upon receiving a request for Company's plan or any part of Company's plan that Company submitted under seal, the City shall request an opinion from the Texas Attorney General as to whether or not the information requested should be released pursuant to the Texas Public Information Act, Ch. 552, Tex. Gov. Code, and shall notify Company concurrently with its request for the Attorney General decision. The City shall not release any such information that is submitted under seal until the Attorney General issues a decision resolving the request. The City is not required to request an open records decision ruling regarding information for which there has been an open records ruling that such identical information is public information.

15. **Indemnification.** Company agrees that it shall indemnify the City, its officials, officers, employees and agents against, and hold the City, its officials, officers, employees and agents harmless from, any and all liability, actions, causes of action, lawsuits, damages, judgments, costs, expenses or fees (including attorneys fees) for any injury to or the death of any person or damage to or destruction of any property that results from, arises out of, or may be occasioned by any act of gross negligence, recklessness, or intentional misconduct by Company, its officers, employees and agents, in the performance of or in connection with this Agreement. The standard of "gross negligence, recklessness, or intentional misconduct" is established by State law, and the Parties agree that, if the State law is amended, the said standard shall be amended to reflect the then current State law. Company's indemnification hereunder shall apply without regard to whether acts, errors, omission or neglect of the City would otherwise have made them jointly or derivatively negligent or liable for such damage or injury, excepting only that Company shall not be obligated to so protect, defend, indemnify and hold harmless if such damage or injury is due to the sole negligence of the City. The terms of this paragraph 15 shall survive the termination of this Agreement.

16. **Insurance.** Company covenants and agrees that it will, at all times during the term of this Agreement and at its sole expense, maintain and carry commercial package liability insurance covering 9-1-1 service and including commercial general liability coverage, premises/operations, independent contractors, product/completed operations, personal injury, data processing errors and omissions (i.e. not excluded), and contractual liability covering, but not limited to, the indemnification provisions of this Agreement, in the amount of not less than \$1,000,000 for injury to or destruction of property or personal injury or death.

All such insurance shall: (i) be issued by a carrier which has a financial rating of A:VII or better as currently assigned in *BEST'S KEY RATING GUIDE* and is licensed to do business in the State of Texas, and (ii) name the City as an additional insured and contain a waiver of subrogation endorsement in favor of the City. A certificate evidencing such insurance, together with the declaration page of such policies, along with the endorsement naming the City as an additional insured, shall be delivered to the City upon the execution of this Agreement. At the City's request, Company shall make a copy of each of such policies available for the City's review. Each such

policy shall provide that, at least 30 days prior to the cancellation, non-renewal or material modification of the same, the City shall receive written notice of such cancellation, non-renewal or modification. The City reserves the right to review the insurance requirements contained herein and to adjust coverages and limits when deemed necessary and prudent by the City.

17. **Default PSAP.** In a Company service area covered by a single NXX and multiple PSAPs, the City shall designate one of the PSAPs as the default PSAP that will be used by Company as the default route in the occurrence of a failure condition or emergency calls to Operator Services. The City shall require that such designated PSAP be assigned a 10-digit number and that the 10-digit number be provided to the Company for use in the occurrence of a failure condition or emergency calls to Operator Services. NXX is the three-digit switch entity indicator which is defined by the “D,” “E,” and “F” digits of a 10-digit telephone number within the North American Numbering Plan. The designated default information is contained in Attachment No. 6.

18. **Assignment.** Neither the City nor Company shall have the right or power to assign, transfer or otherwise convey this Agreement, in whole or in part, without the prior written consent of the non-assigning party; provided, however, that an assignment to an Affiliate of Company shall not require the consent of the City (provided that such Affiliate assumes all of the rights, duties, and obligations of Company hereunder), except that Company shall give notice of such an assignment to the City at least ten (10) days prior to such assignment or transfer. For purposes of this Agreement, *Affiliate* means (i) all persons, corporations or other entities, if any, controlled by Company, and (ii) all persons, corporations or other entities, if any, which control Company. As used in this definition of *Affiliate*, *control* means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities or partnership interests, by contract, or otherwise.

19. **Default.**

A. *Conditions of default.* The failure of Company to cooperate with the development and maintenance of the 9-1-1 database(s), or the non-payment of any charges due hereunder constitutes a condition of default under this Agreement.

B. *Notice of default.* Upon the determination by the City that a condition of default exists, the City shall notify Company in writing of the type and nature of the condition.

C. *Cure.* Company shall have ten (10) working days from the receipt of the notice of default (or such other length of time as the City may specify in the notice) to notify the City of Company’s exact plan to cure the default. The plan proposed by Company must include the length of time required for the cure. If Company’s proposed cure is approved by the City, Company shall begin to implement the plan immediately. If Company’s proposed cure is not approved by the City, Company shall have five working days to modify the plan according to the concerns specified by the City.

D. *Remedies.* Should Company not act promptly to devise a plan acceptable to the City to cure the default or be unable to cure the default within the time specified, the City shall have the right to pursue any and all legal remedies, including, without limitation, the right to terminate this Agreement.

18. **Contact and Escalation List.** The Company and City will exchange and periodically update, at least yearly, a contact and escalation list. The contact and escalation list are found in Attachments No. 7a and 7b.

19. **Standards on Company.** The City shall not impose, or fail to impose, on Company any requirement, service, feature, standard, or rate that is not required of the incumbent local exchange company CCN holder.

20. **Applicable Law.** The validity of this Agreement and of 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. This Agreement shall be performable and all compensation payable in Dallas County, Texas. Venue under this Agreement lies in Dallas County, Texas.

21. **Entire Agreement; Authorized Parties.** This Agreement, together with all attachments, sets forth the entire understanding of the Parties. No representation, promise, or statement of intention has been made by either Party which is not embodied herein. The undersigned officers and/or agents of the Parties are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

22. **Non-Exclusive Contract.** Company understands and agrees that City may, at its option, without obligation to Company, contract for services with any other entity or entities for the collection of delinquent or other accounts. Collections effectuated by such other entities will in no manner entitle Company to any commission or other compensation in connection therewith.

TOWN OF ADDISON, TEXAS

Big River Telephone
(name of firm)

By: _____
Ron Whitehead, City Manager

By: _____

Typed Name: Jessica Kirstein

ATTEST:

Its: Network Planning and Engineering

ATTEST:

By: _____
City Secretary

By: _____

ATTACHMENT NO. 1

COMPANY 9-1-1 SERVICE PLAN FOR CITY LOCATIONS

COMPANY PROVIDED INFORMATION:

1. Company NXX(s) serving City locations:

2. Type services provided:

Business Lines:	<u> X </u>
Residential Lines:	<u> X </u>
ISDN:	<u> X </u>
CENTREX:	<u> X </u>
Intrastate Toll:	<u> X </u>

3. (Company) Switch:

Location:	<u> CPGRMOCPDS1 </u>
Type:	<u> Metaswitch </u>

4. Tandem(s) connection(s):

To Location:	<u> Dallas Diamond Tandem </u>
Initial Trunk Group Size:	<u> 2 </u>
NXX(s) sent:	<u> LNP Only </u>
To Location:	<u> </u>
Initial Trunk Group Size:	<u> </u>
NXX(s) sent:	<u> </u>

5. Company 9-1-1 Database input to: ATT

6. Company administrative location: 24 S Minnesota, Cape Girardeau, MO 63701

ATTACHMENT NO. 2

9-1-1 CUTOVER -- OPERATIONAL TESTS

E9-1-1 TRUNK GROUP & EMERGENCY CALLS TO AN OPERATOR

The test calls, except default routing, must have the calling address and telephone number in the designated 9-1-1 Database.

Test calls will be made for each Company NXX.

Carrier will notify each PSAP associated with a test call prior to be the scheduled test date.

9-1-1 TRUNK TEST

- Isolate the trunk under test
- Place a 9-1-1 call using a number built in the 9-1-1 database
- Tester will advise the call taker that this is a test call being made by (carrier)
- Tester will verify the PSAP contacted
- Tester will request the 9-1-1 Call Taker to verify the ANI and ALI received
- Tester will request 9-1-1 Call Taker call back to the test number
- Repeat test for all 9-1-1 trunks

DEFAULT ROUTE TESTS

ALI Failure

- Place a 9-1-1 call using a number not built in the 9-1-1 database
- Tester will advise the 9-1-1 Call Taker that this is a test call being made by (Company)
- Tester will verify that the call was answered by the default PSAP

Trunk Failure

- Fail all 9-1-1 trunks
- Verify failure alarms are received locally and at the Switching Control Center
- Activate alternate routing to default PSAP 10 digit emergency number
- Tester will advise the 9-1-1 Call Taker that this is a test call being made by (Company)
- Tester will verify that the call was answered by the default PSAP Operator Services
- Place a call to the 0 (operator) from the NXX under test
- Identify to the operator that this is as an emergency test call to 9-1-1 and ask the operator to connect tester to the emergency agency
- The Operator should connect the call to the default PSAP
- Tester will advise the 9-1-1 Call Taker that this is a test call being made by (Company)
- Tester will verify that the call was completed to the default PSAP

ATTACHMENT NO. 3

9-1-1 FEES TO BE BILLED BY COMPANY

FEE AMOUNTS:

The 911 Emergency Service Fee shall be charged pursuant to applicable laws and regulations of the City, as the same may be amended or superseded, and the fee is:

Residential: \$0.62 per line

Business:

Line: \$1.52 per line

Trunk: \$2.40 per trunk line

REMITTANCE TO 9-1-1 ENTITY:

Payable to: Town of Addison, Texas

Send to: Director, Financial & Strategic Services
Town of Addison
P.O. Box 9010
Addison, Texas 75001-9010

ATTACHMENT NO. 4

NETWORK SERVICE CHARGES

- | | |
|---|------------------------------|
| 1. Company switch to 9-1-1 tandem facilities: | \$XXX/mo |
| 2. Interconnect company pass-through charges: | \$xxx/mo
\$xxx/1000 lines |
| 3. Database Input System charges: | \$xxx/line/mo |

ATTACHMENT NO. 5

9-1-1 DISASTER RECOVERY / SERVICE RESTORATION PLAN (Example of minimum requirements)

E9-1-1 Trunk Group Failure or 9-1-1 Tandem Failure

In the event of an all trunks to the 9-1-1 tandem failure or a 9-1-1 tandem failure occurs, the following procedure will be used:

Before Company switch turn-up, a local default PSAP 10 digit emergency telephone number, provided by local 9-1-1 agency, will be route index assigned and translated for forwarding 9-1-1 calls to the default PSAP.

Upon notification (alarms or human report) of a tandem or bunking failure the Network Management Center, the associated Switching Control Center or local personnel will redirect the 9-1-1 calls from the route index of the 9-1-1 trunks to the route index of the local default PSAP 10-digit emergency telephone number.

This will allow these rerouted 9-1-1 calls to complete over the Public Switched Network.

Notification of failure conditions and restoration will be made to the local 9-1-1 agency designated notification point.

All efforts will be made to restore the failure quickly and return to regular 9-1-1 call routing

Company Switch Isolation

In the unlikely event of complete company switch isolation from the 9-1-1 and Public Switched networks, no calls will be completed outside the Company switch. The following procedure will be followed:

Upon notification (alarms or human report) of a complete Office isolation, the Network Management Center and associated Switching Control Center and local service personnel will undertake prearranged emergency procedures to restore normal switch operation.

Notification of failure conditions and restoration will be made to the local 9-1-1 agency designated notification point.

All efforts will be made to restore the failure quickly and return to regular 9-1-1 call routing.

ATTACHMENT NO. 6

**9-1-1 ENTITY DEFAULT ROUTING DESIGNATION
For Use By Company**

9-1-1 ENTITY(S) PROVIDED INFORMATION

Default PSAP for:

A. ANI/ALI Failure:

- 1. PSAP Name: Addison Police
- 2. PSAP ESN #: 255

B. Company 9-1-1 Trunk Group Failure:

- 1. PSAP Name: Addison Police/SWB
- 2. 10 Digit Public Switched Network Emergency # for PSAP access:

C. Emergency Calls to an Operator (0-):

- 1. PSAP Name: Addison
- 2. 10 Digit Public Switched Network Emergency # for PSAP access: 972 -233-1111

ATTACHMENT NO. 7(A)

COMPANY 9-1-1 ESCALATION & CONTACT LIST

Database & Billing	Jessica Kirstein Network Planning (314) 225-2209 Jkirstein@bigrivertelephone.com	Andrew Schwantner Contract Compliance Manager (314) 225-2205 as@bigrivertelephone.com
Network Operations	NOC on Duty (800) 455-1201 operations@bigrivertelephone.com	
Location General Manager	Chris Simmons General Manager (573) 651-3373 Csimmons@bigrivertelephone.com	
9-1-1 Entity Coordination	Jessica Kirstein Network Planning (314) 225-2209 Jkirstein@bigrivertelephone.com	Andrew Schwantner Contract Compliance Manager (314) 225-2205 as@bigrivertelephone.com

ATTACHMENT NO. 7(B)

9-1-1 ENTITY ESCALATION & CONTACT LIST

Database & Billing

Town of Addison
Financial & Strategic Services/Collections
(972) 450-7051

PSAP Operations

Levi Larkin
Communications Supervisor
Town of Addison Police Department
(972) 450-7159

9-1-1 Entity Management

Paul Spencer
Captain, Internal Operations
Town of Addison Police Department
(972) 450-7153

Council Agenda Item: #R 2c

AGENDA CAPTION:

Discussion and consideration of a Resolution charging the Addison Planning and Zoning Commission with the task of examining the Town's current Comprehensive Plan, researching options and possibilities for the use of land within the Town's boundaries, and making recommendations to the City Council on revisions to the Town of Addison Comprehensive Plan.

FINANCIAL IMPACT:

NA

BACKGROUND:

The update to the Town's Comprehensive Plan was discussed with the Council in a work session on Marcy 27, 2012.

RECOMMENDATION:

Administration recommends approval.

COUNCIL GOALS:

Promote Quality Transportation Services, Maintain Diversified Residential Housing Opportunities, Provide Quality Leisure Opportunities, Work to instill a "Sense of Community" in Addison's residents, Develop and utilize the Addison Airport as an engine to drive economic growth in the community

ATTACHMENTS:

Description:

[Comprehensive Plan Resolution](#)

Type:

Backup Material

TOWN OF ADDISON, TEXAS

RESOLUTION NO. R12-___

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS CHARGING THE ADDISON PLANNING AND ZONING COMMISSION WITH THE TASK OF EXAMINING AND REVIEWING THE TOWN'S CURRENT COMPREHENSIVE PLAN FOR THE PURPOSE OF MAKING POSSIBLE RECOMMENDATIONS TO THE COUNCIL ON REVISIONS TO THE COMPREHENSIVE PLAN; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison ("City") City Charter provides in Section 7.03 – Master Plan that the "official master plan of the Town shall be used as a guide by the City Council and the City Planning and Zoning Commission for development of the Town with respect to land use, thoroughfares and streets, buffer zones, parks, and other matters affecting development"; and

WHEREAS, the current Comprehensive Plan of the City was approved by the City Council on May 3, 1991, and although the plan has been amended four times, it has not been completely updated since 1991, and

WHEREAS, Addison's population and other demographic characteristics have changed significantly since 1991 and the plan needs to be reviewed for possible updating to reflect Addison's current state of development and its goals for future development of the land within its boundaries; and

WHEREAS, Section 19 of Appendix A–Zoning of the City's Code of Ordinances sets forth certain duties and authority of the City's Planning and Zoning Commission, including the authority to "[f]ormulate and recommend to the city council a town plan for the orderly growth and development of the town and its environs, and from time to time recommend such changes in the plan as it finds will facilitate the movement of people and goods, and the health, recreation, safety and general welfare of the citizens of the town"; and

WHEREAS, in accordance therewith, the Council desires that the Planning and Zoning Commission review and evaluate the City's comprehensive plan to determine whether or not it will recommend changes to the plan.

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

Section 1. The Addison City Council does hereby charge the Planning and Zoning Commission with the task of examining the Town's current Comprehensive Plan to determine whether it will recommend to the City Council that there should be changes to the Plan, including but not limited to changes regarding land use and transportation,

that will, among other things, facilitate the movement of people and goods, and the health, recreation, safety and general welfare of the citizens of the City.

Section 2. The above and foregoing recitals are true and correct and are incorporated herein and made a part hereof.

Section 3. This Resolution shall take effect upon its passage by the City Council.

DULY PASSED BY THE CITY COUNCIL of the Town of Addison, Texas on April 10, 2012.

Todd Meier - Mayor

ATTEST:

Chris Terry, City Secretary

Council Agenda Item: #R3

AGENDA CAPTION:

Presentation of a proclamation for the Dallas Holocaust Museum.

FINANCIAL IMPACT:

n/a

BACKGROUND:

n/a

RECOMMENDATION:

n/a

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R4

AGENDA CAPTION:

Presentation of a resolution recognizing Joel Jenkinson as the Texas Department of Transportation Aviation Division, General Aviation Reliever Airport Manager of the Year Award recipient.

FINANCIAL IMPACT:

n/a

BACKGROUND:

n/a

RECOMMENDATION:

n/a

COUNCIL GOALS:

Employ High-Quality, Service-Oriented Personnel, Develop and utilize the Addison Airport as an engine to drive economic growth in the community

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R5

AGENDA CAPTION:

Recognition of Sergeant Shawn Allen and Investigator Eric Aguilar for creation of New Police Badges.

FINANCIAL IMPACT:

Badges were funded from this year's budget.

BACKGROUND:

Starting April 1st you may notice something a little different about the uniforms worn by our police officers. We have new badges! Most police departments have their own unique badge that reflects something of the personality or history of their communities. It also serves to identify the wearer as both a law enforcement officer and a member of a specific department. As such the badge is a source of pride to every police officer. Our soon to be retired badge was an off-the-shelf design that has been used by small police departments and security guards for decades. It seems odd considering how we as a police department of a community that pays so much attention to detail and our own sense of style that we never got around to designing a badge unique to Addison. NO more, after countless drafts and six years in the making we now have a distinct badge that proudly identifies us as Addison Police Officers!

RECOMMENDATION:

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R6

AGENDA CAPTION:

Discussion and consideration of appointment a member to the Board of Zoning Adjustment.

FINANCIAL IMPACT:

NA

BACKGROUND:

Council member Arfsten has an expired appointment.

RECOMMENDATION:

NA

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

[List of BZA members](#)

Type:

Backup Material

BOARD OF ZONING ADJUSTMENT

Derek Blount

15635 Mildred Place #4508
Addison, TX 75001-6886
(W) 214-722-4822
(C) 972-822-1311
Term Expires: 4-28-2011 1st Term
Appointed by: ARFSTEN

Steve Blum

17030 Planters Row
Addison, TX 75001-5036
(C) 214-394-7827
(O) 214-727-6000
Term Expires: 11-09-12 1st Term
Appointed by: MEIER

Burk Burkhalter

3824 Waterford Drive
Addison, TX 75001-7954
(H) 972-243-7110
Term Expires: 06-09-2011 1st Term
Appointed by: CLEMENS

Traci Heatherington

5006 Parkview Place
Addison, TX 75001-6332
(H) 972-788-1845
(O) 469-222-7167
Term Expires: 11-09-12 1st Term
Appointed by: RESNIK

Marshall (Skip) Robbins

14770 Maiden Court
Dallas, TX 75254-7525
(W) 972-788-4083
(C) 214-597-1587
Term Expires: 03-13-2014
Appointed by: MELLOW

Lori Ward

14801 Lake Forest Drive
Dallas, TX 75254-7615
(W) 214-840-7188
Term Expires: 09-28-2012 2nd Term
Appointed by: DE FRANCISCO

Audrey Yazbeck

15714 Quorum Drive, #3
Addison, TX 75001-3340
(H) 214-690-1482
Term Expires: 11-09-12 1st Term
Appointed by: LAY

STAFF LIAISON

Carmen Moran
Town of Addison
P.O. Box 9010
Addison, TX 75001
972-450-2886

3/16/2012 9:57

Council Agenda Item: #R7

AGENDA CAPTION:

PUBLIC HEARING Case 1651-SUP/Sweet Frog Premium Frozen Yogurt. Requesting approval of an ordinance approving a Special Use Permit for a restaurant (yogurt shop) located at 3750 Belt Line Road, Suite 188C, on application from Sweet Frog, represented by Mr. Jay Woo and Mr. Mike Pak.

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on March 22, 2012, voted to recommend approval a Special Use Permit for a restaurant, subject to the following conditions:

-1,209 square feet currently contained in the Schlotzsky's restaurant space must be abandoned by Schlotzsky's and vacated prior to the issuance of a building permit for the Sweet Frog space.

-Four dead Live Oak trees and one dead Redbud tree on the east end of the site shall be replaced prior to the issuance of a Certificate of Occupancy for the Sweet Frog space.

Voting Aye: Angel, Doherty, Groce, Hewitt, Oliver, Stockard, Wood

Voting Nay: none

Absent: none

FINANCIAL IMPACT:

NA

BACKGROUND:

NA

RECOMMENDATION:

Administration recommends approval.

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

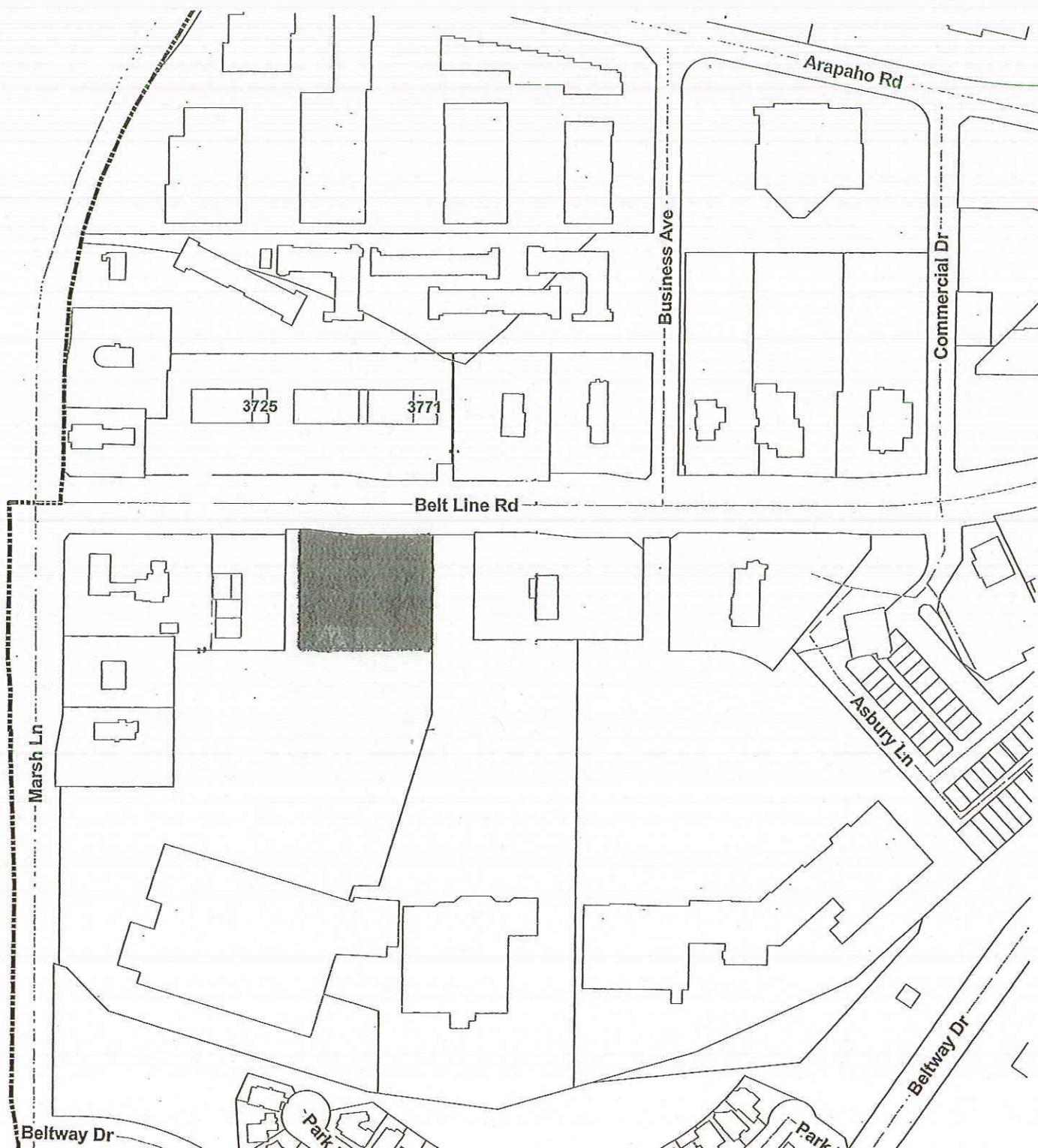
[docket map, staff report, commission findings, and plans](#)

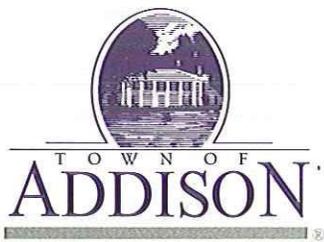
Type:

Backup Material

1651-SUP

PUBLIC HEARING Case 1651-SUP/Sweet Frog Premium Frozen Yogurt.
Requesting approval of an ordinance approving a Special Use Permit for a restaurant (yogurt shop) located at 3750 Belt Line Road, Suite 188C, on application from Sweet Frog, represented by Mr. Jay Woo and Mr. Mike Pak.





March 14, 2012

STAFF REPORT

RE: Case 1651-SUP/Sweet Frog Frozen Yogurt

LOCATION: 3750 Belt Line Road, Suite 188C

REQUEST: Approval of a Special Use Permit for a restaurant.

APPLICANT: Mr. Jay Woo and Mr. Mike Pak

DISCUSSION:

Background. The building involved in this request was originally built as a multi-tenant retail building, and it housed a Payless Shoe Store and a Blockbuster Video store. In 2010, the Council approved a SUP for a restaurant for Schlotzsky's Sandwiches (010-009). While Schlotzsky's was under construction, it decided to take in the space next door, so it amended the SUP (010-040). In the same month, Einstein Bros. Bagels obtained an SUP to open in the east end of the building (010-041).

At this point, Sweet Frog, a frozen yogurt shop, would like to develop a yogurt store in the remaining 1,548 square feet of the building.

Proposed Plan. The floor plan indicates the space will be fitted out with eight yogurt machines and a counter providing a variety of self-serve toppings. Customers dispense their own yogurt and add their own toppings, then pay by the ounce. The shop offers 7 four-top tables for seating. The applicant did not indicate tables or chairs outside. The shop did not indicate any dispensers for beverages, but may offer coffee or bottled drinks.

Facades. The applicant did not submit elevations, but the staff does not expect that he will make any changes to the existing glass store-front facades.

Parking. This parcel is an out-parcel adjacent to a larger shopping center. The out-parcel is under the same ownership as the larger shopping center and has a cross-parking agreement s for parking and access with the center. Therefore, the center falls under the following regulation contained in Article IX, Local Retail, Section 5, Subsection G, Paragraph 2, subparagraph (b):

b. Freestanding restaurants which occur within the mixed use developments shall be required to provide parking at the ratio of one parking space for every 100 square feet of gross floor area if the property is deed restricted or if covenants exist which allow the restaurant the use of the entire on-site parking provided by the development. Such on-site parking must adjoin and/or be contiguous to the restaurant use. When there are no deed restrictions or covenants allowing restaurants the use of on-site parking, freestanding restaurants in mixed use developments shall be required to provide parking at the ratio of one parking space for every 70 square feet of gross floor area.

The restaurant must provide parking at a ratio of one space per 100 square feet of floor area in the restaurants, including exterior patios, and one space per 200 square feet for the dental office. The parking requirements for the various spaces are as follows:

Schlotszky's	4,050	1/100	40
Einstein Bros.	2,630	1/100	26
Comfort Dental	2,400	1/200	12
Sweet Frog Yogurt	1,548	1/100	15
Total	10,628		93

The site plan submitted by the applicant is not correct in that it does not reflect the parking spaces that were taken out to add the drive-thru windows for Schlotszky's and Einstein Bros. Bagels. The site only provides 85 parking spaces, which is 8 spaces short of what is required to add this restaurant. The leasing agent says that he intends Schlotszky's intends to vacate the 1,209 square feet of additional space that it added during the construction process, and that would free up 12 additional parking spaces and put the parking requirement as follows:

Schlotszky's	2,841	1/100	28
Einstein Bros.	2,630	1/100	26
Comfort Dental	2,400	1/200	12
Sweet Frog Yogurt	1,548	1/100	15
Total	9,419		81

The site provides 85 spaces, so there will be parking available to Sweet Frog once the Schlotszky's space is abandoned. However, there will only be 4 spaces left available on the site, which will preclude the abandoned space from being re-leased to a retail tenant.

Landscaping. The landscaping for this center is already in place. There was a lengthy discussion on the landscaping when the Kroger store came in for an SUP for the sale of beer and wine. The trees in the center had been aggressively pruned to the point that they needed to be replaced. The owner replaced the trees, but some of the replacement trees have died. There are currently four dead Live Oak trees and one dead Redbud tree on the east end of the site.

Food Service Code. The restaurant will be governed by the requirements of the Food Service Ordinance and will require a grease trap. This is an advisory comment for the applicant and does not need to be a condition for the zoning recommendation.

Signage. The applicant did not indicate any signs on the facades. The applicant should be aware that all signage for the restaurant must comply with the requirements of the Addison Sign Ordinance. This is an advisory comment to the applicant and does not need to be a condition for the zoning recommendation.

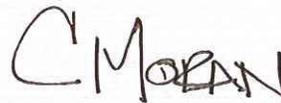
RECOMMENDATION:

The staff expressed concern about retrofitting this small site for restaurants when the Schlotzsky's and Einstein Bros. Bagels restaurants were approved, and also advised the property owner at that time that there was not enough parking on the site to add other restaurants. The owner is seeking to maximize rents on the site, and apparently the owner is willing to let other space in the center "go dark" in order to provide parking for Sweet Frog.

Therefore, the staff recommends approval subject to the following conditions:

- 1,209 square feet currently contained in the Schlotzsky's restaurant space must be abandoned by Schlotzsky's and vacated prior to the issuance of a building permit for the Sweet Frog space.
- Four dead Live Oak trees and one dead Redbud tree on the east end of the site shall be replaced prior to the issuance of a Certificate of Occupancy for the Sweet Frog space.

Respectfully submitted,

A handwritten signature in black ink that reads "C MORAN". The "C" is large and stylized, and "MORAN" is written in a more standard, slightly slanted font.

Carmen Moran
Director of Development Services

Case 1651-SUP/Sweet Frog Frozen Yogurt
March 29, 2012

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on March 22, 2012, voted to recommend approval a Special Use Permit for a restaurant, subject to the following conditions:

- 1,209 square feet currently contained in the Schlotzsky's restaurant space must be abandoned by Schlotzsky's and vacated prior to the issuance of a building permit for the Sweet Frog space.
- Four dead Live Oak trees and one dead Redbud tree on the east end of the site shall be replaced prior to the issuance of a Certificate of Occupancy for the Sweet Frog space.

Voting Aye: Angel, Doherty, Groce, Hewitt, Oliver, Stockard, Wood

Voting Nay: none

Absent: none



SUP PACKAGE

1. SITE PLAN PAGE 1
2. FLOOR PLAN PAGE 2
3. ELEVATIONS PAGE3-4

SWEET FROG

3750 BELT LINE RD #188 C
ADDISON TX 75001

SWEET FROG ADDISON

3740-3850 Beltline Rd
 Southeast corner of Belt Line Rd & Marsh Ln
 Addison, Texas 75001

Addison Town Center

- LEASED
- AVAILABLE
- OWNED BY OTHERS



SUITE	TENANT	SF	SUITE	TENANT	SF
100	AVAILABLE	35,000	111A	Southwest Optical	1,275
101	AVAILABLE	9,528	111B	AVAILABLE	1,470
102	AVAILABLE	2,500	112	Kroger	50,540
103	New New Chinese Buffet	10,000	113	L.A. Nails	2,000
104	AVAILABLE	1,440	114	Dots	4,775
105	Elegant Salon	3,067	115	Dollar Tree	6,225
106	GNC	1,760	117	Schlotzsky's Deli	4,050
107	AVAILABLE	1,798	117B	Comfort Dental	2,400
108	Office Depot	21,067	118	AVAILABLE	1,693
109	PETSMART	19,551	118A	Einstein Bros. Bagels	2,400
110	Sally Beauty Supply	1,444	118B	Comfort Dental	2,400

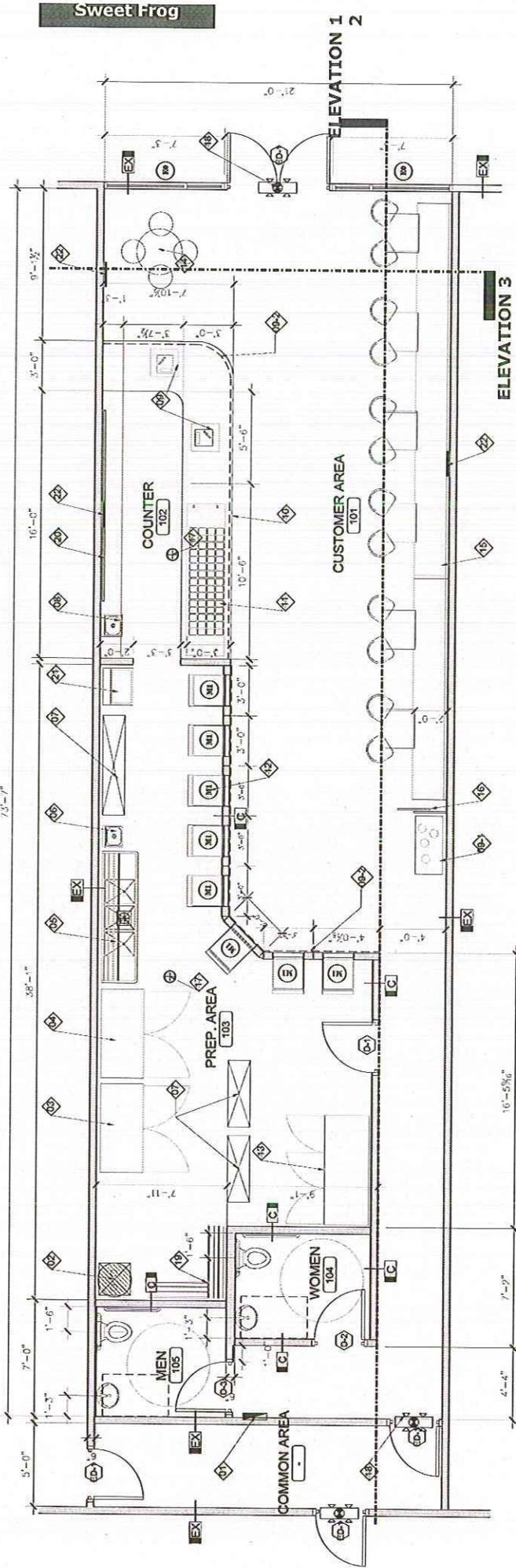
KEY NOTE

- 01 ELECTRIC PANEL 200 AMP / 3 PH
PROVIDE NEW POWER SERVICE
- 02 WATER HEATER ELECTRIC TYPE 50 GAL
HOT SINK BELOW
- 03 FREEZER PROVIDED BY OWNER
MANUFACTURER / T.D.O
- 04 COOLER PROVIDED BY OWNER
MANUFACTURER / T.D.O
- 05 COMP. SINK SHELVE ON TOP FOR DRY STORE
MANU. T.D.O
- 06 HAND SINK 1
MANU. T.D.O
- 07 SHELVES
- 08 HAND SINK 2
MANU. T.D.O
- 09 POS PROVIDED BY OWNER
G.C. INSTALLATION
- 10 CUP TABLE PROVIDED BY OWNER
- 11 LED STRIP LIGHT
INSTALLED UNDERNEATH OF COUNTERTOP

- 12 COUNTERTOP 26"
COUNTER TOP 34" AFF. CHINA ADA ACCESSABILITY
- 13 DRY Topping / WET Topping BAR
GLASS SNEEZE GUARD INSTALLED ON TOP. SEE DETAIL
- 14 YOGURT MACHINE
STORING F251 AIR COOLED / WATER COOLED
- 15 3 POOR REFR. PROVIDED BY OWNER
MANUFACTURER / T.D.O
- 16 KIPS SEATING
- 17 BOOTH SEATING
- 18 DECORATIVE GLASS
PANEL 3/4" THK

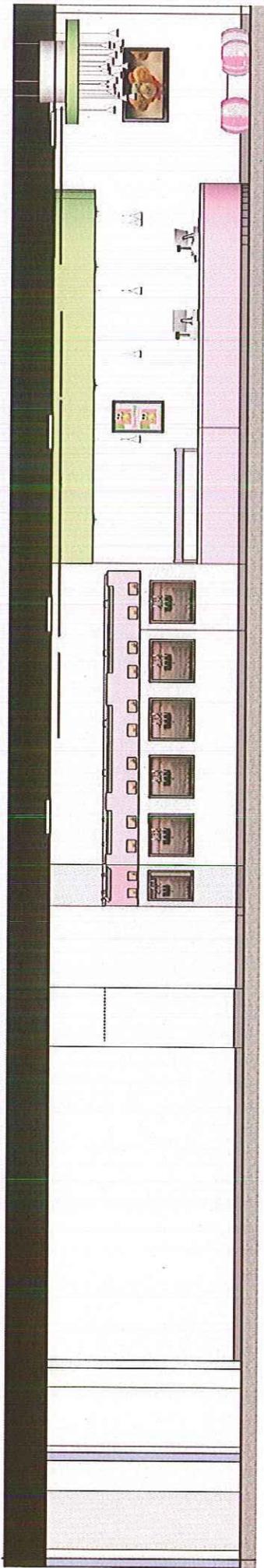
- 19 FLOOR DRAIN
6" BRONZE
- 20 90 MINI BATTERY BACKUP WITH LED SIGN
OUTSIDE LIGHTS MOUNTED WITHIN 5'
- 21 DRY SHELVES
- 22 MENU P.D
- 23 ICE MAKER PROVIDED BY OWNER
- 24 TV MOUNTED

- MI YOGURT MACHINE /
- WB EXISTING WINDOW



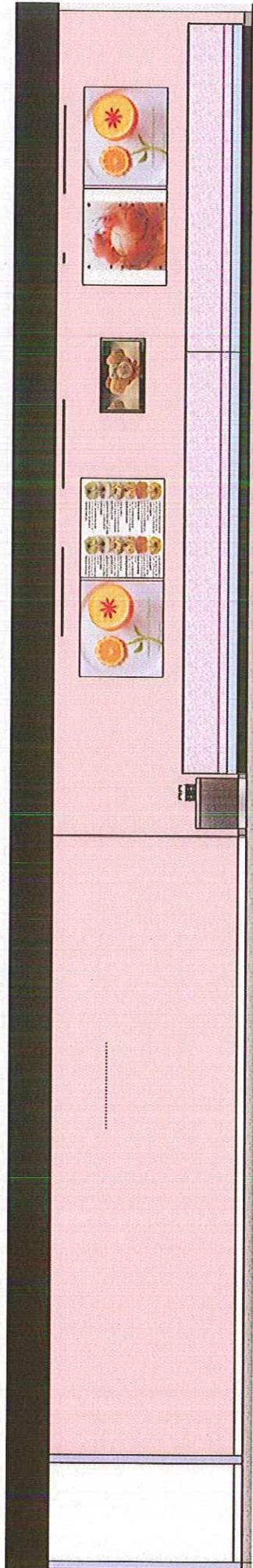
PROPOSED FLOOR PLAN

01 1/4" = 1'-0"



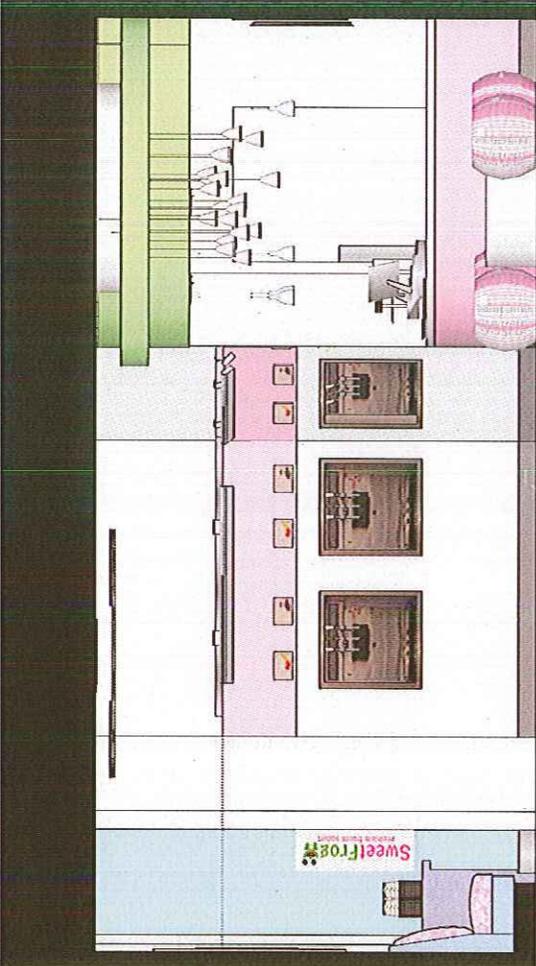
ELEVATION 2 :: A
scale: NTS 001

Sweet Frog

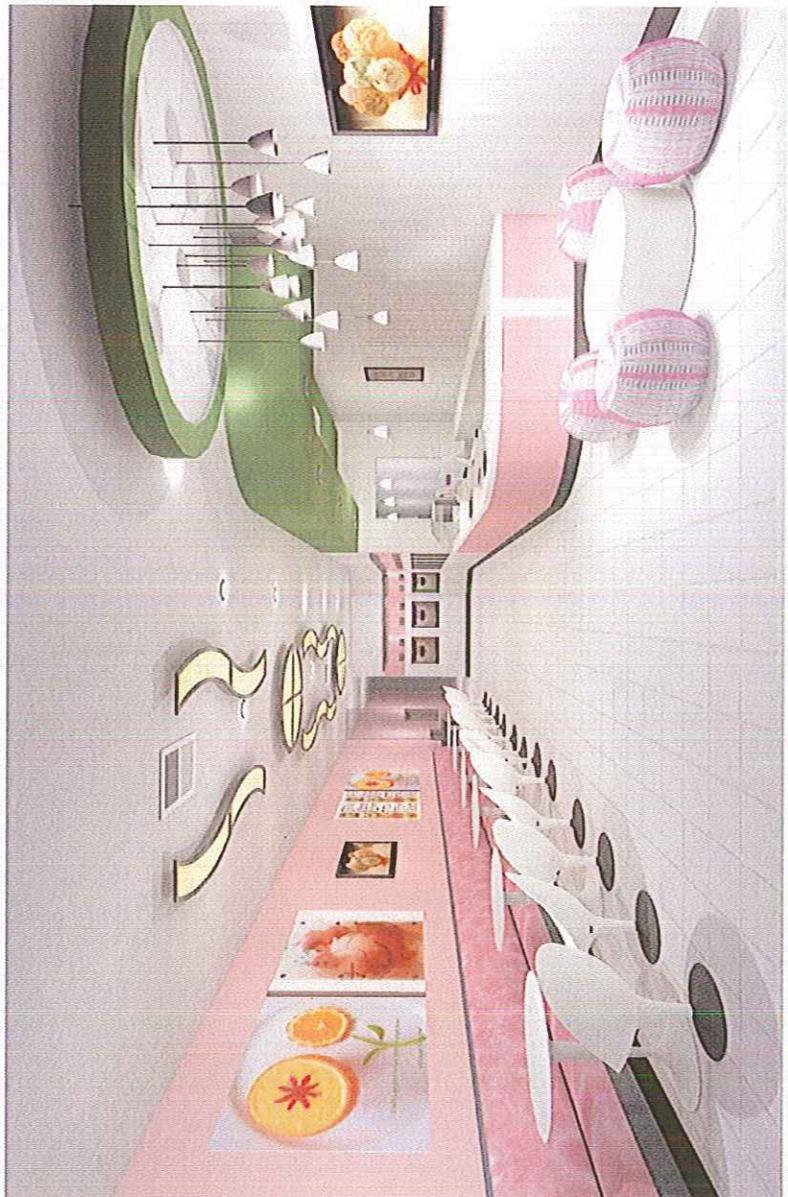


ELEVATION 1 :: A
scale: NTS 001

ELEVATION 3 :: A
 scale: NTS 001



A PERSPECTIVE
 scale: NTS 001



Council Agenda Item: #R8

AGENDA CAPTION:

Presentation and discussion of economic development department's one-year milestone report of achievements and status report of incentives awarded to corporate projects.

FINANCIAL IMPACT:

N/A

BACKGROUND:

April 2012 marks the first year anniversary of the Town's Economic Development Department. Orlando Campos, Director of Economic Development, will provide an overview of the milestones reached in the first year of operations and provide a status overview of the corporate incentives that have been approved by Town Council to corporate clients that have relocated, expanded, or redeveloped in the community.

RECOMMENDATION:

N/A

COUNCIL GOALS:

Increase Revenues by at least 6% (to \$28.5mm) while holding the tax rate to \$.55 or less and reserves to at least 25%, Mindful Stewardship of Town Resources, Conduct the Business of the Town in a Fiscally Responsible Manner, Provide For A Diversified Business Climate, Develop and utilize the Addison Airport as an engine to drive economic growth in the community

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R9

AGENDA CAPTION:

Presentation and discussion of a bi-annual report of projects initiated by the Metrocrest Chamber of Commerce as part of the Service Agreement between the Town of Addison and the Metrocrest Chamber.

FINANCIAL IMPACT:

Full Service Agreement previously approved by Town Council is valued at \$35,000.

BACKGROUND:

In the fall 2011, the Town Council approved a service agreement be entered between the Town of Addison and the Metrocrest Chamber of Commerce. This agreement would help leverage the support of the Metrocrest Chamber and its business members to provide support and capacity to five strategic business areas of the Town. Amongst them include: Support in economic development marketing, entrepreneurial development support, WorldFest relationship enhancement, hotel concierge support, and development of aviation related forum at Addison Airport. Tracy Eubanks has successfully led this endeavor and has met with department directors in the Town to lend his support in the five areas listed.

RECOMMENDATION:

COUNCIL GOALS:

Mindful Stewardship of Town Resources, Create Raving Fans of the "Addison Way", Provide Superior Public Safety, Customer Service, Social and Health Services to the Community, Conduct the Business of the Town in a Fiscally Responsible Manner, Employ High-Quality, Service-Oriented Personnel, Provide For A Diversified Business Climate, Develop and utilize the Addison Airport as an engine to drive economic growth in the community

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R10

AGENDA CAPTION:

Presentation and discussion regarding the Town of Addison library card program.

FINANCIAL IMPACT:

n/a

BACKGROUND:

n/a

RECOMMENDATION:

n/a

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #ES1

AGENDA CAPTION:

Closed (executive) session of the Addison City Council, pursuant to Section 551.071 of the Texas Government Code, to conduct a private consultation with its attorney(s) to seek the advice of its attorney(s) on a matter in which the duty of the attorney(s) to the City Council under the Texas Disciplinary Rules of Professional Conduct clearly conflicts with Chapter 551, Texas Government Code, regarding an economic development agreement for the Village on the Parkway.

FINANCIAL IMPACT:

TBD

BACKGROUND:

N/A

RECOMMENDATION:

COUNCIL GOALS:

Increase Revenues by at least 6% (to \$28.5mm) while holding the tax rate to \$.55 or less and reserves to at least 25%, Mindful Stewardship of Town Resources, Provide For A Diversified Business Climate, Continue to Attract Visitors

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R11

AGENDA CAPTION:

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 any action regarding the offer of a financial or other incentive to such business prospect or business prospects.

FINANCIAL IMPACT:

TBD

BACKGROUND:

N/A

RECOMMENDATION:

N/A

COUNCIL GOALS:

Provide For A Diversified Business Climate

ATTACHMENTS:

Description:

Type:

No Attachments Available