

Addison 50!

50 YEARS OF FUN!

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**

**MARCH 9, 2004**

**7:30 P.M.**

**COUNCIL CHAMBERS  
5300 BELT LINE ROAD**

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**REGULAR SESSION**

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Item #R1 –    Consideration of Old Business

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Item #R2 –    Consent Agenda

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## CONSENT AGENDA

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#2a – Approval of the Minutes for the February 24, 2004 Council Meeting.

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#2b – Consideration of approval and authorization for the release of the 2003 Comprehensive Annual Financial Report (CAFR).

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#2c – Consideration of approval of construction and authorization of final payment in the amount of \$49,654.39 to Jim Bowman Construction Company, L.P. for construction of the Inwood/South Quorum Access, Phase II: Inwood Connection Project.

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#2d – Consideration of approval of construction and authorization of final payment in the amount of \$98,311.98 to AUI Contractors for construction of the Addison Athletic Club expansion and outdoor leisure pool project.

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#2e – Approval of a 9-1-1 billing agreement with Total Telephone Service Co., which has a Service Provider Certificate of Operating Authority (SPCOA) from the Texas Public Utilities Commission.

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#2f – Approval of a 9-1-1 billing agreement with Capital Telecommunications, Inc., which has a Service Provider Certificate of Operating Authority (SPCOA) from the Texas Public Utilities Commission.

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#2g – Approval of a 9-1-1 billing agreement with NOS Communications, Inc., which has a Service Provider Certificate of Operating Authority (SPCOA) from the Texas Public Utilities Commission.

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#2h – Approval of a 9-1-1 billing agreement with Lightyear Communications, which has a Service Provider Certificate of Operating Authority (SPCOA) from the Texas Public Utilities Commission.

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#2i – Approval of a 9-1-1 billing agreement with American Fiber Network, Inc., which has a Service Provider Certificate of Operating Authority (SPCOA) from the Texas Public Utilities Commission.

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#2j – Approval of a 9-1-1 billing agreement with Westel, Inc., which has a Service Provider Certificate of Operating Authority (SPCOA) from the Texas Public Utilities Commission.

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#2k – Approval of a 9-1-1 billing agreement with United Communications Systems, which has a Service Provider Certificate of Operating Authority (SPCOA) from the Texas Public Utilities Commission.

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#2l – Approval of a 9-1-1 billing agreement with nii Communications, Ltd., which has a Service Provider Certificate of Operating Authority (SPCOA) from the Texas Public Utilities Commission.

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Item #R3 – Appointment of a member to the Board of Zoning Adjustment (BZA).

Administrative Comment:

Marti Olden's term expires 1/14/05. Due to Mrs. Olden's relocation, a new board member needs to be appointed.

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Item #R4 – **PUBLIC HEARING** and consideration of an Ordinance approving an amendment to an existing Special Use Permit for a restaurant and an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, located at 4440 Belt Line Road, Red Baron, (formerly Landry's), on application from 4440 Belt Line, Ltd., represented by Ms. Susie Russell.

Attachments:

1. Memorandum from Slade Strickland
2. Docket Map
3. Staff Report
4. Letter from Harkinson Investments
5. Technical specifications for audio system, reduced copy of floor plan and elevations, deck plan, as recommended by Planning and Zoning, landscaping inventory, and proposed landscaping plan

The Planning and Zoning Commission Findings:

The Addison Planning and Zoning Commission, meeting in regular session on January 29, 2004, voted to recommend approval of the request for an amendment to an existing Special Use Permit for a restaurant and an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, subject to the following conditions:

1. The plans shall be revised to replace the proposed 802 square foot deck with a 390 square foot deck, and the sidewalk along the front of the restaurant shall be torn out and replaced with landscaping to compensate for the landscaping taken by the new deck.
2. A revised landscaping plan shall be submitted by the applicant that indicates all landscaping on the site. A Landscape Architect licensed in the state of Texas must provide the plan.
3. Any new mechanical equipment shall be screened from all adjacent properties. The screening mechanism shall be architecturally

compatible, and the Building Official shall make the determination of “architecturally compatible”.

4. The restaurant shall not be allowed to have amplified music on the patio.
5. The applicant shall not use any terms, including the term “bar”, “tavern”, or any graphic depictions that denote alcoholic beverages in exterior signs.

Voting Aye: Bernstein, Braun, Herrick, Jandura

Voting Nay: None

Absent: Benjet, Doepfner

Administrative Recommendation:

Administration recommends denial.

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Item #R5 – Consideration of approval of a final plat for two lots on 7.7656 acres in a Commercial-2 zoning district, located at the southeast corner of Addison Road and Keller Springs Road, on application from Stonemason Partners, represented by Mr. Toby Rodgers of Wier and Associates, Inc.

Attachments:

1. Docket Map
2. Staff Report
3. Plans

The Planning and Zoning Commission Findings:

The Addison Planning and Zoning Commission, meeting in regular session on February 26, 2004, voted to recommend approval of the final plat for Addison Road-Keller Springs Road Addition, subject to the following conditions:

1. Change all “Temporary Drainage Easement” designations to “Drainage Easement”.
2. Change all “Offsite Drainage Easement” designations to “Drainage Easement”.
3. Designate all drainage easements adjacent to Addison Road and Keller Springs Road as “Drainage and Landscape Easements”.

4. Plat shall be revised to add a Certificate of Approval, which should contain a line for the date the plat was approved by the City Council, and signature lines for the Mayor and City Secretary.

Voting Aye: Bernstein, Braun, Doepfner, Knott

Voting Nay: None

Absent: Benjet, Jandura

Administrative Recommendations:

Administration recommends approval.

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Item #R6 – Consideration of approval of a final plat for Block A, Lots 1 and 2, Block B, Lots 1-5, Block C, Lot 1, Block D, Lots 1-5, and Block E, Lots 1 and 2, located on 9.016 acres bounded by Morris Avenue on the south, Quorum Drive on the west, a proposed street on the north, and Spectrum Drive on the east, on application from CityHomes, represented by Mr. Robert Jebavi of Brockette/Davis/Drake.

Attachments:

1. Docket Map
2. Staff Report
3. Plans

The Planning and Zoning Commission Findings:

The Addison Planning and Zoning Commission, meeting in regular session on February 26, 2004, voted to recommend approval of the final plat for ParkView at Addison Circle Addition, subject to the following conditions:

1. The proposed 34.5 ft. right-of-way dedication along Spectrum Drive was previously dedicated to the Town by separate instrument. The plat should reflect existing right-of-way, along with the volume and page in which it was filed.
2. All 20-ft. fire lane, utility and access easements must also include a drainage easement.
3. All mews streets (Parkview, Seabolt, and Breedlove) should be called out with a "Place" designation. Streets should be re-labeled as Parkview Place North, Parkview Place South, Seabolt Place, and Breedlove Place. Calloway Drive can stay a "Drive".

4. Plat shall be revised to reflect modified park dedication, as shown in the exhibit from Robert Jebavi (attached to staff report).

Voting Aye: Bernstein, Braun, Doepfner, Knott

Voting Nay: None

Absent: Benjet, Jandura

Administrative Recommendations:

Administration recommends approval.

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Item #R7 – Consideration of an Ordinance approving a meritorious exception to Chapter 62, Signs, Section 62-184, Setback, effective area and height, for Addison Walk, located at 5000 Belt Line Road, on application from Direct Development.

Attachments:

1. Staff Report
2. Memorandum from Lynn Chandler
3. Application
4. Plans

Administrative Recommendation:

Administration recommends approval.

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Item #R8 – Consideration of an Ordinance approving a meritorious exception to Chapter 62, Signs, Section 62-163, Area, and Section 62-186, Monument Signs, for Champps Restaurant, located at 4951 Belt Line Road, on application from Signtech Electrical Advertising, Inc.

Attachments:

1. Staff Report
2. Memorandum from Lynn Chandler
3. Application
4. Plans

Administrative Recommendation:

Administration recommends denial of signs as requested.

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However, staff recommends letter heights as follows: South Façade, 50% of the letters up to 32.5", the remaining 50% 26" or less; West façade, 50% of the letters up to 35" in height, the remaining 50% 28" or less; East façade, no increase at all.

Staff also recommends denial of the attached sign square footage to exceed 200 sq. ft. and denial of monument sign.

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Item #R9 – Consideration of an Ordinance approving a meritorious exception to Chapter 62, Signs, Section 62-163, Area, for Authentix Inc., located at 4355 Excel Parkway, Suite 100, on application from Authentix, Inc.

Attachments:

1. Staff Report
2. Memorandum from Lynn Chandler
3. Application
4. Plans

Administrative Recommendation:

Administration recommends approval.

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Item #R10 – Consideration of a Resolution for the Town of Addison support for Dallas Area Rapid Transit's (DART's) federal funding request for securing a Full Funding Grant Agreement (FFGA) for \$700 million for the expansion of DART's light rail system.

Attachments:

1. Council Agenda Item Overview
2. Letter from Dallas Area Rapid Transit (DART)
3. Resolution

Administrative Recommendation:

Administration recommends approval.

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Item #R11 – Consideration of a Resolution approving a Change Order in the amount of \$101,587.00 to a previously approved contract with Site Concrete, Inc. for the construction of the Spectrum Drive North/South Extension Project.

Attachments:

1. Council Agenda Item Overview
2. Change Order
3. Map

Administrative Recommendation:

Administration recommends approval.

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Item #R12 – Consideration of approval of a purchase in the amount of \$130,802.67 to Houston-Galveston Area Council (HGAC) for vehicles and equipment.

Attachment:

1. Council Agenda Item Overview

Administrative Recommendation:

Administration recommends approval.

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Item #R13 – Consideration of approval and award of bid in the amount of \$408,772.56 to Dallas Dodge Chrysler Jeep for the purchase of fourteen (14) 2004 Dodge Durango Sport Utility Vehicles.

Attachments:

1. Council Agenda Item Overview
2. Bid Sheet

Administrative Recommendation:

Administration recommends approval.

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Item #R14 – Consideration of an Ordinance amending Ordinance 088-023 allowing employees the option to buy back TMRS service credit.

Attachment:

1. Council Agenda Item Overview

Administrative Recommendation:

Administration recommends approval.

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Item #R15 – Consideration of approval to rename the Facilities and Fleet Services Department to General Services Department and approval of a position adjustment level change from Administrator of Facilities and Fleet Services to Director of General Services.

Attachment:

1. Council Agenda Item Overview

Administrative Recommendation:

Administration recommends approval.

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Item #R16 – Consideration of an Ordinance authorizing the Town of Addison to consider applications for the performance of depository services for the Town and to consider applications received from a bank, credit union, or savings association that is not doing business within the Town.

Attachments:

1. Council Agenda Item Overview
2. Ordinance

Administrative Recommendation:

Administration recommends approval.

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**EXECUTIVE SESSION**

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Item #ES1 – Discussion of personnel regarding a performance evaluation for the City Manager, pursuant to Section 551.074 of the Texas Government Code.

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**REGULAR SESSION**

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Item #R17 – Consideration of a Resolution approving a merit increase and salary adjustment for the City Manager.

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Adjourn Meeting

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Posted 5:00 p.m.  
March 4, 2004  
Carmen Moran  
City Secretary

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**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.**

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

February 24, 2004  
7:30 p.m. - Council Chambers  
5300 Belt Line Road

Present: Mayor Wheeler, Councilmembers Chow, Hirsch, Mallory, Niemann, Silver,  
Turner

Absent: None

Item #R1 – Consideration of Old Business

The following employees were introduced to the Council: Eugenio Morales (Parks and Recreation), Terry Hargis (Police) and Lynn Chandler (Development Services).

Ron Whitehead, City Manager, announced upcoming events: Mayor’s State of the City Address on February 25, 2004, Two employee retirements on February 25, 2004; and ABA on March 3, 2004.

Item #R2 – Consent Agenda

Item #2a was considered separately.

Item #2b – Consideration of a Resolution authorizing the City Manager to enter into a contract in the amount of \$5,751.00 with Dallas County Health Department for annual health services. (Approved) (R04-010)

Item #2c – Consideration of a Resolution authorizing the City Manager to enter into a joint election agreement in an approximate amount of \$6,000.00 with Dallas County to conduct Addison’s Municipal Election on May 15, 2004. (Approved) (R04-011)

Councilmember Mallory moved to duly approve the above items. Councilmember Turner seconded. The motion carried.

Voting Aye: Wheeler, Chow, Hirsch, Mallory, Niemann, Silver, Turner

Voting Nay: None

Absent: None

Item #2a – Approval of the Minutes for the January 26, 2004, February 10, 2004 and February 12, 2004 Council Meetings.

Councilmember Silver noted a correction in Items #R6 and #R7.

Councilmember Mallory moved to duly approve the January 26, 2004, February 10, 2004 and February 12, 2004 Council Meetings, subject to corrections as noted. Councilmember Silver seconded. The motion carried.

Voting Aye: Wheeler, Chow, Hirsch, Mallory, Niemann, Silver, Turner  
Voting Nay: None  
Absent: None

Item #R3 – Presentation of Certificate of Appreciation from the Department of the Army to the Town of Addison for hosting annual hotel events.

Mayor Wheeler presented a Certificate of Appreciation to the Town of Addison from the Department of the Army for hosting annual hotel events. The certificate was accepted by Lea Dunn, Deputy City Manager.

Item #R4 – Appointment of a member to the Planning and Zoning Commission.

Commissioner Brad Bradbury's term on the Planning and Zoning Commission will expire March 14, 2004. Councilmember Chow moved to appoint Roger Mellow to the Planning and Zoning Commission. Councilmember Mallory seconded. The motion carried.

Voting Aye: Wheeler, Chow, Hirsch, Mallory, Niemann, Silver, Turner  
Voting Nay: None  
Absent: None

Item #R5 – **PUBLIC HEARING** and consideration of an Ordinance approving an amendment to an existing Special Use Permit for a restaurant and an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, located at 4440 Belt Line Road, Red Baron, (formerly Landry's), on application from 4440 Belt Line Road, Ltd., represented by Ms. Susie Russell.

Mayor Wheeler opened the meeting as a public hearing. There were no questions or comments. Councilmember Silver moved that this item be tabled until the next Council meeting, which will be held on March 9, 2004 at 7:30 p.m. Councilmember Niemann seconded. The motion carried.

The Public Hearing will be continued to the next Council meeting on March 9, 2004 at 7:30 p.m.

Item #R6 – Consideration of a Resolution approving a proposal for an identification and directional sign package for Addison Circle Park.

Councilmember Mallory moved to duly pass Resolution No. R04-012 approving a proposal for an identification and directional sign package for Addison Circle Park,

subject to the condition that the words “shopping” and “dining” be removed from sign #1. Councilmember Turner seconded. The motion carried.

Councilmember Silver moved to amend Councilmember Mallory’s motion subject to the condition that the words “shopping” and “dining” be removed from signs #1 and #6. Councilmember Turner seconded the motion for the amendment. Motion for the amendment carried.

Voting Aye on the amendment: Wheeler, Hirsch, Mallory, Niemann, Silver, Turner  
Voting Nay on the amendment: Chow  
Absent: None

Voting Aye on the amended motion: Chow, Hirsch, Mallory, Niemann, Silver, Turner  
Voting Nay on the amended motion: Wheeler  
Absent: None

Item #R7 – Consideration of an Ordinance approving a meritorious exception to Chapter 62, Signs, Section 62-277, Signs on Trees, Poles, etc. and Section 62-281, Signs in Rights of Way, on application from Post Properties, located in Addison Circle.

Councilmember Niemann moved to duly pass Ordinance No. 004-013 approving a meritorious exception to Chapter 62, Signs, Section 62-277, Signs on Trees, Poles, etc. and Section 62-281, Signs in Rights of Way, on application from Post Properties, located in Addison Circle. Councilmember Turner seconded. The motion carried.

Voting Aye: Wheeler, Chow, Hirsch, Mallory, Niemann, Silver, Turner  
Voting Nay: None  
Absent: None

Item #R8 – Consideration of a Resolution awarding a bid in the amount of \$75,456.00 and authorizing the City Manager to enter into a contract with Oriental Building Services, Inc. (OBS) for custodial services for Town facilities.

Councilmember Mallory moved to duly pass Resolution No. R04-013 awarding a bid in the amount of \$75,456.00 and authorizing the City Manager to enter into a contract with Oriental Building Services, Inc. (OBS) for custodial services for Town facilities. Councilmember Chow seconded. The motion carried.

Voting Aye: Wheeler, Chow, Hirsch, Mallory, Niemann, Silver, Turner  
Voting Nay: None  
Absent: None

Item #R9 – Consideration of a Resolution awarding a bid in the amount of \$51,375.00 and authorizing the City Manager to enter into a contract with Berger Engineering, Inc. for the replacement of Heating, Ventilating, Air Conditioning (HVAC) equipment at the Addison Service Center.

Councilmember Turner moved to duly pass Resolution No. R04-014 awarding a bid in the amount of \$51,375.00 and authorizing the City Manager to enter into a contract with Berger Engineering, Inc. for the replacement of Heating, Ventilating, Air Conditioning (HVAC) equipment at the Addison Service Center. Councilmember Silver seconded. The motion carried.

Voting Aye: Wheeler, Chow, Hirsch, Mallory, Niemann, Silver, Turner  
Voting Nay: None  
Absent: None

Item #R10 – Presentation and discussion of the bridge lighting package, in conjunction with the Arapaho Road Phase III project.

No action taken.

Item #R11 – Consideration of approval of schematic park design related to the Arapaho Road Phase III multi-use pedestrian trail pocket parks.

Councilmember Chow moved to duly approve the schematic park design related to the Arapaho Road Phase III multi-use pedestrian trail pocket parks. Councilmember Mallory seconded. The motion carried.

Voting Aye: Wheeler, Chow, Hirsch, Mallory, Niemann, Silver, Turner  
Voting Nay: None  
Absent: None

Item #R12 – Presentation and discussion of the 2003 Comprehensive Annual Financial Report (CAFR) and Auditor's Report to Management.

No action taken.

Item #R13 – Presentation of the financial quarterly report for the quarter ending December 31, 2003.

No action taken.

**EXECUTIVE SESSION.** At 10:04 p.m. Mayor Wheeler announced that the Council would go into Executive Session to discuss the following item:

Item #ES1 – Discussion of personnel regarding a performance evaluation for the City Manager, pursuant to Section 551.074 of the Texas Government Code.

The Council came out of **Executive Session** at 11:47 p.m.

There being no further business before the Council, the meeting was adjourned.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Secretary

**Council Agenda Item: #2b**

**SUMMARY:**

Council authorization to release the 2003 Comprehensive Annual Financial Report (CAFR) is requested.

**FINANCIAL IMPACT:**

No Financial Impact

**BACKGROUND:**

The Town's 2003 Comprehensive Annual Financial Report (CAFR) was presented and discussed during the February 24, 2004 Council meeting. As discussed, the Auditors' Report reflects a "clean" opinion indicating the Town's finances are managed and reported in conformity with generally accepted accounting principles.

**RECOMMENDATION:**

Staff recommends that the Council authorize the release of the 2003 Comprehensive Annual Financial Report.

**Council Agenda Item: #2c**

**SUMMARY:**

This item is for final payment, in the amount of \$49,654.39, and acceptance of improvements performed by Jim Bowman Construction Company, L.P., for construction of the Inwood/South Quorum Access, Phase II: Inwood Connection Project.

**FINANCIAL IMPACT:**

Budgeted Amount: This project is funded from a \$3.6 million bond issue. This project has \$1 million remaining following this final payment. A budget of \$325,000 has been established for an urban park adjacent to the Landmark/Inwood intersection. The remaining \$675,000 will be transferred to unallocated fund balance until such time as projects are identified that require additional funding.

Final Cost: \$483,634.75

**BACKGROUND:**

Phase I of this project, which connects South Quorum Drive and Landmark Drive with a roadway into the Princeton and Wellington Buildings, was previously completed. Phase II of the project connected South Quorum and Landmark Drives to Inwood Road, and included a crossing of the DGNO Railroad. A contract was awarded to Jim Bowman Construction Company, L.P. for construction of this project. The original contract price for these improvements was \$438,778.10. The final construction cost of these improvements was \$458,634.75, which represents a \$19,856.65 increase from the original contract amount. The higher cost was substantially due to an increase in 10 inch reinforced concrete pavement in Inwood Road, in the amount of \$8,444, 12 inch, Class IV, reinforced concrete pipe, in the amount of \$2,196, and several miscellaneous quantity increases. In addition, this project included a incentive/disincentive provision, whereby, the contractor would be awarded \$1,000 per day for early completion of the project, to a maximum award of \$25,000. The Town acknowledged the successful completion of the construction improvements within the contractual time limit, with the contractor earning a total incentive award of \$25,000. The contractor has submitted his Affidavit of Bills Paid, Consent of Surety Company to Final Payment, and One year Maintenance Bond.

**RECOMMENDATION:**

Staff recommends that Council authorize final payment of \$49,654.39 to Jim Bowman Construction Company, L.P., and accept construction of the Inwood/South Quorum Access, Phase II: Inwood Connection Project.

**Council Agenda Item: #2d**

**SUMMARY:**

We are recommending that the Council approve final payment to AUI Contractors totaling \$98,311.98 for completion of the Addison Athletic Club expansion and outdoor leisure pool project.

**FINANCIAL IMPACT:**

Budgeted Amount: **\$4,600,000.00**  
**Original 2000 and 2002 Bond Fund Amount - \$3,725,000**  
**Accrued Interest – General Obligation Bonds - \$875,000**

Cost: **\$3,666,819.97**  
**AUI Contract Amount for the Club Expansion and Outdoor Pool – Funded from 2000 and 2002 General Obligation Bond Program.**

**\$265,659.41**  
**Existing Building Interior Renovation Work – Funded from FY 2001-2002 and FY 2002- 2003 General Fund.**

**\$3,932,479.38**  
**Final AUI Contract Amount.**

Please see the attached budget summary.

**BACKGROUND:**

The project budget included \$3,725,000 funded out of the Year 2000 and 2002 General Obligation Bond Program, as well as, \$875,000 of interest income accrued in 2001, 2002 and 2003. There were Change Orders approved totaling \$265,659.41 relating to interior renovation of the existing building funded from the FY 2001-2002 and FY 2002-2003 General fund recreation budget. The existing building interior renovation work was approved as change orders under AUI's building expansion contract to expedite repairs.

The accrued interest income was approved by the Council to fund purchase of furniture, and equipment including weight/cardiovascular equipment, development of the 1.6-acre tract of land behind the club, addition of the new parking lot and relocation of the tennis court across the street. These improvements accounted for approximately seventy percent of the accrued interest, while the remaining interest income was used toward funding construction of the new building and outdoor pool, as well as, project management consultant fees.

Ron Hobbs Architects and Building Solutions, the Town's project management consultant, have reviewed and approved the project for completion in accordance with the contract documents. All equipment and systems have been tested and are operational. There are some items AUI is working on, which are described in the attached letter from Ron Hobbs Architects.

AUI Contractors provided project closeout submittals and evidence of payments and release of liens. These consists of the project record documents, operation and maintenance data, guarantees and bonds, Affidavit of Payment of Debts and Claims and Contractor's Affidavit of Release of Liens.

**RECOMMENDATION:**

Staff is satisfied with the work, including all punchlist work on the final project walk-through inspection. The new expanded building, outdoor pool and interior renovation improvements in the existing building will be guaranteed under the conditions of this contract for a period of one year. The warranty began on June 30, 2003.

Staff recommends approval.

**Project Budget Summary**

2000 and 2002 General Obligation Bond Program	\$3,725,000.00
Accrued Interest - General Obligation Bonds	<u>\$875,000.00</u>
	\$4,600,000.00
AUI Construction Contract (exclusive of existing building renovation)	-\$3,666,819.97
Architecture, Engineering, Project Management Fees	-\$691,581.00
Furniture and Weight Cardio Equipment	<u>-\$232,357.00</u>
Remaining Funds	\$9,242.03

**AAC Expansion and Outdoor Leisure Pool Construction Budget Summary**

AUI Contractors Original Contract Amount	\$3,644,545.00
Change Order - Realignment of Sanitary Sewer	\$12,829.93
Change Order - Conduit additions for Security/Data/Audio	<u>\$9,445.04</u>
Final Contract Amount - Expansion and Outdoor Pool	\$3,666,819.97

**Existing Building Interior Renovation Change Order Summary*****Note: Funded from FY2001-2002 and FY2002-2003 General Fund - Recreation Budget***

1. Replace Water Damaged Gym Walls	\$32,461.22
2. HVAC Alterations and Tile Replacement and Women's Locker Rooms	\$79,544.10
3. Mold Abatement - Gym Walls	\$16,792.98
4. Sauna and Steam Room Replacement and Men's and Women's Locker Rooms	\$58,386.16
5. Existing Building Fire Alarm Panel Upgrade	\$6,449.00
6. Replace Exterior Doors and Louvers	\$10,871.49
7. Replace Men's Locker Room Shower	\$51,744.25
8. Replace Women's Shower Fixtures and Install Swimsuit Dryer	<u>\$9,410.21</u>
	\$265,659.41

**Final AUI Contract Including Existing Building Interior Renovation Change Orders****\$3,932,479.38**

**RON HOBBS ARCHITECTS**

ARCHITECTURE, PLANNING, INTERIORS

March 1, 2004

Mr. Slade Strickland  
Parks and Recreation Department  
Town of Addison  
P.O. Box 9010  
Addison Texas 75001-9010

**Re: Addison Athletic Club Addition & Pool**

Dear Slade:

Based on review of the punchlist items and the items required by specifications for closeout, we believe that AUI has satisfactorily completed their contract for general construction on this project with the following exceptions:

- 1.) Minor paperwork needed in order to complete the Warranty binders involving a couple of pages that had typographical errors.
- 2.) The water infiltration at the curtainwall of Staff Area #116, which AUI has worked on and will be tested again in the next rain.

Based on the previous diligent efforts of AUI General Contractors, it is our belief that both of the issues above should be resolved within a short time frame. We do not feel that either should delay the Owner from closing out this project. We recommend that final payment, including release of retainage, be made to AUI General Contractors.

Respectfully Submitted,



Kathy Thompson  
Project Manager  
**RON HOBBS ARCHITECT**

**Council Agenda Item: #2e**

**SUMMARY:**

Council approval is requested of 9-1-1 billing agreements with the following communication carriers which have received a Service Provider Certificate of Operating Authority (SPCOA) from the Texas Public Utilities Commission:

Total Telephone Service Co.	Lightyear Communications	United Communications Systems
Capital Telecommunications, Inc.	American Fiber Network, Inc.	nii Communications, Ltd.
NOS Communications, Inc.	Westel, Inc.	

**FINANCIAL IMPACT:**

No financial impact to the Town will be realized, as these carriers are currently submitting access fees to the Town. 9-1-1 fees are generating approximately \$580,000 each year. The revenue is collected by the telephone companies from their customers. The fee of the base rate approximates 62 cents on a monthly single-family residential bill. Theoretically, any revenue generated from these billing agreements will simply replace the fees the Town would have received from Southwestern Bell.

**BACKGROUND:**

Section 82.202 of the Town's code of ordinances requires that all 9-1-1 carriers establish an agreement with us. Many carriers are operating without a formal agreement, and we are attempting to document each carrier. The carriers listed above have submitted signed 9-1-1 billing agreements developed by the Town attorney (one copy attached for information). With the addition of the above eight companies, Addison will have approximately 40 current 9-1-1 contracts.

**RECOMMENDATION:**

It is recommended council authorize the city manager to enter into 9-1-1 agreements with the providers listed above.

Attachment

## 9-1-1 EMERGENCY SERVICE AGREEMENT

This 9-1-1 Emergency Service Agreement ("Agreement") establishes the rates, terms, and conditions for 9-1-1 emergency service interconnection by Total Telephone Service Co ("Company") with the Town of Addison 9-1-1 Emergency Network ("9-1-1 Entity") (collectively "Parties").

WHEREAS, the Texas Legislature and the United States Congress have authorized the provision of telecommunications service in the local marketplace by service suppliers other than the holders of certificates of convenience and necessity ("CCN"); and,

WHEREAS a CCN holder is the incumbent local exchange company that holds a certificate of convenience and necessity granted by the Public Utility Commission of Texas ("PUC") on September 1, 1995, for each service area(s) within the territory of the 9-1-1 Entity; and,

WHEREAS, Company is a holder of a service provider certificate of operating authority that has received certificate number 60064 from the PUC and, therefore, a service supplier and a service provider of local telecommunications service ("service supplier") pursuant to Chapter 771 or Chapter 772 of the Texas Health and Safety Code, §§ 771.001 *et seq.*, 772.001 *et seq.*, or other applicable law pertaining to home rule cities (collectively "the Applicable Laws"), as amended, that must provide 9-1-1 emergency service to that portion of the Company's service area located within the territory of the 9-1-1 Entity; and,

WHEREAS, the 9-1-1 Entity is a political subdivision of the State of Texas established pursuant to the Applicable Laws and must interconnect service suppliers into the 9-1-1 emergency service area served by the 9-1-1 Entity; and,

WHEREAS, this 9-1-1 emergency service interconnection must protect, maintain, and further the high quality, standards-based 9-1-1 emergency service and not inappropriately and unreasonably increase the costs of 9-1-1 emergency service to the 9-1-1 Entity;

NOW, THEREFORE, in consideration of the listed mutual promises and benefits, the Parties agree as follows:

1. Company must comply with all provisions of the Applicable Laws and any requirements implementing or interpreting the Applicable Laws promulgated by the 9-1-1 Entity pursuant to the authority vested in the 9-1-1 Entity.
2. Company shall bill, collect, and remit the appropriate 9-1-1 emergency service

fee to the Town of Addison as provided in the Applicable Laws and reflected in Attachment No. 1.

Company shall remit the appropriate fees and/or, if applicable, surcharge per the rules and schedules established by the Comptroller of Public Accounts, and Texas Health and Safety Code Sections 771.071, 771.073, and 771.077. At all times Company shall be responsible for the accuracy of the report. From time to time, the Commission on State Emergency Communications ("CSEC") 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. CSEC or the Comptroller 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, also pursuant to the Applicable Laws, Company may retain an administrative fee equal to one percent (1%) of the fees Company collects.

3. This service agreement shall be in full force and effect so long as Company's status is strictly that of a reseller and the Company does not use any facilities. Company shall inform the 9-1-1 Entity of any changes or expansion of its service, or in the use of facilities, in its calling area or service territory 60 days in advance of such change or expansion.

4. Any notice required or permitted to be given by the 9-1-1 Entity to Company under this agreement shall be mailed to Company certified or registered U. S. Mail, postage prepaid, return receipt requested to the following address:

(Name and Address of Company)

Total Telephone Service Company  
1223 Antoine  
Houston, TX 77055

Attention: Robin R Dye

Any notice required or permitted to be given by the Company to 9-1-1 Entity under this agreement shall be mailed by certified or registered U. S. Mail, postage prepaid, return receipt requested or delivered to the following address:

Town of Addison Finance Dept.  
P. O. Box 9010  
Addison, TX 75001-9010  
Attention: Elaine Difiglia, Collections Manager

5. The Company and the 9-1-1 Entity will provide and periodically update a contact list. The contact list is found in Attachment No. 2.

6. The 9-1-1 Entity shall not impose on Company any requirement, service, feature, standard, or rate that is not required of the incumbent local exchange company CCN holder.

7. 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 that is not embodied herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the last date signed below.

Town of Addison, Texas

Company

\_\_\_\_\_

Robin R Dye

\_\_\_\_\_  
(Printed Name)

Robin R Dye  
(Printed Name)

\_\_\_\_\_  
(Title)

General Manager  
(Title)

Date: \_\_\_\_\_

Date: November 21, 2003

## ATTACHMENT NO. 2

### 9-1-1 ENTITY ESCALATION & CONTACT LIST

#### Database & Billing

Town of Addison  
Finance Department/Collections  
Elaine Difiglia, Manager  
(972) 450-7080

#### PSAP Operations

Janet Cowart  
Communications Supervisor  
Town of Addison Police Department  
(972) 450-7159

#### 9-1-1 Entity Management

Joni Ramsey  
Manager, Public Safety Communications  
Town of Addison Police Department  
(972) 450-7122

#### Company Service Order

Name: Diana Ramirez  
Title: Manager  
Phone #: 713-688-7612

#### Company Mangement

Name: Robin R Dye  
Title: General Manager  
Phone #: 713-688-7612

#### Company Billing

Name: Diana Ramirez  
Title: Manager  
Phone #: 713-688-7612

**Council Agenda Item: #2f**

**SUMMARY:**

Council approval is requested of 9-1-1 billing agreements with the following communication carriers which have received a Service Provider Certificate of Operating Authority (SPCOA) from the Texas Public Utilities Commission:

Total Telephone Service Co.	Lightyear Communications	United Communications Systems
Capital Telecommunications, Inc.	American Fiber Network, Inc.	nii Communications, Ltd.
NOS Communications, Inc.	Westel, Inc.	

**FINANCIAL IMPACT:**

No financial impact to the Town will be realized, as these carriers are currently submitting access fees to the Town. 9-1-1 fees are generating approximately \$580,000 each year. The revenue is collected by the telephone companies from their customers. The fee of the base rate approximates 62 cents on a monthly single-family residential bill. Theoretically, any revenue generated from these billing agreements will simply replace the fees the Town would have received from Southwestern Bell.

**BACKGROUND:**

Section 82.202 of the Town's code of ordinances requires that all 9-1-1 carriers establish an agreement with us. Many carriers are operating without a formal agreement, and we are attempting to document each carrier. The carriers listed above have submitted signed 9-1-1 billing agreements developed by the Town attorney (one copy attached for information). With the addition of the above eight companies, Addison will have approximately 40 current 9-1-1 contracts.

**RECOMMENDATION:**

It is recommended council authorize the city manager to enter into 9-1-1 agreements with the providers listed above.

Attachment

## 9-1-1 EMERGENCY SERVICE AGREEMENT

This 9-1-1 Emergency Service Agreement ("Agreement") establishes the rates, terms, and conditions for 9-1-1 emergency service interconnection by Capital Telecommunications, Inc ("Company") with the Town of Addison 9-1-1 Emergency Network ("9-1-1 Entity") (collectively "Parties").

WHEREAS, the Texas Legislature and the United States Congress have authorized the provision of telecommunications service in the local marketplace by service suppliers other than the holders of certificates of convenience and necessity ("CCN"); and,

WHEREAS a CCN holder is the incumbent local exchange company that holds a certificate of convenience and necessity granted by the Public Utility Commission of Texas ("PUC") on September 1, 1995, for each service area(s) within the territory of the 9-1-1 Entity; and,

WHEREAS, Company is a holder of a service provider certificate of operating authority that has received certificate number 60020 from the PUC and, therefore, a service supplier and a service provider of local telecommunications service ("service supplier") pursuant to Chapter 771 or Chapter 772 of the Texas Health and Safety Code, §§ 771.001 *et seq.*, 772.001 *et seq.*, or other applicable law pertaining to home rule cities (collectively "the Applicable Laws"), as amended, that must provide 9-1-1 emergency service to that portion of the Company's service area located within the territory of the 9-1-1 Entity; and,

WHEREAS, the 9-1-1 Entity is a political subdivision of the State of Texas established pursuant to the Applicable Laws and must interconnect service suppliers into the 9-1-1 emergency service area served by the 9-1-1 Entity; and,

WHEREAS, this 9-1-1 emergency service interconnection must protect, maintain, and further the high quality, standards-based 9-1-1 emergency service and not inappropriately and unreasonably increase the costs of 9-1-1 emergency service to the 9-1-1 Entity;

NOW, THEREFORE, in consideration of the listed mutual promises and benefits, the Parties agree as follows:

1. Company must comply with all provisions of the Applicable Laws and any requirements implementing or interpreting the Applicable Laws promulgated by the 9-1-1 Entity pursuant to the authority vested in the 9-1-1 Entity.
2. Company shall bill, collect, and remit the appropriate 9-1-1 emergency service

fee to the Town of Addison as provided in the Applicable Laws and reflected in Attachment No. 1.

Company shall remit the appropriate fees and/or, if applicable, surcharge per the rules and schedules established by the Comptroller of Public Accounts, and Texas Health and Safety Code Sections 771.071, 771.073, and 771.077. At all times Company shall be responsible for the accuracy of the report. From time to time, the Commission on State Emergency Communications ("CSEC") 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. CSEC or the Comptroller 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, also pursuant to the Applicable Laws, Company may retain an administrative fee equal to one percent (1%) of the fees Company collects.

3. This service agreement shall be in full force and effect so long as Company's status is strictly that of a reseller and the Company does not use any facilities. Company shall inform the 9-1-1 Entity of any changes or expansion of its service, or in the use of facilities, in its calling area or service territory 60 days in advance of such change or expansion.

4. Any notice required or permitted to be given by the 9-1-1 Entity to Company under this agreement shall be mailed to Company certified or registered U. S. Mail, postage prepaid, return receipt requested to the following address:

(Name and Address of Company)

Capital Telecommunications, Inc.  
200 WEST MARKET ST  
YORK PA 17401

Attention: Thomas D. Morley

Any notice required or permitted to be given by the Company to 9-1-1 Entity under this agreement shall be mailed by certified or registered U. S. Mail, postage prepaid, return receipt requested or delivered to the following address:

Town of Addison Finance Dept.  
P. O. Box 9010  
Addison, TX 75001-9010  
Attention: Elaine Difiglia, Collections Manager

5. The Company and the 9-1-1 Entity will provide and periodically update a contact list. The contact list is found in Attachment No. 2.

6. The 9-1-1 Entity shall not impose on Company any requirement, service, feature, standard, or rate that is not required of the incumbent local exchange company CCN holder.

7. 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 that is not embodied herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the last date signed below.

Town of Addison, Texas

Company

\_\_\_\_\_

Thomas D Morley

(Printed Name)

Thomas D. Morley

(Title)

VP Controller

Date: \_\_\_\_\_

Date: 11/25/03

## ATTACHMENT NO. 2

### 9-1-1 ENTITY ESCALATION & CONTACT LIST

#### Database & Billing

Town of Addison  
Finance Department/Collections  
Elaine Difiglia, Manager  
(972) 450-7080

#### PSAP Operations

Janet Cowart  
Communications Supervisor  
Town of Addison Police Department  
(972) 450-7159

#### 9-1-1 Entity Management

Joni Ramsey  
Manager, Public Safety Communications  
Town of Addison Police Department  
(972) 450-7122

#### Company Service Order

Name: *DANIE / DUMLER*  
Title: *VP OPERATIONS*  
Phone #: *717-815-6323*

#### Company Mangement

Name: *THOMAS D. MUCKLEY*  
Title: *VP Controller*  
Phone #: *717-815-6338*

#### Company Billing

Name: *THOMAS D. MUCKLEY*  
Title: *VP Controller*  
Phone #: *717-815-6338*

**Council Agenda Item: #2g**

**SUMMARY:**

Council approval is requested of 9-1-1 billing agreements with the following communication carriers which have received a Service Provider Certificate of Operating Authority (SPCOA) from the Texas Public Utilities Commission:

Total Telephone Service Co.	Lightyear Communications	United Communications Systems
Capital Telecommunications, Inc.	American Fiber Network, Inc.	nii Communications, Ltd.
NOS Communications, Inc.	Westel, Inc.	

**FINANCIAL IMPACT:**

No financial impact to the Town will be realized, as these carriers are currently submitting access fees to the Town. 9-1-1 fees are generating approximately \$580,000 each year. The revenue is collected by the telephone companies from their customers. The fee of the base rate approximates 62 cents on a monthly single-family residential bill. Theoretically, any revenue generated from these billing agreements will simply replace the fees the Town would have received from Southwestern Bell.

**BACKGROUND:**

Section 82.202 of the Town's code of ordinances requires that all 9-1-1 carriers establish an agreement with us. Many carriers are operating without a formal agreement, and we are attempting to document each carrier. The carriers listed above have submitted signed 9-1-1 billing agreements developed by the Town attorney (one copy attached for information). With the addition of the above eight companies, Addison will have approximately 40 current 9-1-1 contracts.

**RECOMMENDATION:**

It is recommended council authorize the city manager to enter into 9-1-1 agreements with the providers listed above.

Attachment

## 9-1-1 EMERGENCY SERVICE AGREEMENT

This 9-1-1 Emergency Service Agreement ("Agreement") establishes the rates, terms, and conditions for 9-1-1 emergency service interconnection by NOS Communications, Inc. ("Company") with the Town of Addison 9-1-1 Emergency Network ("9-1-1 Entity") (collectively "Parties").

WHEREAS, the Texas Legislature and the United States Congress have authorized the provision of telecommunications service in the local marketplace by service suppliers other than the holders of certificates of convenience and necessity ("CCN"); and,

WHEREAS a CCN holder is the incumbent local exchange company that holds a certificate of convenience and necessity granted by the Public Utility Commission of Texas ("PUC") on September 1, 1995, for each service area(s) within the territory of the 9-1-1 Entity; and,

WHEREAS, Company is a holder of a service provider certificate of operating authority that has received certificate number 60022 from the PUC and, therefore, a service supplier and a service provider of local telecommunications service ("service supplier") pursuant to Chapter 771 or Chapter 772 of the Texas Health and Safety Code, §§ 771.001 *et seq.*, 772.001 *et seq.*, or other applicable law pertaining to home rule cities (collectively "the Applicable Laws"), as amended, that must provide 9-1-1 emergency service to that portion of the Company's service area located within the territory of the 9-1-1 Entity; and,

WHEREAS, the 9-1-1 Entity is a political subdivision of the State of Texas established pursuant to the Applicable Laws and must interconnect service suppliers into the 9-1-1 emergency service area served by the 9-1-1 Entity; and,

WHEREAS, this 9-1-1 emergency service interconnection must protect, maintain, and further the high quality, standards-based 9-1-1 emergency service and not inappropriately and unreasonably increase the costs of 9-1-1 emergency service to the 9-1-1 Entity;

NOW, THEREFORE, in consideration of the listed mutual promises and benefits, the Parties agree as follows:

1. Company must comply with all provisions of the Applicable Laws and any requirements implementing or interpreting the Applicable Laws promulgated by the 9-1-1 Entity pursuant to the authority vested in the 9-1-1 Entity.
2. Company shall bill, collect, and remit the appropriate 9-1-1 emergency service

fee to the Town of Addison as provided in the Applicable Laws and reflected in Attachment No. 1.

Company shall remit the appropriate fees and/or, if applicable, surcharge per the rules and schedules established by the Comptroller of Public Accounts, and Texas Health and Safety Code Sections 771.071, 771.073, and 771.077. At all times Company shall be responsible for the accuracy of the report. From time to time, the Commission on State Emergency Communications ("CSEC") 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. CSEC or the Comptroller 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, also pursuant to the Applicable Laws, Company may retain an administrative fee equal to one percent (1%) of the fees Company collects.

3. This service agreement shall be in full force and effect so long as Company's status is strictly that of a reseller and the Company does not use any facilities. Company shall inform the 9-1-1 Entity of any changes or expansion of its service, or in the use of facilities, in its calling area or service territory 60 days in advance of such change or expansion.

4. Any notice required or permitted to be given by the 9-1-1 Entity to Company under this agreement shall be mailed to Company certified or registered U. S. Mail, postage prepaid, return receipt requested to the following address:

(Name and Address of Company)

NOS Communications, Inc.

4380 Boulder Highway

Las Vegas, NV 89121

Attention: Rowena Valle

Any notice required or permitted to be given by the Company to 9-1-1 Entity under this agreement shall be mailed by certified or registered U. S. Mail, postage prepaid, return receipt requested or delivered to the following address:

Town of Addison Finance Dept.

P. O. Box 9010

Addison, TX 75001-9010

Attention: Elaine Difiglia, Collections Manager

5. The Company and the 9-1-1 Entity will provide and periodically update a contact list. The contact list is found in Attachment No. 2.

6. The 9-1-1 Entity shall not impose on Company any requirement, service, feature, standard, or rate that is not required of the incumbent local exchange company CCN holder.

7. 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 that is not embodied herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the last date signed below.

Town of Addison, Texas

Company

NOS Communications, Inc.

Joseph T. Kopyy

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)  
President

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

Date: 12/18/03

**Council Agenda Item: #2h**

**SUMMARY:**

Council approval is requested of 9-1-1 billing agreements with the following communication carriers which have received a Service Provider Certificate of Operating Authority (SPCOA) from the Texas Public Utilities Commission:

Total Telephone Service Co.	Lightyear Communications	United Communications Systems
Capital Telecommunications, Inc.	American Fiber Network, Inc.	nii Communications, Ltd.
NOS Communications, Inc.	Westel, Inc.	

**FINANCIAL IMPACT:**

No financial impact to the Town will be realized, as these carriers are currently submitting access fees to the Town. 9-1-1 fees are generating approximately \$580,000 each year. The revenue is collected by the telephone companies from their customers. The fee of the base rate approximates 62 cents on a monthly single-family residential bill. Theoretically, any revenue generated from these billing agreements will simply replace the fees the Town would have received from Southwestern Bell.

**BACKGROUND:**

Section 82.202 of the Town's code of ordinances requires that all 9-1-1 carriers establish an agreement with us. Many carriers are operating without a formal agreement, and we are attempting to document each carrier. The carriers listed above have submitted signed 9-1-1 billing agreements developed by the Town attorney (one copy attached for information). With the addition of the above eight companies, Addison will have approximately 40 current 9-1-1 contracts.

**RECOMMENDATION:**

It is recommended council authorize the city manager to enter into 9-1-1 agreements with the providers listed above.

Attachment

## 9-1-1 EMERGENCY SERVICE AGREEMENT

This 9-1-1 Emergency Service Agreement ("Agreement") establishes the rates, terms, and conditions for 9-1-1 emergency service interconnection by Lightyear Communications ("Company") with the Town of Addison 9-1-1 Emergency Network ("9-1-1 Entity") (collectively "Parties").

WHEREAS, the Texas Legislature and the United States Congress have authorized the provision of telecommunications service in the local marketplace by service suppliers other than the holders of certificates of convenience and necessity ("CCN"); and,

WHEREAS a CCN holder is the incumbent local exchange company that holds a certificate of convenience and necessity granted by the Public Utility Commission of Texas ("PUC") on September 1, 1995, for each service area(s) within the territory of the 9-1-1 Entity; and,

WHEREAS, Company is a holder of a service provider certificate of operating authority that has received certificate number 60353 from the PUC and, therefore, a service supplier and a service provider of local telecommunications service ("service supplier") pursuant to Chapter 771 or Chapter 772 of the Texas Health and Safety Code, §§ 771.001 *et seq.*, 772.001 *et seq.*, or other applicable law pertaining to home rule cities (collectively "the Applicable Laws"), as amended, that must provide 9-1-1 emergency service to that portion of the Company's service area located within the territory of the 9-1-1 Entity; and,

WHEREAS, the 9-1-1 Entity is a political subdivision of the State of Texas established pursuant to the Applicable Laws and must interconnect service suppliers into the 9-1-1 emergency service area served by the 9-1-1 Entity; and,

WHEREAS, this 9-1-1 emergency service interconnection must protect, maintain, and further the high quality, standards-based 9-1-1 emergency service and not inappropriately and unreasonably increase the costs of 9-1-1 emergency service to the 9-1-1 Entity;

NOW, THEREFORE, in consideration of the listed mutual promises and benefits, the Parties agree as follows:

1. Company must comply with all provisions of the Applicable Laws and any requirements implementing or interpreting the Applicable Laws promulgated by the 9-1-1 Entity pursuant to the authority vested in the 9-1-1 Entity.
2. Company shall bill, collect, and remit the appropriate 9-1-1 emergency service

fee to the Town of Addison as provided in the Applicable Laws and reflected in Attachment No. 1.

Company shall remit the appropriate fees and/or, if applicable, surcharge per the rules and schedules established by the Comptroller of Public Accounts, and Texas Health and Safety Code Sections 771.071, 771.073, and 771.077. At all times Company shall be responsible for the accuracy of the report. From time to time, the Commission on State Emergency Communications ("CSEC") 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. CSEC or the Comptroller 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, also pursuant to the Applicable Laws, Company may retain an administrative fee equal to one percent (1%) of the fees Company collects.

3. This service agreement shall be in full force and effect so long as Company's status is strictly that of a reseller and the Company does not use any facilities. Company shall inform the 9-1-1 Entity of any changes or expansion of its service, or in the use of facilities, in its calling area or service territory 60 days in advance of such change or expansion.

4. Any notice required or permitted to be given by the 9-1-1 Entity to Company under this agreement shall be mailed to Company certified or registered U. S. Mail, postage prepaid, return receipt requested to the following address:

(Name and Address of Company)

\_\_\_\_\_ Lightyear Communications, Inc.  
\_\_\_\_\_ 1901 Eastpoint Parkway  
\_\_\_\_\_ Louisville, KY 40223

Attention: \_\_\_\_\_ Theresa Herring \_\_\_\_\_

Any notice required or permitted to be given by the Company to 9-1-1 Entity under this agreement shall be mailed by certified or registered U. S. Mail, postage prepaid, return receipt requested or delivered to the following address:

Town of Addison Finance Dept.  
P. O. Box 9010  
Addison, TX 75001-9010  
Attention: Elaine Difiglia, Collections Manager

5. The Company and the 9-1-1 Entity will provide and periodically update a contact list. The contact list is found in Attachment No. 2.

6. The 9-1-1 Entity shall not impose on Company any requirement, service, feature, standard, or rate that is not required of the incumbent local exchange company CCN holder.

7. 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 that is not embodied herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the last date signed below.

Town of Addison, Texas

Company

\_\_\_\_\_

Lightyear Communications

(Printed Name)

Theresa Herring

(Printed Name)

(Title)

Tax Manager

(Title)

Date: \_\_\_\_\_

Date: 11/10/2003

ATTACHMENT NO. 2

9-1-1 ENTITY ESCALATION & CONTACT LIST

Database & Billing

Town of Addison  
Finance Department/Collections  
Elaine Difiglia, Manager  
(972) 450-7080

PSAP Operations

Janet Cowart  
Communications Supervisor  
Town of Addison Police Department  
(972) 450-7159

9-1-1 Entity Management

Joni Ramsey  
Manager, Public Safety Communications  
Town of Addison Police Department  
(972) 450-7122

Company Service Order

Name:  
Title:  
Phone #:

Company Mangement

Name:  
Title:  
Phone #:

Company Billing

Name: *Theresa Herring*  
Title: *Tax Manager*  
Phone #: *(502) 244-6666*

**Council Agenda Item: #2i**

**SUMMARY:**

Council approval is requested of 9-1-1 billing agreements with the following communication carriers which have received a Service Provider Certificate of Operating Authority (SPCOA) from the Texas Public Utilities Commission:

Total Telephone Service Co.	Lightyear Communications	United Communications Systems
Capital Telecommunications, Inc.	American Fiber Network, Inc.	nii Communications, Ltd.
NOS Communications, Inc.	Westel, Inc.	

**FINANCIAL IMPACT:**

No financial impact to the Town will be realized, as these carriers are currently submitting access fees to the Town. 9-1-1 fees are generating approximately \$580,000 each year. The revenue is collected by the telephone companies from their customers. The fee of the base rate approximates 62 cents on a monthly single-family residential bill. Theoretically, any revenue generated from these billing agreements will simply replace the fees the Town would have received from Southwestern Bell.

**BACKGROUND:**

Section 82.202 of the Town's code of ordinances requires that all 9-1-1 carriers establish an agreement with us. Many carriers are operating without a formal agreement, and we are attempting to document each carrier. The carriers listed above have submitted signed 9-1-1 billing agreements developed by the Town attorney (one copy attached for information). With the addition of the above eight companies, Addison will have approximately 40 current 9-1-1 contracts.

**RECOMMENDATION:**

It is recommended council authorize the city manager to enter into 9-1-1 agreements with the providers listed above.

Attachment

## 9-1-1 EMERGENCY SERVICE AGREEMENT

This 9-1-1 Emergency Service Agreement ("Agreement") establishes the rates, terms, and conditions for 9-1-1 emergency service interconnection by American Fiber Network, Inc ("Company") with the Town of Addison 9-1-1 Emergency Network ("9-1-1 Entity") (collectively "Parties").

WHEREAS, the Texas Legislature and the United States Congress have authorized the provision of telecommunications service in the local marketplace by service suppliers other than the holders of certificates of convenience and necessity ("CCN"); and,

WHEREAS a CCN holder is the incumbent local exchange company that holds a certificate of convenience and necessity granted by the Public Utility Commission of Texas ("PUC") on September 1, 1995, for each service area(s) within the territory of the 9-1-1 Entity; and,

WHEREAS, Company is a holder of a service provider certificate of operating authority that has received certificate number 100444 from the PUC and, therefore, a service supplier and a service provider of local telecommunications service ("service supplier") pursuant to Chapter 771 or Chapter 772 of the Texas Health and Safety Code, §§ 771.001 *et seq.*, 772.001 *et seq.*, or other applicable law pertaining to home rule cities (collectively "the Applicable Laws"), as amended, that must provide 9-1-1 emergency service to that portion of the Company's service area located within the territory of the 9-1-1 Entity; and,

WHEREAS, the 9-1-1 Entity is a political subdivision of the State of Texas established pursuant to the Applicable Laws and must interconnect service suppliers into the 9-1-1 emergency service area served by the 9-1-1 Entity; and,

WHEREAS, this 9-1-1 emergency service interconnection must protect, maintain, and further the high quality, standards-based 9-1-1 emergency service and not inappropriately and unreasonably increase the costs of 9-1-1 emergency service to the 9-1-1 Entity;

NOW, THEREFORE, in consideration of the listed mutual promises and benefits, the Parties agree as follows:

1. Company must comply with all provisions of the Applicable Laws and any requirements implementing or interpreting the Applicable Laws promulgated by the 9-1-1 Entity pursuant to the authority vested in the 9-1-1 Entity.
2. Company shall bill, collect, and remit the appropriate 9-1-1 emergency service

fee to the Town of Addison as provided in the Applicable Laws and reflected in Attachment No. 1.

Company shall remit the appropriate fees and/or, if applicable, surcharge per the rules and schedules established by the Comptroller of Public Accounts, and Texas Health and Safety Code Sections 771.071, 771.073, and 771.077. At all times Company shall be responsible for the accuracy of the report. From time to time, the Commission on State Emergency Communications ("CSEC") 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. CSEC or the Comptroller 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, also pursuant to the Applicable Laws, Company may retain an administrative fee equal to one percent (1%) of the fees Company collects.

3. This service agreement shall be in full force and effect so long as Company's status is strictly that of a reseller and the Company does not use any facilities. Company shall inform the 9-1-1 Entity of any changes or expansion of its service, or in the use of facilities, in its calling area or service territory 60 days in advance of such change or expansion.

4. Any notice required or permitted to be given by the 9-1-1 Entity to Company under this agreement shall be mailed to Company certified or registered U. S. Mail, postage prepaid, return receipt requested to the following address:

(Name and Address of Company)

American Fiber Network, Inc.  
9401 Indian Creek Pkwy.  
St. 140  
Overland Park, KS 66200  
Attention: ROBERT HEATH

Any notice required or permitted to be given by the Company to 9-1-1 Entity under this agreement shall be mailed by certified or registered U. S. Mail, postage prepaid, return receipt requested or delivered to the following address:

Town of Addison Finance Dept.  
P. O. Box 9010  
Addison, TX 75001-9010  
Attention: Elaine Difiglia, Collections Manager

5. The Company and the 9-1-1 Entity will provide and periodically update a contact list. The contact list is found in Attachment No. 2.

6. The 9-1-1 Entity shall not impose on Company any requirement, service, feature, standard, or rate that is not required of the incumbent local exchange company CCN holder.

7. 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 that is not embodied herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the last date signed below.

Town of Addison, Texas

Company *American Fiber Networks, Inc.*

*Robert E. Heath*

\_\_\_\_\_  
(Printed Name)

*ROBERT E. HEATH*

\_\_\_\_\_  
(Printed Name)

*EVP*

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

Date: *12/9/03*

ATTACHMENT NO. 2

9-1-1 ENTITY ESCALATION & CONTACT LIST

Database & Billing

Town of Addison  
Finance Department/Collections  
Elaine Difiglia, Manager  
(972) 450-7080

PSAP Operations

Janet Cowart  
Communications Supervisor  
Town of Addison Police Department  
(972) 450-7159

9-1-1 Entity Management

Joni Ramsey  
Manager, Public Safety Communications  
Town of Addison Police Department  
(972) 450-7122

Company Service Order

Name: *DOUMA BOGAN*  
Title:  
Phone #: *(913) 338-2658*

Company Mangement

Name: *ROBERT E. HEATH*  
Title: *EVP*  
Phone #: *(913) 338-2658*

Company Billing

Name: *BOB BARANAK*  
Title:  
Phone #: *(913) 338-2658*

**Council Agenda Item: #2j**

**SUMMARY:**

Council approval is requested of 9-1-1 billing agreements with the following communication carriers which have received a Service Provider Certificate of Operating Authority (SPCOA) from the Texas Public Utilities Commission:

Total Telephone Service Co.	Lightyear Communications	United Communications Systems
Capital Telecommunications, Inc.	American Fiber Network, Inc.	nii Communications, Ltd.
NOS Communications, Inc.	Westel, Inc.	

**FINANCIAL IMPACT:**

No financial impact to the Town will be realized, as these carriers are currently submitting access fees to the Town. 9-1-1 fees are generating approximately \$580,000 each year. The revenue is collected by the telephone companies from their customers. The fee of the base rate approximates 62 cents on a monthly single-family residential bill. Theoretically, any revenue generated from these billing agreements will simply replace the fees the Town would have received from Southwestern Bell.

**BACKGROUND:**

Section 82.202 of the Town's code of ordinances requires that all 9-1-1 carriers establish an agreement with us. Many carriers are operating without a formal agreement, and we are attempting to document each carrier. The carriers listed above have submitted signed 9-1-1 billing agreements developed by the Town attorney (one copy attached for information). With the addition of the above eight companies, Addison will have approximately 40 current 9-1-1 contracts.

**RECOMMENDATION:**

It is recommended council authorize the city manager to enter into 9-1-1 agreements with the providers listed above.

Attachment

## 9-1-1 EMERGENCY SERVICE AGREEMENT

This 9-1-1 Emergency Service Agreement ("Agreement") establishes the rates, terms, and conditions for 9-1-1 emergency service interconnection by Westel Inc ("Company") with the Town of Addison 9-1-1 Emergency Network ("9-1-1 Entity") (collectively "Parties").

WHEREAS, the Texas Legislature and the United States Congress have authorized the provision of telecommunications service in the local marketplace by service suppliers other than the holders of certificates of convenience and necessity ("CCN"); and,

WHEREAS a CCN holder is the incumbent local exchange company that holds a certificate of convenience and necessity granted by the Public Utility Commission of Texas ("PUC") on September 1, 1995, for each service area(s) within the territory of the 9-1-1 Entity; and,

WHEREAS, Company is a holder of a service provider certificate of operating authority that has received certificate number 60057 from the PUC and, therefore, a service supplier and a service provider of local telecommunications service ("service supplier") pursuant to Chapter 771 or Chapter 772 of the Texas Health and Safety Code, §§ 771.001 *et seq.*, 772.001 *et seq.*, or other applicable law pertaining to home rule cities (collectively "the Applicable Laws"), as amended, that must provide 9-1-1 emergency service to that portion of the Company's service area located within the territory of the 9-1-1 Entity; and,

WHEREAS, the 9-1-1 Entity is a political subdivision of the State of Texas established pursuant to the Applicable Laws and must interconnect service suppliers into the 9-1-1 emergency service area served by the 9-1-1 Entity; and,

WHEREAS, this 9-1-1 emergency service interconnection must protect, maintain, and further the high quality, standards-based 9-1-1 emergency service and not inappropriately and unreasonably increase the costs of 9-1-1 emergency service to the 9-1-1 Entity;

NOW, THEREFORE, in consideration of the listed mutual promises and benefits, the Parties agree as follows:

1. Company must comply with all provisions of the Applicable Laws and any requirements implementing or interpreting the Applicable Laws promulgated by the 9-1-1 Entity pursuant to the authority vested in the 9-1-1 Entity.
2. Company shall bill, collect, and remit the appropriate 9-1-1 emergency service

fee to the Town of Addison as provided in the Applicable Laws and reflected in Attachment No. 1.

Company shall remit the appropriate fees and/or, if applicable, surcharge per the rules and schedules established by the Comptroller of Public Accounts, and Texas Health and Safety Code Sections 771.071, 771.073, and 771.077. At all times Company shall be responsible for the accuracy of the report. From time to time, the Commission on State Emergency Communications ("CSEC") 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. CSEC or the Comptroller 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, also pursuant to the Applicable Laws, Company may retain an administrative fee equal to one percent (1%) of the fees Company collects.

3. This service agreement shall be in full force and effect so long as Company's status is strictly that of a reseller and the Company does not use any facilities. Company shall inform the 9-1-1 Entity of any changes or expansion of its service, or in the use of facilities, in its calling area or service territory 60 days in advance of such change or expansion.

4. Any notice required or permitted to be given by the 9-1-1 Entity to Company under this agreement shall be mailed to Company certified or registered U. S. Mail, postage prepaid, return receipt requested to the following address:

(Name and Address of Company)

Westel, Inc  
9606 N. MO-PAC  
Suite 700  
Austin, TX 78759  
Attention: Douglas Britton-Paul

Any notice required or permitted to be given by the Company to 9-1-1 Entity under this agreement shall be mailed by certified or registered U. S. Mail, postage prepaid, return receipt requested or delivered to the following address:

Town of Addison Finance Dept.  
P. O. Box 9010  
Addison, TX 75001-9010  
Attention: Elaine Difiglia, Collections Manager

5. The Company and the 9-1-1 Entity will provide and periodically update a contact list. The contact list is found in Attachment No. 2.

6. The 9-1-1 Entity shall not impose on Company any requirement, service, feature, standard, or rate that is not required of the incumbent local exchange company CCN holder.

7. 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 that is not embodied herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the last date signed below.

Town of Addison, Texas

Company



\_\_\_\_\_

\_\_\_\_\_

(Printed Name)

Douglas Britton-Paws  
(Printed Name)

(Title)

Director, Customer Care  
(Title)

Date: \_\_\_\_\_

Date: 2/25/04

**Council Agenda Item: #2k**

**SUMMARY:**

Council approval is requested of 9-1-1 billing agreements with the following communication carriers which have received a Service Provider Certificate of Operating Authority (SPCOA) from the Texas Public Utilities Commission:

Total Telephone Service Co.	Lightyear Communications	United Communications Systems
Capital Telecommunications, Inc.	American Fiber Network, Inc.	nii Communications, Ltd.
NOS Communications, Inc.	Westel, Inc.	

**FINANCIAL IMPACT:**

No financial impact to the Town will be realized, as these carriers are currently submitting access fees to the Town. 9-1-1 fees are generating approximately \$580,000 each year. The revenue is collected by the telephone companies from their customers. The fee of the base rate approximates 62 cents on a monthly single-family residential bill. Theoretically, any revenue generated from these billing agreements will simply replace the fees the Town would have received from Southwestern Bell.

**BACKGROUND:**

Section 82.202 of the Town's code of ordinances requires that all 9-1-1 carriers establish an agreement with us. Many carriers are operating without a formal agreement, and we are attempting to document each carrier. The carriers listed above have submitted signed 9-1-1 billing agreements developed by the Town attorney (one copy attached for information). With the addition of the above eight companies, Addison will have approximately 40 current 9-1-1 contracts.

**RECOMMENDATION:**

It is recommended council authorize the city manager to enter into 9-1-1 agreements with the providers listed above.

Attachment

## 9-1-1 EMERGENCY SERVICE AGREEMENT

This 9-1-1 Emergency Service Agreement ("Agreement") establishes the rates, terms, and conditions for 9-1-1 emergency service interconnection by UNITED COMMUNICATIONS SYSTEMS ("Company") with the Town of Addison 9-1-1 Emergency Network ("9-1-1 Entity") (collectively "Parties").

WHEREAS, the Texas Legislature and the United States Congress have authorized the provision of telecommunications service in the local marketplace by service suppliers other than the holders of certificates of convenience and necessity ("CCN"); and,

WHEREAS a CCN holder is the incumbent local exchange company that holds a certificate of convenience and necessity granted by the Public Utility Commission of Texas ("PUC") on September 1, 1995, for each service area(s) within the territory of the 9-1-1 Entity; and,

WHEREAS, Company is a holder of a service provider certificate of operating authority that has received certificate number 60238 from the PUC and, therefore, a service supplier and a service provider of local telecommunications service ("service supplier") pursuant to Chapter 771 or Chapter 772 of the Texas Health and Safety Code, §§ 771.001 *et seq.*; 772.001 *et seq.*, or other applicable law pertaining to home rule cities (collectively "the Applicable Laws"), as amended, that must provide 9-1-1 emergency service to that portion of the Company's service area located within the territory of the 9-1-1 Entity; and,

WHEREAS, the 9-1-1 Entity is a political subdivision of the State of Texas established pursuant to the Applicable Laws and must interconnect service suppliers into the 9-1-1 emergency service area served by the 9-1-1 Entity; and,

WHEREAS, this 9-1-1 emergency service interconnection must protect, maintain, and further the high quality, standards-based 9-1-1 emergency service and not inappropriately and unreasonably increase the costs of 9-1-1 emergency service to the 9-1-1 Entity;

NOW, THEREFORE, in consideration of the listed mutual promises and benefits, the Parties agree as follows:

1. Company must comply with all provisions of the Applicable Laws and any requirements implementing or interpreting the Applicable Laws promulgated by the 9-1-1 Entity pursuant to the authority vested in the 9-1-1 Entity.
2. Company shall bill, collect, and remit the appropriate 9-1-1 emergency service

fee to the Town of Addison as provided in the Applicable Laws and reflected in Attachment No. 1.

Company shall remit the appropriate fees and/or, if applicable, surcharge per the rules and schedules established by the Comptroller of Public Accounts, and Texas Health and Safety Code Sections 771.071, 771.073, and 771.077. At all times Company shall be responsible for the accuracy of the report. From time to time, the Commission on State Emergency Communications ("CSEC") 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. CSEC or the Comptroller 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, also pursuant to the Applicable Laws, Company may retain an administrative fee equal to one percent (1%) of the fees Company collects.

3. This service agreement shall be in full force and effect so long as Company's status is strictly that of a reseller and the Company does not use any facilities. Company shall inform the 9-1-1 Entity of any changes or expansion of its service, or in the use of facilities, in its calling area or service territory 60 days in advance of such change or expansion.

4. Any notice required or permitted to be given by the 9-1-1 Entity to Company under this agreement shall be mailed to Company certified or registered U. S. Mail, postage prepaid, return receipt requested to the following address:

(Name and Address of Company)

UNITED COMMUNICATIONS SYSTEMS

dba CALL ONE

1221 ABRAMS ROAD, SUITE 100

RICHARDSON, TX 75081

Attention: DAVID E HUGHES

Any notice required or permitted to be given by the Company to 9-1-1 Entity under this agreement shall be mailed by certified or registered U. S. Mail, postage prepaid, return receipt requested or delivered to the following address:

Town of Addison Finance Dept.

P. O. Box 9010

Addison, TX 75001-9010

Attention: Elaine Difiglia, Collections Manager

5. The Company and the 9-1-1 Entity will provide and periodically update a contact list. The contact list is found in Attachment No. 2.

6. The 9-1-1 Entity shall not impose on Company any requirement, service, feature, standard, or rate that is not required of the incumbent local exchange company CCN holder.

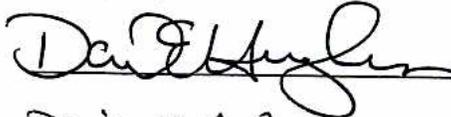
7. This Agreement, together with all attachments, sets forth the entire understanding of the Parties. No representation, promise, or statement of intention has been made by either Party that is not embodied herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the last date signed below.

Town of Addison, Texas

Company

\_\_\_\_\_



\_\_\_\_\_  
(Printed Name)

DAVID E Hughes

\_\_\_\_\_  
(Printed Name)

VICE PRESIDENT

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

Date: 12/24/03

ATTACHMENT NO. 2

9-1-1 ENTITY ESCALATION & CONTACT LIST

Database & Billing

Town of Addison  
Finance Department/Collections  
Elaine Difiglia, Manager  
(972) 450-7080

PSAP Operations

Janet Cowart  
Communications Supervisor  
Town of Addison Police Department  
(972) 450-7159

9-1-1 Entity Management

Joni Ramsey  
Manager, Public Safety Communications  
Town of Addison Police Department  
(972) 450-7122

Company Service Order

Name: KIM PINKARD  
Title: CUST SVC COORDINATOR  
Phone #: 972 669-8300, X108

Company Mangement

Name: DAVID E HUGHES  
Title: VP  
Phone #: 972 669-8300, X104

Company Billing

Name: LISA SANDONE  
Title: OPERATIONS MANAGER  
Phone #: 972 669-8300, X104

**Council Agenda Item: #21**

**SUMMARY:**

Council approval is requested of 9-1-1 billing agreements with the following communication carriers which have received a Service Provider Certificate of Operating Authority (SPCOA) from the Texas Public Utilities Commission:

Total Telephone Service Co.	Lightyear Communications	United Communications Systems
Capital Telecommunications, Inc.	American Fiber Network, Inc.	nii Communications, Ltd.
NOS Communications, Inc.	Westel, Inc.	

**FINANCIAL IMPACT:**

No financial impact to the Town will be realized, as these carriers are currently submitting access fees to the Town. 9-1-1 fees are generating approximately \$580,000 each year. The revenue is collected by the telephone companies from their customers. The fee of the base rate approximates 62 cents on a monthly single-family residential bill. Theoretically, any revenue generated from these billing agreements will simply replace the fees the Town would have received from Southwestern Bell.

**BACKGROUND:**

Section 82.202 of the Town's code of ordinances requires that all 9-1-1 carriers establish an agreement with us. Many carriers are operating without a formal agreement, and we are attempting to document each carrier. The carriers listed above have submitted signed 9-1-1 billing agreements developed by the Town attorney (one copy attached for information). With the addition of the above eight companies, Addison will have approximately 40 current 9-1-1 contracts.

**RECOMMENDATION:**

It is recommended council authorize the city manager to enter into 9-1-1 agreements with the providers listed above.

Attachment

## 9-1-1 EMERGENCY SERVICE AGREEMENT

This 9-1-1 Emergency Service Agreement ("Agreement") establishes the rates, terms, and conditions for 9-1-1 emergency service interconnection by Nii Communications, Ltd. ("Company") with the Town of Addison 9-1-1 Emergency Network ("9-1-1 Entity") (collectively "Parties").

WHEREAS, the Texas Legislature and the United States Congress have authorized the provision of telecommunications service in the local marketplace by service suppliers other than the holders of certificates of convenience and necessity ("CCN"); and,

WHEREAS a CCN holder is the incumbent local exchange company that holds a certificate of convenience and necessity granted by the Public Utility Commission of Texas ("PUC") on September 1, 1995, for each service area(s) within the territory of the 9-1-1 Entity; and,

WHEREAS, Company is a holder of a service provider certificate of operating authority that has received certificate number 60240 from the PUC and, therefore, a service supplier and a service provider of local telecommunications service ("service supplier") pursuant to Chapter 771 or Chapter 772 of the Texas Health and Safety Code, §§ 771.001 *et seq.*, 772.001 *et seq.*, or other applicable law pertaining to home rule cities (collectively "the Applicable Laws"), as amended, that must provide 9-1-1 emergency service to that portion of the Company's service area located within the territory of the 9-1-1 Entity; and,

WHEREAS, the 9-1-1 Entity is a political subdivision of the State of Texas established pursuant to the Applicable Laws and must interconnect service suppliers into the 9-1-1 emergency service area served by the 9-1-1 Entity; and,

WHEREAS, this 9-1-1 emergency service interconnection must protect, maintain, and further the high quality, standards-based 9-1-1 emergency service and not inappropriately and unreasonably increase the costs of 9-1-1 emergency service to the 9-1-1 Entity;

NOW, THEREFORE, in consideration of the listed mutual promises and benefits, the Parties agree as follows:

1. Company must comply with all provisions of the Applicable Laws and any requirements implementing or interpreting the Applicable Laws promulgated by the 9-1-1 Entity pursuant to the authority vested in the 9-1-1 Entity.
2. Company shall bill, collect, and remit the appropriate 9-1-1 emergency service

fee to the Town of Addison as provided in the Applicable Laws and reflected in Attachment No. 1.

Company shall remit the appropriate fees and/or, if applicable, surcharge per the rules and schedules established by the Comptroller of Public Accounts, and Texas Health and Safety Code Sections 771.071, 771.073, and 771.077. At all times Company shall be responsible for the accuracy of the report. From time to time, the Commission on State Emergency Communications ("CSEC") 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. CSEC or the Comptroller 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, also pursuant to the Applicable Laws, Company may retain an administrative fee equal to one percent (1%) of the fees Company collects.

3. This service agreement shall be in full force and effect <sup>OWN</sup> so long as Company's status is strictly that of a reseller and the Company does not ~~use~~ any facilities. Company shall inform the 9-1-1 Entity of any changes or expansion of its service, or in the use of facilities, in its calling area or service territory 60 days in advance of such change or expansion. - Company owned  
KCA

4. Any notice required or permitted to be given by the 9-1-1 Entity to Company under this agreement shall be mailed to Company certified or registered U. S. Mail, postage prepaid, return receipt requested to the following address:

(Name and Address of Company)

Nii Communications, Ltd.  
1717 N Loop 1604 E  
Ste 250  
SAN ANTONIO, TX 78232  
Attention: KENNETH MELLEY

Any notice required or permitted to be given by the Company to 9-1-1 Entity under this agreement shall be mailed by certified or registered U. S. Mail, postage prepaid, return receipt requested or delivered to the following address:

Town of Addison Finance Dept.  
P. O. Box 9010  
Addison, TX 75001-9010  
Attention: Elaine Difiglia, Collections Manager

5. The Company and the 9-1-1 Entity will provide and periodically update a contact list. The contact list is found in Attachment No. 2.

6. The 9-1-1 Entity shall not impose on Company any requirement, service, feature, standard, or rate that is not required of the incumbent local exchange company CCN holder.

7. 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 that is not embodied herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the last date signed below.

Town of Addison, Texas

Company

\_\_\_\_\_

\_\_\_\_\_

(Printed Name)

Kenneth F. MELLEY Jr  
(Printed Name)

(Title)

VICE PRESIDENT Market Development  
(Title)

Date: \_\_\_\_\_

Date: 12/19/03

**nii communications, Ltd.**  
**9-1-1 Escalation & Contact List Company**  
**Attachment 2**

**Database & Billing**

Ellen Frattini , General Manager  
nii communications, Ltd.  
1717 North Loop 1604 East, Ste. 250  
San Antonio, TX 78232  
(210) 403-9100

**Network Operations**

**24hr Network Management Center (NMC)**  
**Trouble Reporting Number        800-897-2448**

Rick Gallo  
Director of Customer Service  
nii communications, Ltd.  
1717 North Loop 1604 East, Ste. 250  
San Antonio, TX 78232  
(210) 403-9100

**Installation & Operations Management**

Rick Gallo  
Director of Customer Service  
nii communications, Ltd.  
1717 North Loop 1604 East, Ste. 250  
San Antonio, TX 78232  
(210) 403-9100

**Location General Manager**

Ellen Frattini  
General Manager  
nii communications, Ltd.  
1717 North Loop 1604 East, Ste. 250  
San Antonio, TX 78232  
(210) 403-9100

**9-1-1 Entity Coordination**

Kenneth F. Melley, Jr.  
Vice President of Market Development  
nii communications, Ltd.  
1717 North Loop 1604 East, Ste. 250  
San Antonio, TX 78232  
(210) 403-9100

**THERE ARE NO  
ATTACHMENTS  
FOR ITEM #R3**

## Memorandum

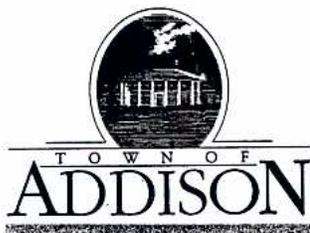
DATE: January 14, 2004  
TO: Carmen Moran, Director of Development Services  
FROM: Slade Strickland, Director of Parks & Recreation  
SUBJECT: **Case 1447-SUP/Red Baron**

---

The revised plan submitted by the applicant shows removal of landscaping in the patio area and the deck area. The site presently has 16 percent landscaping, and the proposed plan shows 15.9 percent. The end result will be a 296 square foot reduction of landscaping on the site. Four shade trees will be removed and replaced with new 4 inch caliper trees on the west side of the property. Three parking spaces will be removed to make up for some of the landscaping removed in front of the building. Low growing shrubs were also added along the Belt Line Road street frontage.

I asked the applicant to place emphasis on the front of the building to make up for any reduced landscaping. The sidewalk on the north side of the building abutting the front parking lot was removed to gain more landscaping.





Addison 50!

50 YEARS OF FUN!

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

FAX (972) 450-7043

January 22, 2004

STAFF REPORT

RE: Case 1447-SUP/Red Baron

LOCATION: 4440 Belt Line Road

REQUEST: Approval of an amendment to an existing Special Use Permit for a restaurant and an existing SUP for the sale of alcoholic beverages for on-premises consumption

APPLICANT: 4440 Belt Line, Ltd., represented by Mr. Kurt (Mike) Steinmann

DISCUSSION:

Background. This restaurant was originally the Hush Puppies Restaurant, which was granted a Special Use Permit through Ordinance 321 on April 19, 1977. The restaurant was subsequently changed to Joe T. Garcia's, and operated on the site 1986. At that time, the existing Joe T. Garcia's was demolished and the site was redeveloped with the Atchafalaya River Café, which was approved through Ordinance 086-101, passed by the City Council on November 25, 1986. The Special Use Permit was amended on May 12, 1987 through Ordinance 087-023 to add a patio to the restaurant. The Atchafalaya River Café chain sold to Landry's Seafood Restaurants, and this restaurant was converted to a Landry's several years ago. Landry's has been closed for approximately one year.

At this point, the applicant would like to redevelop the restaurant and open it as a Red Baron Gulf Coast Seafood restaurant. A tentative menu and profile of the developer are attached. The applicant plans to open the restaurant for both lunch and dinner.

Proposed Plan. The applicant is planning to make changes to the interior and exterior of the building. The applicant is planning to take the existing dining room and add a bar inside it. He is also planning to add a stage for live music. He is planning to take the large bar out of the bar area and replace it with a smaller bar. He will then take a portion of the kitchen and convert it to a game room/dining area. The plans show two

pool tables in the game room, but no video games. The applicant should be aware that more than four video games requires a Special Use Permit for a gaming arcade, and more than two pool tables requires a Special Use Permit for a billiard hall. The applicant is planning to move the existing entry to the dining room area, and replace the existing entry with a bar that will serve the patio. The applicant will reconfigure the existing restrooms to add three toilets to the women's restroom and one urinal in the men's room.

The applicant is also planning to add an 802 square foot raised deck onto the front of the patio. The deck will be raised approximately 20 inches above the ground level of the patio, and it shows a row of 34 bar stools against the north railing.

The applicant submitted a plan for the remodeling of the front of the restaurant. The brick walls that enclosed the patio at Landry's will be removed, and minor changes will be made to the front façade of the restaurant. The applicant did not submit elevations of the other sides, but indicated they will not be changed. The staff photographed the other sides and noted that the entire restaurant will need painting, which the applicant has indicated he will do. A colored rendering of the front of the restaurant was submitted with the plans.

Parking. The new plans indicate the restaurant, with the existing patio and the new deck, will be 12,229 square feet. At a ratio of 1 space per 70 square feet, it requires 175 spaces. At present the restaurant has 188 spaces. The current parking spaces are 9' x 18', and the code allows spaces to be 8 ½' x 17'. Therefore, the applicant can re-strip the parking lot and pick up 10 additional spaces to get to 198, which is what the plans indicate.

Food Service Code. The Environmental Services Official has noted that the kitchen is several years old and some equipment may have to be upgraded. The restaurant will be required to meet all the requirements of the current food service code.

Building Code. The applicant should also be aware that if any areas of the restaurant exceed 5,000 square feet (under the current plan they do not). They will have to be separated by firewalls or the building will have to be sprinklered. Also, if he attempts to enclose any of the patio areas, those will have to be sprinklered. They cannot be enclosed with canvas or plastic, but must remain open to the air at all times.

Public Works. The Public Works Department has reviewed the site plan and has no comments.

Landscaping. The existing landscaping on the site has not been maintained for some time. The plans call for 802 square feet of landscaping to be removed and replaced

with a deck, but the plans do not indicate where that 802 square feet of landscaping would be replaced on the site. The applicant has mentioned taking out the sidewalk across the front of the building and replacing it with landscaping, but that would only replace 420 square feet. Slade Strickland also notes that the site is tight on landscaping (although he cannot be sure because a plan for the entire site was not submitted), and that any reduction might put it under the 20 percent requirement.

Mechanical Equipment. The applicant should be aware that if any new mechanical equipment is added to the roof of the restaurant, it must be screened from all adjacent properties. The screening mechanism shall be architecturally compatible, and the Building Official shall make the determination of "architecturally compatible".

#### RECOMMENDATION:

Staff has discussed the music/live band component of this facility with the applicant. The staff is always sensitive to noise issues when live music is being planned for a space. In addition, the neighbors are concerned about music, as expressed in the letter from Harkinson Investment Corporation (attached). This restaurant has an existing restaurant on either side, both of which have existing patios. In addition, there is a hotel directly behind this restaurant. The staff feels that this restaurant needs to be a good neighbor to the businesses that already exist around it. The staff recommends that the applicant not be allowed to eliminate the landscaping in front of the restaurant and replace it with deck area. This additional deck, aside from eliminating the landscaping, would allow for additional noise generation and additional strain on the parking. In addition, the staff recommends the applicant not be allowed to have amplified music on the patio. The staff is recommending that live music be allowed inside the building; however, the applicant should be aware that if noise from music inside the building becomes a problem for the neighbors, the music would have to be turned down. The Town has a noise ordinance, and if noise is a problem, it will be handled by the Police Department through the noise ordinance provisions.

Staff feels that this proposed restaurant, with some modifications, is an appropriate redevelopment for this space, and recommends approval subject to the following conditions:

-the plans shall be revised to eliminate the 802 square-foot deck that is shown to be added to the existing patio.

-a revised landscaping plan shall be submitted by the applicant that indicates all landscaping on the site. A Landscape Architect licensed in the state of Texas must provide the plan.

-any new mechanical equipment must be screened from all adjacent properties. The screening mechanism shall be architecturally compatible, and the Building Official shall make the determination of "architecturally compatible".

-the restaurant shall not be allowed to have amplified music on the patio.

Respectfully submitted,

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

Carmen Moran  
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on January 29, 2004, voted to recommend approval of the request for for an amendment to an existing Special Use Permit for a restaurant and an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption, subject to the following conditions:

-the plans shall be revised to replace the proposed 802 square foot deck with a 390 square foot deck, and the sidewalk along the front of the restaurant shall be torn out and replaced with landscaping to compensate for the landscaping taken by the new deck.

-a revised landscaping plan shall be submitted by the applicant that indicates all landscaping on the site. A Landscape Architect licensed in the state of Texas must provide the plan.

-any new mechanical equipment shall be screened from all adjacent properties. The screening mechanism shall be architecturally compatible, and the Building Official shall make the determination of "architecturally compatible".

-the restaurant shall not be allowed to have amplified music on the patio.

-the applicant shall not use any terms, including the term "bar," "tavern," or any graphic depictions that denote alcoholic beverages in exterior signs.

Voting Aye: Bernstein, Braun, Herrick, Jandura

Voting Nay: None

Absent: Benjet, Doepfner

---

**DOG FIGHT DESSERTS**

- Key Lime Pie - Absolutely the best! 4.50
- Hot Apple Pie A La Mode w/ Granny Smith Apples 4.95
- Pecan Pie w/ Blue Bell Vanilla Ice Cream 4.95

**LUNCH - SERVED MONDAY THRU FRIDAY FROM 11AM - 3PM**

**SOPWITH CAMEL SOUPS AND SALADS**

- Seafood Gumbo 4.25 (cup) 5.95 (bowl)
- Jambalaya 3.95 (cup) 5.25 (bowl)
- Red Beans and Rice 2.95 (cup) 3.95 (bowl)
- Ranch Chicken Salad 6.95
- Chicken Caesar 6.95

**MESQUITE GRILL - SERVED W/ MASHED POTATOES AND FRESH VEGETABLES**

- Potato Crusted Salmon w/ a serrano-avocado cream sauce 8.95
- Chili Rubbed Snapper w/ crawfish and crabmeat 8.95
- Mesquite Grilled Shrimp - 10 butterfied shrimp 8.50
- Mesquite Grilled Chicken - 8 oz. breast 7.25
- Mixed Grill - Chick and shrimp kabobs w/ vegetables 7.25

**THE BARON'S PASTA AND CAJUN - SERVED W/ GARLIC BREAD**

- Atlantic Salmon Pasta w/ artichoke and capers 8.95
- Blackened Chicken Alfredo - 8 oz. breast 7.25
- Shrimp and Crawfish Etouffee - World's best! It'll change you life! 8.25
- Chicken Creole - Spicy Cajun dish 7.25

**FLYING RED FIGHTER BASKETS - SERVED W/ SEASONED FRIES**

All baskets as lunch portions 1.00 off

**RED BARON**  
**FRESH GULF SEAFOOD**

**RED BARON  
FRESH GULF SEAFOOD**

**APPETIZERS**

- Alligator w/ red fighter sauce 9.75
- Poppcorn Shrimp w/ cocktail sauce 6.95
- Smoked Oysters (1 dozen) 6.95
- Smoked Oyster Triplane - 6 w/ cheese, bacon and jalapenos 5.95
- Crab Ball Triplane - 6 w/ shrimp, crab and cheese 6.25
- Fried Cheese w/ marinara 6.25
- Red Fighter Chicken Wings - blackened and voted Houston's best 5.25

**FROM THE BOILING POT AND OYSTER BAR**

- Boiled Catfish 1 lb. w/ potato and corn 4.95
- Cold Boiled Shrimp - 1 doz. you peel 'em 8.95
- Oysters on the 1/2 Shell 1/2 doz. 3.50 OR 1 doz. 6.25
- Half and Half - 6 boiled shrimp and 6 smoked oysters 7.95

**SOPWITH CAMEL SOUPS AND SALADS**

- Seafood Gumbo 4.25 (cup) 5.95 (bowl)
- Jambalaya 3.95 (cup) 5.25 (bowl)
- Red Beans and Rice 2.95 (cup) 3.95 (bowl)
- House Salad 2.95
- Chicken Salad 7.95

**BLUE MAX PO BOYS - SERVED W/ FRIES (ONION RINGS ADD .75 CENTS)**

- Alligator Po Boy 7.95
- Crawfish Po Boy 7.25

**MESQUITE GRILL - SERVED W/ MASHED POTATOES AND FRESH VEGETABLES**

- Potato Crusted Salmon w/ a serrano-avocado cream sauce 10.75
- Chili Rubbed Snapper w/ crawfish and crabmeat 10.75
- Cilantro Mahi-Mahi - Medium rare and black pepper crusted 10.75
- Mesquite Grilled Shrimp - 1 doz. butterflied shrimp 9.75
- Shrimp An Brochette - 8 w/bacon, cheese and jalapeno 9.25
- Mixed Grill - Chick and shrimp kabobs w/ vegetables 8.25
- Mesquite Grilled Chicken - 8 oz. breast 8.25
- Mesquite Grilled Ribeye - 12 oz. USDA choice cut 11.95

**MESQUITE GRILLED FISH, CHICKEN AND SHRIMP - SERVED W/ PASTA AND GARLIC BREAD**

- Chicken Alfredo - 8 oz. breast 8.25
- Shrimp Alfredo - 10 butterflied shrimp 9.75
- Atlantic Salmon Pasta w/ artichoke and capers 10.75
- Blackened Snapper Pasta w/ crawfish, crabmeat and herbs 10.75
- Mahi-Mahi Pasta w/ roasted tomatoes and herbs 10.75

**TRADITIONAL CAJUN DINNERS - SERVED W/ RICE AND GARLIC BREAD**

- Shrimp and Crawfish Etouffee - World's best! It'll change you life! 9.50
- Chicken Creole - Spicy Cajun dish 8.25
- Shrimp Creole - Sauteed and spicy 9.75

**RED FIGHTER BASKETS - SERVED W/ FRIES (ONION RINGS ADD .75 CENTS)**

- Shrimp Basket - 12 butterflied shrimp 9.50
- Oyster Basket - 1 doz. 8.95
- Catfish Basket - Delta Pride 8.25
- Crawfish Basket - 1/2 lb. of tails 8.95

## **Kurt W. "Mike" Steinmann**

This profile introduces Kurt W. "Mike" Steinmann. The man responsible for creating many different successful restaurants in Houston Texas. From idea to design, from concepts to management, Mr. Steinmann produced these state-of-the-art success stories.

Mr. Steinmann immigrated to Houston from Germany in the 1960's. When he opened his first restaurant, he became an immediate success and began creating his amazing entrepreneurial fortune. Native Houstonians have enjoyed experiencing the "Mike Steinmann" entertainment and dining legacy for over three decades.

The Bismark, a unique and elegant restaurant was the beginning of an era of high performing sales in the restaurant community of Houston. The Boccaccio restaurants won multiple awards in design, and drew record crowds in the 70's and 80's. In researching Mike Steinmann's thirty-six years in business it's easy to see why the Houston Business Journal calls him "a fixture in the Houston entertainment scene" and; "he is on top of what people like in entertainment". With a history like Mike Steinmann's it is no wonder that so many business people call Mike the "Entertainment Expert" and ask for his advice and guidance.

The profile below details information on some of the many projects designed by Kurt W. "Mike" Steinmann during his more than three decades in business. The image, concept, design, promotion, and management were all developed by Mike Steinmann.

### **SAM'S PUB AND GRILL (5636 Richmond Avenue)**

The pub boasts a wide variety of imported and domestic beers, as well as wines and cocktails. Moreover, the menu offerings at Sam's include traditional Irish fare (such as Irish Stew, Shepherd's Pie, Corned Beef Sandwiches) and all-American favorites (such as Salads, Pizza, and Hamburgers with Fries). On Saint Patrick's Day, patrons are taken on a musical tour of Irish traditions; during the rest of the year, patron's are welcome to enjoy top, live entertainment or an eclectic mixture of music.

### **BAIT CAMP ( 6767 Richmond Avenue)**

An indoor/outdoor island-style restaurant featuring an inexpensive menu.

### **BUCOO'S CANTINA AND MEXICAN KITCHEN (1050 Westbelt North #100)**

A Mexican Kitchen and Cantina featuring a new rendition of Tex-Mex food. The large outdoor patio featured live retro-rock, zydeco, and Caribbean music.

### **SRO RESTAURANT (1800 Post Oak Boulevard)**

The SRO Restaurant featured a trendy west coast interior that borrowed many ideas from the internationally acclaimed Spago's Restaurant in Los Angeles. The Spago's trained chefs prepared expensive California nouvelle cuisine.

### **BOCCACCIO POST OAK (1800 Post Oak Boulevard)**

A luxurious, elegant, and expensive private member supper club that had a contemporary interior. Boccaccio Post Oak won several design awards for it's beautifully designed interior.

**THE TEXAS TINHORN BBQ AND SALOON** (1605 South Post Oak Boulevard)

A self-service barbecue restaurant. Live country music and a self-service barbecue restaurant. The interior featured a small dance floor in the midst of a tin-barn atmosphere of western wildlife and Texas lore artifacts.

**MIRAGE RESTAURANT** (1641 S. Voss)

A continental cuisine restaurant featuring a wide array of great specialties. The unique decor made you feel as though you were visiting the streets of Casablanca.

**RIVOLI RESTAURANT** (5636 Richmond Avenue)

The expensive and exclusive continental cuisine restaurant attracted the fashionable Houston crowd. The piano bar highlighted local popular musicians.

**MIKE AND WILLIE'S INNOVATION** (6015 Westheimer)

The eclectically designed steak house was known in Houston for superb mesquite grilled fare.

**PORTOBELLO'S RESTAURANT** (8503 Westheimer)

This Northern Italian Restaurant offered casual ambiance and live entertainment. Houstonians gathered at Portobello's to celebrate special occasions and events.

**BOCCACCIO 2000** (402 Lovett)

An elegant supper club in a tropical setting. Boccaccio 2000 was very popular in Houston for years.

**ALEXANDER'S RESTAURANT** (217 Westheimer)

An outdoor patio Bistro offered quaint and quiet ambiance for the discriminating Houstonian. The menu included Italian specialties and deserts.

**MICHELANGELO'S RESTAURANT** (307 Westheimer)

Houston's first sidewalk cafe. Michelangelo's offered a European mood and surroundings coupled with affordable Italian specialties.

**BISMARCK RESTAURANT** (719 Franklin)

Located in the market square area of Houston, Bismark was an old-world-charm restaurant. Crystal chandeliers, violins, and expensive continental, German and Viennese specialty cuisine started the Steinmann success era.



To: Carmen Moran, Director Development Services

From: Lynn Chandler, Building Official

Date: January 9, 2004

Subject: CASE 1447-SUP/ Red Baron

If this space has areas exceeding 5000 square feet between fire barriers a fire sprinkler will be required.

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H A R K I N S O N  
I N V E S T M E N T  
C O R P O R A T I O N

January 14, 2004

Carmen Moran  
Director of Development Services  
Town of Addison  
PO Box 9010  
Addison, TX 75001

BY CERTIFIED MAIL: #Z271676100

Re: Notice of Hearing  
Case #1447-SUP/Red Baron (formerly Landry's)  
4440 Beltline Road  
Addison, TX 75001

Dear Ms. Moran:

Pursuant to your Notice received 1/13/04 with regards to a Hearing scheduled for 1/22/04 on the above referenced case, we are in receipt of the plans for the proposed restaurant.

Our concern is that the patio area will be used for outdoor music/concerts, which potentially would not allow our tenants the quiet enjoyment of their lease space as required under the terms of their individual Leases at our neighboring property Addison Park Place, located at 4560 Beltline Road.

As the owner of Addison Park Place, a 7-Building office complex with approximately 200,000 sf of rental suites neighboring this proposed restaurant, we would want to be assured that the City would be certain that music would be restricted to the inside of the facility before we would support such a petition.

Although we will not be able to attend the Hearing, we would request that our comments in this letter be formally read into the record objecting to the petition unless a guarantee can be made that no exterior music will be allowed.

Thank you.

Sincerely,

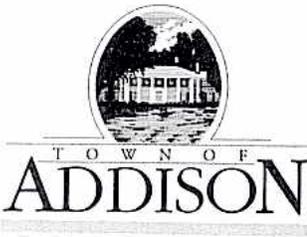
Bill Walker  
Addison Park, Ltd.

**ITEM #R4-5  
ATTACHMENTS  
NOT AVAILABLE  
ELECTRONICALLY**



Addison 50!

50 YEARS OF FUN!



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

February 19, 2004

## STAFF REPORT

RE: FINAL PLAT/Lots 1 & 2, Block A,  
 Addison Road – Keller Springs Addition

LOCATION: Two lots on 7.7656 acres in a  
 Commercial-2 zoning district at the  
 southeast corner of Addison Road and  
 Keller Springs Road

REQUEST: Final plat approval

APPLICANT: Stonemason Partners, represented by Mr.  
 Toby Rodgers of Wier Associates, Inc.

## DISCUSSION:

Background. This tract is located in a Commercial-2 zoning district. The tract has never been developed. At this time, the applicant would like to subdivide the tract into two lots. The applicant is planning to sell Lot 1, Block A to a company who will develop the site with a office/service/showroom building for its own use. Since the office/service/showroom building is an allowed use in a Commercial-2 district, it will not have to come to the P&Z and Council for development plan approval. Lot 2, Block A will remain vacant for the time being. This plat includes dedication of right-of-way for the widening of both Keller Springs Road and Addison Road.

Proposed Plat. The Public Works department has reviewed the proposed final plat, and the following items have been noted:

- Change all "Temporary Drainage Easement" designations to "Drainage Easement."
- Change all "Offsite Drainage Easement" designations to "Drainage Easement."
- Designate all drainage easements adjacent to Addison Rd. and Keller Springs Rd. as "Drainage and Landscape Easements."

The plat should also be revised to add a Certificate of Approval, which should contain a line for the date the plat was approved by the City Council, and signature lines for the Mayor and City Secretary.

RECOMMENDATION:

Staff recommends approval subject to the conditions listed above.

Respectfully submitted,

A handwritten signature in black ink that reads "C Moran". The "C" is large and loops around the "M", and "ORAN" is written in a similar style.

Carmen Moran  
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on February 26, 2004, voted to recommend approval of the final plat for Addison Road – Keller Springs Road Addition, subject to the following conditions:

- Change all "Temporary Drainage Easement" designations to "Drainage Easement."
- Change all "Offsite Drainage Easement" designations to "Drainage Easement."
- Designate all drainage easements adjacent to Addison Rd. and Keller Springs Rd. as "Drainage and Landscape Easements."
- Plat shall be revised to add a Certificate of Approval, which should contain a line for the date the plat was approved by the City Council, and signature lines for the Mayor and City Secretary.

Voting Aye: Bernstein, Braun, Doepfner, Knott,

Voting Nay: None

Absent: Benjet, Jandura

## Carmen Moran

---

**From:** Steve Chutchian  
**Sent:** Thursday, February 19, 2004 9:58 AM  
**To:** Carmen Moran  
**Cc:** Mike Murphy  
**Subject:** Final Plat-Lots1 & 2, Addison Road-Keller Springs Road Addition

The following comments are submitted for the above mentioned final plat:

- Change all "Temporary Drainage Easement" designations to "Drainage Easement."
- Change all "Offsite Drainage Easement" designations to "Drainage Easement."
- Designate all drainage easements adjacent to Addison Rd. and Keller Springs Rd. as a "Drainage and Landscape Easement."

Should you have any questions, please let me know.

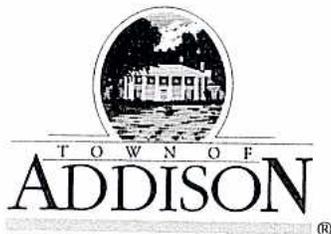
Steve Chutchian,P.E.  
Assistant City Engineer

**ITEM #R5-3  
ATTACHMENTS  
NOT AVAILABLE  
ELECTRONICALLY**





50 YEARS OF FUN!



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

February 20, 2004

## STAFF REPORT

RE: Final Plat/ParkView at Addison Circle

LOCATION: 9.016 acres bounded by Morris Avenue on the south, Quorum Drive on the west, a proposed street on the north and Spectrum Drive on the east,

REQUEST: Final plat approval

APPLICANT: CityHomes, represented by Mr. Robert Jebavy of Brockett/Davis/Drake

## DISCUSSION:

Background. The P&Z approved a final development plan for this site on December 11, 2003. A preliminary plat was on that same P&Z agenda, and the Council approved it on January 13, 2004. The final plat follows the same site plan as was approved through the preliminary plat, which reflects the street and lot lay-out that was approved through the final development plan.

Since approval of the final development plan, the applicant and staff have been working on a revision to the park lay-out that would move the parking spaces from head-in spaces on the north and south sides of the park to parallel spaces that would lie in front of the units which face Parkview Place North and Parkview Place South. The parallel parking arrangement will allow a parked car to be used as a buffer between the front doors of the units and a moving lane of traffic. It will also keep the park edge cleaner and more inviting. The new parking layout does not affect the right of way or street layout, and does not change the dedication shown on this plat.

Proposed Plat. The Public Works department has reviewed the proposed final plat, and the following items have been noted:

- The proposed 34.5 ft. right-of-way dedication along Spectrum Drive was previously dedicated to the Town by separate instrument. The plat should reflect existing right-of-way, along with the volume and page in which it was filed.
- All 20 ft. fire lane, utility and access easements must also include a drainage easement.
- All mews streets (ParkView, Seabolt, and Breedlove) should be called out with a "Place" designation. Streets should be re-labeled as Parkview Place North, Parkview Place South, Seabolt Place, and Breedlove Place. Calloway Drive can stay a "Drive."

Staff also noted a question mark (?) after Bret Pedigo's title. According to his business card, the title should be "Director – Land Engineering." The plat should be revised to include the correct title.

RECOMMENDATION:

Staff recommends approval subject to the conditions listed above.

Respectfully submitted,

A handwritten signature in black ink that reads "CMORAN". The letters are stylized and connected.

Carmen Moran  
Director of Development Services

### COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on February 26, 2004, voted to recommend approval of the final plat for ParkView at Addison Circle Addition, subject to the following conditions:

- The proposed 34.5 ft. right-of-way dedication along Spectrum Drive was previously dedicated to the Town by separate instrument. The plat should reflect existing right-of-way, along with the volume and page in which it was filed.
- All 20 ft. fire lane, utility and access easements must also include a drainage easement.
- All mews streets (ParkView, Seabolt, and Breedlove) should be called out with a "Place" designation. Streets should be re-labeled as Parkview Place North, Parkview Place South, Seabolt Place, and Breedlove Place. Calloway Drive can stay a "Drive."
- Plat shall be revised to reflect modified park dedication, as shown in the exhibit from Robert Jebavy (attached).

Voting Aye: Bernstein, Braun, Doepfner, Knott,

Voting Nay: None

Absent: Benjet, Jandura



**Brockette•Davis•Drake, Inc.**

Civil & Structural Engineering • Surveying  
4144 North Central Expressway, Suite 1100  
Dallas, Texas 75204  
Phone: (214) 824-3647 Civil Fax: (214) 824-7064

**FAX**

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**To:** Slade Strickland **From:** Robert Jebavy

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**Company:** Town of Addison Parks & Recreation **Pages:** 2

---

**Fax:** (972) 450-2834 **Date:** February 26, 2004

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**Project:** ParkView at Addison Circle **BDD Project #:** C03393

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**CC:** Carmen Moran - (972) 450-7043; Bret Pedigo - (972) 417-0422; Eric Zimmermann - (214) 219-2999

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• **Comments**

The following is an exhibit based on our phone conversation just a few minutes ago. We are adjusting the right-of-way where Parkview Place North and South intersect Seabolt Place. We intend to have the right-of-way lines parallel the edge of pavement and continue the 4.5 foot dimension until it intersects the west right-of-way line of Seabolt. This change to the right-of-way does not affect the amount of "green" space inside the pavement edge.

Hopefully this will be acceptable to everyone. Unless we hear otherwise, we will proceed with the revisions to this area.

**CONFIDENTIALITY NOTICE**

The information contained in this facsimile message and documents accompanying same are legally privileged and confidential information intended only for the use of the individual or entity named herein. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this telecopy is strictly prohibited. If you have received this telecopy in error, please immediately notify us by telephone. We will promptly arrange for the return of the original message to us at our expense. Thank You.



## Carmen Moran

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**From:** Steve Chutchian  
**Sent:** Friday, February 06, 2004 1:22 PM  
**To:** Carmen Moran  
**Subject:** Parkview at Addison Circle Plat

Comments are provided below for the proposed plat of Parkview at Addison Circle:

- The proposed 34.5 ft. right-of-way dedication along Spectrum Drive was previously dedicated to the Town by separate instrument. The plat should reflect existing right-of-way, along with the volume and page in which is was filed.
- All 20 ft. fire lane, utility and access easements must also include a drainage easement.
- All mews streets (ParkView, should be called out with a Place designation.

Should you have any questions, please let me know.

Steve Chutchian, P.E.  
Assistant City Engineer

**ITEM #R6-3**  
**ATTACHMENTS**  
**NOT AVAILABLE**  
**ELECTRONICALLY**

MERITORIOUS EXCEPTION TO THE ADDISON SIGN ORDINANCE  
STAFF REPORT

ME 2004-06

Date: March 1, 2004

Location of Request: 5000 Belt Line Rd

Business: Addison Walk

Ordinance Requirement

Sec. 62-184. Setback, effective area and height.

A minimum setback of ten feet is required of all detached signs. A minimum setback of 15 feet from the back of the curb of the public street is required for signs exceeding ten square feet in effective area or ten feet in height. A minimum setback of 20 feet is required for all signs exceeding 20 square feet in effective area or 15 feet in height.

Request

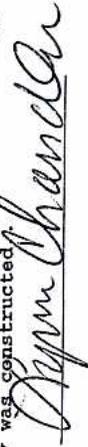
The applicant is requesting a pole sign with a setback of 12' from Dallas Pkwy.

Variance

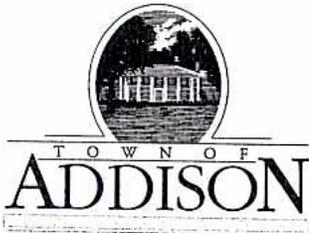
The ordinance requires a minimum setback of 20'.

STAFF RECOMMENDATION: Staff recommends approval due to the prevailing setbacks of the signs in the area and the taking of right of way when the North Dallas Tollway was constructed

STAFF:



Lynn Chandler, Building Official



**BUILDING INSPECTION DEPARTMENT**  
(972) 450-2880 FAX (972) 450-2837

Addison 50!

50 YEARS OF FUN!  
16801 Westgrove  
Post Office Box 9010 Addison, Texas 75001-9010

To: Carmen Moran, Director of Development Services

From: Lynn Chandler, Building Official

Date: March 1, 2004

Subject: Meritorious Exceptions to the Sign Ordinance

The following exceptions have been granted for the setbacks of detached signs:

1. The Mobil station located at 5012 Belt Line Rd was granted an exception for a setback of 12. Dec 94.
2. Kevlin Services Inc located at 14665 Midway Rd was granted an exception for a setback of 17'. Aug 94.
3. Emerald Plaza located at 14900 Landmark Blvd. was granted an exception for a setback of 15'. Nov 2002.

Additional existing detached signs that do not meet the setback requirement:

1. Comp USA 14951 Dallas Pkwy- 10'3"
2. The Marriott Hotel 14901 Dallas Pkwy- 3'
3. 14881 Quorum Dr- 13'3"
4. 14901 Quorum Dr- 10'5"
5. 14800 Quorum Dr.- 10'6"
6. 5000 Quorum Dr. 11'6"
7. 5050 Quorum Dr.- 11'6"
8. 14860 Landmark Blvd.- 10'

# Addison!

BUILDING INSPECTION DEPARTMENT 16801 Westgrove Dr Addison Texas 75001 972/450-2881 fax: 972/450-2837

## Application for Meritorious Exception to the Town of Addison Sign Ordinance

Application Date: 2.21.04 Filing Fee: \$200.00

Applicant: Direct Development

Address: 8150 N. Central Expy #1515 Suite#: 1515

Dallas Tx 75206 Phone#: 214.891.3226  
City State Zip

Fax#: \_\_\_\_\_

Status of Applicant: Owner  Tenant \_\_\_\_\_ Agent \_\_\_\_\_

Location where exception is requested:  
5000 Beltline (Addison Walk Retail)

Reasons for Meritorious Exception:  
Signage has been approved this request is for location only due to visibility loss due to service road improvement.

### YOU MUST SUBMIT THE FOLLOWING:

12 COPIES OF THE PROPOSED SIGN SHOWING:

- 1. Lot Lines
- 2. Names of Adjacent Streets
- 3. Location of Existing Buildings
- 4. Existing Signs
- 5. Proposed Signs
- 6. Sketch of Sign with Scale and Dimensions Indicated (8.5 x 11 PLEASE)

Date Fees Paid \_\_\_\_\_ Check # \_\_\_\_\_ Receipt # \_\_\_\_\_

**ITEM #R7-4**  
**ATTACHMENTS**  
**NOT AVAILABLE**  
**ELECTRONICALLY**

MERITORIOUS EXCEPTION TO THE ADDISON SIGN ORDINANCE  
STAFF REPORT  
ME 2004-05

Date: March 1, 2004  
Business: Champps Restaurant

Location of Request: 4951 Belt Line Rd

<u>Ordinance Requirement</u>	<u>Request</u>	<u>Variance</u>																		
<p>Sec. 62-163. Area. Total effective area of attached signs shall not exceed the following schedules: (1) On an attached sign located at a height of up to 36 ft, the effective area is limited to 1 sq ft of sign area for each linear foot of building frontage not to exceed 100 sq ft (2) An attached sign located at or exceeding a height of 36 ft shall be permitted an increase in maximum effective area. Such increases shall not exceed 4 sq ft in effective area for each additional 1 ft of height above 36 ft measured from the base of the sign to the building grade. (3) Attached signs may be located on each façade; however, the sum of the effective area of all attached signs shall not exceed twice the allowable effective area as specified in subsections (1) and (2) of this section. (4) Building with 4 or more stories in height may have not more than 2 attached signs per façade provided that: a. Each sign is designated for a separate tenant. b. One sign must be located on or near the uppermost story of the building while the 2<sup>nd</sup> sign is to be located on the 1<sup>st</sup> or ground level floor. c. Signs may be no closer than 30 ft apart. d. The combined effective sq footage of both signs may not exceed twice the allowed effective sq footage as specified in subsections (1) and (2) of this section. (5) Maximum letter/logo height of attached signs shall not exceed twice the allowable effective area as specified in subsections (1) and (2) of this section. Maximum letter/logo height of attached signs shall be determined by the following schedule:</p> <table border="1" data-bbox="836 1081 1055 1365"> <thead> <tr> <th>Sign Height (feet)</th> <th>Letter/Logo Height (inches)</th> <th>Maximum</th> </tr> </thead> <tbody> <tr> <td>0 - 36</td> <td>16</td> <td></td> </tr> <tr> <td>37 - 48</td> <td>36</td> <td></td> </tr> <tr> <td>49 - 100</td> <td>48</td> <td></td> </tr> <tr> <td>101 - 150</td> <td>60</td> <td></td> </tr> <tr> <td>151 and up</td> <td>7</td> <td></td> </tr> </tbody> </table> <p>a. Letter heights in excess of 72 inches must be approved by the city council. b. Not more than 50% of the letters in each individual sign height category may be 25% taller than the specified maximum letter/logo height. (6) Copy on awnings is allowed in accordance with the above regulations for area and letter height. For back-lit awnings, the area of the sign shall be based on the area of the awning that is back-lit or illuminated.</p>	Sign Height (feet)	Letter/Logo Height (inches)	Maximum	0 - 36	16		37 - 48	36		49 - 100	48		101 - 150	60		151 and up	7		<p>The applicant is requesting: 88 sq ft signs on the south façade, west façade and east façade for a total of 264 sq ft and letters 48" in height.</p>	<p>The ordinance allows 1 Sq. Ft. of signage for each Ft. of building length up to 100 Sq. Ft., a total of 200 sq ft for all attached signs and a maximum letter height of 20" for 50% of the letters with the remaining letters to be 16" or less in height.</p>
Sign Height (feet)	Letter/Logo Height (inches)	Maximum																		
0 - 36	16																			
37 - 48	36																			
49 - 100	48																			
101 - 150	60																			
151 and up	7																			

STAFF RECOMMENDATION: The sign on the south façade will be located approximately 133' from Belt Line Rd., the sign on the west façade will be located approximately 168' from Belt Line Rd and the sign on the east façade will be located approximately 33' from Quorum Dr. Therefore staff recommends denial of the signs as requested but due to the setbacks recommends letter heights as follows: South Façade, 50% of the letters up to 32.5" the remaining 50% 26" or less: West Façade, 50% of the letters up to 35" in height the remaining 50% 28" or less: East Façade, no increase at all. In addition staff recommends denial of the attached sign (square footage to exceed 200 sq/ft)

STAFF:   
Lynn Chandler, Building Official

MERITORIOUS EXCEPTION TO THE ADDISON SIGN ORDINANCE  
 STAFF REPORT  
 ME 2004-06

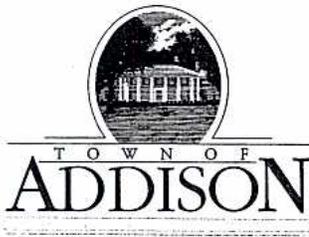
Date: March 1, 2004  
 Location of Request: 4951 Belt Line Rd

Business: Champps Restaurant

<u>Ordinance Requirement</u>	<u>Request</u>	<u>Variance</u>
<p>Sec. 62-186. Monument signs.</p> <p>Monument signs must be built on a monument base as opposed to a pole base with no separation between the base of the sign and the natural grade. A monument sign contains only the name, logo, address and product or service of the establishment. No advertising or promotional information is permitted thereon. Such sign may be single or double-faced. Such signs with the base shall not exceed six (6) feet in overall height above the natural or average grade and the actual sign face shall not exceed forty-eight (48) square feet in area per side. Plastic faces may be used on monument signs provided only letters, numbers or logo elements emit light. The monument sign shall be located on site and a minimum of twenty (20) feet from the back of the curb.</p>	<p>The applicant is requesting a monument sign with the entire plastic face lit.</p>	<p>The ordinance only allows the letters and logo to be lit.</p>

STAFF RECOMMENDATION: Staff recommends denial.

STAFF: *Lynn Chandler*  
 Lynn Chandler, Building Official



**BUILDING INSPECTION DEPARTMENT**  
 (972) 450-2880 FAX (972) 450-2837

*Addison 50!*

50 YEARS OF FUN!  
 16801 Westgrove  
 Post Office Box 9010 Addison, Texas 75001-9010

To: Carmen Moran, Director Development Services

From: Lynn *Chandler*, Building Official

Date: February 23, 2004

Subject: Exceptions to the Sign Ordinance for Attached Signs

The following list consists of several exceptions to the sign ordinance that are similar to the request from Champps:

1. Addison Town Center Shopping Center located in the 3700 to 3800 block of Belt Line Road was granted an exception for letter heights up to 6' and more than one side per façade. October 1994
2. Village on the Parkway located at 5100 Belt line Road was granted an exception for letter Heights up to 30", more than one sign per façade and blade signs. June 1996
3. Addison Circle was granted an exception for more than two signs on a building four or More stories in height, signs above the roof and blade signs. March 1997
4. Centennial Liquor Store located at 15055 Inwood Road was granted an exception to place more than one sign on the east façade. March 1999
5. Hallmark located at 14312 Marsh Lane was granted an exception for letter heights of 36" and 26" due to the thin stroke of the letters and being located 250' from Marsh Lane. June 2000
6. Abbotsford Court located at 14775 Midway Road was granted an exception for letter heights of 29" and 24 " due to the thin stroke of the letters and being located 300' from Midway road. June 2001
7. Dunhill Property Management was granted an exception to place four murals, 81 Sq. Ft. each, on the south façade and five murals, 75 Sq. Ft. each, on the west façade of Suite 840 at 5100 Belt Line Road. These murals were considered signage but were approved because they were not deemed to be a blight or offensive. October 2001
8. Gilbert's Delicatessen Restaurant located at 4930 Belt Line Road Suite 100 was granted an exception for letter heights of 24", 22" and 20" due to a set back of 278' from Belt Line Road. March 2001

9. Hilton Garden Inn located at 4090 Belt Line Road was granted an exception for letter heights of 22" due to a set back of 355' from Belt Line Road. June 2002.
10. Isotag located at 4355 Excel Parkway Suite 100 was granted an exception for an attached sign with a logo height of 31.5 " and letter heights of 25" due to to a setback of 120' from Excel Parkway. July 2002.
11. BJ's Restaurant located at 4901 Belt Line Road was granted an exception for attached signs with letter heights of 39", 28", and murals with figures 8' and 9' in height. The signs were 110', 163', 135' and 143' respectively from Belt Line Road. December 2002.
12. Chip's Old Fashioned Hamburgers located at 4950 Belt line Suite 190 was granted an exception for an attached sign with letter heights of 30" due to a set back of 250' from Belt Line Road. April 2003.
13. Sigel's Liquor located at 15003 Inwood Road was granted an exception for an attached sign with letter heights of 24" due to a setback of 93' to 100' from Inwood Road. June 2003.
14. Two Rows Restaurant located at 17225 Dallas Pkwy was granted an exception for attached signage with letter heights of 30" due to setbacks of 110' from Dallas Pkwy and 147' from Addison Rd. July and September 2003.
15. Vartec Telcom/ Excel located at 16675 Addison Rd. and 4550 Excel Pkwy was granted an exception for attached signs with logo heights of 48" at 16775 Addison Rd. due to setbacks of 160' Excel Pkwy and 145' from Addison Rd. and logo heights of 36" at 4550 Excel Pkwy due to a setbacks of 95' and 105' from Excel Pkwy.
16. Pot Belly Sandwich Works located at 4945 Belt Line Rd was granted an exception for attached signs with letters 30" in height due to a setback of 95' from Belt line Rd. They were not, however, allowed any area increases. Nov 2004.
17. Addison Walk located at 5000 Belt Line Rd was granted an exception for attached signs with letters 24', 30" and 36" in height due to setbacks of 100' to 179' from Belt line Rd, 115' from quorum Dr. and 195' from Dallas Pkwy. Jan 2004.

Addison!

BUILDING INSPECTION DEPARTMENT 16801 Westgrove Dr Addison Texas 75001 972/450-2881 fax: 972/450-2837

**Application for Meritorious Exception to the Town of Addison Sign Ordinance**

Application Date: 02/26/04

Filing Fee: \$200.00

Applicant: Signtech Electrical Advertising, Inc.

Address: 4444 Federal Blvd. Suite#: \_\_\_\_\_

San Diego, CA 92102-2505 Phone#: (619) 527-6100

City State Zip

Fax#: (619) 527-6111

Status of Applicant: Owner \_\_\_\_\_ Tenant \_\_\_\_\_ Agent X

Location where exception is requested:

Champps Restaurant 4951 Beltline Rd., Addison, TX 72554

**Reasons for Meritorious Exception:**

The new Champps logo is a script logo that consists of upper & lower case letters; the "C" being the only upper case. However, because of the "h" and the two "pp" letters having their ascenders and descenders longer than the rest of the lower case letters you end up having to count them as larger letters when visually they don't appear as big as the upper case "C".

The three elevations where Champps currently has signage measures 11'0" tall x 20'0" wide and with their current sign having only 16" tall letters placed there, the sign looks disproportioned to the wall it is placed on. Additionally, the Champps building sits back 100'0"+ off of the intersection of Quorum & Beltline Dr. and with the amount of traffic and other businesses present, it is hard to see their sign with it being this small.

Champps would like to update this restaurant's signage to coincide with their other locations identity nationwide, however, feel that to do so with the new logo and current sign code guidelines it would actually end up making their sign appear even smaller than what it already is. Therefore we respectfully request special consideration from the City Council and board members for this variance. Aside from the four letters we are requesting at 48", the balance of the copy (more than 50% of the letters) are within code at the 20" maximum letter height or less. Thank you.

**YOU MUST SUBMIT THE FOLLOWING:**

- |                             |                               |
|-----------------------------|-------------------------------|
| <b>CHAMPPS</b>              | <b>RESTAURANT</b>             |
| Upper case "C" = 48"        | Upper case "RESTAURANT" = 12" |
| Lower case "h" & "pp" = 48" |                               |
| Lower case "am" & "s" = 20" |                               |

**12 COPIES OF THE PROPOSED SIGN SHOWING:**

- |                                   |   |
|-----------------------------------|---|
| 1. Lot Lines                      | 5. Proposed Signs                                     |
| 2. Names of Adjacent Streets      | 6. Sketch of Sign with Scale and Dimensions Indicated |
| 3. Location of Existing Buildings | (8.5 x 11 PLEASE)                                     |
| 4. Existing Signs                 |   |

Date Fees Paid 2-1-04 Check # 073674 Receipt # 17542

**ITEM #R8-4**  
**ATTACHMENTS**  
**NOT AVAILABLE**  
**ELECTRONICALLY**

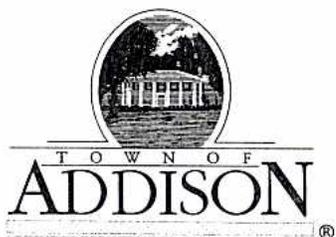
**MERITORIOUS EXCEPTION TO THE ADDISON SIGN ORDINANCE  
STAFF REPORT  
ME 2004-04**

Date: February 23, 2004  
Business: Authentix  
Location of Request: 4355 Excel Pkwy Suite 100

<u>Ordinance Requirement</u>	<u>Request</u>	<u>Variance</u>												
<p>Sec. 62-163. Area. Total effective area of attached signs shall not exceed the following schedules: (1) On an attached sign located at a height of up to 36 ft, the effective area is limited to 1 sq ft of sign area for each linear foot of building frontage not to exceed 100 sq ft (2) An attached sign located at or exceeding a height of 36 ft shall be permitted an increase in maximum effective area. Such increases shall not exceed 4 sq ft in effective area for each additional 1 ft of height above 36 ft measured from the base of the sign to the building grade. (3) Attached signs may be located on each façade; however, the sum of the effective area of all attached signs shall not exceed twice the allowable effective area as specified in subsections (1) and (2) of this section. (4) Building with 4 or more stories in height may have not more than 2 attached signs per façade provided that: a. Each sign is designated for a separate tenant. b. One sign must be located on or near the uppermost story of the building while the 2<sup>nd</sup> sign is to be located on the 1<sup>st</sup> or ground level floor. c. Signs may be no closer than 30 ft apart. d. The combined effective sq footage of both signs may not exceed twice the allowed effective sq footage as specified in subsections (1) and (2) of this section. (5) Maximum letter/logo height of attached signs shall not exceed twice the allowable effective area as specified in subsections (1) and (2) of this section. Maximum letter/logo height of attached signs shall be determined by the following schedule:</p> <table border="1" data-bbox="909 640 1161 945"> <thead> <tr> <th>Sign Height (feet)</th> <th>Maximum Letter/Logo Height (inches)</th> </tr> </thead> <tbody> <tr><td>0 - 36</td><td>16</td></tr> <tr><td>37 - 48</td><td>36</td></tr> <tr><td>49 - 100</td><td>48</td></tr> <tr><td>101 - 150</td><td>60</td></tr> <tr><td>151 and up</td><td>7</td></tr> </tbody> </table> <p>a. Letter heights in excess of 72 inches must be approved by the city council. b. Not more than 50% of the letters in each individual sign height category may be 25% taller than the specified maximum letter/logo height. (6) Copy on awnings is allowed in accordance with the above regulations for area and letter height. For back-lit awnings, the area of the sign shall be based on the area of the awning that is back-lit or illuminated.</p>	Sign Height (feet)	Maximum Letter/Logo Height (inches)	0 - 36	16	37 - 48	36	49 - 100	48	101 - 150	60	151 and up	7	<p>The applicant is requesting:  A 30 sq ft sign on the south façade with letters 21.5", 25" and 28" in height.</p>	<p>The ordinance allows 1 Sq. Ft. of signage for each Ft. of building length up to 100 Sq. Ft. and a maximum letter height of 20" for 50% of the letters with the remaining letters to be 16" or less in height.</p>
Sign Height (feet)	Maximum Letter/Logo Height (inches)													
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49 - 100	48													
101 - 150	60													
151 and up	7													

**STAFF RECOMMENDATION:** The sign will be located approximately 120' from Excel Parkway therefore staff recommends approval of the sign as requested.

**STAFF:** *Lynn Chandler*  
Lynn Chandler, Building Official


**BUILDING INSPECTION DEPARTMENT**

(972) 450-2880 FAX (972) 450-2837

*Addison 50!*
**50 YEARS OF FUN!**

16801 Westgrove

Post Office Box 9010 Addison, Texas 75001-9010

To: Carmen Moran, Director Development Services

 From: *ACC*  
Lynn Chandler, Building Official

Date: February 23, 2004

Subject: Exceptions to the Sign Ordinance for Attached Signs

The following list consists of several exceptions to the sign ordinance that are similar to the request from Authentix:

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17. Addison Walk located at 5000 Belt Line Rd was granted an exception for attached signs with letters 24', 30" and 36" in height due to setbacks of 100' to 179' from Belt line Rd, 115' from quorum Dr. and 195' from Dallas Pkwy. Jan 2004.



BUILDING INSPECTION DEPARTMENT 16801 Westgrove Dr Addison Texas 75001 972/450-2881 fax: 972/450-2837

Application for Meritorious Exception to the Town of Addison Sign Ordinance

Application Date: \_\_\_\_\_

Filing Fee: \$200.00

Applicant: AUTHENTIX, INC.

Address: 4355 EXCEL PARKWAY Suite#: 100

ADDISON TX 75001 Phone#: 469 737 4400

City State Zip Fax#: 469 737 4409

Status of Applicant: Owner \_\_\_\_\_ Tenant K Agent \_\_\_\_\_

Location where exception is requested:

FRONT OF BLDG: 4355 EXCEL PARKWAY SUITE 100

Reasons for Meritorious Exception:

PLEASE SEE ATTACHED LETTER

YOU MUST SUBMIT THE FOLLOWING:

12 COPIES OF THE PROPOSED SIGN SHOWING:

- 1. Lot Lines
2. Names of Adjacent Streets
3. Location of Existing Buildings
4. Existing Signs
5. Proposed Signs
6. Sketch of Sign with Scale and Dimensions Indicated (8.5 x 11 PLEASE)

Date Fees Paid 3-1-04 Check # 13694 Receipt # 17547

4355 EXCEL PARKWAY  
SUITE 100  
ADDISON, TX 75001  
T +1 (469) 737 4400  
F +1 (469) 737 4409  
[www.authentix.com](http://www.authentix.com)



Dear City of Addison,

My name is David Moxam and I am the CEO of Authentix, Inc, formerly Isotag Technology, Inc.

I am writing to request a size variance for exterior signage at our office, located at 4355 Excel Parkway, Suite 100. We have formally leased this space for 3 years and have invested on our State-Of-The-Art laboratory on a ten year build-out capital plan. During the time since our lease, we have made two sign changes (as we acquire additional companies and their Intellectual Property) and are currently planning on a third change to reflect our most recent acquisition.

Our new Authentix sign, like our original Isotag sign, does not have a box or sheet behind it—it consists solely of freestanding letters. With 20-inch letters, our sign is hardly visible from our street, Excel Parkway.

Almost all potential renters in the surrounding complex(es) are introduced to Authentix's nanotech complex and are 'road-showed' through our facility. We want Addison to be a huge part of the next wave of white collar high value job creation. President Bush recently allocated the greatest increase in tech R&D for this sector.

Originally, we filed for and were granted a variance for our Isotag sign that allowed for 26-inch letters, rather than 20-inch letters, which is the standard for the city. We are requesting that we be granted this same variance for our new sign. (Please see the attached photo for reference.)

Authentix employs approximately 35 people at our Addison office. Once we complete the integration of recent IP acquisitions, this is expected to rise to 90 people, all experienced scientists in nanotech. Our visitors and clientele includes CEOs of major Global 500 companies. Like EDS in the old days, we enthusiastically introduce these domestic and international senior corporate Statesmen to the "Town of Addison".

A sign with appropriately scaled letters showcases our City (and building) without being ostentatious, thereby providing Authentix with greater awareness and visibility, and in doing so, accomplishes the same marketplace positioning for the city of Addison, of which we are proud to be a member of. Let's build our Town together with the type of industry that creates stability, excitement and attracts the best that America has to offer.

Please consider our request and I look forward to hearing your response.

Best Regards,

A handwritten signature in black ink, appearing to be "DM" or "D. Moxam", written in a cursive style.

David Moxam

NEWARK  
YORK, U.K.  
WASHINGTON, D.C.  
LOS ALAMOS  
DALLAS

**ITEM #R9-4  
ATTACHMENTS  
NOT AVAILABLE  
ELECTRONICALLY**

**Council Agenda Item: #R10**

**SUMMARY:**

To consider a resolution by the Addison City Council pledging its support of Dallas Area Rapid Transit's (DART's) federal funding request for securing \$700 million in a Full Funding Grant Agreement for the expansion of light rail.

**FINANCIAL IMPACT:**

Revenue Budgeted Amount: \$N/A

Cost: \$ N/A

**BACKGROUND:**

Huelon Harrison, Chairman of DART's Board of Directors, has requested that the City Councils of its thirteen member cities support their efforts in securing \$700 million in Federal monies for the completion of the light rail system in the Southeast and Northwest Corridors.

**RECOMMENDATION:**

It is recommended that the City Council approve the resolution in support of DART's \$700 million request to the Federal government.



Dallas Area Rapid Transit  
P.O. Box 660163  
Dallas, Texas 75266-0163  
214/749-3278

February 19, 2004

The Honorable R. Scott Wheeler  
Mayor  
Town of Addison  
P. O. Box 9010  
Addison, TX 75001-9010

Dear Mayor Wheeler:

As you know, 2004 is a pivotal year for DART. This year Congress will address federal transportation funding for the next six years with the reauthorization of TEA-21. In addition to the reauthorization, a critical component to DART is securing a Full Funding Grant Agreement (FFGA) for \$700 million to complete our light rail expansion to the Southeast and Northwest Corridors.

As partners in fulfilling our regional transportation goals, we are asking the city councils of our thirteen member cities to support DART's federal request with the passage of a resolution. Showing our representatives in Washington that DART has the unified support of our member cities is vitally important, particularly as more and more cities are seeking federal funds for rail projects.

A trip is planned to Washington in late March of local officials and community leaders to meet with members of our Congressional delegation regarding DART's federal request. Therefore, ideally, we would like to receive a copy of the council's resolution by Friday, March 26. If that is not possible, we would still appreciate receiving a resolution sometime this Spring. For your staff's benefit, I have included a copy of a sample resolution.

If you have any questions or comments regarding our federal request or the resolution, please contact me through DART's Office of Board Support at (214) 749-3347 or Gary Thomas at (214) 749-2544.

Sincerely,

A handwritten signature in black ink that reads "Huelon A. Harrison".

Huelon A. Harrison  
Chairman

HAH/fp

cc: DART Board of Directors  
Gary C. Thomas

Enclosure

# The DART Northwest/Southeast LRT Corridor

A Model Investment in Public Transportation



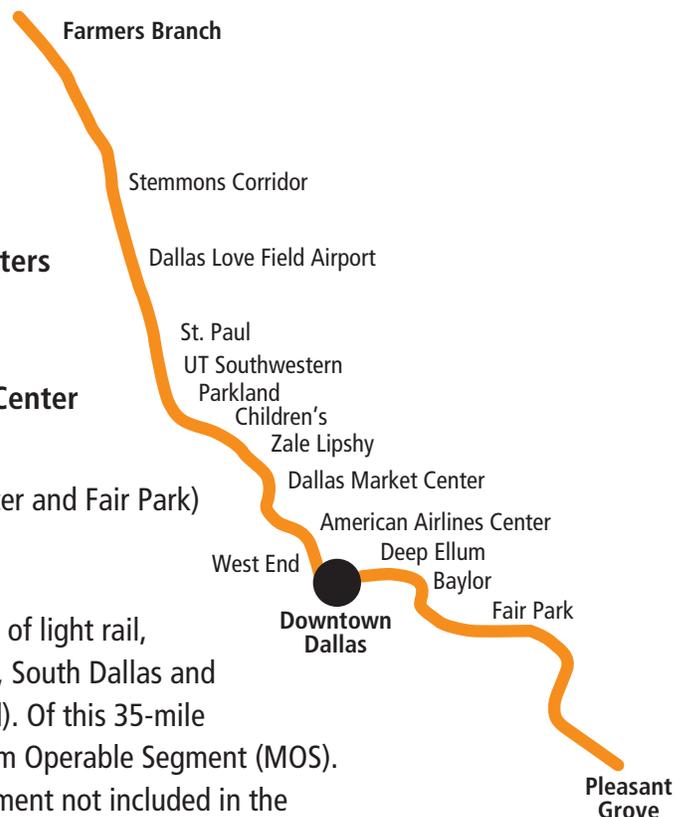
## Dallas Area Rapid Transit's Reauthorization Request

As part of the region's long-range plan, **DART is requesting \$700 million in the new six-year reauthorization of the Transportation Equity Act for the 21st Century (TEA 21)**. This request represents the next generation of federal investment in the DART Light Rail System.

The \$700 million federal authorization (47% of federal project) will support the heart of the DART Light Rail expansion project – a 22-mile, \$1.5 billion (escalated) Northwest/Southeast corridor serving key regional assets, including:

- **Two major employment centers**  
(Downtown Dallas and Stemmons Corridor)
- **Dallas Love Field Airport – home of Southwest Airlines**
- **Six internationally recognized medical centers**  
(Baylor, Parkland, Children's, Zale Lipshy, UT Southwestern and St. Paul)
- **Internationally recognized Dallas Market Center**
- **Four regional entertainment destinations**  
(Deep Ellum, West End, American Airlines Center and Fair Park)

The entire system expansion will include 35 miles of light rail, connecting Carrollton and Farmers Branch, Irving, South Dallas and Pleasant Grove at a cost of \$2.5 billion (escalated). Of this 35-mile expansion, 22 miles make up the federal Minimum Operable Segment (MOS). The additional 13-mile, \$1 billion (escalated) segment not included in the federal MOS is 100% locally funded by DART.



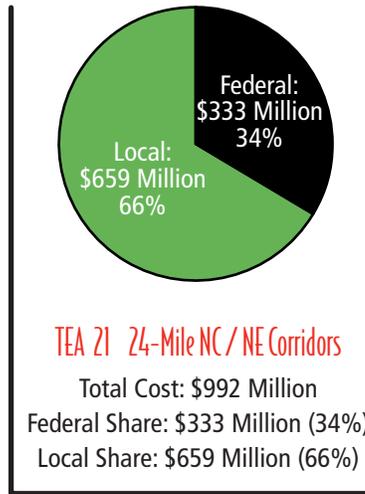
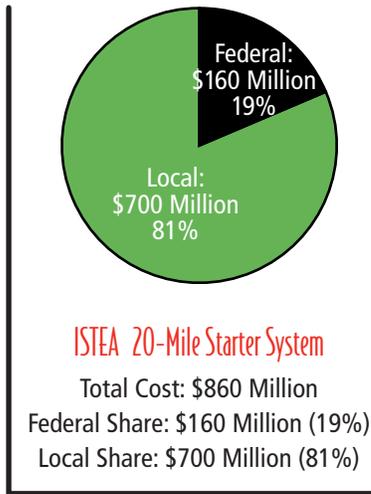
# The DART Northwest/Southeast LRT Corridor

A Model Investment in Public Transportation



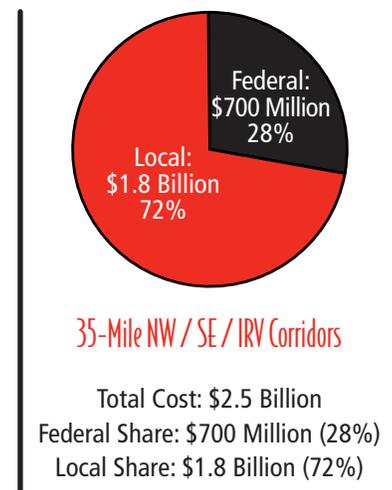
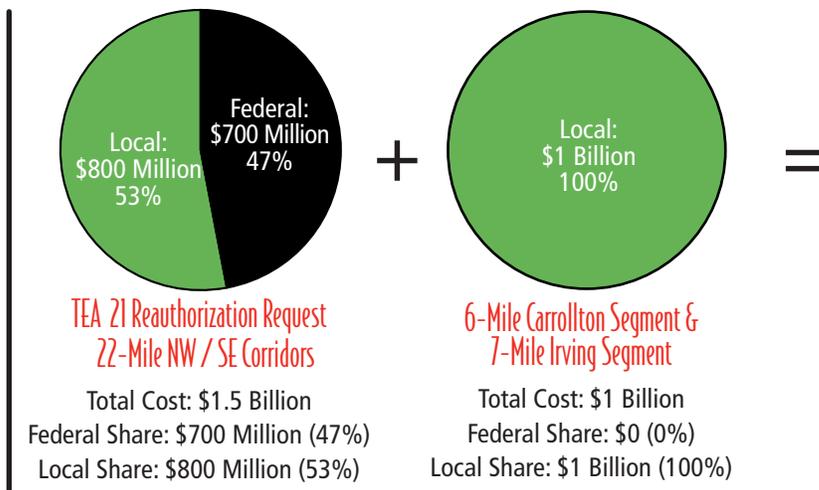
## DART's Federal Record: A History of Overmatching Federal Funds

- DART's 20-mile, \$860-million light rail starter system, completed in 1997, was financed with 19% (\$160 million) in federal and 81% (\$700 million) in local funds from a voter-approved 1% sales tax.
- In fall 2002, DART completed 24 miles of extensions to its North Central and Northeast corridors with 34% federal funds (\$333 million) and 66% local funds (\$659 million).



## DART Reauthorization Request

- The request for \$700 million in the TEA 21 reauthorization represents 47% of the cost for the 22-mile project. DART's overmatch of local to federal funds becomes more significant with the addition of the Carrollton and Irving segments (100% locally funded) included. This reduces the federal contribution to 28% of the entire \$2.5 billion, 35-mile Northwest/Southeast/Irving Corridor project.



**TOWN OF ADDISON, TEXAS**

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

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS PLEDGING ITS FULL SUPPORT OF DART'S FEDERAL FUNDING REQUEST FOR THE COMPLETION OF THE SOUTHEAST AND NORTHWEST CORRIDORS AND URGES OUR FEDERAL ELECTED REPRESENTATIVES TO WORK ON OUR BEHALF TO SECURE A FULL FUNDING GRANT AGREEMENT (FFGA) FOR \$700 MILLION FOR THE EXPANSION OF DART'S LIGHT RAIL SYSTEM.**

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

**WHEREAS**, in 2004 Congress will reauthorize federal funding for surface transportation programs and projects across the country through the Transportation Equity Act for the 21<sup>st</sup> Century (TEA-21); and

**WHEREAS**, Dallas Area Rapid Transit (DART), in preparation for reauthorization, has planned, developed and made commitments to its member cities to build a regionally significant light rail expansion project consisting of the Northwest and Southeast Corridors; and

**WHEREAS**, the population of the north Texas region is expected to increase by three million over the next two decades to nearly eight million people; and

**WHEREAS**, the Dallas-Fort Worth area is annually rated as one of the most congested cities in the United States, ranked in 2002 the sixth most congested urban region in the country by the Texas Transportation Institute, with drivers losing approximately 74 hours per year sitting in traffic – a longer delay than experienced in New York City or Atlanta; and

**WHEREAS**, the Dallas-Fort Worth region is designated by the Environmental Protection Agency as a non-attainment area for ozone; and

**WHEREAS**, the 20.9 mile federal portion of the expansion project is expected to result in a reduction of 345 tons of criteria pollutant emissions per year and, once completed, the entire 35 mile Northwest/Southeast extension, including the sections funded entirely with local funds, will remove even more pollutant emissions each year; and

**WHEREAS**, development of the Northwest/Southeast Corridors will accelerate DART ridership by offering connections to two major employment centers, Downtown Dallas and Stemmons Corridor; Dallas Love Field Airport, six internationally-recognized medical centers, Baylor, Parkland, Children's, Zale Lipshy, UT Southwestern and St. Paul; the internationally-recognized Dallas Market Center, and four regional entertainment destinations -- Deep Ellum, West End, American Airlines Center, and Fair Park; and

**WHEREAS**, The 20.9 mile federal portion of the Northwest/Southeast project has received a “Recommended” rating from the Federal Transit Administration in that agency’s 2004 New Starts Report.

**NOW, THEREFORE, BE IT RESOLVED** that the Town of Addison pledges its full support of DART’s federal funding request for the completion of the Southeast and Northwest Corridors and urges our federal elected representatives to work on our behalf to secure a Full Funding Grant Agreement (FFGA) for \$700 million for the expansion of DART’s light rail system.

**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
Mayor R. Scott Wheeler

ATTEST:

By: \_\_\_\_\_  
Carmen Moran, City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Ken Dippel, City Attorney

**Council Agenda Item: # R11**

**SUMMARY:**

This item is for Council approval of a change order, in the amount of \$101,587.00, for the construction of Spectrum Drive North/South Extension Project.

**FINANCIAL IMPACT:**

Budgeted Amount: \$3,100,000

Change Order Cost: \$101,587.00

Source of Funds: \$2,600,000 from Bond Sale. Remaining amount from Unallocated Bond Fund Proceeds

**BACKGROUND:**

The Spectrum Drive North/South Extension Project was established as part of the Year 2000 General Obligation Bond Program. In December 2003, a construction contract was awarded to Site Concrete, Inc., in the amount of \$2,536,979.50, which is approximately \$563,000 under the budgeted amount. During the construction of these improvements, Public Works Department staff and the Contractor have identified several necessary field changes. Accordingly, a change order in the total amount of \$101,587.00 was prepared and submitted to Council for consideration. This change order is the result of the following construction issues:

- The design engineer, Huitt-Zollars, Inc., inadvertently omitted pay quantities in the contract proposal for the removal and replacement of an existing concrete drive and fire lane at the Millenium building site. This work is an integral component of the project, and was included in the engineering design. It is necessary because a proposed outfall box culvert storm sewer system must be constructed under the existing drive and fire lane. Staff evaluated the possibility of moving the culvert to either side of the concrete drive. However, development plans on the Millenium side include the construction of a new structural facility that will prevent any encroachment from this project. The box culvert cannot be placed on the other side of the drive due to the proximity of the DART right-of-way and the location of numerous utility and fiber optic lines. The Contractor originally designed the drive replacement with 6" reinforced concrete over a lime stabilized subgrade. Equivalent work on other areas of this project was bid at \$30.00 per square yard for concrete and \$2.00 per square yard for lime stabilization, with a total unit cost of \$32.00 per square yard. However, the change order for the drive reflects construction of 8" reinforced concrete over a compacted subgrade at a reduced total unit cost of \$28.00 per square yard.

- Staff determined the need for changes to the design of a proposed retaining wall and tree grates, with a total net increase in cost of \$17,972.00. A milsap stone façade will be placed on the originally designed concrete retaining wall. The IronSmith tree grates will be replaced with Neenah tree grates.
- Due to the review of engineering plans and specifications for the proposed Parkview at Addison Circle Townhome development, adjacent to Spectrum Drive, staff was able to reduce the planned water and sanitary sewer facilities to serve the area. The change order reflects a reduction in total utility installation cost by \$6,050.00.

It should be noted that the drive and fire lane replacement portion of the project must be performed at this time, and is included in the original design plans and specifications. The cost of performing these improvements would have been part of the original bid package if the Engineer had placed the quantities in the proposal. The resulting total construction cost is increased to \$2,638,566.50, which remains under the budgeted amount by approximately \$461,000.

**RECOMMENDATION:**

It is recommended that Council approve a change order, in the amount of \$101,587.00, for the construction of the Spectrum Drive North/South Extension Project.

# SITE CONCRETE, INC.

## PROPOSAL

To: Town of Addison  
16801 Westgrove Dr.  
Addison, TX 75001

02/24/04  
Site Job # 23-133  
Addison Bid # 04-03

Attn: Luke Jalbert, Project Manager

We propose to furnish all labor, materials, and equipment necessary to construct, as an independent contractor, the following described work:

**LOCATION:** Spectrum Dr. Change Order #1

### DESCRIPTION

**Paving quantity that should be in original contract but are not:**

1	6" Concrete Removal	APPROX.	620	SY	@	\$25.00	SY	\$15,500.00
2	8" Concrete Pavement (No Lime)	APPROX.	620	SY	@	\$28.00	SY	\$17,360.00
3	Sawcut	APPROX.	1,300	LF	@	\$10.00	LF	\$13,000.00
4	Longitudinal Butt Joint	APPROX.	1,300	LF	@	\$10.00	LF	\$13,000.00
5	Remove / Relocate Exist. Fire Hydrant	APPROX.	3	EA	@	\$750.00	EA	\$2,250.00
6	Remove Exist. Inlet Structures	APPROX.	2	EA	@	\$500.00	EA	\$1,000.00
7	Install 6' Inlet Structures	APPROX.	2	EA	@	\$2,000.00	EA	\$4,000.00
<b>Subtotal Contract Paving:</b>								<b>\$66,110.00</b>

**Paving for additional side of Fire Lane:**

1	6" Concrete Removal	APPROX.	935	SY	@	\$25.00	SY	\$23,375.00
2	8" Concrete Pavement (No Lime)	APPROX.	935	SY	@	\$28.00	SY	\$26,180.00
<b>Subtotal Millenium Paving:</b>								<b>\$49,555.00</b>

**Deducts for doing Complete Fire Lane**

1	Sawcut	APPROX.	1,300	LF	@	-\$10.00	LF	-\$13,000.00
2	Longitudinal Butt Joint	APPROX.	1,300	LF	@	-\$10.00	LF	-\$13,000.00
<b>Subtotal Fire Lane Deducts:</b>								<b>-\$26,000.00</b>

**Deduct for Water Changes:**

1	8" C909 Water Line	APPROX.	100	LF	@	-\$17.00	LF	-\$1,700.00
2	8" Valves	APPROX.	4	EA	@	-\$675.00	EA	-\$2,700.00
3	Di Fittings (substitute Tees for Crosses)	APPROX.	0.25	TON	@	-\$3,500.00	TON	-\$875.00
<b>Subtotal Deduct Water:</b>								<b>-\$5,275.00</b>

**Deduct for Sanitary Changes:**

1	6" SDR	APPROX.	400	LF	@	-\$15.00	LF	-\$6,000.00
2	6" Double Cleanout	APPROX.	9	EA	@	-\$350.00	EA	-\$3,150.00
<b>Subtotal Deduct Sanitary:</b>								<b>-\$9,150.00</b>

**Deduct IronSmith Tree Grates:**

1	60" Sq Tree Grates	APPROX.	34	EA	@	-\$1,200.00	EA	-\$40,800.00
<b>Subtotal Deduct Tree Grates:</b>								<b>-\$40,800.00</b>

**Add Water:**

1	8" x 8" Tapping Sleeve w/ Valve Ass.	APPROX.	1	EA	@	\$2,500.00	EA	\$2,500.00
2	Conc. Blocking	APPROX.	5	CY	@	\$175.00	CY	\$875.00
3	12" x 12" x 8" Tee w/ 12" Cap	APPROX.	1	EA	@	\$500.00	EA	\$500.00
<b>Subtotal Add Sanitary:</b>								<b>\$3,875.00</b>

**Add Sanitary:**

1	4' Man Hole	APPROX.	1	EA	@	\$2,000.00	EA	\$2,000.00
2	8" SDR	APPROX.	125	LF	@	\$16.00	LF	\$2,000.00
3	8" Caps	APPROX.	4	EA	@	\$125.00	EA	\$500.00
<b>Subtotal Add Sanitary:</b>								<b>\$4,500.00</b>

**Add Retaining Wall:**

1	Milsap Stone	APPROX.	1,009	SF	@	\$8.00	SF	\$8,072.00
<b>Subtotal Add Retaining Wall:</b>								<b>\$8,072.00</b>

**Add NEENAH Tree Grates:**

1	60" Sq Tree Grates	APPROX.	39	EA	@	\$1,300.00	EA	\$50,700.00
<b>Subtotal Add Tree Grates:</b>								<b>\$50,700.00</b>

**Total Change for Change Order #1: \$101,587.00**

**Note:** If complete Fire Lane is chosen, Site Concrete, Inc will Remove and/ or Replace the Curb along our Removal Area next to the Rail Road at no additional cost to the Town of Addision.

ACCEPTED:

\_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

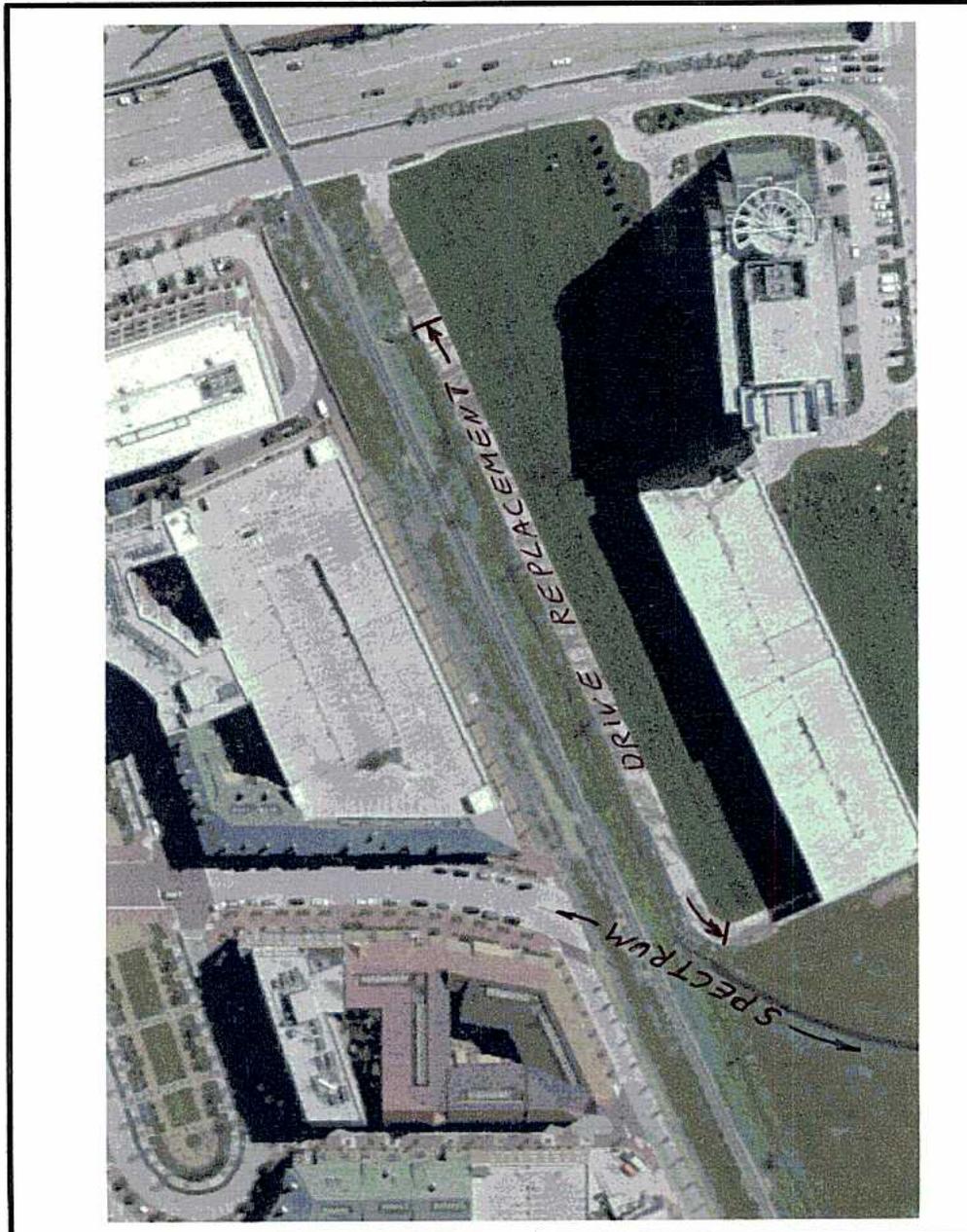
BANK REF:



\_\_\_\_\_

SITE CONCRETE, INC.  
3340 ROY ORR BOULEVARD  
GRAND PRAIRIE, TEXAS 75050-4207  
972-313-0733 FAX #972-513-0825  
ESTIMATING FAX #972-513-0661

Map Title



030807FL.dgn



**Council Agenda Item: #R12**

**SUMMARY:**

Council approval is requested for the purchase of (1) 2004 1/2 Ton Truck, (2) 3/4 Ton Trucks, (1) 1 Ton Truck, (1) Crack Sealer Machine, (1) P185 Air Compressor and (1) Asphalt Roller under the Town's Inter-local Agreement with the Houston-Galveston Area Council (HGAC).

**FINANCIAL IMPACT:**

Capital Equipment Replacement Fund - Budgeted Amount:	<u>\$ 73,000.00</u>
(Four vehicles)	Cost: <u>\$ 71,892.44</u>

Airport Fund -	Budgeted Amount: <u>\$100,000.00</u>
	Cost: <u>\$ 58,910.23</u>

**BACKGROUND:**

HGAC issues request for bids for vehicles and equipment every year and receives extremely competitive prices because of the large volume of purchases the council generates. In the past, the prices received from HGAC have been 25% below the manufacturer's suggested prices.

State statute exempts the Town from formal bid requirements when purchasing through the Inter-local Agreement with HGAC.

The 1/2 ton truck is for the Environmental Services Division and replaces a current 1991 1/2 ton truck. The two 3/4 ton and one 1 ton trucks are for the Parks Department and replaces three 1994 like vehicles. The Crack Sealer machine, Air Compressor and Asphalt Roller are for the airport and will be used by the airport maintenance staff. All of the vehicles that are being replaced have reached the end of their useful life and are scheduled for replacement. All vehicles meet the requirements of the Fleet Services Department.

There are sufficient funds in the Capital Equipment Replacement Fund and Airport Fund to cover the total recommended expenditure of \$130,802.67.

**RECOMMENDATION:**

Staff recommends the Council approve the purchase of the vehicles and equipment from HGAC.

MA

**Council Agenda Item: #R13**

**SUMMARY:**

Council award is requested for the purchase of (14) 2004 Dodge Durango Sport Utility Vehicles from Dallas Dodge Chrysler Jeep.

**FINANCIAL IMPACT:**

Budgeted Amount: \$548,000.00

Cost: \$408,772.56

There are sufficient funds in the Capital Equipment Replacement Fund to cover the total recommended expenditure of \$408,772.56

**BACKGROUND:**

We received nine bids for the purchase of fourteen sport utility vehicles to replace the Police Department's current patrol fleet of 2001 Sport Utility Vehicles. The low bid from Dallas Dodge Chrysler Jeep meets our specifications and is within budget.

**RECOMMENDATION:**

Staff recommends the Council approve the purchase of the vehicles to Dallas Dodge Chrysler Jeep.

Attachment: Bid Tab

MA

## FOURTEEN (14) SPORT UTILITY POLICE PATROL VEHICLES

BID NO 04-10

DUE: February 24, 2004 2:00pm

BIDDER	SIGNED	UNIT PRICE	TOTAL	DELIVERY
Dallas Dodge Chrysler Jeep	y	\$29,198.04	\$408,772.56	45 days
Red Mccombs Dodge	y	\$29,358.00	\$411,012.00	65 days
Rogers Dodge	y	\$29,389.00	\$411,446.00	60-90 days
Henna Chevrolet Inc.	y	\$29,478.00	\$412,692.00	90 days
Lawrence Marshall Ford Mercury	y	\$29,691.00	\$415,674.00	60-90 days
Huffines Chrysler Jeep Dodge(Lewis)	y	\$30,193.05	\$422,702.70	60 days
Allen Samuels Dodge	y	\$30,440.68	\$426,169.52	90-140 days
Bankston Chrysler Jeep Dodge	y	\$30,586.00	\$428,204.00	90 days
Huffines Chrysler Jeep Dodge(Plano)	y	\$34,799.00	\$487,186.00	6-8 weeks

*Minok Suh*

Minok Suh, Purchasing Coordinator

*Corey Gayden*

Corey Gayden, Witness

**Council Agenda Item: #R14**

**SUMMARY:**

This item is to update the Town's TMRS buyback ordinance. This provision of the retirement system affects those employees who wish to buy back TMRS service that was refunded upon leaving their employment in a TMRS city and withdrawing their member deposits.

**FINANCIAL IMPACT:**

As of December 31, 2002, The Town's actuarial value of assets in TMRS was \$37,199,000. The Town's actual liability was \$44,438,000. We feel that any impact from updating this ordinance would be too minimal to be material to the Town's liability.

**BACKGROUND:**

The buyback of service credit is a provision that can be adopted by TMRS cities through passage of an ordinance. This provision allows employees who have withdrawn member deposits when they left employment with a TMRS city to buyback the service credit. The Town of Addison passed this ordinance in 1988.

TMRS rules require that an employee choosing to exercise this buyback option must have at least 24 consecutive months of service credit as an employee of the city adopting the ordinance and be a member of TMRS on the date of the buyback ordinance's adoption. Thus the ordinance must be periodically updated.

Other rules affecting this provision are:

- The employee must redeposit, in a lump sum, all of the amount previously refunded plus a reinstatement fee equal to 5% of the amount withdrawn for each year since the refund.
- The member account is credited with the lump sum payment, while the 5% reinstatement fee is credited to the Town's account with the retirement system.

While the Town has several employees who would be eligible to buy back service credit upon updating the ordinance, only one has expressed such an interest.

**RECOMMENDATION:**

Staff recommends updating the ordinance to allow current employees to exercise the option of buying back previously withdrawn TMRS member deposits.

**Council Agenda Item: #R15**

**SUMMARY:**

This item is for the purpose of changing the name of the Facilities and Fleet Services Department to General Services Department, with a position adjustment for Mark Acevedo from Administrator of Facilities and Fleet Services to Director of General Services. This description more fully encompasses the variety of services provided by this department and Mark's responsibilities therein.

**FINANCIAL IMPACT:**

The only financial impact will be a 10% adjustment in Mark Acevedo's salary.

**BACKGROUND:**

On October 1, 2000 the Town resumed management of the Addison Airport. In conjunction with this development, the Town assigned the responsibility of serving as our liaison with airport operations to Mark Acevedo. The scope of Mark's job description, which included supervision of the Town's facilities, fleet services and telecommunications, was expanded to include this additional responsibility. His job title was changed from Manager of Building and Fleet Services (Grade 17-E) to Administrator of Facilities and Fleet Services (Grade 21-E).

**RECOMMENDATION:**

The increased level of responsibility demanded by the role of liaison with airport operations now requires Mark's spending approximately 50% of his time on this assignment. Staff recommends that his position be changed to the level of department head. It is further recommended that the name of the department be changed to General Services and his job title changed to Director of General Services (Grade 26-E).

**Council Agenda Item: #R16**

**SUMMARY:**

Council approval is requested of an ordinance that authorizes the City to consider depository service proposals from banks that are not doing business within the Town of Addison.

**FINANCIAL IMPACT:**

There is no financial impact associated with the approval of this ordinance.

**BACKGROUND:**

The Town's depository contract with Bank of America will expire on July 31, 2004. As such, staff is currently developing a Request for Proposal (RFP) to evaluate services offered by competing banks.

Before selecting Bank of America in 2001, the Town solicited proposals from each bank operating within Addison and only received two proposals from Bank of America and Frost Bank. To enhance competition among banks, therefore, staff would like to solicit proposals from competing banks in the area, not just those banks that reside within the Town's boundaries. In doing so, staff hopes to attract several high-quality financial institutions that can provide exemplary service at a competitive cost. According to state law, the Town is required to formally adopt a policy concerning out of town depository service proposals before considering such arrangements. The attached ordinance will fulfill the state law requirement.

The policy does not guarantee that a bank outside of the city limits will be selected as the Town's depository. Rather, the policy will give staff an additional tool in evaluating the best banking arrangement for the Town. The objective of this process is to encourage strong banking proposals that prove advantageous to the Town in both a financial and service context. The final staff recommendation on the Town's banking services provider is expected to be made to Council in late May.

**RECOMMENDATION:**

Staff recommends approval of the ordinance that authorizes the City to consider depository service proposals from banks that are not doing business within the Town of Addison.

TOWN OF ADDISON, TEXAS

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

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS PERMITTING THE CITY COUNCIL, IN ITS CONSIDERATION OF APPLICATIONS FOR THE PERFORMANCE OF DEPOSITORY SERVICES FOR THE CITY, TO CONSIDER APPLICATIONS RECEIVED BY THE CITY FROM A BANK, CREDIT UNION, OR SAVINGS ASSOCIATION THAT IS NOT DOING BUSINESS WITHIN THE CITY; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, State law provides that, before awarding a depository services contract to a depository, the governing body of a municipality shall receive applications for the performance of depository services from one or more banks, credit unions, or savings associations; and

WHEREAS, in connection with the consideration of such applications, State law further provides that the governing body of a municipality may consider the application of a bank, credit union, or savings association that is not doing business within the municipality if (i) the bank, credit union, or savings association maintains a place of business within the State and offers within the State the services required by the depository services contract, and (ii) the governing body, prior to giving notice requesting submission of applications for the performance of depository services, has adopted a written policy expressly permitting the consideration of applications received by the municipality from a bank, credit union, or savings association that is not doing business within the municipality, after taking into consideration what is in the best interest of the municipality in establishing a depository; and

WHEREAS, in accordance with State law, the City Council of the Town of Addison, Texas (the "City") desires to adopt in writing a policy permitting the consideration of applications for depository services received by the City from a bank, credit union, or savings association that is not doing business within the municipality, after taking into consideration what is in the best interest of the municipality in establishing a depository.

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

Section 1. Incorporation of Premises. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Depository Service Proposal Policy. In its consideration of applications for the performance of depository services for the City from one or more banks, credit unions, or savings associations, the City Council is expressly permitted to consider applications received by the City from a bank, credit union, or savings association that is not doing business within the City, after taking into consideration what is in the best interest for the City in establishing a depository.

Section 3. Savings. This Ordinance shall be cumulative of all other ordinances of the City and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance.

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

Section 4. Effective Date. This Ordinance shall become effective from and after its date of passage as provided by law.

**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
R. Scott Wheeler, Mayor

ATTEST:

By: \_\_\_\_\_  
Carmen Moran, City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Ken Dippel, City Attorney

**THERE ARE NO  
ATTACHMENTS  
FOR ITEM #ES1**

**THERE ARE NO  
ATTACHMENTS  
FOR ITEM #R17**