

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**

**February 8, 2005**

**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 January 10, 2005, January 24, 2005, January 25, 2005, January 31, 2005, and February 1, 2005 Council Meetings.
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- #2b - Consideration of approval of award of bid and a Resolution authorizing the City Manager to enter into a contract in the amount of \$254,162.00 with J&J Hardscape Construction, Inc., for the construction of Parkview Park in the Cityhomes Development.
- 
- #2c - Consideration of approval of award of bid and a Resolution authorizing the City Manager to enter into a contract in the amount of \$25,318.00 with Smith Pump Company, Inc., for the replacement of two waterfall circulation pumps and one fountain display pump.
- 
- #2d - Consideration of approval of a final plat for one lot of 378.6 acres, located east of Midway Road, south of Sojourn Drive, west and south of Westgrove Road, and west of Addison Road, on application from the Town of Addison, represented by Mark Acevedo.
- 
- #2e - Consideration of approval of a final plat for three lots on 2.974 acres located at 4553 Glenn Curtiss Drive, on application from the Addison Jet Center, represented by Mr. Steve Wilson.
- 
- #2f - Consideration of approval of a final plat for one lot of .7839 acres, located at 14523 Winnwood Road, in a Planned Development District (Ordinance 091-038), on application from Mr. Venugopal B. Menon, represented by Tom Knicker of NKR Engineering.
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- #2g - Consideration of approval of an award of bid to Covenant Industries in an amount not to exceed \$22,937.50 for roof replacement and repairs at the Town's Finance Building, located at 5350 Belt Line Road.
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Item #R3 - Appointment of three members to the Addison Board of Zoning Adjustment (BZA).

Attachments:

1. Council Agenda Item Overview
2. List of BZA members

Administrative Recommendation:

Administration recommends appointing three members to the Board of Zoning Adjustment.

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Item #R4 - Consideration of a Resolution authorizing the City Manager to enter into a Right-of-Way License and Municipal Facilities Use Agreement with RedMoon BROADBAND, for installation of a WiFi mesh network in Addison to provide high speed Internet services to the resident and business community subject to the final review and approval of the Town attorney.

Attachments:

1. Council Agenda Item Overview
2. RedMoon Proposal
3. RedMoon Agreement

Administrative Recommendation:

Administration recommends approval.

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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 4930 Belt Line Road, Suite 100, on application from Monica's Restaurant, represented by Mr. K. Steven Roberts, Attorney at Law.

Attachments:

1. Docket Map
2. Staff Report
3. Plans

Administrative Recommendation:

Administration recommends approval.

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Item #R6 -

**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 4930 Belt Line Road, Suite 190, on application from Go Fish Restaurant.

Attachments:

1. Docket Map
2. Staff Report
3. Plans

Administrative Recommendation:

Administration recommends approval.

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Item #R7 -

**PUBLIC HEARING** and consideration of an Ordinance approving a Special Use Permit for a restaurant, located at 5290 Belt Line Road, on application from Extreme Pita, represented by Ms. Beverley Scott.

Attachments:

1. Docket
2. Staff Report
3. 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 62-162, Premises Sign,

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for Century Bank, located at 3701 Belt Line Road, on application from Century Bank.

Attachments:

1. Staff Report
2. Memo from Lynn Chandler (attached sign exceptions)
3. Memo from Lynn Chandler (detached sign exceptions)
4. Memo from Chris Terry and Carmen Moran
5. Application
6. Plans

Administrative Recommendation:

Administration recommends denial.

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Item #R9 - Consideration of a Resolution endorsing certain legislative changes to Senate Bill 7 supported by the Cities Aggregation Power Project.

Attachments:

1. Council Agenda Item Overview
2. Resolution

Administrative Recommendation:

Administration recommends approval.

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Item #R10 - Consideration of a Resolution authorizing the City Manager to enter into a contract with Mastec & Hanson Pipe & Products, Inc., in an amount not to exceed \$79,650.00, for the construction of the Marsh Lane Emergency Water Interconnection.

Attachments:

1. Council Agenda Item Overview

Administrative Recommendation:

Administration recommends approval.

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Item #R11 - Discussion and presentation of information regarding a lease

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between the Town of Addison, as landlord, and Amar Unlimited, Inc., as the real tenant in interest, concerning the Clay Pit Grill & Curry House located at 4460 Belt Line Rd.

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### **EXECUTIVE SESSION**

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Item #ES1 - Closed (executive) session of the City Council pursuant to Section 551.072, Texas Government Code, to deliberate the lease and value of certain real property located at 4460 Belt Line Road.

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Item #ES2 - Closed (executive) session of the City Council pursuant to Section 551.074, Texas Government Code, to deliberate a performance evaluation of the City Manager.

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### **REGULAR SESSION**

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Item #R12 - Consideration of possible modification of or amendment to a Lease between the Town of Addison, as landlord, and Amar Unlimited, Inc., as the real tenant in interest, concerning property Located at 4460 Belt Line Rd. (Clay Pit Grill & Curry House).

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Item #R13 - Consideration of a Resolution approving a (i) merit increase and salary adjustment for the City Manager, and (ii) compensation plan (bonus) for the City Manager and other City employees including the Deputy City Manager, Assistant City Manager, Assistant to the City Manager, Department Heads and Assistant Department Heads.

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Adjourn Meeting

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Posted 5:00 p.m.  
February 4, 2005  
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.**

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**OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL**

January 10, 2005  
6:00 p.m. Town Hall Conference Room  
Work Session  
5300 Belt Line Road

Present: Mayor Wheeler, Councilmembers Braun, Chow, Hirsch, Niemann, Silver, Turner  
Absent: None

Item #WS1 – Discussion of Town of Addison Sign Ordinance and possible revisions.

Item #WS2 – Discussion of proposed ground lease amendment for property located at 4460 Belt Line Road (Clay Pit Restaurant).

Item #WS3 – Discussion regarding development proposal for 4135 Belt Line Road (former SSBA Building).

Item #WS4 – Discussion regarding Allyn & Company proposal for Town public relations and media consultation.

No action was taken on any of the work session items.

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

\_\_\_\_\_  
Mayor

Attest:

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

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

January 24, 2005  
6:00 p.m. Town Hall Conference Room  
Work Session  
5300 Belt Line Road

Present: Mayor Wheeler, Councilmembers Braun, Chow, Hirsch, Niemann, Silver, Turner  
Absent: None

Item #WS1 – Presentation of Department's Quarterly Operation Reports.

- Fire
- Parks & Recreation
- Information Technology
- Public Works
- General Services/Airport
- City Manager

No action was taken on any of the work session items.

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

\_\_\_\_\_  
Mayor

Attest:

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

**OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL**

January 25, 2005  
7:30 p.m. - Council Chambers  
5300 Belt Line Road

Present: Mayor Wheeler, Councilmembers Braun, Chow, Hirsch, Niemann, Silver, Turner  
Absent: None

Item #R1 – Consideration of Old Business

The following employees were introduced to the Council: Diane Castille (Police), Oscar Martinez (Parks).

Item #R2 – Consent Agenda

Item #2a – Approval of the Minutes for the January 11, 2005 Council Meeting (Approved).

Item #2b – Consideration of authorization for final payment of \$19,185.95 to RKM Utility Services, Inc., for construction of the Talisker Apartments Water Line Improvements Project. (Approved)

Item #2c – Consideration of an Ordinance calling for a general election to be held on May 7, 2005, for the purpose of electing three Councilmembers and a Mayor. (Approved 005-004)

Councilmember Niemann moved to duly approve the above-listed items. Councilmember Braun seconded. The Motion carried.

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

Item #R3 – Presentation of the Region 2 & 3 Texas Recreation and Parks Society 2004 Innovations in Park Development Award for the Addison Circle Park project.

Mayor Wheeler presented the Award to Slade Strickland, Director of Parks and Recreation.

Item #R4 – PUBLIC HEARING and second reading of an ordinance granting an electric utility franchise to TXU Electric Delivery Company.

Councilmember Nieman recused himself and left the Chamber.

Mayor Wheeler read the ordinance caption and opened the meeting as a Public Hearing. There were no questions or comments. Mayor Wheeler closed the meeting as a Public Hearing.

Councilmember Niemann returns.

Item #R5 – Consideration of a Resolution rejecting the current fountain maintenance bids and approval to rebid the service in February 2005. (Approved R05-009)

Councilmember Silver moved to duly pass Resolution R05-009 to reject the current fountain maintenance bids and approve to rebid the service in February 2005. Councilmember Chow seconded. The motion carried.

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

Voting Nay: None

Absent: None

Item #R6 – Approval of award of bid and consideration of a Resolution authorizing the City Manager to enter into a contract with Thielsch Engineering, Inc., for the construction of a new Bulk Fuel Storage and Dispensing System (Fuel Farm) at Addison Airport in the lump sum amount of \$3,885,000.00. (Approved R05-010)

Councilmember Silver moved to duly pass Resolution R05-010 authorizing the City Manager to enter into a contract with Thielsch Engineering, Inc., for the construction of a new Bulk Fuel Storage and Dispensing System (Fuel Farm) at Addison Airport in the lump sum amount of \$3,885,000.00. Councilmember Turner seconded. The motion carried.

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

Voting Nay: None

Absent: None

Item #R7 – Consideration of an Ordinance amending Chapter 2, Article VI, Section 2-303 of the Code of Ordinances regarding the disposal of unclaimed or surplus property.

Councilmember Chow moved to duly pass Ordinance No. 005-005 amending Chapter 2, Article VI, Section 2-303 of the Code of Ordinances regarding the disposal of unclaimed or surplus property. Councilmember Turner seconded. The motion carried.

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

Voting Nay: None

Absent: None

EXECUTIVE SESSION. At 8:26 p.m., Mayor Wheeler announced that the Council would convene into Executive Session.

Item #ES1 – Closed (executive) session of the City Council a 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 10:26 p.m.

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

\_\_\_\_\_  
Mayor

Attest:

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

**OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL**

January 31, 2005  
7:30 p.m. Council Chambers  
5300 Belt Line Road

Present: Mayor Wheeler, Councilmembers Braun, Hirsch, Niemann, Turner  
Absent: Chow  
One Seat Vacant

Item #R1 – Consideration of and action regarding adoption of a Resolution accepting the resignation submitted by a member of the City Council (Silver) of the Town of Addison.

Councilmember Turner moved to duly pass Resolution R05-011 to accept the resignation submitted by a member of the City Council (Silver) of the Town of Addison. Councilmember Niemann seconded. The motion carried.

Voting Aye: Wheeler, Braun, Hirsch, Niemann, Turner  
Voting Nay: None  
Absent: Chow  
One Seat Vacant

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

\_\_\_\_\_  
Mayor

Attest:

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

**OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL**

February 1, 2005  
7:30 p.m. Council Chambers  
5300 Belt Line Road

Present: Mayor Wheeler, Councilmembers Braun, Chow, Hirsch, Niemann, Turner  
Absent:  
One Seat Vacant

Item #R1 – Consideration of and action regarding adoption of a Resolution filling a vacancy (by appointment) in the position of City Council Member of the Town of Addison until the May 7, 2005 general Town election, and take appropriate action.

Councilmember Greg Hirsch moved to duly adopt Resolution R05-012 appointing Mr. Ray Ryland of 14817 Surveyor Blvd. to fill a vacancy (by appointment) in the position of City Council Member of the Town of Addison until the May 7, 2005 general Town election, and take appropriate action.

Voting Aye: Wheeler, Braun, Chow, Hirsch, Niemann, Turner  
Voting Nay: None  
One Seat Vacant

Item #R2 – Consideration of and action regarding adoption of a Resolution ordering and calling a special election for May 7, 2005 for the purpose of electing one (1) person to fill the unexpired term remaining in the position of Council Member, the unexpired term resulting from the resignation of a member of the City Council.

Councilmember Jimmy Niemann moved to duly adopt Resolution R05-013 ordering and calling a special election for May 7, 2005 for the purpose of electing one (1) person to fill the unexpired term remaining in the position of Council Member, the unexpired term resulting from the resignation of a member of the City Council.

Voting Aye: Wheeler, Braun, Chow, Hirsch, Niemann, Turner  
Voting Nay: None  
One Seat Vacant

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

\_\_\_\_\_  
Mayor

Attest:

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City Secretary

**Council Agenda Item: #2b**

**SUMMARY:**

Staff recommends that the Council award a bid to J&J Hardscape Construction, Inc. totaling \$254,162.00 for construction of Parkview Park in the Cityhomes development. The six contractors listed on the attached bid tabulation submitted bids for the work. The purchasing and procurement department notified 248 vendors and issued plans to 33 contractors.

**FINANCIAL IMPACT:**

Budgeted Amount:    \$317,000.00

Cost:                    \$254,162.00

This project will be funded from the FY 2004-05 Parks Capital Projects Fund.

**BACKGROUND:**

The project scope includes construction of a pavilion/shade structure with a trellis system, decorative paving, concrete seat walls, site lighting and electrical receptacles, landscaping and irrigation.

The project timeline for completion is five months.

**RECOMMENDATION:**

The references submitted by the contractor responded favorably, which consisted of several metrocrest cities. J&J also successfully completed hardscape, landscape and irrigation work for the Town of Addison on Brookhaven Club Drive.

Staff recommends approval.

Attachments – Bid Tabulation  
                    Parkview at Addison Circle Site Plan

**Cityhomes Parkview Park  
Bid NO 05-08**

**DUE: January 24, 2005  
2:00 PM**

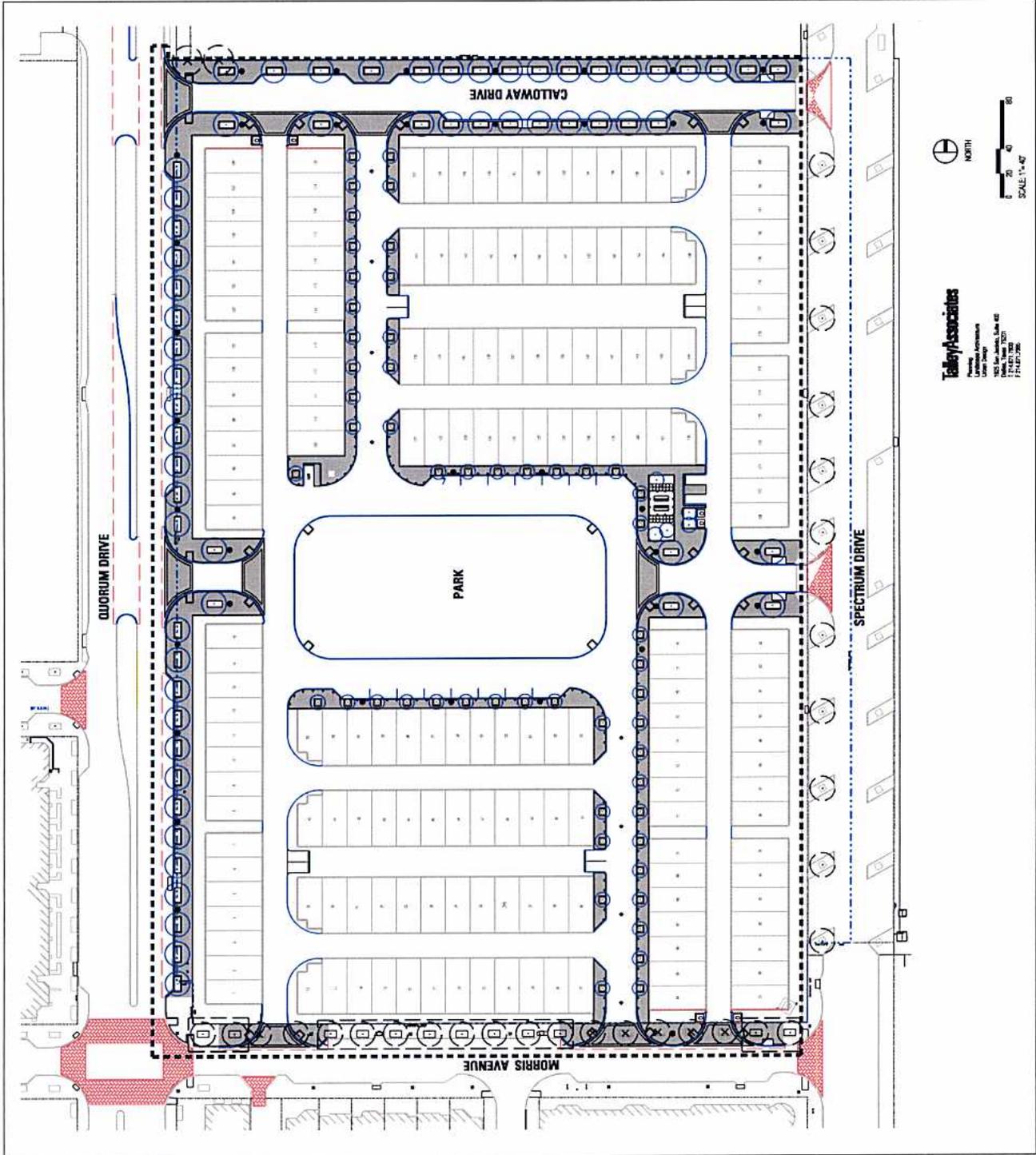
BIDDER	SIGNED	Bid Bond	Addendum 1	Addendum 2	Addendum 3	Total Base Bid
J&J Hardscape Construction, Inc.	Y	Y	Y	Y	Y	\$254,162.00
Jim Bowman Construction Co. L.P.	Y	Y	Y	Y	Y	\$256,932.50
Hardscape Construction	Y	Y	Y	Y	Y	\$286,371.50
Riverway Contractors	Y	Y	Y	Y	Y	\$287,750.00
American Civil Constructors	Y	Y	Y	Y	Y	\$289,039.00
S.P.S.D., Inc.	Y	Y	Y	Y	Y	\$319,411.00

*Shanna N. Sims*

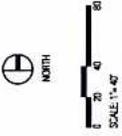
Shanna N. Sims, Budget and Procurement Manager

*Corey Gayden*

Witness



**Talley Associates**  
Planning  
Urban Design  
1825 San Antonio, Suite 402  
San Antonio, TX 78201  
714.617.7966



**Council Agenda Item: #2c**

**SUMMARY:**

Staff recommends that the Council award a bid totaling \$25,318.00 to Smith Pump Company, Inc. for replacement of two waterfall circulation pumps and one fountain display pump. There were 73 vendors notified of the bid and 20 plan holders. Five contractors submitted bids, which are listed on the attached bid tabulation form.

**FINANCIAL IMPACT:**

Budgeted Amount: **\$40,000.00**

Cost: **\$25,318.00**

This is a budgeted item in the parks operations budget.

**BACKGROUND:**

The scope of work consists of replacing two failed wet well circulation pumps located in the underground vault southeast of the Finance Building. These pumps circulate water from the pond behind the Finance Building to the waterfalls behind Town Hall. Additionally, it includes replacement of the fountain display pump that feeds the fountain behind the Finance building.

The existing pumps were installed in 1989 as part of the White Rock Creek/Celestial Park improvements. Smith Pump Company supplied the original pumps.

**RECOMMENDATION:**

The Smith Pump Company's representative indicated that the difference between their bid and the other bids was Smith is the distributor for replacement pumps, thus giving them significant advantage over the other bidders.

Smith Pump Company's references were favorable, which includes cities that had repairs done on water and sewer treatment pumping systems. Based on their solid track record, staff recommends approval.

Attachment: Bid Tabulation Form

**Finance Fountain Pump Replacement  
Bid NO 05-10**

**DUE: January 31, 2005  
2:00 PM**

BIDDER	SIGNED	Bid Bond	Addendum 1	Pump System	Recirculation Pumps (2)	Total Bid
Smith Pump Company	Y	Y	Y	\$ 3,320.00	\$ 21,998.00	\$25,318.00
CCS Water Specialists Inc.	Y	Y	Y	\$ 5,070.78	\$ 41,754.98	\$46,825.76
MPS, Inc.	Y	Y	Y	\$ 4,752.00	\$ 44,063.00	\$48,815.00
Greenscape Pump Service	Y	Y	Y	\$ 7,720.00	\$ 66,030.00	\$73,750.00
Decker Mechanical	Y	Y	Y	\$ 10,875.00	\$ 63,948.00	\$74,823.00

*Shanna N. Sims*

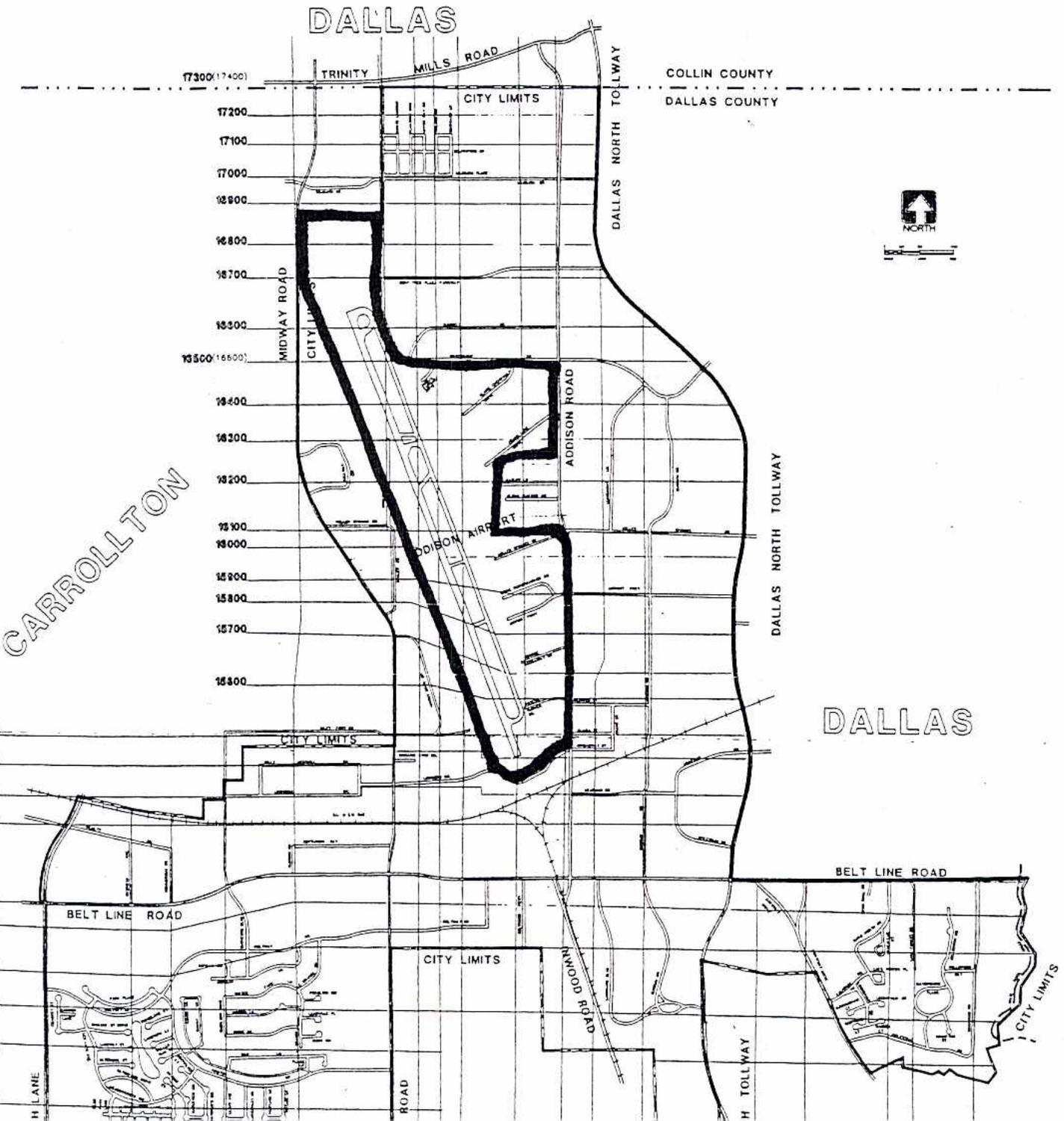
Shanna N. Sims, Budget and Procurement Manager

*Corey Gayden*

Witness

# FINAL PLAT/Addison Airport

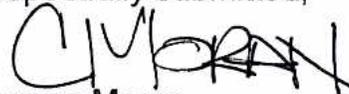
FINAL PLAT/Addison Airport. Requesting final plat approval of one lot of 378.6 acres, located east of Midway Road, south of Sojourn Drive, west and south of Westgrove Road, and west of Addison Road, on application from the Town of Addison, represented by Mr. Mark Acevedo.





The staff noticed that the document indicated Ron Whitehead would sign on behalf of the Town as the owner. Typically the Mayor signs as the owner of property. Staff recommends that "Mayor Scott Wheeler" replace Ron Whitehead's name as the owner.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "C Moran". The signature is stylized with a large, looped "C" and a long horizontal stroke for the "M".

Carmen Moran  
Town of Addison

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on January 27, 2005, voted to recommend approval of the final plat for Addison Airport subject to the following condition:

-Mayor Scott Wheeler's name shall replace Ron Whitehead's name as the owner.

Voting Aye: Bernstein, Chafin, Doepfner, Knott, Mellow,

Voting Nay: None

Absent: Benjet, Jandura

## Carmen Moran

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**From:** Steve Chutchian  
**Sent:** Wednesday, January 12, 2005 11:51 AM  
**To:** Carmen Moran  
**Subject:** FW: Planning & Zoning Agenda Comments

-----Original Message-----

**From:** Steve Chutchian  
**Sent:** Tuesday, January 11, 2005 3:11 PM  
**To:** Carmen Moran  
**Subject:** Planning & Zoning Agenda Comments

The following comments are submitted for items included in an upcoming Planning & Zoning agenda:

### **Menon Addition, Lot 3, Block 8171**

- Civil design plans and specifications must be approved by the Town of Addison for all public site improvements, including storm drainage and utility lines.
- A drainage and grading plan is necessary to determine type and location of drainage facilities, including location of drainage easements on the site.

### **Addison Jet Center, Lots 1-3, Block 1**

- Indicate location of Frank Luke on the re-plat, including bearing and distance to nearest site boundary line.
- Proposed adjacent property lines do not match legend and must be correctly designated.
- Proposed civil construction plans must be submitted and approved by the Town as part of final plat approval.

### **Addison Airport**

No Comments

Should you have any questions, please let me know.

Steven Z. Chutchian, P.E.  
Assistance City Engineer

# FINAL PLAT/Addison Jet Center, Lots 1-3, Block 1

FINAL PLAT/Addison Jet Center, Lots 1-3, Block 1. Requesting approval of a final plat for three lots on 2.974 acres located at 4553 Glen Curtiss Drive, on application from the Addison Jet Center, represented by Mr. Steve Wilson.





-Correctly designate proposed adjacent property lines with legend.

-Proposed civil construction plans must be submitted and approved by the Town before the issuance of a building permit.

**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 a large, open loop, and "Moran" is written in a cursive style.

Carmen Moran  
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on January 27, 2005, voted to recommend approval of the proposed plat, on application from The Addison Jet Center, subject to the following conditions:

- Revise plat to indicate location of Frank Luke on the re-plat, including bearing and distance to nearest site boundary line.
- Correctly designate proposed adjacent property lines with legend.
- Proposed civil construction plans must be submitted and approved by the Town before the issuance of a building permit.

Voting Aye: Bernstein, Chafin, Doepfner, Knott, Mellow,

Voting Nay: None

Absent: Benjet, Jandura

## Carmen Moran

---

**From:** Steve Chutchian  
**Sent:** Wednesday, January 12, 2005 11:51 AM  
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**Subject:** FW: Planning & Zoning Agenda Comments

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The following comments are submitted for items included in an upcoming Planning & Zoning agenda:

### **Menon Addition, Lot 3, Block 8171**

- Civil design plans and specifications must be approved by the Town of Addison for all public site improvements, including storm drainage and utility lines.
- A drainage and grading plan is necessary to determine type and location of drainage facilities, including location of drainage easements on the site.

### **Addison Jet Center, Lots 1-3, Block 1**

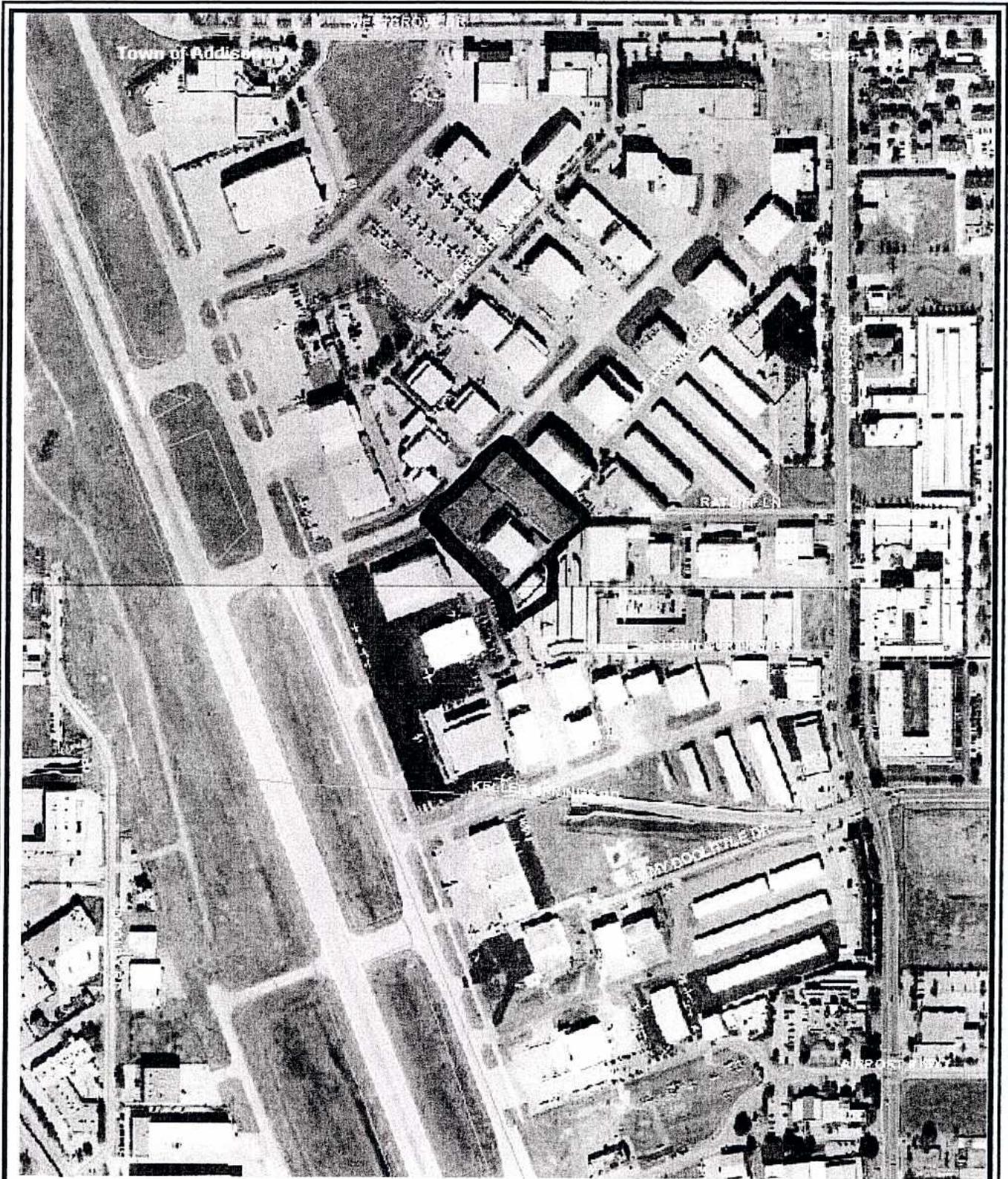
- Indicate location of Frank Luke on the re-plat, including bearing and distance to nearest site boundary line.
- Proposed adjacent property lines do not match legend and must be correctly designated.
- Proposed civil construction plans must be submitted and approved by the Town as part of final plat approval.

### **Addison Airport**

No Comments

Should you have any questions, please let me know.

Steven Z. Chutchian, P.E.  
Assistance City Engineer



<http://maps.ci.addison.tx.us>

Town of Addison  
5300 Belt Line Road  
Addison, Texas 75001

01/20/05



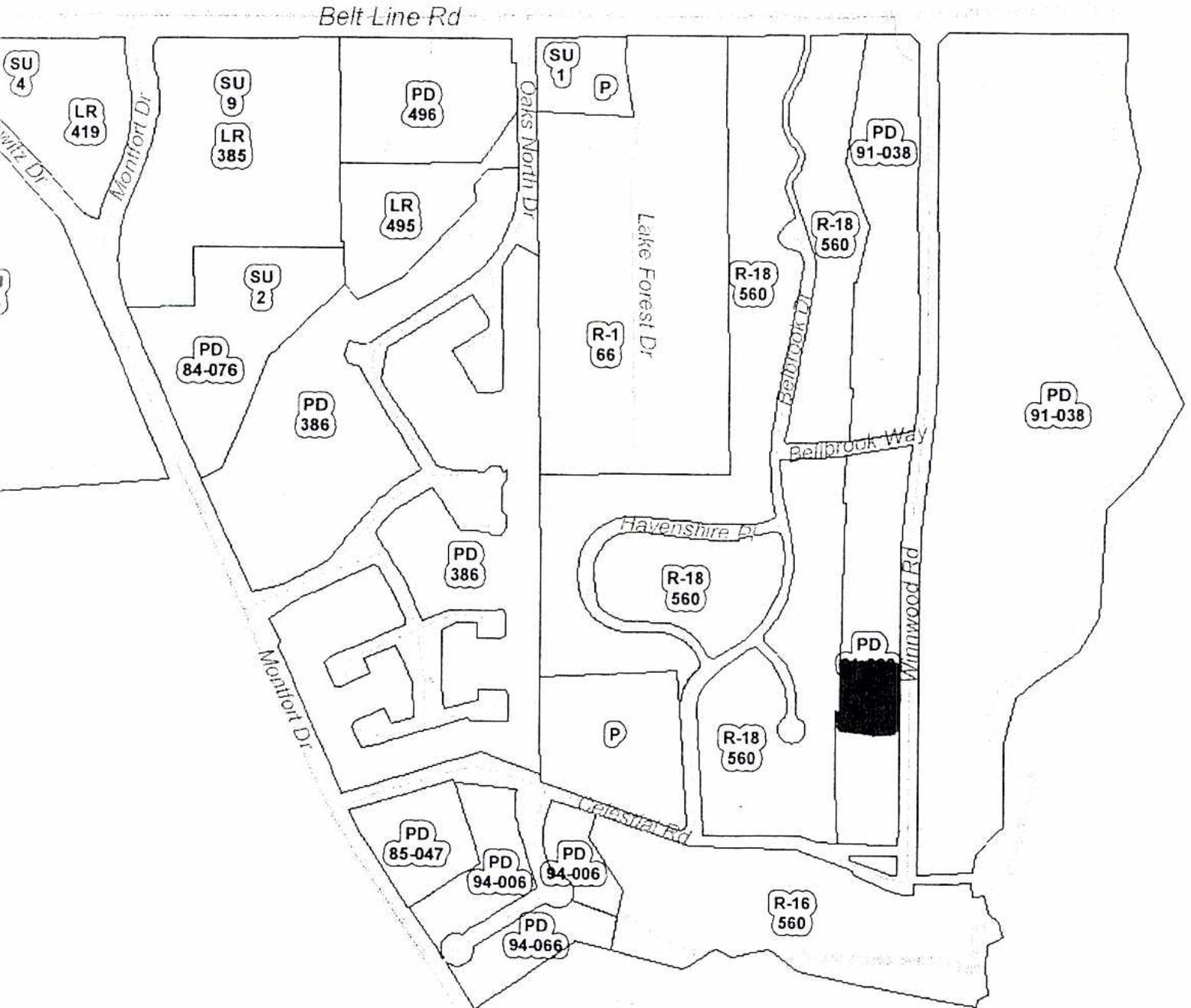
**DISCLAIMER**

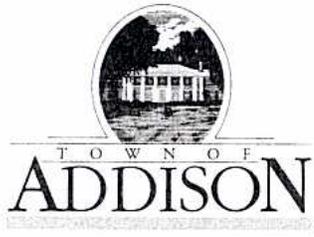
This data has been compiled for the Town of Addison. Various official and unofficial sources were used to gather this information. Every effort was made to ensure the accuracy of this data, however, no guarantee is given or implied as to the accuracy of said data.



# FINAL PLAT/Menon Addition

FINAL PLAT/Menon Addition. Requesting approval of a final plat for one lot of .7839 acres, located at 14523 Winnwood Road, in a Planned Development District (Ordinance 091-038), on application from Mr. Venugopal B. Menon, represented by Tom Knicker of NKR Engineering.





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 20, 2005

STAFF REPORT

RE:

FINAL PLAT/Menon Addition

LOCATION:

One lot of .7839 acres in a  
Planned Development District  
With single-family residential  
Uses (091-038), located at  
14523 Winwood Road

REQUEST:

Approval of a final plat

APPLICANT:

Mr. Venugopal B. Menon,  
Represented by Mr. Tom Knicker  
Of NKR Engineering

DISCUSSION:

Background. This site is located in a Planned Development district that covers the east and west sides of Winnwood Road. This site has never been developed and is one of the last lots left on Winnwood Road. Mr. Menon plans to build his home on the site.

Public Works. The Public Works Department has reviewed the plat and has the following comments:

-Civil design plans and specifications must be approved by the Town of Addison for all public site improvements, including storm drainage and utility lines.

-A drainage and grading plan is necessary to determine the type and location of drainage facilities, including location of drainage easements on the site.

These are advisory comments, not revisions that need to be made to the plat document itself.

**RECOMMENDATION:**

Staff recommends approval of the proposed plat for two lots subject to the following conditions:

-Civil design plans and specifications must be approved by the Town of Addison for all public site improvements, including storm drainage and utility lines.

-A drainage and grading plan is necessary to determine the type and location of drainage facilities, including location of drainage easements on the site.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "C Moran". The signature is written in a cursive, somewhat stylized font.

Carmen Moran

Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on January 27, 2005, voted to recommend approval of the final plat on application from Menon Addition, subject to the following conditions:

-Civil design plans and specifications must be approved by the Town of Addison for all public site improvements, including storm drainage and utility lines.

-A drainage and grading plan is necessary to determine the type and location of drainage facilities, including location of drainage easements on the site.

Voting Aye: Bernstein, Chafin, Doepfner, Knott, Mellow

Voting Nay: none

Absent: Benjet, Jandura

## Carmen Moran

---

**From:** Steve Chutchian  
**Sent:** Wednesday, January 12, 2005 11:51 AM  
**To:** Carmen Moran  
**Subject:** FW: Planning & Zoning Agenda Comments

-----Original Message-----

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**Subject:** Planning & Zoning Agenda Comments

The following comments are submitted for items included in an upcoming Planning & Zoning agenda:

### **Menon Addition, Lot 3, Block 8171**

- Civil design plans and specifications must be approved by the Town of Addison for all public site improvements, including storm drainage and utility lines.
- A drainage and grading plan is necessary to determine type and location of drainage facilities, including location of drainage easements on the site.

### **Addison Jet Center, Lots 1-3, Block 1**

- Indicate location of Frank Luke on the re-plat, including bearing and distance to nearest site boundary line.
- Proposed adjacent property lines do not match legend and must be correctly designated.
- Proposed civil construction plans must be submitted and approved by the Town as part of final plat approval.

### **Addison Airport**

No Comments

Should you have any questions, please let me know.

Steven Z. Chutchian, P.E.  
Assistance City Engineer

**Council Agenda Item: #2g****SUMMARY:**

Staff recommends that the Council award a bid an in amount not to exceed \$22,937.50 to Covenant Industries to replace the roofing systems and skylight at the Addison Finance Building. There were 95 vendors notified of the bid and 23 plan holders. Five contractors submitted bids, which are listed on the attached bid tabulation form.

**FINANCIAL IMPACT:**

Budgeted Amount: **\$35,000.00**

Cost: **\$22,937.50**

This is a budgeted item in the Finance Department budget.

**BACKGROUND:**

The scope of work for this bid consisted of removal of roofing materials and shingles, installation of a fiberglass base sheet, installation of 30 year shingles, installation of gravel guards and perimeter flashing and replacement of the skylight and all associated skylight flashing at the Finance Building.

In addition, bidders were asked to submit two alternates. Alternate #1 was to survey the wooden deck for rotten materials and replace if needed. Alternate #2 was installation of an aluminum roof scuttle to the flat main area of the roof. This agenda item includes a recommendation of a bid award that includes the Base Bid, Alternate #2 (Scuttle Installation) and a maximum amount of \$2,000 for Alternate #1 (Deck Repairs). Staff does not anticipate more than \$2,000 in expenses related to the replacement of rotten deck materials.

Staff is still researching options regarding replacement of the wood trim under the gutters around the perimeter of the building. Staff will seek quotes on this item at a later time.

**RECOMMENDATION:**

Staff recommends that the bid be awarded to Covenant Industries. Staff did check references for both Covenant Industries and their subcontractor and they appear to be a responsible bidder, thus staff is recommending approval.

Attachment: Bid Tabulation Form

Finance Building Roof Replacement  
 Bid NO 05-07

DUE: January 11, 2005  
 2:30 PM

BIDDER	SIGNED	Bid Bond	Addendum 1	Addendum 2	Base Bid	Alternate #1 Deck Repairs	Alternate #2 Scuttle Installation
Covenant Industries	Y	Y	Y	Y	\$20,387.50	\$9.00/sq. ft.	\$550.00
Stazon Roofing Inc.	Y	Y	Y	Y	\$25,165.00	\$11.75/sq. ft.	\$750.00
Brunson Construction	Y	Y	Y	Y	\$27,900.00	\$1.75/sq. ft.	\$1,700.00
Avanco Inc.	Y	Y	Y	Y	\$33,200.00	\$1.15/sq. ft.	\$2,700.00
Broadsword, LLC	Y	Y	Y	Y	\$34,500.00	\$10.00/sq. ft.	\$4,200.00

*Shanna N. Sims*

Shanna N. Sims, Budget and Procurement Manager

*Corey Layden*

Witness

**Council Agenda Item: #R3**

**SUMMARY:**

Staff requests the Council appoint three members to the Addison Board of Zoning Adjustment.

**BACKGROUND:**

The Board of Zoning Adjustment consists of five members with four alternates. The following members terms expired on January 14, 2005:

Corie Ewing	Second term
W. David Griggs	Second term
Richard Lane	First term
Beverly Roberts	First term

Typically, this Board meets less than once a year, and in an effort to get members who could attend, the staff added one alternate member. From the pool of six members, the staff would try to get five members who could attend. However, during the summer, we could not get even four members to attend. Therefore, we exercised the provision in the ordinance to appoint four alternates, but should have appointed only three. We now have more members than we need, so although four members have expired terms, we only need to appoint three members.

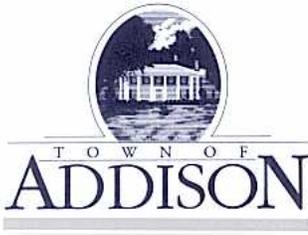
Unlike the Planning and Zoning Commission appointments, these appointments do not belong to individual Councilmembers.

**RECOMMENDATION:**

Staff recommends the Council appoint three members to the Board of Zoning Adjustment.



50 YEARS OF FUN!

**BOARD OF ZONING ADJUSTMENT**

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

**Virgil Burkhardt (Alternate)**

4007 Winter Park Ln.  
Addison, TX 75001-4904  
(H) (972) 490-8517  
Term Expires: 09/28/2006-1<sup>st</sup> Term

**Joel Davis (Alternate)**

4067 Beltway Dr. #148  
Addison, TX 75001-4920  
(H) (972) 490-0440  
Term Expires: 09/28/2006-1<sup>st</sup> Term

**Corie Ewing**

4000 Bobbin Ln.  
Addison, TX 75001-4901  
(H) (972) 386-7741  
Term Expires: 08/12/2005-1<sup>st</sup> Term

**William Green (Alternate)**

3845 Canot Ln.  
Addison, TX 75001 -7904  
(H) (972) 454-3284  
Term Expires: 09/28/2006-1<sup>st</sup> Term

**W. David Griggs**

14605 Dartmouth Ct.  
Addison, TX 75001-4438  
Term Expires: 01/14/2005-2<sup>nd</sup> Term  
(W) (214) 979-9378  
(H) (972) 406-9667

**Richard Lane**

14516 Winnwood Rd.  
Dallas, TX 75254-7639  
(W) (972) 490-8517  
(H) (214) 543-4600  
Term Expires: 01/14/2005-1<sup>st</sup> Term

**Charles "Chick" Martin**

14810 Lochinvar Dr.  
Dallas, TX 75254-7528  
(H) (972) 733-3177  
Term Expires: 01/14/2005-1<sup>st</sup> Term

**Maggie McQuown**

14600 Brookwood Lane  
Addison, TX 75001-7963  
(W) (972) 247-0234  
Term Expires: 03/23/2006-1<sup>st</sup> Term

**Beverly Roberts**

4040 Morman Ln  
Addison, TX 75001-3103  
(W) (972) 851-2181  
(H) (972) 392-9460  
Term Expires: 01/14/2005-1<sup>st</sup> Term

**Alan Wood (Alternate)**

14609 Lexus Ave.  
Addison, TX 75001-3132  
(W) (214) 269-3114  
Term Expires: 09/28/2006-1<sup>st</sup> Term

**Carmen Moran**

**Director of Development Services**  
P.O. Box 9010  
Addison, TX 75001-9010  
(W) (972) 450-7018  
Fax (972) 450-7043

**Council Agenda Item: #R4**

**SUMMARY:**

This item is to request the Council’s approval of a Right-of-Way License and Municipal Facilities Use Agreement with RedMoon Broadband to install and maintain a WiFi mesh network using Tropos technology. A copy of the contract and RedMoon’s proposal are attached.

**FINANCIAL IMPACT:**

Budgeted Amount: **\$0**

Cost of implementation paid by vendor: **\$524,000**

RedMoon will pay a minimum license fee to the Town based on the number of radios attached to city utility poles or buildings. Since most poles located in the Town are the property of TXU Delivery Services, it is difficult to ascertain the number of radios that will be situated on Town facilities. It is estimated that the Town will receive a minimum annual compensation of \$1,000. Once the WiFi system has been activated, the Town will receive 10% of monthly-adjusted revenues up to \$20,000 and 28% of monthly revenues in excess of \$28,000. RedMoon’s business plan assumes a 5% to 15% penetration of Addison’s market. At an average per account monthly billing of \$30, the company would receive between \$11,300 and \$34,000. Addison’s monthly compensation would then range between \$1,130 and \$5,920. Once the company’s adjusted gross revenues total \$524,000 (between 15 and 46 months), the company is allowed to deduct approximately \$7,500 in maintenance fees from the adjusted gross revenues. Assuming this fee is deducted from monthly income above \$20,000, and then the Town’s monthly compensation would be reduced by \$2,100. In summary, the Town’s annual compensation to the General Fund from this agreement would range from \$1,000 to at least \$71,000.

Customers using RedMoon’s WiFi, would presumably drop their existing line carriers. The Town currently receives a telecommunication access line fee from companies providing broadband services. This fee averages about \$2.00 per access line per month. For every customer that theoretically drops a line carrier for Redmoon’s WiFi service, the Town would gain a net \$1.00 per customer ( $\$30 \times 10\% = \$3.00$ ;  $\$3.00 - \$2.00 = \$1.00$ ). It should be noted that if competing WiFi companies enter Addison, the Town would conceivably receive no compensation from these companies.

**BACKGROUND:**

The Town of Addison WiFi initiative started in 2003 and is planned to be deployed in two (2) phases,

- 1) Implementing WiFi services at the Addison Conference Centre and Theatre and upon successful deployment of the 1<sup>st</sup> phase,

- 2) Expanding the services to the residents and the business community in the final phase.

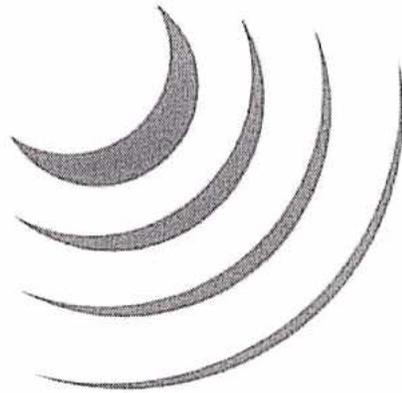
As you are well aware, Sprint deployed a successful WiFi operation at the Addison Conference and Theatre Centre in 2003 and we are bringing forward RedMoon as the implementer for the 2<sup>nd</sup> phase. RedMoon is one of the five (5) vendors who submitted a proposal to enter into a partnership with Addison to deploy WiFi services in Addison. The intent of their proposal is to introduce the Town to new and exciting technology that will enable the Town to offer ubiquitous 802.11 b coverage. As an added value RedMoon is a reseller for Tropos network and Trango wireless equipment and is proposing an affordable Town-wide wireless mobile broadband network and the goal is that this new WiFi network will generate incremental revenue streams for both the Town and for RedMoon, enhance productivity for residents, and act as an incentive to continue to attract the strong business community Addison is known for.

RedMoon broadband is a blend of in-house engineering, 24 hour customer service, billing platform, co-location facilities, outside plant design and support, sales, marketing, customer authentication, nationwide bandwidth relationships and a very strong and knowledgeable management team which make RedMoon uniquely positioned to implement and support a robust network.

Their proposal is a WiFi mesh network that will consist of score of Tropos 5110 outdoor access points and minimum of two (2) towers.

**RECOMMENDATION:**

Staff recommends that the Council authorize the City Manager to enter into a Right-of-Way License and Municipal Facilities Use Agreement with RedMoon BROADBAND, for installation of a WiFi mesh network in Addison to provide high-speed Internet services to the residents and business community subject to final review & approval of the Town attorney.



**REDMOON**  
BROADBAND

# CITY OF ADDISON TEXAS

CITY-WIDE WIRELESS MOBILE BROADBAND NETWORK

PROPOSAL

OCTOBER 7, 2004



## *Transmittal Letter*

RedMoon is pleased to present this proposal response to the City of Addison, Texas. The intent of this proposal is to introduce the City of Addison to new and exciting technology that will enable the city to install ubiquitous 802.11b coverage and 5.8 point to multi-point coverage. As a Value Added Reseller for Tropos Network and Trango Wireless equipment, RedMoon has combined its strengths as a wireless network and ISP provider to be one of the first suppliers of a system specifically designed for outdoor, carrier-class, and metro-scale Wi-Fi networks. RedMoon is proposing a Pronto managed 802.11 Tropos configuration with a 5.8 Trango point to multi-point backhaul and fixed wireless high-speed network that will meet the City's needs for an affordable CITY-WIDE WIRELESS MOBILE BROADBAND NETWORK.

Tropos has developed the most powerful 802.11 broadband Wi-Fi cells in the industry. Tropos 5110 Wi-Fi cells are more than an access point they are intelligent routers that form a mesh network enabling the city to deliver ubiquitous City-Wide broadband services. The mesh network will provide for broad outdoor coverage and will provide substantial indoor coverage without the installation of indoor access points. The 5110 has the highest receive sensitivity in the marketplace, twice as powerful as any competitor. This means that Tropos is best at penetrating buildings and cutting through tree foliage and other RF impediments. Therefore, the Tropos installation will require the fewest number of devices and deliver the best price performance in the industry.

Based on these outstanding product specifications, Tropos will perform better than any access point technology available today on the market. The RedMoon and Tropos team has already delivered many successful implementations and leads the market with the largest Hot Zones in the world. Our customers include large Cities and public safety agencies as well as smaller WISP deployments. We look forward to working with the City of Addison and demonstrating our technology. By working closely with the City, we can help deliver to its citizens the most advanced, affordable and complete coverage in the nation.

Sincerely,

Bryan Thompson, CEO

RedMoon Broadband, Inc.



625 Digital, Suite 500  
Plano, Texas 75075  
Tel: 972.599.3900  
Fax: 972.599.1060  
redmoonbroadband.com

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## Executive Summary

Wireless technology is in an extremely rapid stage of deployment. The technology is progressing at a speed that demands a deep knowledge of numerous components that on the surface may not be visible. We believe the only way to implement a successful City-Wide Wireless Mobile Broadband Network is to efficiently and effectively implement the required wireless network, as well as bring other services to the city in the most cost effective method.

RedMoon Broadband, Inc. was founded in August 2000. Research and Development activities yielded the company's back-end office management system. In February 2001, RedMoon officially opened its doors. By the end of the year, the RedMoon Wireless Subscriber Line (WSL) system was being engineered and perfected.

In mid-2002, RedMoon began marketing its network. Today, RedMoon has over 1,000 retail customer in the Dallas/Fort Worth area. During 2002, the State of Texas approved RedMoon as a Qualified Information Services Vendor (QISV). RedMoon finalized very significant agreements with many of America's largest homebuilders to become a high speed Internet Services Provider to their residential communities. Discussions are proceeding with other prospective residential and commercial customers including: residential developers, additional homebuilders, healthcare organizations and various school districts. Due to these relationships and the demand for RedMoon ISP services, important steps have been taken to beef-up the company's infrastructure to stimulate and accommodate the ever-growing customer base.

RedMoon Broadband's blend of in-house engineering, 24 hour customer service, billing platform, co-location facilities, outside plant design and support, sales and marketing, customer authentication, nationwide bandwidth relationships and a very seasoned management team, make it uniquely positioned to implement and support a robust network in the most professional fashion.

RedMoon Broadband has technology that enables the deployment of high-speed wireless outdoor networks utilizing standard 802.11 technology. 802.11 is an industry standard also known as a Wi-Fi or Broadband network. City-Wide Wireless Mobile Broadband Networks has enabled Wi-Fi to be deployed in large outdoor areas including entire Cities! Cities and their communities will have to access an 11MB networking standard. These Metro-Scale broadband networks are easy to deploy and will provide city users with access to office applications in a mobile and remote environment.

Wi-Fi has become the new standard for high-speed networks. Widespread vendor adoption lead by Intel and Microsoft has made every new computing product Wi-Fi enabled. Wi-Fi is generic and does not require expensive client cards to operate with



625 Digital, Suite 500  
Plano, Texas 75075  
Tel: 972.599.3900  
Fax: 972.599.1060  
redmoonbroadband.com

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802.11 Wi-Fi networks. Millions of PC's, Mobile Data Computers, and PDA's are bought ready to use and make it feasible to implement a multi-use wireless broadband network with minimal complexity and associated client costs. A broadband mesh network architecture and seamless interoperability with standard 802.11 clients are key components to achieving these goals.

RedMoon is one of the leading providers for *MOBILE Voice Over IP* (VoIP). RedMoon has successfully tested the mobility of the VoIP mobile phones. VoIP mobile phones will bring cost savings to residential and business customers.

Tropos Networks developed the first broadband cellular Wi-Fi mesh networking system. Tropos' technology, products and services enable network operators, service providers and government agencies to provide ubiquitous, metro-scale, broadband, wireless data coverage for users in any locale. Tropos' cellular Wi-Fi overcomes what were, until now, the scalability, reliability and economic limitations that prevented metro-scale deployment of Wi-Fi technology.

With the working relationship developed among the companies described above, RedMoon Broadband is uniquely positioned to provide the City of Addison with an efficient wireless deployment and to bring a unique solution to combine other ongoing city efforts whereby substantial cost savings and profitability for the city will be realized. We look forward to working with the City of Addison.

## City of Addison Proposed Solution

Utilizing the RedMoon and Tropos Solution, the City of Addison can improve service to its residents, enhance support to Addison businesses, optimize the cost-effectiveness of city operations, and improve its overall "High-tech" image.

Consumer broadband experiences require that the city deploy a high performance wireless network. The bandwidth required to allow access to applications in the field and at home must be reliable (99.99% uptime) and support high performance throughput (1+ Mbps burst speeds). By utilizing the proposed carrier-class 802.11 coverage throughout the City of Addison, residents and businesses will be able to access applications in the mobile and home environment. The proposed network will provide the City of Addison with an opportunity to be one of the leading cities to implement a true broadband wireless communications system based on the fast-growing Wi-Fi (802.11) market.

The network will consist of twenty five Tropos 5110 outdoor access points and four hundred subscriber units.

Features of the City of Addison network will include:

- Standard IEEE approved and supported Wi-Fi (802.11b) Networking - The proposed system will support industry standard 802.11 devices including laptops and PDAs without any proprietary hardware required. Standard components are utilized in all aspects of the system.
- Carrier-Class Reliability – The proposed solution will deliver 99.99% reliability within the city deployed footprint. The network design includes Wi-Fi cell technology supporting optimized routing, self-organizing Wi-Fi cells, automatic failure recovery, and an SNMP-based element manager (EM).
- Professional Services – RedMoon provides experienced deployment services that include a complete turnkey solution with project management, network design including: engineering – RF and network engineering, site surveys, installation services, training, testing and final system acceptance.
- Scalability (Area of Service) – The Tropos 5110 is a 1 Watt Wi-Fi cell with approximately 1 mile radius of coverage. 10 to 15 cells per square mile will be deployed to provide a self healing mesh network.
- Coverage – Ubiquitous City-Wide coverage can be achieved by distributing the Wi-Fi cells throughout the City. Approximately 10 to 15 Wi-Fi cells are deployed per square mile to enable future application such as VOIP and other low powered devices. Cell coverage will vary depending on foliage, building density, ground topology and existing interference levels.



625 Digital, Suite 500  
Plano, Texas 75075  
Tel: 972.599.3900  
Fax: 972.599.1060  
redmoonbroadband.com

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- Quality of Service (QoS) - To guarantee complete, carrier-class coverage, Wi-Fi cells are installed with overlapping coverage areas, providing resiliency from interference, wired or wireless network failure, and other environmental disruptions.
  - High Performance – The RedMoon/Tropos Solution will support 802.11 b and g standards. Network capacity can always be improved by injecting additional backhaul throughout the network. Network capacity can be easily increased as network utilization is increased.
  - Security – The system will support WEP, WPA, AES, MAC Address Filtering and VPN Security.

RedMoon has overcome the challenges of deploying Wi-Fi networks on a metro scale, making it possible for municipalities, Public Safety services and Internet service providers to deliver metro scale broadband coverage quickly, reliably, and economically.

## Revenue Sharing Model

The payment structure and criteria for the RedMoon Broadband and City of Addison Revenue Sharing Model is explained below:

### Payment Structure

1. RedMoon will pay the City of Addison 10% of Gross Revenue up to \$20,000 per month, beginning with the first customer.
2. RedMoon will pay 28% of Gross Revenue over \$20,000.
3. Upon Total Gross Revenue reaching the network investment value of \$524,000, the payment will revert to 28% for Total Gross Revenue less the monthly maintenance costs, currently estimated to be \$7,500 per month.

Revenue Share to the City = Total Gross Revenue – Network Maintenance Costs

### Criteria

1. The City of Addison will grant access to city facilities for the purpose of installing and maintaining the network.
2. The City of Addison will grant the rights to mount network equipment on city owned street lights, signal lights, utility poles, buildings, water towers, and other towers. The City of Addison and RedMoon will work together on obtaining access to non-city assets such as third-party owned assets, TXU, if necessary.
3. The City of Addison agrees to market RedMoon services to their constituents, guests, and commercial businesses. Examples of marketing efforts: Monthly marketing campaigns included in city invoices such as Water Bills.
4. The City of Addison agrees to post information concerning RedMoon's services on the Home Page of the City of Addison's website.
5. RedMoon will provide 10 free of charge monthly accounts to the city.
6. After a 12 month effort, if the revenues have not exceeded \$12,000 per month or if the Total Gross Revenues have decreased substantially than RedMoon reserves the right to make adjustments to the network. The adjustments can be adjustments to the equipment within the network and/or changes to the Pricing within the Subscription Model.



625 Digital, Suite 500  
Plano, Texas 75075  
Tel: 972.599.3900  
Fax: 972.599.1060  
redmoonbroadband.com

## Subscription Model

Subscription Plans	Price	Access	Price for Additional Minutes	Additional Information
<b>Annual and Monthly Plans</b>				
Annual Contract Unlimited Access	\$29.95 Per Month	Unlimited	N/A	12 month contract required. * Includes unlimited minutes and data transfer throughout the city of Addison.
Month-to-Month Unlimited Access	\$39.95 Per Month	Unlimited	N/A	Tern is month to month and is automatically renewed unless cancelled. * Includes unlimited minutes and data transfer throughout the city of Addison.
<b>Pre-Paid Plans</b>				
Daily Access	\$9.95	24 continuous Hours	N/A	No Minimum commitment. Expires 24 hours from first log-in or 120 days from date of purchase, whichever comes first. Subscriber can sign-up and/or refill online
Pay-As-You-Go	\$5.95	60 Minutes	\$0.10 Per Additional Minute	No term commitment. Minimum user session is 60 minutes per login.

## Technical Overview

The RedMoon/Tropos solution uses distributed, intelligent wireless network architecture. In addition to providing the functionality of basic Wi-Fi access points, each Tropos Wi-Fi cell is responsible for forwarding data back through the wireless network to the Wi-Fi gateways that connect into the wired network. The Tropos Wi-Fi cells achieve this by constantly monitoring the wireless transmissions between them and their neighbors and, based on this data, computing the optimal data path back to the wired network.

Tropos Wi-Fi cells are based on a standard hardware and software platform that benefits from ongoing technology developments and improvements to existing standards. For example, the core Tropos technology is radio independent, which allows Tropos to easily adapt to new unlicensed or licensed bands as they become available. Standard, commercially available antennas enable a broad range of deployment scenarios. Similarly, emerging security solutions are readily introduced as soon as they are incorporated into industry standards.

The RedMoon/Tropos proposed solution is a carrier class network based on the IEEE 802.11 networking standards. Users including visitors, students, and commuters working in, visiting or shopping in Addison can access a Tropos network with any Wi-Fi enabled devices including laptops, PDA's, VOIP phones and other Wi-Fi IP devices such as surveillance cameras and automated meter readers. There are literally hundreds of Wi-Fi clients on the market. Users can access the industry standard broadband network.

The City of Addison and RedMoon can define and make available any different number of service plans (e.g., free, pre-paid, guest passes, monthly subscribers, et cetera). The city can also determine what level of service (e.g., throughput speed, duration of access, amount of total bandwidth, et cetera) correlates to each type of subscriber/user.

Our solution is secured to the MAC level preventing any unauthorized access. It is our recommendation that the city issues Guest Passes for any "free access" in order to control who is on the network at any given time. The city can also control the amount of bandwidth and the length of services. In this way the city has control over the Revenue Stream that is created by the City-Wide Wireless Mobile Broadband Network.

The City of Addison and RedMoon can define what are termed as "Walled Gardens". Walled Gardens are landing pages that users can access prior to authentication. For example, when a user accesses the wireless service, they will (regardless of what site

their browser targets) be forced to the [www.Addison.gov](http://www.Addison.gov) site (or [www.asu.edu](http://www.asu.edu)) and be required to authenticate before progressing any further.

Many Cities are using broadband networks for economic development activities. The City of Philadelphia, for example, has provided free Wi-Fi coverage at Love Park, which has seen an immediate increase in interest, especially from the business standpoint. City-Wide Wireless Mobile Broadband Networks enhance the cities' reputation as a technology leader and provide consumers and businesses with affordable broadband service. By providing affordable service, citizens and businesses are more productive. Businesses are more innovative and provide additional services to the community. Broadband services can add incremental revenue for cities and businesses and can bridge the digital divide by providing consumers with service at a lower price than DSL or Cable and better service.

“Broadband Access” is becoming increasingly more important in today’s digital age. The RedMoon/Tropos solution will give the cities the advantage of providing access to the city employees as well as commercial and residential users.

Our solution will give Business users, who rely heavily on broadband data to remain competitive, an economical and easy way to obtain high-speed connections to their business. Residential users no longer have to rely on existing carriers to determine what areas will receive broadband; ACCESS is available to all.

Mobile broadband access will enable city employees the ability to access critical data in real-time field increasing productivity and improving city services.

The Tropos distributed intelligence architecture, the Tropos Sphere NOS and the Tropos Control EM combine to deliver the following benefits to the City of Addison:

### **Security**

Tropos leverages its Layer 3 intelligence to introduce extensions that permit only valid traffic from authorized users onto the network.

### **Increased bandwidth**

The wireless mobile broadband networks deliver throughput between 500 kbps and 5 Mbps.

### **Reduced cabling complexity and cost**

Network administrators can install Tropos Wi-Fi calls without re-wiring facilities. Installation requires nothing more than power, which is often readily available from street light photo sensors.

### **Easy setup**

Tropos Wi-Fi cells auto-discover the network. They continually monitor network state to optimize performance.

### **Rapid deployment**

RedMoon Broadband can install a system that is rapid to deploy, that is cost effective to install and operate, and that is truly scalable in metro areas. Network deployment from conception to completion, including site surveys, node installation, network configuration and testing, occurs in just a few short months. Small cities have been deployed in days.

### **Scalability**

The Tropos Networks architecture allows network operators to scale Wi-Fi to support arbitrarily large networks. Tropos predictive path optimization maintains performance as network size grows.

### **Reliability**

Tropos Networks introduces redundancy and fault-tolerance, with multiple routes and intelligent fail-over protection algorithms. The distributed intelligence of the Tropos Sphere NOS maximizes performance and availability.

### **Flexibility**

Tropos Networks' routing intelligence enables temporary networks for applications ranging from SWAT teams to special events.

### **Extensive network control**

The wireless-optimized Tropos Control element manager offers an advanced management console for full network visibility, reporting and control.

The City of Addison can segment the network such that city employees (and contractors) have a specific user experience and service level.

A City-Wide Wireless Mobile Broadband Network offers a combination of application-enabling bandwidth and carrier-class coverage, providing city personnel access to critical information previously not available in the field. City employees will have access to the tools in **REAL-TIME**, saving time, money, and **LIVES**.

Below are a few examples of applications:

- Voice Over Internet Protocol
- Mobility with Notebooks
- PDA's and other WiFi devices
- Video Surveillance

The network design is based upon providing the City of Addison a cooperative network including:

- **High Bandwidth** – RedMoon is proposing a wireless mobile broadband network that enhances wireless communications capabilities throughout the City. The wireless mobile broadband networks deliver throughput between 500 kbps and 5 Mbps. Bringing HIGH-SPEED WIRELESS capabilities to the outside mobile environment improves productivity, invokes the development of new field-oriented applications, and reductions in operation costs. High Bandwidth can support applications such as in-field report writing, submission and printing; in-field display of high-resolution mug shots and streaming video; in-field access to records management systems; in-field access to the Web and e-mail and other portable computing applications.
- **Highly Secure** – the system supports a multi-layer security model that includes WEP, MAC access controls lists, AES encryption of control and management traffic, proven compatibility with many VPNs including those from Cisco, Padcom and NetMotion, ESSID suppression and filtering based on MAC address, IP address and TCP port number.
- **Scalability** – Wireless link bandwidth is a finite resource. Any traffic used for control of the network takes away from the capacity available to user traffic. Traditional meshes maintain routes between all nodes in the network, using either link state or distance vector protocols. As a result, the routing tables and information exchanged between nodes grows proportionally to, or faster than, the size of the network. After the network reaches a certain size, the routing overhead dominates the wireless links, which takes away from bandwidth available to client traffic. By optimizing the client-server data path, Tropos Predictive Wireless Routing Protocol (PWRP) maintains constant routing overhead as number of network elements grows. Control traffic overhead will not exceed 5% of overall network bandwidth, independent of the size of the network. Therefore, a Tropos Wi-Fi cell

network can scale to arbitrarily large sizes. To accommodate this growth, Tropos Wi-Fi cells automatically discover each other and self-organize such that new cells can be integrated into the network without user intervention.

- **Carrier class reliability** – the proposed solution will deliver 99.99% availability on a 24/7 basis within the provided coverage area. The network design includes Wi-Fi cell technology supporting overlapping coverage, optimized routing, self-organizing Wi-Fi cells, automatic failure recovery, and an SNMP compliant Element Manager (EM).

### **What Makes Our Network Solution Unique**

The Wi-Fi cells automatically self-organize and determine the best RF path to the City of Addison's current network access points. These paths are continuously evaluated and altered, as needed. While the 1W units have the ability to broadcast approximately 1 mile on flat terrain, testing will need to be done to determine the exact coverage area achieved with each proposed pilot. Trees, foliage, buildings, and hilly terrain all affect the actual coverage area of a Wi-Fi cell. Also, the uplink in the car is the limiting factor. Mobile client Wi-Fi cards with external antennas broadcasting at 200mW produce better results than PCs commonly broadcasting at 30-100mW. Designing the network to optimally operate giving building density and foliage, we have estimated that 20 to 32 cells will be required for ubiquitous coverage. The pilots proposed are 12 cells or 22 cell pilots. Coverage will propagate indoors, but this varies greatly depending on building type. Tropos 3110 indoor units can expand the outdoor network into buildings, as desired.

Tropos 5110 Wi-Fi cells, once installed and powered, search for other Wi-Fi cells in the network and begin to create RF paths to the backhaul connections to the network. The system self-installs and creates dynamic route tables based upon the best RF path to your network. Ordinary 802.11 access points require backhaul to each access point. This is not the case with the RedMoon Broadband 802.11 network. Depending on throughput requirements, backhaul may be added to the network to increase overall bandwidth. In this way, the network separates coverage from capacity.

The Tropos Sphere Network Operating System constantly evaluates the network for best path routing using TCP/IP throughput. The network routes around any RF noise, temporary physical obstructions, and other interference, guaranteeing optimal performance, throughput and reliability.

## **Network Architecture Design**

RedMoon Broadband Networks has overcome the challenges of deploying Wi-Fi networks on a metro scale, making it possible for municipalities, public safety services and Internet service providers to deliver City-wide broadband coverage quickly, reliably, and economically.

The RedMoon Broadband solution uses distributed, intelligent wireless network architecture. In addition to providing the basic functionality of basic Wi-Fi access points, each Tropos Wi-Fi cell is responsible for forwarding data back through the wireless network to the Wi-Fi gateways that connect into the wired network. The Tropos Wi-Fi cells achieve this by constantly monitoring the wireless transmissions between them and their neighbors and, based on this data, computing the optimal data path back to the wired network.

Tropos Wi-Fi cells are based on a standard hardware and software platform that can benefit from ongoing technology developments and improvements to existing standards. For example, the core Tropos technology is radio independent, which allows Tropos to easily adapt to new unlicensed or licensed bands as they become available. Standard, commercially available antennas allow a broad range of deployment scenarios. Similarly, emerging security solutions are readily introduced as soon as they are incorporated into industry standards.

The intelligence that serves as the foundation for the solution is the Tropos Sphere NOS, a Layer 3 Network Operating System that runs on every Tropos Wi-Fi cell. Tropos Sphere NOS contains the key communications, path selection and security intelligence that allow the Wi-Fi cells to interoperate to form a cohesive wireless network. These functions are described in detail in later sections of this document.

## **Multi-layer Security**

The Tropos Sphere NOS has been designed from the outset to deliver the same security options that are available over traditional wired networks over the metro-scale wireless network. Specifically, this includes proven security solutions such as VPNs, Encryption, MAC Authentication, and Radius Authentication.

Advanced security features are available at several levels, allowing a security solution to be configured for every network operating environment.

## **Predictive Path Optimization**

Tropos Wi-Fi cells select the optimal paths of communication back to the wired gateway. These paths are based on various metrics designed to optimize the overall end-to-end quality of the wireless path, not just distance vectors.

### **Automatic Scalability**

Tropos Networks designed its routing algorithms from the ground up to be fully scalable from both a coverage and capacity perspective. Adding network capacity is as easy as connecting a backhaul link to any Wi-Fi cell on the network. The newly wired Wi-Fi cell then becomes a new-wired gateway on the network. The Tropos network seamlessly incorporates new gateways, automatically partitioning the network into clusters to intelligently distribute the additional capacity.

This adaptive clustering technique allows network owners to incrementally scale network capacity in direct response to changing usage needs and traffic patterns.

Importantly, network managers are not required to modify any existing network settings or topologies – the Tropos Network reconfiguration is seamless and automatic.

### **Self-Healing**

The Tropos Sphere NOS provides several levels of fail-over protection. If a link between active nodes becomes disrupted, the Wi-Fi cells identify the problem and automatically switch to an alternative path, effectively routing round the disruption. Individual Tropos Wi-Fi cells automatically detect the outage and the network reorganizes around the remaining backhaul points. Full service and connectivity is maintained. All Tropos network configurations are operationally redundant and self-healing. The redundancy operates in real time and is transparent to the end user.



# Addison Airport 2.4 GHz WiFi Deployment Proposal

## SUMMARY

The following proposal provides for deploying fifteen 2.4 GHz WiFi access points in a mesh topology encircling the Addison Airport.

## COVERAGE AREA

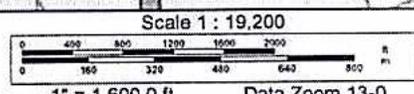
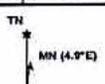
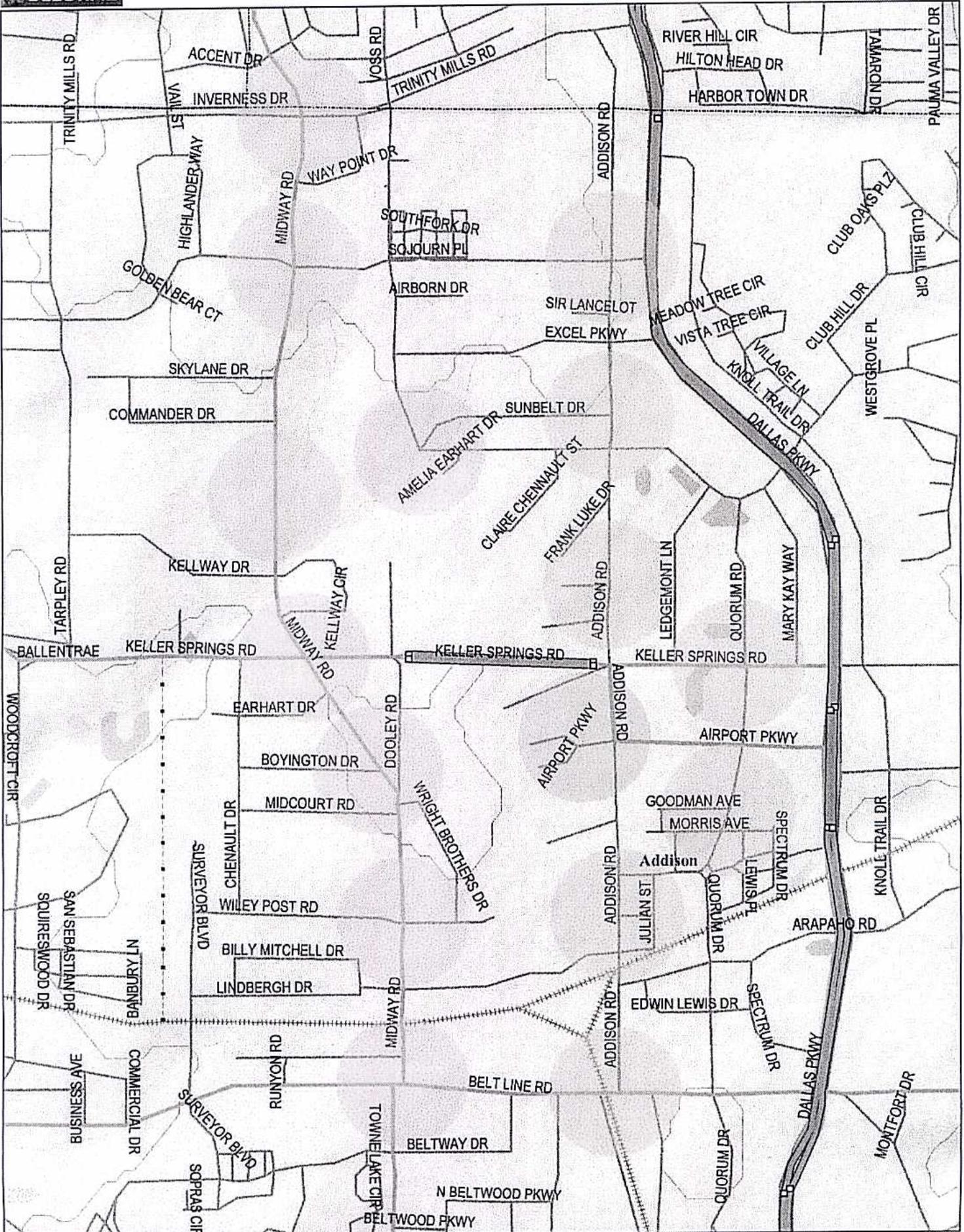
Approximate coverage area includes a 4 square mile area Trinity Mills Road to the north, Addison Road to the East, Beltline Road to the south, and Midway Road to the west. More than 2.5 miles from north to south and 1.5 miles from east to west are included in this proposed coverage area.

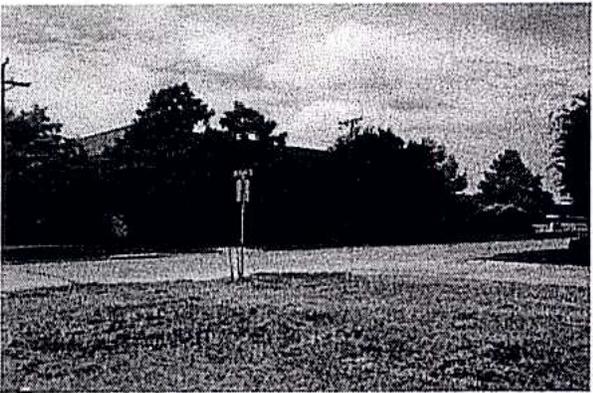
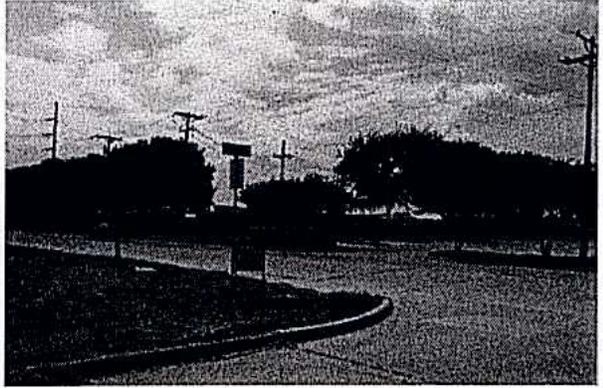
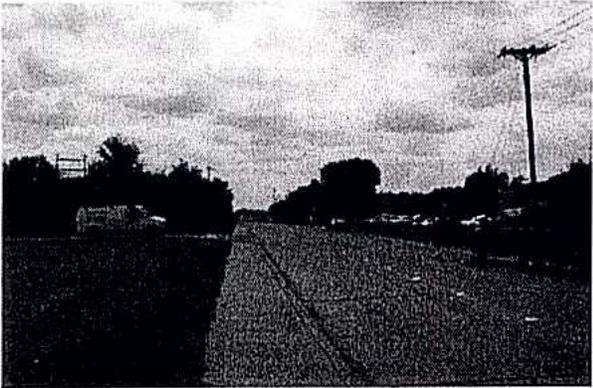
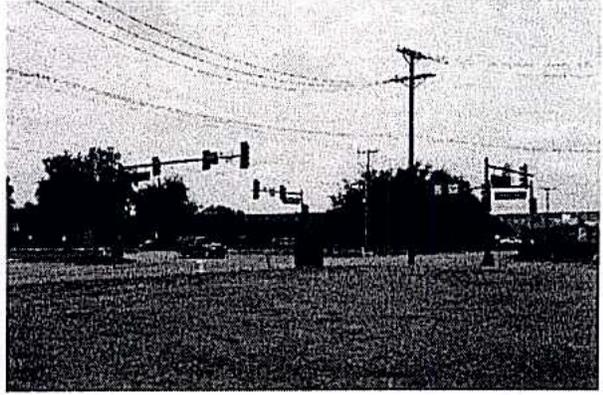
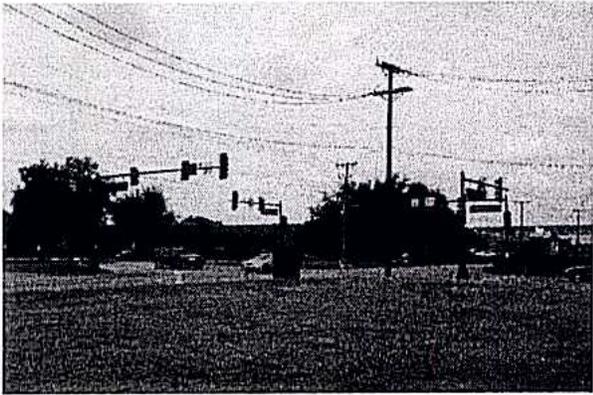
## DEPLOYMENT

Site survey has been performed on multiple locations and displayed on the attached map. The mesh network will be supported by a single Internet gateway access point located at the Township of Addison Court Building or Fire Station communication tower for backhaul. Locations will require power access. Traffic signal poles do not have street lights and will require access to power feed. Individual street lights and building rooftops are also an optional installation point. This deployment can be implemented in a phased approach. The gateway and five to six nodes could be turned up in the first phase with additional nodes added in future phases.

## FORWARD

Spectrum sweep should be performed in the proposed area. Detailed power supply considerations and configurations will need to be developed for each node. Gateway node access will need to be configured into the existing Addison Airport network.





**Right-of-Way License and Municipal Facilities Use Agreement Between the Town of Addison, Texas and RedMoon Broadband, Inc allowing City-Wide Deployment of Wi-Fi Broadband.**

This Right-of-Way License and Municipal Facilities Use Agreement (“License Agreement”) is entered into by and between the Town of Addison, a Texas municipal corporation (the “City”), and RedMoon Broadband, Inc., a Delaware corporation (“RedMoon”) (sometimes referred to herein together as the "parties" and individually as a "party").

**Recitals**

A. RedMoon, whose principal office is located at \_\_\_\_\_, owns, maintains, and operates, in accordance with regulations promulgated by the Federal Communications Commission, a wireless broadband digital data communications radio network, popularly known as “Wi-Fi”, utilizing Radios (as defined in Section 1.13 of this Agreement) and related equipment certified by the Federal Communications Commission.

B. For purpose of operating Wi-Fi, RedMoon wishes to locate, place, attach, install, operate, and maintain Radios in the Municipal Rights-of-Way and Easements (as defined in Section 1.10 below) on Municipal Facilities (as defined in Section 1.9 below), as well as on facilities owned by third parties therein as described in Exhibit B, attached hereto.

**Agreement**

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following covenants, terms, and conditions:

RedMoon agrees it shall provide Services, as defined herein, to the entire City within 120 days of the execution of this License Agreement, as described in Exhibit B, attached hereto, and in accordance with the terms of this License Agreement.

**1 DEFINITIONS.** The following definitions shall apply generally to the provisions of this License Agreement:

**1.1 Abandoned.** “Abandoned” or "abandonment" shall refer to any Radio installed on a Municipal Facility that has been left by RedMoon in an unused or non-functioning condition for more than one hundred and twenty (120) consecutive days, unless

RedMoon shall establish to the reasonable satisfaction of the City that the Radio(s) in question has(have) continued viability at its(their) location(s).

**1.2** *Adjusted Gross Revenues.* “Adjusted Gross Revenues” means the gross dollar amount received by RedMoon for its Services (as defined in Section 1.15 below) provided to subscribers of the Services with billing addresses or with subscriber access points in the City, excluding (i) the Right-of-Way Fee, if any, payable pursuant to Section 4.1 *et seq.* below and any utility users’ tax, communications tax, or similar tax or fee; (ii) local, state, or federal taxes that have been billed to the subscribers and separately stated on subscribers’ bills; and (iii) revenue uncollectible from subscribers (*i.e.*, bad debts) with billing addresses in the City that was previously included in Adjusted Gross Revenues.

**1.3** *Agency.* “Agency” means any governmental or quasi-governmental agency other than the City, including the Federal Communications Commission and the Public Utility Commission of Texas (PUC) (as such term is defined in Section 1.12 below).

**1.4** *City.* “City” means the Town of Addison, Texas.

**1.5** *Fee.* “Fee” means any assessment, license, charge, fee, imposition, tax, or levy of general application to entities doing business in the City lawfully imposed by any governmental body.

**1.6** *Installation Date.* “Installation Date” shall mean the date that the first Radio is installed by RedMoon pursuant to this License Agreement.

**1.7** *Laws.* “Laws” means any and all statutes, constitutions, laws, ordinances, resolutions, regulations, standards, codes, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the City or other governmental entity or agency having joint or several jurisdiction over the parties to this License Agreement or either of them, and all subsequent amendments thereto, as may be in effect either as of the Effective Date or at any time during the presence of Radios in the Municipal Rights-of-Way and Easements or during the term of this Agreement.

**1.8 License Agreement.** “License Agreement” means this nonexclusive License Agreement.

**1.9 Municipal Facilities.** “Municipal Facilities” means City-owned street light poles, traffic signal poles, lighting fixtures, or other City-owned structures located within the Municipal Rights-of-Way and Easements and may refer to such facilities in the singular or plural, as appropriate to the context in which used. Such term expressly excludes those facilities designated by the City as being excluded in accordance with section 3.8 herein as not being Municipal Facilities for purposes of the License Agreement.

**1.10 Municipal Rights-of-Way and Easements.** “Municipal Rights-of-Way and Easements” means the space in, upon, above, along, across, and over the public streets, roads, and alleys, including all dedicated public utility easements as the same now or may hereafter exist, that are owned by the City.

**1.11 Person.** “Person” means an individual, a corporation, a limited liability company, a general or limited partnership, a sole proprietorship, a joint venture, a business trust, or any other form of business entity or association.

**1.12 PUC** “PUC” means the Public Utility Commission of Texas.

**1.13 Radio.** “Radio” means the radio equipment, whether referred to singly or collectively, to be installed and operated by RedMoon hereunder as a sending or receiving device, or both, for Wi-Fi and fixed wireless, and described in the attached appendix to this License Agreement. No Radio shall exceed 9 inches in height, 7 inches in depth, 13 inches in width without express written permission of the City. No other sort of equipment or facilities, telecommunications or otherwise, shall be deemed included in the term Radio.

**1.14 RedMoon.** “RedMoon” means RedMoon, Inc., a corporation duly organized and existing under the laws of the State of Delaware, and its lawful successors, assigns, and transferees.

**1.15 Services.** “Services” means only the wire-less broadband communication services provided through Wi-Fi or fixed wireless by RedMoon, which services consist principally of high speed wireless Internet access connectivity; provided, however, that “Services” shall not be construed, interpreted or applied to authorize either any telecommunication service, whether a certificate is required by the PUC or not, or video programming or cable television services as defined in either state or federal law or any other services.

**1.16 Wi-Fi.** Wi-Fi means a wireless microcellular digital radio-based broadband communications network owned and operated by RedMoon.

**2 TERM.** This License Agreement shall be effective as of the day of adoption by the City Council (“Effective Date”) and shall extend for a term of five (5) years commencing on the Effective Date, subject only to the formal acceptance and execution by RedMoon, unless it is earlier terminated by either party in accordance with the provisions herein. However, if at any point RedMoon expands its services beyond the definition of Services in Section 1.15 of this License Agreement, it must notify the City of such plans prior to the implementation of the new Services and negotiate in good faith with the City any necessary amendments to this License Agreement or required franchise or other consents from the City to avoid interruption of the Services; provided, however, that the City's consent to or approval of any such amendment or franchise or other consent shall be in writing and subject to the City's sole and absolute discretion.

**3 SCOPE OF LICENSE AGREEMENT.** Any and all rights expressly granted to RedMoon under this License Agreement, which shall be exercised at RedMoon’s sole cost and expense, shall be subject to all Laws, the prior and continuing right of the City under applicable Laws to use any and all parts of the Municipal Rights-of-Way and Easements exclusively or concurrently with any other Person or Persons or Agency or Agencies and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which affect or may affect the Municipal Rights-of-Way and Easements. Nothing in this License Agreement shall, or shall be deemed to, grant, convey, create, or vest in RedMoon a real property interest in land of any nature whatsoever, including any fee, leasehold interest, or easement. Any work performed pursuant to the rights granted under this License Agreement shall be subject to the reasonable prior review and approval of the City. Further, RedMoon shall

abide by and conform to the provisions of any relevant City ordinances or other Laws governing or regarding the use and/or occupancy of the Municipal Rights-of-Way and Easements or the Services, and this License Agreement shall be interpreted in a manner to conform to the requirements of such City ordinances or other Laws .

**3.1 Attachment to Municipal Facilities.** Subject to the provisions of Section 3.5 and all other terms and conditions of this License Agreement, and to consultation with and approval of the City’s Public Works Director and the General Services Director, as to placement or location of Radios or other facilities on or within Municipal Facilities, the City hereby authorizes and permits RedMoon to enter upon the Municipal Rights-of-Way and Easements and to locate, place, attach, install, operate, maintain, remove, reattach, reinstall, relocate, and replace Radios in or on Municipal Facilities for the sole purposes of operating Wi-Fi and providing Services. In addition, subject to approval by the City’s Public Works Director and the General Services Director and the provisions of Section 4.2 below, RedMoon shall have the right to draw electricity for the operation of the Radios from the power source associated with each such attachment to Municipal Facilities and compensate the City for the use of such power in addition to any other fees or charges imposed by this License Agreement or by other City ordinances or other Laws, unless payment is made directly to the electric power provider. This License Agreement assumes that there will be no more than two Radio devices per pole; however, in the event that additional Radio devices are required on a pole for the effective operation of the Wi-Fi system, City approval will not be unreasonably withheld, taking into due consideration public health, safety and welfare, and any aesthetic effect and any obtrusiveness of the Radios which may affect property values (as determined by the City). All work on Municipal Facilities shall be performed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

**3.2 Attachment to Third-Party Property.** Subject to obtaining the permission of the owner(s) of the affected property, the City hereby authorizes and permits RedMoon to enter upon the Municipal Rights-of-Way and Easements and to attach, install, operate, maintain, remove, reattach, reinstall, relocate, and replace such number of Radios in or on poles or other structures owned by public utility companies or other property owners and

lawfully (or with the written consent of the City) located within the Municipal Rights-of-Way and Easements (the "Third-Party Property") as may be permitted by the public utility company or property owner, as the case may be. Upon request, RedMoon shall furnish to the City documentation of such permission from the individual utility or property owner responsible. City agrees to provide to RedMoon, at no cost or expense to the City, such information as RedMoon may reasonably require in the course of obtaining where necessary the consents of third-party owners of property located in the Municipal Rights-of-way and Easements, provided such information is not privileged, proprietary or protected by law or agreement from disclosure.

**3.3 No Interference.** RedMoon in the performance and exercise of its rights and obligations under this License Agreement shall not interfere in any manner with the existence, maintenance, repair, replacement, enlargement, use, or operation, or termination of use or operation, of any and all public and private rights-of-way, sanitary sewers, water mains, storm drains, gas mains, poles, traffic signal equipment, aerial and underground electrical and telephone wires, cable television, and other telecommunications, utility, or municipal property, and including all facilities, equipment, and appurtenances related to any of the foregoing, without the express written approval of the owner or owners of the affected property or properties, except as permitted by applicable Laws or this License Agreement. Such non-interference by RedMoon shall include but not be limited to non-interference with other Wi-Fi operators or users in the City, or other radio-based City uses (such as for water meter reading, or for traffic signal controls), whether public or private. RedMoon will correct any interference problems attributed to its equipment, facilities, or operations with forty eight (48) hours of notification by the City; provided, however, that in cases of emergency or immediate threat to public safety, as determined in the sole discretion of the City, the City may shut down any RedMoon equipment, facilities, or operations and shall immediately notify RedMoon of the action.

**3.4 Compliance with Laws.** RedMoon shall comply with and be subject to all applicable Laws in the exercise and performance of its rights and obligations under this License Agreement.

**3.5 Obtaining Required Permits.** If the attachment, installation, operation, maintenance, or location of the Radios in the Municipal Rights-of-Way and Easements shall require any City, PUC, State or Federal permits, RedMoon shall, if required under applicable Laws and/or City ordinances, apply for the appropriate permits and pay any standard and customary permit fees. City shall promptly respond in accordance with its standard practices to RedMoon's requests for permits and shall otherwise cooperate with RedMoon in facilitating the deployment of Wi-Fi in the Municipal Rights-of-Way and Easements in a reasonable and timely manner. RedMoon agrees to meet with the City annually to discuss the company's forthcoming projects and installations.

**3.6 Location of Radios.** After RedMoon's review of available street light maps, which City agrees to provide when reasonably available to the City, and prior to installation, placement, or deployment of the Radios, RedMoon shall furnish to the City a pole list and map (at appropriate scale) showing the proposed locations of RedMoon's planned initial installation of Radios (the "Facilities Map"). The City shall have fourteen (14) days following receipt of the Facilities Map to either approve, reject, or modify the same. RedMoon may not begin installation, placement, or deployment of the Radios until the Facilities Map has been approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed. Following completion of the initial installation, RedMoon shall promptly furnish to the City an updated Facilities Map showing the exact location of all Radios in the Municipal Rights-of-Way and Easements; provided, however, RedMoon shall not, without the prior written consent of the City, install or place a Radio at a location within the Municipal Rights-of-Way and Easements which is not shown on and included within the Facilities Map. RedMoon shall provide to the City supplemental documentation showing the relocation, removal and/or abandonment of existing Radios or the installation of new Radios within thirty (30) days of their relocation, removal, abandonment, or installation, as the case may be. This License Agreement shall allow RedMoon to install not more than sixty (60) Radios in the Municipal Rights-of-Way and Easements, which number may be increased only upon prior written approval by the City.

**3.7 License Agreement Extends Only to Installation of Radios.** The rights granted RedMoon under this License Agreement extend only to the installation of the Radios on Municipal Facilities in the manner described herein or on Third-Party Property in the manner provided in Section 3.2, and does not create any right to install different or additional communications or other facilities in the Municipal Rights-of-Way and Easements or on Municipal Facilities or on Third-Party Property. Under no circumstances is the closing, excavation or opening of any Municipal Rights-of-Way and Easements authorized or permitted to be performed by RedMoon, its representatives, agents or contractors under this License Agreement. Should RedMoon decide to undertake an additional or different Services from those described under Section 1.15, or which requires a use of the Municipal Rights-of-Way and Easements other than for the location of Radios, then RedMoon will notify the City of this change or addition as soon as is practical, but no later than when the decision is made to proceed with the change or addition, and any such change or addition is and shall be subject to the terms and conditions of this License Agreement and to the prior written consent and approval of the City.

**3.8 Exclusion of Certain Municipal Facilities.** Prior to or after RedMoon furnishes the City with its initial Facilities Map, the City may in its sole discretion designate certain Municipal Facilities to be excluded from Municipal Facilities on which Radios may be installed by RedMoon, including, but not limited to, ornamental or similar specially-designed street lights, or other Municipal Facilities which in the reasonable judgment of the City Engineer do not have electrical service adequate or appropriate for RedMoon's Radios or cannot safely bear the weight or wind loading caused by the presence of RedMoon's Radios or would be rendered unsafe or unstable by the installation of a Radio.

**3.9 Engineer's Certification.** At the time of execution of this License Agreement RedMoon shall provide the City and attach to this License Agreement as Exhibits hereto a certified wind loading study and a certified attachment detail showing typical installation for the Radios, each of which shall be certified by a registered Professional

Engineer, subject to review and approval of the City Engineer in accordance with the applicable engineering principals, as they may be determined by the City Engineer.

**4 COMPENSATION; UTILITY CHARGES.** RedMoon shall be solely responsible for the payment of all lawful Fees in connection with RedMoon's performance under this License Agreement, including those set forth below.

**4.1 Monthly Municipal Rights-of-Way Use Rental Fee and Municipal Facility Use Fee.** In order to compensate the City for RedMoon's entry upon and the use and deployment of its Radios and related equipment within the Municipal Rights-of-Way and placement of its Radios and related equipment on the Municipal Facilities, which the parties acknowledge are valuable properties, acquired and maintained at the public expense, which RedMoon could not otherwise acquire without substantial expense, RedMoon shall pay to the City a monthly fee (the "Municipal Rights-of-Way Use Rental Fee and Municipal Facility Use Fee") as described in and in accordance with the terms of Exhibit A, attached hereto and incorporated herein.

**4.2 Electricity Charges.** RedMoon shall be solely responsible for the payment of all electrical utility charges to the applicable utility company based upon the Radios' usage of electricity and applicable tariffs. RedMoon shall provide the City with documentation sufficient to demonstrate that it has established an unmetered rate for the consumption of electricity by the Radio(s) with the appropriate electricity distributor and/or supplier, as the case may be, to provide for its payment for the use of unmetered electricity to operate the Radio(s).

**5 REMOVAL AND RELOCATION OF RADIOS.** RedMoon understands and acknowledges that City may require RedMoon to remove or relocate one or more of its Radios from specific Municipal Rights-of-Way and Easements and Municipal Facilities, and RedMoon shall at City's direction remove or relocate such Radios at RedMoon's sole cost and expense, whenever City reasonably determines that the relocation is needed for any of the following purposes: (a) if required for the construction, completion, repair, relocation, or maintenance of, or use in connection with, a City project; (b) because the Radio has been Abandoned; (c) because the Radio is interfering with or adversely affecting proper operation of City -owned light poles,

traffic signals, or other Municipal Facilities or other City property; (d) to protect or preserve the public health or safety or welfare; or (e) upon the expiration or termination of this License Agreement. In any such case, City shall use reasonable efforts to afford RedMoon a reasonably equivalent alternate location. If RedMoon shall fail to remove or relocate any Radios as requested by the City within a reasonable time under the circumstances in accordance with the foregoing provision, but in any event not to exceed thirty (30) days, City shall be entitled to remove or relocate the Radios at RedMoon's sole cost and expense, without further notice to RedMoon, and RedMoon shall, within thirty (30) days following issuance of invoice to same, reimburse the City for its expenses incurred in the removal, relocation and disposal of the Radios. The provisions of this Section 5 and its further subsections shall survive the expiration or earlier termination of this License Agreement or renewal thereof.

**5.1 Relocations at RedMoon's Request.** In the event RedMoon desires to relocate any Radios from one Municipal Facility to another, RedMoon shall so advise City. City will use its reasonable efforts to accommodate RedMoon by making another reasonably equivalent Municipal Facility available for use in accordance with and subject to the terms and conditions of this License Agreement.

**5.2 Damage to Municipal Rights-of-Way and Easements or Municipal Facilities.** Whenever the installation, placement, attachment, repair, removal, operation, use, or relocation of Radios is required or permitted under this License Agreement, and such installation, placement, attachment, repair, removal, operation, use, or relocation shall cause the Municipal Rights-of-Way and Easements or Municipal Facilities to be damaged or to have been altered in such a manner as to make them unusable, unsafe, or in violation of electrical or other codes or other applicable Law, RedMoon, at its sole cost and expense, shall promptly repair and return the Municipal Rights-of-Way and Easements and Municipal Facilities in or on which the Radios are located to their original condition, as solely determined by the City, and in accordance with applicable Laws, normal wear and tear excepted. If RedMoon does not repair the Municipal Rights-of-Way and Easements and Municipal Facilities as just described, then the City shall have the option, upon fifteen (15) days' prior written notice to RedMoon, to perform or cause to be performed such reasonable and necessary work on behalf of RedMoon and to

charge RedMoon for the proposed costs to be incurred or the actual costs incurred by the City with respect to such work. Upon the receipt of a demand for payment by the City, RedMoon shall within thirty (30) days reimburse the City for such costs.

## **6 INDEMNIFICATION AND WAIVER.**

(a) IN CONSIDERATION OF THE GRANTING OF THIS LICENSE AGREEMENT, REDMOON AGREES TO AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN OF ADDISON, TEXAS, ITS OFFICERS, AGENTS AND EMPLOYEES (EACH AN "INDEMNITEE") FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, JUDGMENTS, LIABILITIES, PENALTIES, FINES, EXPENSES, FEES AND COSTS (INCLUDING REASONABLE ATTORNEY'S FEES AND OTHER COSTS OF DEFENSE), AND DAMAGES (TOGETHER, "DAMAGES") ARISING OUT OF OR IN CONNECTION WITH (A) REDMOON'S PERFORMANCE OF THIS LICENSE AGREEMENT, (B) THE USE OF THE MUNICIPAL RIGHTS-OF-WAY AND EASEMENTS AND MUNICIPAL FACILITIES BY REDMOON, ITS OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, CONTRACTORS, SUBCONTRACTORS, ASSOCIATES, OR INVITEES, OR ANY PERSON FOR WHOM REDMOON IS LEGALLY LIABLE ("REDMOON PARTIES") IN CONNECTION WITH THIS LICENSE AGREEMENT, (C) THE CONDUCT OF REDMOON'S BUSINESS OR ANYTHING ELSE DONE OR PERMITTED BY REDMOON TO BE DONE IN OR ABOUT THE MUNICIPAL RIGHTS-OF-WAY AND EASEMENTS AND MUNICIPAL FACILITIES, (D) ANY BREACH OR DEFAULT IN THE PERFORMANCE OF REDMOON'S OBLIGATIONS UNDER THIS LICENSE AGREEMENT, (E) ANY MISREPRESENTATION OR BREACH OF WARRANTY BY REDMOON UNDER THIS LICENSE AGREEMENT, AND (E) WITHOUT LIMITING ANY OF THE FOREGOING, ANY ACT OR OMISSION OF REDMOON OR ANY OF REDMOON PARTIES UNDER, RELATED TO, OR IN CONNECTION WITH, THIS LICENSE AGREEMENT, INCLUDING DAMAGES CAUSED BY THE INDEMNITEE'S OWN

NEGLIGENCE, OR GROSS NEGLIGENCE, OR CONDUCT THAT MAY OR DOES EXPOSE AN INDEMNITEE TO STRICT LIABILITY UNDER ANY LEGAL THEORY, EXCEPT AS SPECIFICALLY LIMITED HEREIN.

(b) With respect to RedMoon's indemnity obligation set forth in subsection (a), RedMoon shall have no duty to indemnify an Indemnitee for any Damages caused by the sole negligence of the Indemnitee, OR SOLE GROSS NEGLIGENCE OF THE INDEMNITEE, OR SOLE CONDUCT OF THE INDEMNITEE THAT MAY OR DOES EXPOSE THE INDEMNITEE TO STRICT LIABILITY UNDER ANY LEGAL THEORY.

(c) With respect to RedMoon's duty to defend set forth herein in subsection (a), RedMoon shall have the duty, at its sole cost and expense, through counsel of its choice, to litigate, defend, settle or otherwise attempt to resolve any claim, lawsuit, cause of action, or judgment arising out of or in connection with this License Agreement; provided however, that the City shall have the right to approve the selection of counsel by RedMoon and to reject RedMoon's selection of counsel and to select counsel of the City's own choosing, in which instance RedMoon shall be obligated to pay reasonable attorney fees and the expenses associated thereto. The City agrees that it will not unreasonably withhold approval of counsel selected by RedMoon, and further, the City agrees to act reasonably in the selection of counsel of its own choosing..

(d) In the event that RedMoon fails or refuses to provide a defense to any claim, lawsuit, judgment, or cause of action arising out of or in connection with this License Agreement, the City shall have the right to undertake the defense, compromise, or settlement of any such claim, lawsuit, judgment, or cause of action, through counsel of its own choice, on behalf of and for the account of, and at the risk of RedMoon, and RedMoon shall be obligated to pay the reasonable and necessary costs, expenses and attorneys' fees incurred by the City in connection with handling the prosecution or defense and any appeal(s) related to such claim, lawsuit, judgment, or cause of action.

(e) The defense, indemnity, and hold harmless obligations set forth in this Section or elsewhere in this License Agreement shall survive the expiration, termination, or cancellation of this License Agreement.

**6.1 Waiver of Claims.** RedMoon waives any and all claims, demands, causes of action, and rights it may assert against the City, its officials, officers, employees, representatives, and agents on account of any loss, damage, or injury to any Radio or any loss or degradation of the Services or loss of any business (including loss of profits) as a result of any event or occurrence which is beyond the reasonable control of the City. Without limiting the foregoing, actions or omissions by Persons other than the City or its officials, officers, employees, and agents shall be deemed beyond the reasonable control of the City.

**6.2 Limitation of City's Liability.** The City, its officials, officers, employees, and agents shall be liable only as allowed by law and where subject to liability by law, such liability shall be limited solely to the cost of repair to damaged Radios arising from the negligence or willful misconduct of City, its officials, officers, employees, agents, or contractors.

**6.3 Bond or Other Security**

**6.3.1** Prior to the commencement of any work under this License Agreement, RedMoon shall furnish or cause to be furnished and shall thereafter keep enforced to and in favor of the Town of Addison, Texas a good and sufficient bond, ("Performance and Surety Bond"), in the amount of Ten Thousand and No/100 Dollars (\$10,000.00), or such other comparable security instrument as may be approved by the City Attorney, to secure the faithful performance by RedMoon of all of the work, construction, installation, and removals required to be performed by RedMoon under this License Agreement, and payment of all Municipal Rights-of-Way and Easements Fees and Annual Fees as delineated in Section 4 of this License Agreement, within the time periods set forth hereunder.

**6.3.2** Before the surety is required to perform under the Performance and Surety Bond or before any sums are withdrawn from other security, the City shall give written notice to RedMoon:

- a) describing the act, default or failure to be remedied, or the damages, cost or expenses which the City has incurred by reason of RedMoon's act or default;
- b) providing a reasonable opportunity as determined by the City and as set forth in the written notice for RedMoon to remedy the existing or ongoing default or failure, if applicable (for purposes hereof, a period of thirty (30) days shall be considered a reasonable opportunity to cure any default or failure, provided, however, that if the reason for the notice is the failure to provide a replacement bond at least fourteen (14) days prior to the expiration of a bond, a notice of seven (7) days shall be deemed reasonable and sufficient);
- c) providing a reasonable opportunity for RedMoon to pay any monies due the City before the City withdraws the amount from the Performance and Surety Bond or other security, if applicable; and
- d) stating that RedMoon will be given an opportunity to review the act, default, or failure described in the notice with the City Manager or the City Manager's designee;

.Notwithstanding the foregoing, the City shall have the right, in cases of emergency or immediate threat to public safety as determined in the sole discretion of the City, to abate any danger or threat from the operation of the Radios or other equipment of RedMoon, in accordance with Section 3.3 of this License Agreement (and including the shut down by the City of any RedMoon equipment, facilities, or operations).

**6.3.3** RedMoon shall replenish the Performance and Surety Bond or other security within fourteen (14) days after written notice from the City that there is a deficiency in the amount of the bond or security; provided, however, that this

provision does and shall not relieve RedMoon from maintaining the Performance and Surety Bond and keeping it in full force and effect at all times during this License Agreement .

**7 INSURANCE.** RedMoon shall obtain and maintain at all times during the term of this License Agreement Commercial General Liability insurance (including without limitation contractual liability covering, but not limited to, the indemnification provisions of this License Agreement) and Commercial Automobile Liability insurance protecting RedMoon in an amount not less than One Million Dollars (\$1,000,000) per occurrence (combined single limit), including bodily injury or death and property damage or destruction , and in an amount not less than Two Million Dollars (\$2,000,000) annual aggregate for each personal injury liability and products-completed operations. The Commercial General Liability insurance policy shall name the City, its council members, officers, and employees as additional insureds as respects any covered liability arising out of any act or omission of RedMoon under this License Agreement. Coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. Claims-made policies are not acceptable. Such insurance shall not be canceled, nor shall the occurrence or aggregate limits set forth above be reduced, until the City has received at least thirty (30) days' advance written notice of such cancellation or change. RedMoon shall be responsible for notifying the City of such change or cancellation. All such insurance shall contain a waiver of subrogation endorsement in favor of the City. The City reserves the right to review the insurance requirements contained herein and to adjust coverages and limits when deemed necessary and prudent by the City.

**7.1 Filing of Certificates and Endorsements.** Prior to the commencement of any work pursuant to this License Agreement, RedMoon shall file with the City the required original certificate(s) of insurance with endorsements, which shall state the following:

- a. the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts;
- b. that the City shall receive at least thirty (30) days' prior notice of cancellation or material modification;

- c. that RedMoon's Commercial General Liability insurance policy is primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance; and
- d. that RedMoon's Commercial General Liability insurance policy waives any right of recovery the insurance company may have against the City.

The certificate(s) of insurance with endorsements and notices shall be mailed to the City at the address specified in Section 8 below.

**7.2 Workers' Compensation Insurance.** RedMoon shall obtain and maintain at all times during the term of this License Agreement statutory workers' compensation and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000) and shall furnish the City with a certificate showing proof of such coverage.

**7.3 Insurer Criteria.** Any insurance provider of RedMoon shall be admitted and authorized to do business in the State of Texas and shall carry a minimum rating assigned by *A.M. Best & Company's Key Rating Guide* of "A" Overall and a Financial Size Category of "X" (*i.e.*, a size of \$500,000,000 to \$750,000,000 based on capital, surplus, and conditional reserves). Insurance policies and certificates issued by non-admitted insurance companies are not acceptable.

**7.4 Severability of Interest.** Any deductibles or self-insured retentions must be stated on the certificate(s) of insurance, which shall be sent to and approved by the City. "Severability of interest" or "separation of insureds" clauses shall be made a part of the Commercial General Liability and Commercial Automobile Liability policies.

**8 NOTICES.** All notices which shall or may be given pursuant to this License Agreement shall be in writing and delivered personally or transmitted (a) through the United States mail, by registered or certified mail, postage prepaid; (b) by means of prepaid overnight delivery service; or (c) by facsimile or email transmission, if a hard copy of the same is immediately followed by delivery through the U. S. mail (registered or certified, postage prepaid) or by overnight delivery service as just described, addressed as follows:

*if to the City:*

**TOWN OF ADDISON**  
Attn: [Hamid Khaleghipour]  
[16801 Westgrove DR.]  
Addison, Texas [75001]

*if to RedMoon:*

**REDMOON, INC.**  
Attn: [NAME OF CONTACT]  
[ADDRESS]

**8.1 Date of Notices; Changing Notice Address.** Notices shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the mail, or the next business day in the case of facsimile, email, or overnight delivery. Either party may from time to time designate any other address for this purpose by written notice to the other party delivered in the manner set forth above.

**9 TERMINATION.** This License Agreement may be terminated by either party upon forty five (45) days' prior written notice to the other party upon a default of any material covenant or term hereof by the other party, which default is not cured within forty-five (45) days of receipt of written notice of default (or, if such default is not curable within forty-five (45) days, as reasonably determined by the City in its sole discretion, if the defaulting party commences such cure within forty-five (45) days but fails thereafter diligently to prosecute such cure to completion), provided that the grace period for any monetary default (including the failure to timely pay any Fees or compensation hereunder, or the failure to keep the Performance and Surety Bond, or the failure to maintain and keep in full force and effect the insurance set forth herein) shall be ten (10) days from receipt of notice. Notwithstanding the provisions regarding the opportunity to cure defaults, the City may terminate this License Agreement without notice and an opportunity to cure (except as provided hereinafter) if (a) RedMoon becomes insolvent, unable or unwilling to pay its debts, or adjudged bankrupt; (b) RedMoon Abandons its Radios and does not effectuate a cure within forty five (45) days of receipt of written notice from the City; (c) RedMoon attempts to or does practice any fraud or deceit in its conduct or relations with the City under this License Agreement; or (d) the City condemns substantially all of the property of RedMoon within the City by lawful exercise of eminent domain, in which case the

parties shall, for a period of at least one hundred eighty (180) days, negotiate in good faith the possible relocation options for the Radios prior to the City's ability to terminate this License Agreement. Upon the expiration or earlier termination of this License Agreement, RedMoon shall promptly (but in any event not less than 30 days thereafter) remove from the Rights of Way all of its Radios or other property; in the event RedMoon fails to remove the same, the City shall have the right to remove the same at RedMoon's cost, and the City shall not be liable for any damage to such property resulting from such removal. RedMoon shall promptly reimburse the City for all cost of removal upon presentment of an invoice. The provisions of this Section 9 shall survive the expiration or earlier termination of this License Agreement or renewal thereof.

**10 ASSIGNMENT.** RedMoon shall not, and shall have no power or authority, to assign, sell, pledge, transfer, or otherwise convey (together "assign" or "assignment") this License Agreement, in whole or in part, without the express written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed. RedMoon shall not and shall have no power or authority to assign, whether to an affiliate or otherwise, all or any portion of its rights, duties, or obligations hereunder without first obtaining a written agreement from each such assignee, in form and content satisfactory to the City, whereby each assignee agrees to be bound by the terms and provisions of this License Agreement. Notwithstanding the foregoing, the transfer of the rights and obligations of RedMoon hereunder to an affiliate of RedMoon shall not be deemed an assignment for the purposes of this License Agreement, provided, however, that RedMoon shall promptly notify the City of such assignment. For purposes of this License Agreement, the term "affiliate" means a corporate parent of RedMoon which controls RedMoon (such as owning more than 50% of the shares of common stock of RedMoon), a partnership or joint venture in which RedMoon owns an interest of more than 50% and control the same, or a subsidiary entity of RedMoon in which RedMoon owns an interest of more than 50% and controls the same. For purposes hereof, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities or partnership interests, by contract, or otherwise.. Notwithstanding the above or any other provision of this License Agreement, any assignment by RedMoon, whether to an affiliate or otherwise, shall not and does not release RedMoon from its obligations, duties, and liabilities hereunder unless expressly agreed to in writing by the City.

If consent by the City to an assignment is required hereunder, RedMoon shall request, in writing, the City's consent to a proposed transfer and such request must include: (i) the name of the proposed assignee; (ii) the nature and character of the assignee's business; (iii) the term, use, rate, and all other material terms of the proposed assignment; and (iv) audited financial statements or other evidence of the proposed assignee's assets, liabilities, net cash flow, operating history, and other evidence the City may reasonably request to evaluate the financial capacity of the proposed assignee to perform its obligations.

**11 MISCELLANEOUS PROVISIONS.** The provisions which follow shall apply generally to the obligations of the parties under this License Agreement.

**11.1 Nonexclusive Use.** RedMoon understands that this License Agreement does not provide RedMoon with exclusive use of the Municipal Rights-of-Way and Easements or any Municipal Facility and that City shall have the right to permit other providers of Wi-Fi, other wire-less broadband communication service providers, and other users of the Municipal Rights-of-Way and Easements or any Municipal Facility to install, use and operate equipment or devices in the Municipal Rights-of-Way and Easements and on Municipal Facilities in the City's lawful discretion.

**11.2 Waiver of Breach.** The waiver by either party of any breach or violation of any provision of this License Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this License Agreement. The City will not be deemed to have waived any of right of the City or RedMoon's breach or default of any obligation under this License Agreement, unless the City delivers a signed writing, addressed to RedMoon explicitly relinquishing that right, breach or default. No custom or practice arising during the administration this License Agreement will waive, or diminish, the City's right to insist upon strict performance of RedMoon's obligations.

**11.3 Severability of Provisions.** If any one or more of the provisions of this License Agreement shall be held by court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision(s) shall be deemed severable from the remaining provisions of this License Agreement and shall not affect the legality, validity,

or constitutionality of the remaining portions of this License Agreement. Each party hereby declares that it would have entered into this License Agreement and each provision hereof regardless of whether any one or more provisions may be declared illegal, invalid, or unconstitutional.

**11.4 Contacting RedMoon.** RedMoon shall be available to the staff employees of any City department having jurisdiction over RedMoon's activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the attachment, installation, operation, maintenance, or removal of the Radios. The City may contact RedMoon via the Escalation List provided in the original RedMoon proposal.

**11.5 Governing Law; Jurisdiction.** This License Agreement shall be governed and construed by and in accordance with the laws of the State of Texas, without reference to its conflicts of law principles. If suit is brought by a party to this License Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Texas, Dallas County, or in the United States District Court for the Northern Federal District Court District of Texas located in Dallas County, Texas.

**11.6 Consent Criteria.** In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this License Agreement, such party shall not unreasonably delay, condition, or withhold its approval or consent.

**11.7 Representations and Warranties.** Each of the parties to this Agreement represent and warrant that it has the full right, power, legal capacity, and authority to enter into and perform the parties' respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith, except as provided in Section 3.2 above.

**11.8 Amendment of License Agreement.** This License Agreement may not be amended except pursuant to a written instrument signed by both parties.

**11.9 Exhibits.** All exhibits referred to in this License Agreement and any addenda, attachments, and schedules which may from time to time be referred to in any duly

executed amendment to this License Agreement are by such reference incorporated in this License Agreement and shall be deemed a part of this License Agreement.

**11.10 Successors and Assigns.** This License Agreement is binding upon the successors and assigns of the parties hereto.

**11.11 Advise of Displacement.** To the extent the City has actual knowledge thereof, the City will attempt promptly to inform RedMoon of the displacement or removal of any pole on which any Radio is located.

**11.12 No Third Party Beneficiaries.** This License Agreement creates no rights, title or interest in any Person whatsoever (whether under a third party beneficiary theory or otherwise) other than RedMoon and the City, and their respective officers, employees or other persons to the extent specifically named herein.

**11.13 Taxation.** The Municipal Facilities and the Municipal Rights-of-Way and Easements on which they are located are presently exempt from real estate taxes. In the event that this License Agreement, any provision thereof, or any use of the Municipal Right-of-Way or Municipal Facilities pursuant to the terms of this License Agreement shall result in said Municipal Right-of-Way, Municipal Facilities or any parts thereof becoming subject to such real estate taxes, then RedMoon shall be liable to the City for payment of such real estate taxes and shall reimburse the City for any such taxes paid within thirty (30) days following issuance of an invoice for same. RedMoon shall have the right to contest all taxes, assessments, charges and impositions as it may become liable for under this Section, and City agrees to join in such contest if required by law and to permit RedMoon to proceed with the contest in City's name, provided that the expense of the contest is borne solely by RedMoon. In the event City fails to timely notify RedMoon of such a real estate tax liability and that failure to timely notify results in the inability of RedMoon to file an appeal, then the City shall be liable for such real estate taxes for the affected year and RedMoon is relieved of such liability for the affected year. Notwithstanding anything in this License Agreement, nothing in this License Agreement shall be construed to prohibit the City from levying the usual general or special ad valorem taxes which the City is authorized to levy and impose upon real and personal

property, general sales and use tax, assessments for public improvements, and sums to which the City may be entitled under Section 51.006 of the Texas Utilities Code (the Texas Public Utility Regulatory Act) or otherwise.

**11.14 Relationship of Parties.** RedMoon and City shall be and act as independent contractors, and under no circumstances shall this License Agreement be construed as one of agency, partnership, joint venture, joint enterprise, or employment between the parties.

**11.15 Advertising, Signs or Extraneous Markings.** RedMoon shall not place or cause to be placed any sort of signs, advertisements or other extraneous markings, whether relating to RedMoon or any other Person, on any Radio or other equipment located on a Municipal Facility or in the Municipal Right-of-Way, excepting such labels, numbers or other marks on the Radio(s) as are approved by the City, and are either reasonably necessary to identify the Radio or RedMoon for service, repair, maintenance or emergency purposes, or as may be otherwise required to be affixed by applicable law or regulation.

**11.16 Federal, State and City Jurisdiction.** This License Agreement shall be construed in a manner consistent with all applicable federal, state, and local Laws. Notwithstanding any other provisions of this License Agreement to the contrary, the construction, operation and maintenance of RedMoon's Radios shall be in accordance with all Laws and regulations of the United States, the state and any political subdivision thereof, or any administrative agency thereof, having jurisdiction. Both parties acknowledge that the technical specifications of RedMoon's Radios are subject to the jurisdiction of the Federal Communications Commission. RedMoon shall meet or exceed the most stringent technical standards set by regulatory bodies, including the Federal Communications Commission, now or hereafter having jurisdiction. Any actual or anticipated radio interference caused by either the presence of the Radios or the presence of any such other communications equipment or devices in the Municipal Rights-of-Way and Easements shall be resolved by RedMoon and any such other providers without cost to the City on the basis of the applicable rules, regulations, practices and procedures of the Federal Communications Commission. RedMoon's rights are subject to the police

powers of the City to adopt and enforce ordinances necessary to the health, safety, and welfare of the public. RedMoon shall comply with all applicable Laws and ordinances enacted pursuant to that power. Additionally, pursuant to Section 3.4 and Section 9 of this License Agreement, failure by RedMoon to comply with any applicable Law or regulation may be considered a default of a material covenant or term of this License Agreement, subject to the cure provisions of Section 9.

**11.16.1 Emerging Technology/Governmental Regulation.** The parties acknowledge that Wi-Fi is an emerging technology and that governmental regulation, if any, over furnishing and deployment of Wi-Fi is undefined and may hereafter be subject to legislation or interpretation by state and federal agencies, legislatures, or courts. It is the intent of the parties to comply with any such regulation or interpretation to the extent applicable to the subject of this License Agreement, and the parties agree that if such future regulation or interpretation causes the performance of any part of this License Agreement by either party to be violative of Law or regulation, then the party's performance of such part of this License Agreement shall be waived and excused without liability for breach of this License Agreement by the non-performing party. In such event, except to the extent of such waived and excused part of this License Agreement, the remainder of the License Agreement shall continue in full force and effect.

Further, the parties acknowledge that Section 54.202, Texas Utilities Code, prohibits a Texas municipality or municipal electric system from offering for sale to the public a service, including service offered directly or indirectly through a telecommunications provider, for which a certificate of convenience of necessity, certificate of operating authority, or service provider certificate of operating authority from the PUC is required, or the offering for sale of a nonswitched telecommunications service used to connect a customer's premises with another customer's premises within the exchange or a long distance provider that serves the exchange. It is the parties' belief and intent that Section 54.202 does not prohibit the City from entering into this License Agreement with RedMoon in this deployment of Wi-Fi or in the compensation to the City required to be paid by RedMoon herein. Furthermore, RedMoon agrees that to the extent that any future ruling or binding interpretation of Section 54.202 by a state or federal

agency or court prohibits the City from entering into this License Agreement or finds that City has otherwise violated Section 54.202, that the City's further performance under this License Agreement may be discontinued as determined by the City (subject to such state or federal agency or court), and shall be waived by RedMoon.

#### **11.17 Reservation of Rights**

**11.17.1** In addition to any rights specifically reserved to the City by this License Agreement, the City reserves to itself every right and power available to it under the constitutions of the United States and the State of Texas, and any other right or power, including, but not limited to all police powers and authority to regulate and legislate to protect and promote the public health, safety, welfare, and morals, and including the possible removal and/or relocation of Radios pursuant to Section 5 of this License Agreement. Further, the City hereby reserves to itself the right to intervene in any suit, action or proceeding involving the provisions herein.

**11.17.2** Notwithstanding anything to the contrary set forth herein, the provisions of this License Agreement shall not infringe upon the rights of any Person to any applicable state or federal statutes, including, but not limited to the right to occupy the Municipal Rights-of-Way and Easements.

**11.18 Entire Agreement.** This License Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this License Agreement which are not fully expressed herein.

**11.19 City's Notice of Wi-Fi Service Availability.** The City agrees it shall provide no fewer than four (4) times per year information in its water billing as to the availability of RedMoon Wi-Fi service in the City. The City agrees it shall also provide information concerning RedMoon Wi-Fi service in the City in its customary manner of informing citizens of services available in the City.

**11.20 RedMoon provision of Wi-Fi Service to City.** RedMoon shall also provide during the term of this License Agreement fifteen (15) free-of-charge, full-service monthly

accounts to the City, the specific service as selected by the City in its sole discretion. Such shall be furnished within the 120-day construction period. In any marketing material distributed by RedMoon during the term of this License Agreement it shall state that Wi-Fi service is available in the Town of Addison.

**11.21 Includes and Including.** For purposes of this Agreement, “includes” and “including” are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

In Witness whereof, and in order to bind themselves legally to the terms and conditions of this License Agreement, the duly authorized representatives of the parties have executed this License Agreement as of the Effective Date.

*City:*           **TOWN OF ADDISON**, a Texas municipal corporation

By: \_\_\_\_\_

\_\_\_\_\_  
*[name typed]*

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 200\_\_

*RedMoon:*   **REDMOON BROADBAND, INC.**, a Delaware corporation,

By: \_\_\_\_\_

\_\_\_\_\_  
*[name typed]*

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 200\_\_

**EXHIBIT A (1 of 3 pages)**

**Municipal Rights-of-Way Use Rental Fee and Municipal Facility Use Fee as Compensation  
paid the City**

As compensation to be paid to the City in consideration of RedMoon's use of Municipal Rights-of-Way and Easements and placements of Radios on Municipal Facilities RedMoon agrees it will compensate the City on a monthly basis, 30 days after the end of each month, by paying the following sums:

1. 10 % of the first \$20,000 of Adjusted Gross Revenue of each month is to be paid to the City, subject to 3 and 4, below, and,
2. 28 % on all Adjusted Gross Revenue over \$20,000 of each month is to be paid to the City, subject to 3 and 4, below.
3. Notwithstanding the above 1 and 2, and subject to 4 below, when the cumulative total Adjusted Gross Revenues equals or exceeds \$524,000, thereafter, subject to 4 below, the monthly Adjusted Gross revenue will first be reduced by the monthly maintenance cost, the resulting calculation being termed the "Net Adjusted Gross Revenue", and then 28% of the Net Adjusted Gross Revenue is to be paid to the City.

The network maintenance cost calculation shall be subject to review by the City and based upon reasonable costs and calculated in accordance with General Accepted Accounting Principles ("GAAP"). In October of 2004 the network maintenance cost is estimated to be \$7,500 per month.

The formula for the payments to the City once the cumulative Adjusted Gross Revenue is \$524,000 or above, thereafter, subject to 4 below, will be as follows:

Monthly Payment to the City equals 28% of the Net Adjusted Gross Revenue (Monthly Adjusted Gross Revenue minus monthly network maintenance cost.)

4. Notwithstanding the above, if after 12 months from the date the first customer in the City has been served, if Adjusted Gross Revenues do not exceed \$12,000 per month, as averaged over a period of the preceding 2 months, or if there has been a decrease in total Adjusted Gross Revenues by 25% from the previous month, then RedMoon may adjust its pricing of its subscription model as submitted with its proposal of October 7, 2004. The subscription model on page 6 of the RedMoon proposal to the City, dated October 7, 2004, is incorporated herein for all purposes.

The Municipal Rights-of-Way Use Rental Fee and Municipal Facility Use Fee shall be commence accrual upon the date that Services are offered to commercially paying subscribers within the City using Radios installed pursuant to this License Agreement and shall end accrual on the date of termination of this License Agreement. Within thirty (30) days after the termination of this License Agreement, compensation shall be paid for the period elapsing since the end of the last month for which compensation has been paid.

5. RedMoon shall furnish to the City with each payment of compensation required by this section a statement, executed by an authorized officer of RedMoon or his or her designee, showing the amount of Adjusted Gross Revenues or Net Adjusted Gross Revenues, as applicable, for the period covered by the payment. If RedMoon discovers any error in the correct amount of compensation due, the City shall be paid within thirty (30) days of discovery of the error or determination of the correct amount. Any overpayment to the City through error or otherwise shall be refunded or offset against the next payment due.

Acceptance by the City of any payment due under this section shall not be deemed to be a waiver by the City of any breach of this License Agreement occurring prior thereto, nor shall the acceptance by the City of any such payments preclude the City from later establishing that a larger amount was actually due or from collecting any balance due to the City.

6. Notwithstanding the fees set out above, there shall be a minimum monthly Municipal Facility Use Fee for the placement of Radios and related equipment on Municipal Facilities which accrues at the time of the placement of the Radio on Municipal Facilities and which shall be paid monthly, 30 days after the end of the previous month in which the attachment was made. Such minimum monthly fee shall be at either the rate calculated on utility poles and conduits in accordance with the federal Pole Attachment Act, (47 USC Section 224), to the extent applicable, or the reasonable rental value of the other Municipal Facilities, as reasonably determined by the City, whichever is greater. By way of example, and being subject to changes based on market rates, at the time of the execution of this License Agreement, the monthly minimal rate for an attachment to a municipal street light or pole per Radio would be \$30.00 annually per pole or street light, the minimum monthly fee for an attachment to a City structure, such as a City building per site would be \$ 4,000/annually. To the extent the minimum Municipal Facility Use Fee payment is paid to the City, it may be taken as a credit against subsequent Municipal Rights-of-Way Use Rental Fee and Municipal Facility Use Fee payments to the City under paragraph 1-3 above.
7. Which each monthly payment RedMoon shall also submit a report in substantially the same form as is attached as Exhibit A.1. entitled , “REDMOON BROADBAND , INC., TOWN OF ADDISON REMITTANCE FORM - MONTHLY MUNICIPAL RIGHTS-OF-WAY USE FEE AND MUNICIPAL FACILITY USE FEE”. Such form may be modified by the City to ensure proper compensation validation.”

## **EXHIBIT B**

### **Wi-Fi SERVICE CRITERIA**

RedMoon shall provide ubiquitous Services, as defined in the License Agreement, including Wi-Fi services, to the entire City within 120 days of the execution of this License Agreement. The Wi-Fi service shall have a degree of reliability consistent with comparable systems through out the term of this License Agreement and support high-performance throughput (1+ Mbps burst speeds). The principal equipment that will be placed on Municipal Facilities and in Municipal Rights-of-Way and Easements shall be Tropos Model No. 5110 outdoor Wi-Fi cell devices/access points, or of devices of similar physical dimensions (13 in.Wide x 6 in. Deep x 8.5 in.Ht.) and technical capacity, deployed throughout the City. (Tropos technical information sheet is attached hereto and incorporated herein.)

The City-wide wireless mobile broadband network shall deliver throughput between 500 kbps and 5 Mbps throughout the City. Surrounding Addison Airport, there shall be provided in a frequency of 2.4 GHz to the access points. The Addison Airport property shall be an approximate coverage area of four (4) square miles from Trinity Mills Road to the north, to Addison Road to the east, to Belt Line Road to the south, and to Midway Road to the west. Approximately 2.5 miles from north to south and 1.5 miles from east to west are included in the

coverage area. Additional unlicensed frequencies may be used by RedMoon to backhaul service into the 2.4 GHz mesh network.

The Wi-Fi City-wide mobile broadband network shall have security that will support WEP, WPA, AES, MAC, address filtering, and VPN security, when commercially available, and successor security systems during the term of this License Agreement.

**Exhibit A.1**  
**REDMOON BROADBAND, INC**  
**TOWN OF ADDISON REMITTANCE FORM**  
**MONTHLY MUNICIPAL RIGHTS-OF-WAY USE FEE AND**  
**MUNICIPAL FACILITY USE FEE**

FOR THE MONTH AND YEAR

	Number	\$ Amount
<hr/>		
Minimum Municipal Facility Use Fee		
Radios Attached to Municipal Poles	<hr/>	<hr/>
Radios Attached to Municipal Buildings	<hr/>	<hr/>
Total Minimum Use Fee -1-		<hr/> <hr/>
Gross Revenues		
Residential Customers	<hr/>	<hr/>
Business Customers	<hr/>	<hr/>
Total Gross Revenues -2-		<hr/> <hr/>
Total Gross Revenues Since Inception		<hr/> <hr/>
Adjusted Gross Revenues		
Total Gross Revenues (line -2- above)		<hr/>
Less Minimum Use Fee to Addison (line -1- above)		- <hr/>
Less Other Local Taxes/Fees		- <hr/>
Less State Taxes/Fees		- <hr/>
Less Federal Taxes/Fees		- <hr/>
Less Uncollectible Customer Billings		- <hr/>
Less Maintenance Fee (if applicable)		- <hr/>
Adjusted Gross Revenues		<hr/> <hr/>
Remittance Calculation to Addison		
Total Minimum Use Fee (line -1- above)		<hr/>
10% of Adjusted Gross Revenues up to \$20,000		<hr/>
28% of Adjusted Gross Revenues Greater than \$20,000		<hr/>
TOTAL MONTHLY REMITTANCE TO TOWN OF ADDISON		<hr/> <hr/>

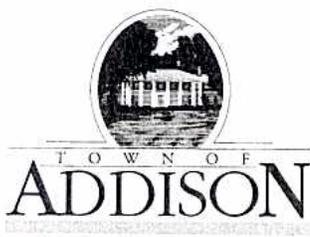
I hereby attest to and certify the accuracy of the information presented on this form.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title





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 21, 2005

STAFF REPORT

RE: Case 1481-SUP/Monica's

LOCATION: 4930 Belt Line Road, Suite 100

REQUEST: Approval of 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

APPLICANT: Monica's Restaurant, represented By Mr. K. Steven Roberts, Attorney at Law

DISCUSSION:

Background. The applicant is proposing to reopen a space that was originally developed as Gilbert's Delicatessen. Gilbert's was approved through Special Use Permit ordinance 001-016, which was passed by the City Council on June 12, 2001. Gilbert's has been closed for approximately four months.

Proposed Plan. At this point, Monica's wants to remodel and reopen the space with a Mexican food restaurant. Monica's is planning an extensive remodel to the décor of the space. The changes to the floor plan include the addition of a bar where the deli counter was in Gilbert's, and the removal of one row of booths that will be replaced with tables and chairs. Monica's has not indicated a patio on the plan. The staff has looked at the space and does believe there is room for a patio on the front or west side of the building.

Façade. The applicant is not proposing any changes to the façade of the restaurant, but may add awnings.

Landscaping. The landscaping on the site meets the requirements of the ordinance. However, Slade Strickland notes that the irrigation controllers for this center will need to be inspected to ensure the rain and freeze sensors are operable before issuance of a Certificate of Occupancy.

Parking. The restaurant is 6,015 square feet, which is the same size as the former Gilbert's. Restaurant uses within this center that do not utilize designated valet parking have a parking ratio of one space per 160 square feet. Under that ratio, the restaurant requires 38 parking spaces.

Signs. The applicant did not submit plans for any signs. The applicant should be aware that all signs must be permitted under the requirements of the Addison Sign ordinance, and cannot be approved through this process. The applicant should also be aware that the Town has a policy against the use of any terms, including the term "bar," "club," or graphic depictions that denote alcoholic beverages in exterior signs.

#### RECOMMENDATION:

Staff recommends approval of the request for an amendment to an existing Special Use Permit for a restaurant, and an amendment to an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, subject to the following conditions:

- The irrigation controllers for this center will need to be inspected to ensure the rain and freeze sensors are operable before issuance of a Certificate of Occupancy.
- The applicant shall not use any terms, including the term "club," or graphic depictions that denote alcoholic beverages in exterior signs.

Respectfully submitted,



Carmen Moran  
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in a rescheduled session on January 27, 2005 voted to recommend approval of the amendment to a Special Use Permit for a restaurant and the Special Use Permit for the sale of alcoholic beverages for on-premises consumption, subject to the following conditions:

-The irrigation controllers for this center will need to be inspected to ensure the rain and freeze sensors are operable before issuance of a Certificate of Occupancy.

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

Voting Aye: Bernstein, Chafin, Doepfner, Knott, Mellow

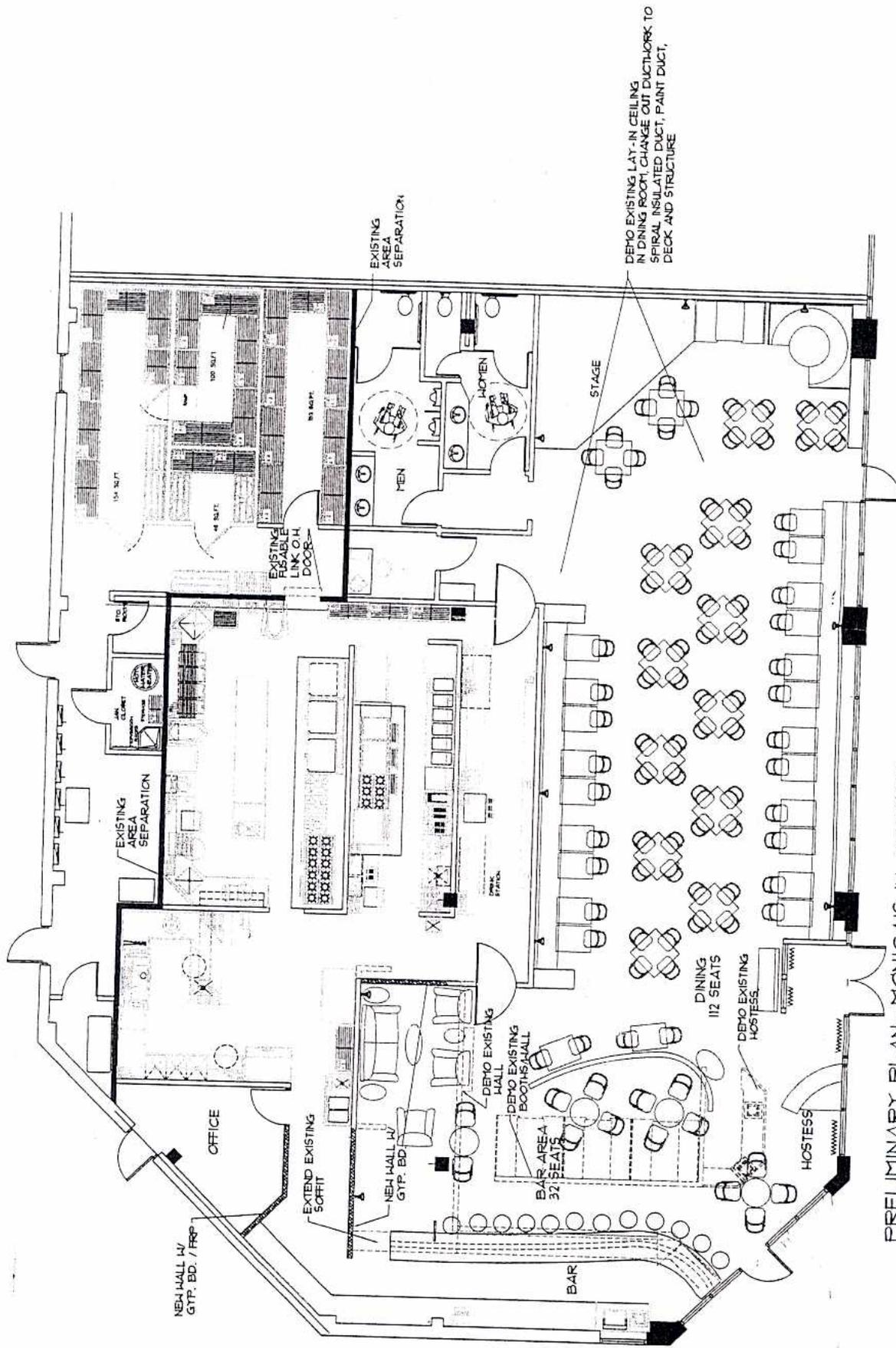
Voting Nay: None

Absent: Benjet, Jandura

## Memorandum

Date: January 11, 2005  
To: Carmen Moran, Director of Development Services  
From: Slade Strickland, Director of Parks and Recreation  
Subject: **Case 1481-SUP/Monica's**

There are no landscape requirements for this case. The irrigation controllers for this center will need to be inspected to ensure the rain and freeze sensors are operable before issuance of a Certificate of Occupancy.



DEMO EXISTING LAT-IN CEILING  
IN DINING ROOM, CHANGE OUT DUCTWORK TO  
SPIRAL INSULATED DUCT, PAINT DUCT,  
DECK AND STRUCTURE

PRELIMINARY PLAN- MONICA'S IN ADDISON  
AREA OF FRONT OF HOUSE = 4130 S.F.



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**ma.ya.**

*monica oca y alla*

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a d d i s o n

**P R O P O S A L & I N F O R M A T I O N**

THE REAL HISTORY



Don't go to Deep Ellum, they said. Don't join the caravan of dreamers, they warned. Well, forget them! Years ago, I decided to open this restaurant in this area. It was a dream. I could have opened a restaurant anywhere in the city, but it had to be built here. It was a mission. And it was a statement. "If you could service the Deep Ellum economy", I thought, "you can service everywhere. There was nothing to indicate to me, that making it in Deep Ellum would not be as precarious as making it elsewhere.

Eduardo's Aca Y Alla first opened its doors Thursday, February 14th, 1992 at 6:00 P.M. - Right before we opened the doors for the first time a "small" line of about 20 guest were lined-up outside.

The expectations were high, and the restaurant delivered.

We promised a "new" kind of Mexican restaurant with innovative recipes, that we coined "La Nueva Cocina", and a health-oriented menu.

It was a hit, everyone was wondering how many restaurants in town with menus in which no items cost more than \$10 offer free valet parking?

The restaurant quickly became the place to be seen". A vision half-a-world apart from the regular Tex-Mex joint.

It was both a restaurant and a supper club with a Salsa beat. Celebrities ogling at each other from across the bar.

But only after two years of operation, the restaurant went thru a major transformation.

On March 4th, 1994 the restaurant became known as Monica ACA Y ALLA.

Gone were the pale natural colors in the walls, and then it came the deep sexy red-velvety color that adorns the restaurant even today.

The transformation of the restaurant, along with the owners became what we commonly think "legends" are made of.

Monica's has been highlighted in countless national and international magazines. The restaurant has also been feature in television: the "Food Channel", the "National Geographic Channel", are some other well regarded forums. The restaurant is a common fixture in several local television stations and more.

Monica's Restaurant commitment to the Metroplex area has been well documented. We have helped raise thousands and thousands of dollars for charity events, and donated many more.



**MONICA'S PHILOSOPHY**

Gastronomically, "I have simply set out to make a contemporary and appealing Mexican food menu." "Our dishes are exotic, but uncomplicated."

I am passionate about what I am attempting to achieve with our menus.

*" I am not beautiful. I am not sexy, on the phone I sound like Rickie Ricardo, but I sure know how to cook," says Monica*

# M.A.Y.A.

monica aca y alla

addison

## Our Dream

It is the lull that comes before the cocktail hour; a large potted palm rustles quietly in the warm air stirred by slow-whirling ceiling fans.

**Friday.** Time: 5 p.m.

For now, the bar is deserted -- save for the bartender carefully dusting the impressive tequila collection displayed behind the large bar. But in short time, the tables and barstools will be filled with well-tanned, well-dressed women sipping margaritas from martini glasses; boastful men proudly displaying contraband Cohibas, drinking blue agave tequila-shots; cooks hustling in the back trying to keep the food for the happy-hour taco-bar continuously stoked with fresh seasonal ingredients and meats; and the sexy voice of Marc Anthony, sublimely stimulating the appetites of all from our sound system.

**Friday.** Time: 8 p.m.

The restaurant now has a two-hour wait. The long, low bar is crowded with patrons, rubbing elbow, making friends, ordering one after another of their "usuals."

The crowd is mixed. A group of young woman hang around the bar talking, in a booth, a young couple ready to pay their tab, so they can go back home, and relieve their babysitter. An older man in a suit talks excitedly to his date about the game they are going to see later that night.

Addison, circa February 2005 ?

## Our Concept & Design

Mexican food sales are still the best food segment and there's plenty of room for more growth. Our food is melodic to the mouth -- bold spicy, and full of life !

If you like the feeling of Miami, or the feeling of a sophisticated Mexico city restaurant, then Monica's the place to dine. The low-key atmosphere will be comfortable. The only trendy decor will be a few original sconces. This will be a roomy restaurant, featuring low and high ceilings with very few decorative trappings and bright, but not glaring, lightning.

Neighborhoods used to spring around restaurants and bars. In this day and age, it's the other way around: restaurant and watering holes follow the real estate market.

But, as I learned with Monica's, that doesn't make the need any less real.

## Management & Partnership

Monica Greene, is the Director and President / Owner of EDOS Corporation, which is the General Partner and manages Monica ACA Y ALLA and CIUDAD D.F. restaurants.

## Our Location

The Restaurant is located at 4930 Belt Line Road in Addison. It occupies approximately 6,100 square feet inside the Quorum Plaza Shopping Center. It will seat 140 for lunch or dinner and should have a bar capacity for about 50. A patio area will be a plus. The restaurant will utilize the services of a reputable valet service for it's customers.

## Our Menu

The menu in our dining room, will concentrate primarily on innovative some Mexican classics. Tex-Mex favorites options will be available. Prices will be moderate. The diversity of international cuisine in Mexico has prompted local and national chefs to experiment with new approaches to traditional Mexican fare. And we will also.

A sample of proposed menu items is attached. The menu may be refined depending on what works well once the Restaurant is opened.

## Our Goal

To create a "BRAND". In the future, to expand Monica Aca Y Alla (M.A.Y.A.) to other areas of our community, if we are successful with this location .

# Company Mission

### ourmission

Getting and keeping guests; keeping and developing employees all while serving great creative and inspired food.

### ourvalues

Focus, passion, personality, individuality, creativity, a commitment to continues improvement.

### ourpledge

To balance the needs of our guests, employees and investors in all of our efforts.

### ourneeds

**To be profitable.** Remember making money is measured minute by minute, entree by entree, hire by hire, and inch by inch.

*"We measure results, not effort"*

# SAMPLE MENU S

OUR MENUS ARE NOT FINAL. HOPEFULLY THESE SAMPLE MENUS, WILL GIVE YOU AN IDEA OF HOW WE INTEND TO BRING A STYLE OF EXCITING, DIFFERENT AND PROVEN MEXICAN FOOD RESTAURANT IN THIS VERY COMPETITIVE MARKET.



THESE MENUS, ARE ALSO INTENDED TO GIVE YOU AN IDEA OF OUR PRICE RANGE (PRICES MAY VARY). THIS PARTICULAR MENU (S) FORMAT, HAVE PROVIDED OUR ORIGINAL MONICA'S RESTAURANT WITH A VERY GOOD CONSISTENT FOOD COST. ALSO YOU MAY NOTICE, THAT THIS MENU ALLOW US TO HAVE A LESS DIVERSE INVENTORY OF INGREDIENTS FOR US TO USE IN OUR RECIPES.

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*monica aca y alla*



monica  aca y alla

# DINNER

FIRST BASKET OF CHIPS AND SALSA NO CHARGE  
REFILLS FOR CHIPS WON'T BE CHARGE ONLY IF YOU ARE ORDERING GUACAMOLE OR QUESO DIP.  
OTHERWISE, THERE WILL BE A .99 CENT CHARGE FOR ALL REFILLS.

## Appetizers

**GUACAMOLE** 5.99 

AVOCADO, ONIONS, TOMATOES, CILANTRO.

**MEXICAN IMPERIAL ROLLS** 6.99

VEGETABLE-FLAVORED FLOUR TORTILLA, JULIANNE  
VEGETABLES, LETTUCE AND CILANTRO DRESSING

**QUESADILLAS** 6.99

SPINACH, MUSHROOMS, CHEESE AND ONIONS  
WITH ANCHO SAUCE ON THE SIDE.

**SHRIMP COCKTAIL** 7.99

MEXICO CITY STYLE IN A TOMATO SAUCE  
WITH LIME, SHRIMP AND AVOCADO SLICES.

**BEAN & CHEESE NACHOS** 6.99

BLACK BEANS, JACK CHEESE AND PICO DE GALLO.

**NACHOS (Beef or Chicken)** 7.99

CHICKEN OR BEEF FAJITA MEAT WITH CHEESE  
AND PICO DE GALLO. NO COMBINATIONS PLEASE !

**QUESADILLA ROSA** 7.99

GRILLED CHICKEN AND OREGANO FLAVORED  
MEXICAN CHEESE AND MARINARA SALSA.

**PUMPKIN RAVIOLI** 7.99

CHILI-FLAVORED PASTA FILLED WITH PUMPKIN,  
IN A PESTO CREAM SAUCE.

ALL NATURAL **CON QUESO DIP**  **Small Cup** 5.99   
JALAPENO-SONOMA CHEESE WITH ROASTED RED BELL PEPPERS, SPINACH AND TOMATOES.

## Salads Soup

**BLACK BEAN SOUP** 3.99

VEGETABLE STOCK SOUP TOPPED WITH SOUR CREAM

**CALDO DE POLLO** 4.99

CHICKEN SOUP, AVOCADO, LIME, CILANTRO,  
MELTED CHEESE AND TORTILLA STRIPS.

**CAESAR SALAD** 5.99

TRADITIONAL STYLE DRESSING. TOPPED WITH  
FRIED TORTILLA STRIPS AND ROMANO CHEESE.

**CAESAR WITH CHICKEN** 7.99

WITH GRILLED CHICKEN BREAST

**ENSALADA DE LA CASA** 3.99

ROMAINE LETTUCE IN A LIME BALSAMIC  
DRESSING AND VEGETABLE GARNISH.

**ENSALADA MARGARITA** 7.99

CHICKEN, PICO DE GALLO, JULIANNE VEGETABLES  
PARMESAN CHEESE, AND CREAM-CILANTRO DRESSING.

## Vegetarian

**CHA-CHA BURRITOS** 7.99

WITH GUACAMOLE, FAT FREE BLACK BEANS, PICO  
DE GALLO, CHEESE. SERVED WITH RICE.

**ENCHILADA MIRANDA** 7.99

SPINACH, ONIONS, MUSHROOMS CORN ENCHILADAS  
WITH CREMA-TOMATILLO SALSA AND RICE.

**ENFRIJOLADAS** 7.99

CORN TORTILLAS, STUFFED WITH BLACK BEANS,  
VEGETABLES WITH TWO-TOMATO SAUCE AND CHEESE

**VEGETARIAN FAJITAS** 8.99

PAN SEARED SEASONAL VEGETABLES, STEAMED  
RICE, FAT-FREE BLACK BEANS AND GUACAMOLE.

## Tex Mex \$8.50 EACH

ENCHILADA PLATES SERVED WITH VEGETABLE STOCK-STEAMED RICE AND FAT-FREE BLACK BEANS.  
ANY ENCHILADA TOPPED WITH OUR CON QUESO ADD \$1.75 PER ENTREE.

THURSDAY NIGHT SPECIAL  THESE ENCHILADA PLATES ONLY  \$4.50

**PLEASE NO SUBSTITUTIONS OR COMBINATIONS**

**BEEF ENCHILADAS**

TOPPED WITH CHILI CON CARNE & MELTED CHEESE

**CHICKEN ENCHILADAS**

WITH YOUR CHOICE OF TOMATILLO SALSA OR  
SOUR CREAM SAUCE AND MELTED CHEESE.

**CHEESE ENCHILADAS**

TOPPED WITH OUR CHILE CON CARNE

**PLATO DE FRANKIE "THE BEST"**

SOUR CREAM CHICKEN ENCHILADA, ONE CHEESE  
AND ONE BEEF ENCHILADA WITH CHILE CON CARNE

PLEASE NO SEPARATE CHECKS  NO COUPONS ACCEPTED WITH ANY SPECIALS

 **TABLES ARE FOR DINING ONLY** 

**PLEASE BE KIND TO GIVE YOUR TIME < > FOR THE SECOND SEATING TONIGHT !**

# Specialties

- MEXICAN LASAGNA 9.99**  
TWO CHEESES, CHICKEN, WHOLE BLACK BEANS, ROASTED CORN IN A TWO-TOMATO COULIS
- CIUDAD FLAUTAS 8.99**  
FRIED CHICKEN ENCHILADAS, SERVED WITH RICE AND BEANS, SOUR CREAM AND GUACAMOLE SAUCE
- ACA Y ALLA CHICKEN 10.99**  
GRILLED CHICKEN BREAST, TOMATILLO SALAS, OVER RICE NOODLES AND MIXED GREENS.
- GREENE PASTA 11.99**  
SPINACH-JALAPENO FETTUCINI, CHICKEN, PICO DE GALLO, AND CORN, IN A BECHAMEL SAUCE
- TULA CHICKEN 14.99**  
STUFFED BREAST OF CHICKEN, WITH JACK CHEESE, SPINACH AND ONION. SERVED WITH A CREAM MUSHROOM SAUCE AND GARLIC-POTATO NAPOLEON
- DIABLO RISSOTTO 15.99**  
RICE WITH SHRIMP, TOMATOES AND ONIONS IN A SPICY CHILE ARBOL CREAM SAUCE
- DEEP ELLUM SHRIMP 15.99**  
LARGE GRILLED SHRIMP, SPICY B.B.Q. CHIPOTLE CREMA. SERVED OVER WARM MIXED GREENS AND LIME VINAIGRETTE SCENTED RICE NOODLES
- SALMON MOJO AJO 15.99**  
GRILLED SALMON, LIME-GARLIC-TOMATO SAUCE, RICE AND SAUTEED VEGETABLES
- RED SNAPPER VERACRUZ 15.99** ☉  
PAN SEARED FILET, ONIONS, BELL PEPPERS AND MARINARA SALSA, WITH RICE AND BEANS.
- PLATO DE AGUSTIN 12.99**  
TWO CHEESE ENCHILADAS, SPICY DIABLO SALSA AND TOPPED WITH MARINATED BEEF FAJITA
- CARNE ADOBO 14.99**  
GRILLED FLANK STEAK, SPICY PASILLA SALSA, RICE, BEANS AND MELTED JACK CHEESE
- ASADA Y MAR 17.99**  
GRILLED FLANK STEAK, GRILLED ONIONS, TWO LARGE SHRIMP. SERVED WITH RICE AND BEANS.

PLEASE ALLOW FEW EXTRA MINUTES FOR SEAFOOD PREPARATION

## Tex Mex Specialties

- BEEF FAJITAS 12.99**  
GRILLED MARINATED BEEF SKIRT SERVED WITH GUACAMOLE, SOUR CREAM AND PICO DE GALLO.
- SHRIMP FAJITAS 15.99** ☉  
EIGHT LARGE SHRIMP WITH PICO DE GALLO SOUR CREAM AND GUACAMOLE.
- PINK ENCHILADAS 11.99** ☉  
(2) SPINACH ENCHILADAS TOPPED WITH CHIPOTLE SALMON AND SALMON STRIPS.

- CHICKEN FAJITAS 12.99**  
GRILLED MARINATED CHICKEN BREAST WITH GUACAMOLE, SOUR CREAM & PICO DE GALLO
- VICTOR'S 9.99**  
(2) CHEESE ENCHILADAS, SPICY AVOCADO SAUCE TOPPED WITH GRILLED CHICKEN.
- RANDI'S 9.99**  
(2) FLOUR TORTILLAS FILLED WITH ROASTED CHICKEN AND TOPPED WITH SWEET ANCHO SAUCE.

## TACO STAND

ALL TACOS WITH CORN TORTILLAS AND SERVED WITH RICE AND BEANS ON THE SIDE.  
(TWO TACOS PER ORDER - NO COMBINATIONS)

- PINK TACOS - SALMON WITH A LIME-TWO-PEPPER SALSA 7.99**
- PORK TACOS - CARNITAS WITH HABANERO-TOMATILLO PEPPER SALSA 6.99**
- FISH TACOS - SNAPPER, JULIANNE VEGETABLES, AND CHIPOTLE SAUCE 7.99**
- BEEF OR CHICKEN TACOS - FAJITA MEAT WITH DICED ONIONS, CILANTRO AND LIME 6.99**

			glass	bottle
WHITES } Blush }	<b>MEZZACORONA</b>	Pinot Grigio	Bight, light-bodied, & crisp	5.50 20.00
	<b>VERAMONTE</b>	Sauvignon Blanc	Soft, mellow, lively, well balanced	6.00 22.00
	<b>KENDALL JACKSON</b>	Chardonnay	Rich flavored, elegant, luscious	7.00 24.00
REDS } Champagne }	<b>BERINGER</b>	White Zinfandel	Fruity, easy to drink	5.00 18.00
	<b>ARBOLEDA</b>	Caberenet Sauvignon	Rich, dark fruit expressions	7.00 24.00
	<b>SANTA RITA</b>	Merlot	Graceful, smooth, medium-bodied	6.00 22.00
	<b>MIRABELLE Cuvee</b>	Brut	Splendid, velvet like, roasted almonds	7.00 27.00
	<b>NICHOLAS FEUILLETE</b>	Premier Brut	Elegant, nutty, eminently dry	13.00

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*monica aca y alla*

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# monica @ casa y alla

FIRST BASKET OF CHIPS AND SALSA **NO CHARGE**

REFILLS FOR CHIPS WON'T BE CHARGE **ONLY** IF YOU ARE ORDERING GUACAMOLE OR QUESO DIP.  
OTHERWISE, THERE WILL BE A **.99 CENT** CHARGE FOR ALL REFILLS.



<b>CON QUESO</b>	jalapeno cheese with roasted red bell pepper, spinach and tomatoes	<b>\$5.99</b>
<b>DIP</b>		
<b>GRILLED</b>	spinach, mushrooms, jack cheese, ancho sauce on the side	<b>\$5.99</b>
<b>QUESADILLAS</b>		

## Soup @ Salad @ Sandwiches

**BLACK BEAN SOUP 3.99**

Vegetarian stock topped with sour cream

**CALDO DE POLLO 4.99**

Bowl of Chicken soup with vegetables, fried tortilla strips and cheese

**SOUP AND SALAD 5.99**

Ensalada de la Casa with a bowl of Caldo de Pollo

**GUACAMOLE 5.99**

Leaf lettuce with tomatoes, onions, cilantro and lime

**ENSALADA DE LA CASA 3.99**

Romaine, and julienne vegetables with lime-balsamic vinaigrette

**CEASAR SALAD 4.99**

Romaine, romano cheese, and tortilla strips

**ENSALADA MARGARITA 6.99**

Grilled chicken strips, tomatoes, vegetables & creamy cilantro dressing

**MEXICAN BURGER 5.99**

Guacamole, jalapenos and melted Monterrey Jack cheese. Served with fries.

**MAIN STREET SANDWICH 5.99**

Grilled breast of chicken, mayonaisse, tomatoes, and lettuce. Served with fries.

**ENTREES BELOW, ONE PRICE EACH**



**\$4.99**



**ENTREES BELOW, ONE PRICE EACH**

## Lunch Specials

ENCHILADA PLATES SERVED WITH VEGETABLE STOCK-STEAMED RICE AND FAT-FREE BLACK BEANS.  
ANY ENCHILADA TOPPED WITH OUR CON QUESO ADD \$1.50 PER ENTREE.

### BEAN AND CHEESE NACHOS

Black beans, Jack cheese and pico de gallo.

### ENCHILADAS DE POLLO

Chicken enchiladas with sour cream sauce.

### BEEF ENCHILADA

Ground beef enchiladas topped with our famous chile con carne and cheese.

### PLATO DE FRANKIE

Sour cream chicken enchilada, and one beef enchilada topped with chile con carne.

### MEXICAN LASAGNA

Two cheese, chicken, onions, cilantro and between corn tortillas with red and green tomato coulis. This is a must!

### CHA-CHA BURRITOS

Flour tortillas, guacamole, fat-free black beans, pico de gallo & cheese, rice and salad.

### DEEP CITI CHEESEBURGER

Sesame roll, mayonaisse, tomatoes, onions, fries.

### ENCHILADAS VERDES

Chicken enchiladas with tomatillo salsa.

### CHEESE ENCHILADAS

Monterrey Jack cheese enchiladas topped with our famous chile con carne

### FELIPE'S COMBO

Cheese enchilada with red marinara salsa and one spinach enchilada with tomatillo salsa.

### GREENE PASTA

Spinach jalapeno fettucini, chicken, whole black beans, corn kernels, cilantro and tomatoes in a cream shallot bechamel.

### ENCHILADAS MIRANDA

Spinach, onions, and mushroom enchiladas topped with tomatillo salsa.

PLEASE NO SEPARATE CHECKS



WE DO NOT ACCEPT PERSONAL CHECKS

17 % Gratuity will be included on parties of five or more guests

TO GO ORDERS AVAILABLE



BOOK YOUR PRIVATE PARTY WITH US

Chef → Agustin Jimenez ■ G. M. → Frankie Jimenez ■ Restaurant Managers → Victor Moreno ■ Asst. Manager → Jennifer Whiffin



# Specialties

## ACA Y ALLA CHICKEN 5.99

Breads of chicken, tomatillo salsa over a warm oriental rice noodle salad.

## SHRIMP RISSOTO 7.99

Sauteed shrimp, spicy chipotle cream sauce, julienne vegetables and tomatoes.

## DEEP ELLUM SHRIMP 9.99

Grilled shrimp with chipotle B.B.Q. over lime vinaigrette noodles and salad.

## SALMON VERDE 8.99

Grilled salmon filet, guacamole cream sauce, rice and sauteed vegetables of the day.

## SNAPPER MOJO DE AJO 8.99

Red snapper filet, lemon-butter-garlic and tomato salsa, rice and vegetables of the day.

## CARNE ASADA 8.99

Grilled flank steak, grilled onion rings, rice, and beans.

## ADOBO BEEF 9.99

Grilled flank steak, spicy pasilla pepper salsa, rice, beans and guacamole

# TACO STAND

**ALL TACOS WITH CORN TORTILLAS AND SERVED WITH RICE AND BEANS ON THE SIDE.**

**(TWO TACOS PER ORDER - NO COMBINATIONS)**

**PINK TACOS - SAUTEED SALMON WITH CHIPOTLE AND APPLE SALSA 6.99**

**PORK TACOS - CARNITAS WITH HABANERO-TOMATILLO PEPPER SALSA 5.99**

**FISH TACOS - SNAPPER, JULIANNE VEGETABLES, AND CHIPOTLE SAUCE 6.99**

**BEEF OR CHICKEN TACOS - FAJITA MEAT WITH ONIONS, BELL PEPPER CILANTRO & LIME 5.99**



# TEX MEX

**QUESADILLA ROSA 6.99**

Chicken, oregano flavored Mexican cheese and marinara salsa on the side.

**PLATO DE VICTOR 6.99**

Chicken enchiladas, spicy guacamole cream rice and black beans.

**BEEF OR CHICKEN FAJITAS 6.99**

Served with beans, rice, guacamole and sour cream. (Sorry no combos)

**CHICKEN OR BEEF NACHOS 6.99**

Grilled beef or Chicken with black beans cheese and jalapenos. PLEASE NO COMBOS!

**FLAUTAS 6.99**

Fried chicken enchiladas, guacamole, sour cream, rice and black beans.

**PLATO DE AGUSTIN 7.99**

Cheese enchiladas, diablo salsa, topped with beef fajita meat, rice and beans.

## Daily Specials

**THESE DAILY SPECIALS ARE ONLY SERVED DURING THESE DAYS!**

**MONDAY / zelma special 6.99**

Spinach stuffed chicken, green mole & pinto beans

**TUESDAY / felipe special 6.99**

Garlic potato enchiladas topped with red snapper

**WEDNESDAY / rafa special 6.99**

Torta topped beef fajita, con queso with fries

**THURSDAY / diablo special 5.99**

Frito Pie bowl with Chili, con queso and onions

**FRIDAY / jose special 7.99**

Salmon, cream mushroom sauce and vegetables

**SATURDAY / monica special 5.99**

Chorizo enchiladas topped with eggs (any style)

**SUNDAY / luis special 7.99**

Goat cheese enchiladas and ranchera salsa

These special entrees are limited, We may run out of them during the day.



## Desserts

EACH

**\$4.50**



EACH

**MEXICAN FLAN**

**KEY LIME MARGARITA CHEESECAKE**

**HOUSE ICE CREAM WITH KALHUA**

**WHITE & DARK CHOCOLATE MOUSSE CAKE**

## Beverages

**COFFEE FLAVORED ICED TEA**

**SOFT DRINKS (these one refill only)**

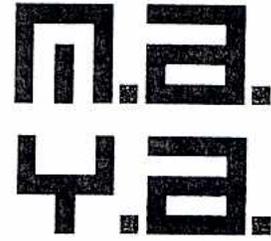


**\$1.99**



Please use our complimentary valet to park your car. Parking anywhere else, may cost you more, and they may tow your car. We are here to serve you always. (Since 1992). Thank you ! Monica.

**B  
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*monica aca y alla*

---

a d d i s o n

**M E N U**



# monica @ casa y alla

FIRST BASKET OF CHIPS AND SALSA **NO CHARGE**

REFILLS FOR CHIPS WON'T BE CHARGE **ONLY** IF YOU ARE ORDERING GUACAMOLE OR QUESO DIP. OTHERWISE, THERE WILL BE A .99 CENT CHARGE FOR ALL REFILLS.



**CON QUESO**  
**DIP**

jalapeno cheese with roasted red bell pepper, spinach and tomatoes

**\$5.99**

## Soup Salad Sandwiches

**BLACK BEAN SOUP 3.99**

Vegetarian stock topped with sour cream

**CALDO DE POLLO 4.99**

Bowl of Chicken soup with vegetables, fried tortilla strips and cheese

**GUACAMOLE 5.99**

Leaf lettuce with tomatoes, onions, cilantro and lime

**ENSALADA DE LA CASA 3.99**

Romaine, and julienne vegetables with lime-balsamic vinaigrette

**CEASAR SALAD 4.99**

Romaine, romano cheese, and fried tri-color tortilla strips

**ENSALADA MARGARITA 6.99**

Grilled chicken strips, tomatoes, vegetables & creamy cilantro dressing

**DEEP CITI CHEESE BURGER 4.99**

Sesame roll with American cheese, mayonaisse, tomatoes, lettuce, onions.

**MEXICAN BURGER 5.99**

Guacamole, jalapenos and melted Monterrey Jack cheese.

**MAIN STREET SANDWICH 5.99**

Grilled breast of chicken with mayonaisse, tomatoes, and lettuce.

## Brunch Specials

ENCHILADA PLATES SERVED WITH VEGETABLE STOCK-STEAMED RICE AND FAT-FREE BLACK BEANS.  
ANY ENCHILADA TOPPED WITH OUR CON QUESO ADD \$1.50 PER ENTREE.

**BEAN AND CHEESE NACHOS 4.99**

Black beans, Jack cheese and pico de gallo.

**ENCHILADAS DE POLLO 4.99**

Chicken enchiladas with sour cream sauce.

**BEEF ENCHILADA 4.99**

Ground beef enchiladas topped with our famous chile con carne and cheese.

**CHA-CHA BURRITOS 5.99**

Vegetarian, with guacamole, julienne veggies, fat-free black beans, garnished with salad.

**QUESADILLA 5.99**

Spinach, mushrooms and Jack cheese, served with our famous ancho sauce on the side.

**ENTOMATADAS 5.99**

Cheese enchiladas, mild tomato-cream salsa.

**MEXICAN MIGAS 5.99**

Sauteed corn totillas, eggs, onions, cheese, tomatoes, cilantro, served with rice & beans.

**CHICKEN or BEEF NACHOS 6.99**

Black beans, cheese & jalapenos. (no combos)

**ENCHILADAS VERDES 4.99**

Chicken enchiladas with tomatillo salsa.

**CHEESE ENCHILADAS 4.99**

Monterrey Jack cheese enchiladas topped with our famous chile con carne

**EGG BURRITOS 6.99**

Egg and sauteed potatoes, served with black beans on the side.

**QUESADILLA ROSA 6.99**

Grilled chicken, oregano flavored cheese, and served with marinara salsa.

**GUIISO DE PUERCO 6.99**

Spicy red chili pork stew, served with potatoes.

**FAJITAS 6.99**

Grilled beef or chicken, guacamole, sour cream, beans and rice. Sorry, no combos!

## TACO STAND

**ALL TACOS WITH CORN TORTILLAS AND SERVED WITH RICE AND BEANS ON THE SIDE.**

**(TWO TACOS PER ORDER - NO COMBINATIONS)**

**PINK TACOS - SAUTEED SALMON WITH CHIPOTLE AND APPLE SALSA 6.99**

**PORK TACOS - CARNITAS WITH HABANERO-TOMATILLO PEPPER SALSA 5.99**

**FISH TACOS - SNAPPER, JULIANNE VEGETABLES, AND CHIPOTLE SAUCE 6.99**

**BEEF OR CHICKEN TACOS - FAJITA MEAT WITH ONIONS, BELL PEPPER CILANTRO & LIME 5.99**



**Please NO separate checks**



**We DO NOT accept personal checks**



**17 % Gratuity will be Included on partles of five or more guests**





# Specialties



**MEXICAN LASAGNA 5.99**

TWO CHEESES, CHICKEN, WHOLE BLACK BEANS, ROASTED CORN IN A TWO-TOMATO COULIS

**GREENE PASTA 6.99**

SPINACH-JALAPENO FETUCCINI, CHICKEN, TOMATOES, ROMANO CHEESE AND A CREAM BECHAMEL SAUCE

**ACA Y ALLA CHICKEN 6.99**

BREAST OF CHICKEN, TOMATILLO SALSA, AND LIME VINAIGRETTE RICE NOODLE SALAD.

## Traditional Breakfasts

**CALZONE 7.99**

SCRAMBLED EGGS, BELL PEPPER, ONIONS, CHICKEN, CHEESE INSIDE FLOUR TORTILLA, SERVED WITH POTATOES.

**SYNCHRONOCITY 7.99**

FLOUR TORTILLA STUFFED WITH HAM, JACK CHEESE, AND GUACAMOLE. SERVED WITH MARINARA SALSA.

**YOUR WAY OR THE HIGHWAY 4.99**

TWO EGGS ANY STYLE SERVED WITH TOAST, SAUSAGE AND POTATOES.

**HAM AND CHEESE OMELET 5.99**

TRADITIONAL STYLE WITH DICED HAM AND MONTERREY CHEESE. SERVED WITH POTATOES.

**FLORENTINE OMELET 6.99**

SAUTEED SPINACH, MUSHROOMS AND ONIONS, WITH RED SALSA, SERVED WITH POTATOES

**WHITE FOLKS CAN JUMP 6.99**

ALL WHITE OMELET WITH MUSHROOMS, JULIANNE VEGETABLES AND OIL-FREE MARINARA.

### EGGS BENEDICT

TWO POACH EGGS, ENGLISH MUFFINS TOPPED WITH HOLLANDAISE SAUCE. SERVED WITH POTATOES

With HAM **\$7.99**



With SALMON **\$8.99**

### PANCAKES

(3) BUTTERMILK, SERVED WITH BACON STRIPS ON THE SIDE. **\$4.99**

### TRY OUR SPECIALTY FROZEN FLAVORED MARGARITAS for BRUNCH

Each one price

**\$4.00**

PEACH MARGARITA  
MELON MARGARITA  
RASPBERRY SWIRL

**\$4.00**

STRAWBERRY MARGARITA  
GREEN APPLE MARGARITA  
WATERMELON MARGARITA



A GUEST MUST ORDER A BRUNCH ENTREE IN ORDER FOR HIM / HER TO GET THESE DRINK PRICE SPECIAL

### Also TRY THESE DRINKS AT A SPECIAL PRICE

Each one price

**\$2.50**

HOUSEFROZEN MARGARITA  
HOUSE ROCKS MARGARITA  
BLOODYMARY  
SCREWDRIWER  
MIMOSA

**\$2.50**



### Daily Specials

**SATURDAY / special 5.99**

Chorizo enchiladas topped with eggs (any style)

**SUNDAY / special 7.99**

Goat cheese enchiladas and ranchera salsa

These special entrees are limited, We may run out of them during the day.



EACH

### Desserts

EACH

**\$4.50**

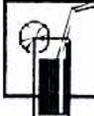


MEXICAN FLAN  
KEY LIME MARGARITA CHEESECAKE  
HOUSE ICE CREAM with KALHUA  
WHITE & DARK CHOCOLATE MOUSSE CAKE

### Side Orders

You could order any egg dish with all whites for only **\$1.75** more per entree

chips and salsa	.99
side of fries	1.99
side of black beans	1.99
sausage link	1.99
side of bacon	1.99
side of jalapenos	.99
wheat toast	.99
one egg any style	1.99
one pancake	1.99
single enchilada	1.99
(3) tortillas	.99
(corn or flour)	
bowl of rice & beans	3.99
(served with tortillas)	



COFFEE  
ICED TEA  
SOFT DRINKS (this - one refill ONLY) **\$1.99**



Please use our complimentary valet to park your car. Parking anywhere else, may cost you more, and they may tow your car. We are here to serve you always. (Since 1992). Thank you ! Monica.





Landscaping. The landscaping on the site meets the requirements of the ordinance. However, Slade Strickland notes that the irrigation controllers for this center will need to be inspected to ensure the rain and freeze sensors are operable before issuance of a Certificate of Occupancy.

Parking. Restaurant uses within this center that do not utilize designated valet parking have a parking ratio of one space per 160 square feet. Under that ratio, the restaurant requires 18 spaces. There is sufficient parking for this restaurant use.

Signs. The applicant has shown signs on the facades. The applicant should be aware that all signs must be permitted under the requirements of the Addison Sign ordinance, and cannot be approved through this process. The applicant should also be aware that the Town has a policy against the use of any terms, including the term "bar," "club," or graphic depictions that denote alcoholic beverages in exterior signs.

**RECOMMENDATION:**

Staff recommends approval of this request subject to the following conditions:

- The irrigation controllers for this center will need to be inspected to ensure the rain and freeze sensors are operable before issuance of a Certificate of Occupancy.
- The applicant shall not use any terms, including the term "club," or graphic depictions that denote alcoholic beverages in exterior signs.

Respectfully submitted,



Carmen Moran  
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on January 27, 2005, voted to recommend approval of the Special Use Permit request for a restaurant, subject to the following conditions:

-The irrigation controllers for this center will need to be inspected to ensure the rain and freeze sensors are operable before issuance of a Certificate of Occupancy.

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

Voting Aye: Bernstein, Chafin, Doepfner, Knott, Mellow:

Voting Nay: None

Absent: Benjet, Jandura

## Memorandum

Date: January 11, 2005  
To: Carmen Moran, Director of Development Services  
From: Slade Strickland, Director of Parks and Recreation  
Subject: **GO FISH**

The applicant has requested removal of two 5' x 5' planters on the west side of the building entry to create more space on the existing patio. Staff recommends approval, as the planters are hidden from view anyway, and will not affect the visual appearance of the center. The irrigation controllers for this center will need to be inspected to ensure the rain and freeze sensors are operable before issuance of a Certificate of Occupancy.

5300 Belt Line Rd. Dallas, Texas 75240-7606  
Phone: 972.450.7001  
Fax: 972.450.7043

**Town of Addison  
Town Hall**

# Fax

**To:** Matthew Crittenden

**From:** Kimberly Bettis

**Fax:** 214-761-1044

**Pages:** 3

**Phone:**

**Date:** 2-4-05

**Re:**

**CC:**

**Urgent**

**For Review**

**Please Comment**

**Please Reply**

**Please Recycle**

---

● **Comments:**

# APPLICATION FORM

APPLICATION FOR: \_\_\_\_\_

**PLANNING & ZONING COMMISSION**

Addison Town Hall  
5300 Belt Line Road  
Addison, TX 75254

DATE: \_\_\_\_\_  
CASE FILE: \_\_\_\_\_

APPLICATION

### NOTICE TO APPLICANT

A COMPLETE APPLICATION for zoning action with the Town of Addison must consist of:

- The application form, properly filled out and signed by the applicant and the property owner and/or their assigned representatives.
- All required plans in detail as described in this application form, and
- A metes and bounds legal description of the property.
- The appropriate filing fee.

APPLICANT INFORMATION

1. NAME: \_\_\_\_\_

2. ADDRESS: \_\_\_\_\_

ZIP \_\_\_\_\_

PHONE: \_\_\_\_\_

3. FIRM: \_\_\_\_\_

4. OWNER OF PROPERTY AND ADDRESS IF DIFFERENT FROM APPLICANT:

\_\_\_\_\_  
\_\_\_\_\_

5. REPRESENTATIVE (if any) TO WHOM CORRESPONDENCE SHOULD BE DIRECTED:

NAME: \_\_\_\_\_

FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

DESCRIPTION OF PROPERTY

6. GENERAL LOCATION OR ADDRESS: \_\_\_\_\_

7. LAND AREA (in sq. ft. or acres): \_\_\_\_\_

ZONING

- 8. EXISTING ZONING: \_\_\_\_\_
- 9. PROPOSED ZONING: \_\_\_\_\_
- 10. WHAT IS PLANNED FOR PROPERTY AFTER REZONING:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

PLANS  
REQUIRED  
FOR  
APPLICATION

- 11. FOR ZONING CHANGES AND/OR PLANNED DEVELOPMENT DISTRICTS:  
Eighteen (18) copies of the proposed site plan, landscaping plan, floor plans and elevations.
- 12. FOR SPECIAL USE PERMITS (S.U.P.): Eighteen (18) copies of the proposed site plan, landscaping plan, floor plan, and elevations.
- 13. FOR VARIANCES: Eighteen (18) copies of the appropriate plan indicating the exact nature of the variance.
- 14. \*\*\*\* ALL REQUIRED PLANS MUST BE SUBMITTED AT TIME OF APPLICATION.  
8 1/2" x 11" REDUCTIONS OF EACH SHEET MUST ALSO BE SUBMITTED.

FEES

- 15. THE APPROPRIATE FEE MUST ACCOMPANY THE APPLICATION.
- |  |               |
|--|---------------|
| <b>ZONING:</b>                         |               |
| Less than one acre.....                | \$150.00      |
| One acre but less than five acres..... | \$300.00      |
| Five acres or more.....                | \$500.00      |
| <br>SPECIAL USE PERMIT.....            | <br>\$ 425.00 |
| VARIANCE.....                          | \$ 50.00      |

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE TO THE BEST OF MY KNOWLEDGE.

SIGNATURE  
OF PROPERTY  
OWNER AND  
APPLICANT

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
APPLICANT

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
PROPERTY OWNER

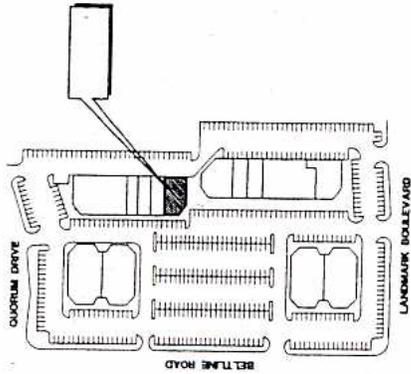
PAID \_\_\_\_\_  
DATE \_\_\_\_\_ CK# \_\_\_\_\_

RECEIPT # \_\_\_\_\_

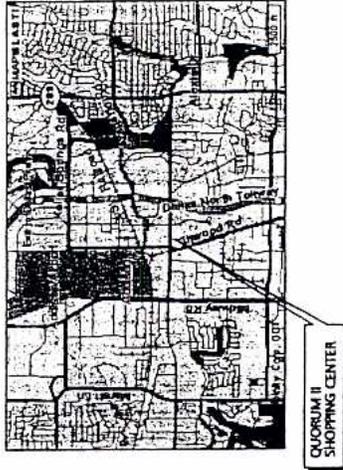
# GO FISH

RESTAURANT AND BAR  
 QUORUM II SHOPPING CENTER  
 4930 BELL BLINE ROAD, SPACE No. 190  
 ADDISON, TX

## PROJECT LOCATION



## VICINITY MAP



## RESPONSIBILITY SCHEDULE

NO.	DESCRIPTION	DATE	BY	CHECKED
1	DESIGN	10/15/04	J. W. WILSON	J. W. WILSON
2	PERMITS	10/15/04	J. W. WILSON	J. W. WILSON
3	CONSTRUCTION	10/15/04	J. W. WILSON	J. W. WILSON
4	COMPLETION	10/15/04	J. W. WILSON	J. W. WILSON
5	FINAL REVIEW	10/15/04	J. W. WILSON	J. W. WILSON

## LIST OF DRAWINGS

- A000 SITE PLAN & SPECIFICATION SHEET
- A101 DEMO PLAN
- A201 FLOOR PLAN
- A301 REFLECTED CEILING PLAN
- A401 FLOOR FINISH PLAN
- A501 EXTERIOR / ELEVATIONS & DETAILS
- A601 EXTERIOR / ELEVATIONS & TRELISES DETAILS
- A701 EXTERIOR / ELEVATIONS & DETAILS
- A801 INTERIOR / ELEVATIONS & DETAILS
- A901 INTERIOR / ELEVATIONS & DETAILS
- A1001 INTERIOR / ELEVATIONS & DETAILS
- A1101 INTERIOR / ELEVATIONS & DETAILS
- A1201 INTERIOR / ELEVATIONS & DETAILS
- A1301 BATHROOM / ELEVATIONS & DETAILS

## GENERAL NOTES

1. THE FOLLOWING NOTES SHALL APPLY TO ALL SHEETS, ALL DIMENSIONS AND SPECIFICATIONS UNLESS OTHERWISE NOTED.
2. THE WORK DESCRIBED IN THESE DRAWINGS SHALL CONFORM TO ALL APPLICABLE PERMITS, CODES AND LOCAL, STATE, FEDERAL AND NATIONAL STANDARDS.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING EXISTING CONDITIONS AT THE JOB SITE PRIOR TO INITIATION OF WORK.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO COMMENCEMENT OF WORK.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND LANDSCAPE.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING ADJACENT PROPERTIES.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING ADJACENT UTILITIES.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING ADJACENT STRUCTURES.
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20. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING ADJACENT UTILITIES.

## CODE INFORMATION

ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING CODES AND STANDARDS:

- 1. INTERNATIONAL BUILDING CODE (IBC)
- 2. INTERNATIONAL PLUMBING AND MECHANICAL CODE (IPMC)
- 3. INTERNATIONAL ELECTRICAL CODE (IEC)
- 4. INTERNATIONAL FIRE CODE (IFC)
- 5. INTERNATIONAL MECHANICAL AND PLUMBING EXAMINERS BOARD (IMPEB) STANDARDS
- 6. NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) STANDARDS
- 7. AMERICAN SOCIETY OF MECHANICAL ENGINEERS (ASME) STANDARDS
- 8. AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE) STANDARDS
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- 19. AMERICAN SOCIETY OF MECHANICAL ENGINEERS (ASME) STANDARDS
- 20. AMERICAN SOCIETY OF MECHANICAL ENGINEERS (ASME) STANDARDS

## PARKING ANALYSIS:

PROVIDE PARKING ANALYSIS FOR THE PROJECT. THE ANALYSIS SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING CODES AND STANDARDS:

- 1. INTERNATIONAL BUILDING CODE (IBC)
- 2. INTERNATIONAL PLUMBING AND MECHANICAL CODE (IPMC)
- 3. INTERNATIONAL ELECTRICAL CODE (IEC)
- 4. INTERNATIONAL FIRE CODE (IFC)
- 5. INTERNATIONAL MECHANICAL AND PLUMBING EXAMINERS BOARD (IMPEB) STANDARDS
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- 20. AMERICAN SOCIETY OF MECHANICAL ENGINEERS (ASME) STANDARDS

DATE DEC. 14, 2004	FILE SITE PLAN & SPECIFICATION SHEET	JOB NUMBER	REVISIONS	CODE	PROJECT LOCATION RESTAURANT AND BAR QUORUM II SHOPPING CENTER 4930 BELL BLINE ROAD ADDISON, TX	SHEET A000
<p>GO FISH</p> <p>RESTAURANT AND BAR QUORUM II SHOPPING CENTER 4930 BELL BLINE ROAD ADDISON, TX</p>						

R6

DATE: DEC. 01, 2004  
 FILE: 0000 PLAN  
 JOB NUMBER: \_\_\_\_\_  
 REVISIONS: \_\_\_\_\_

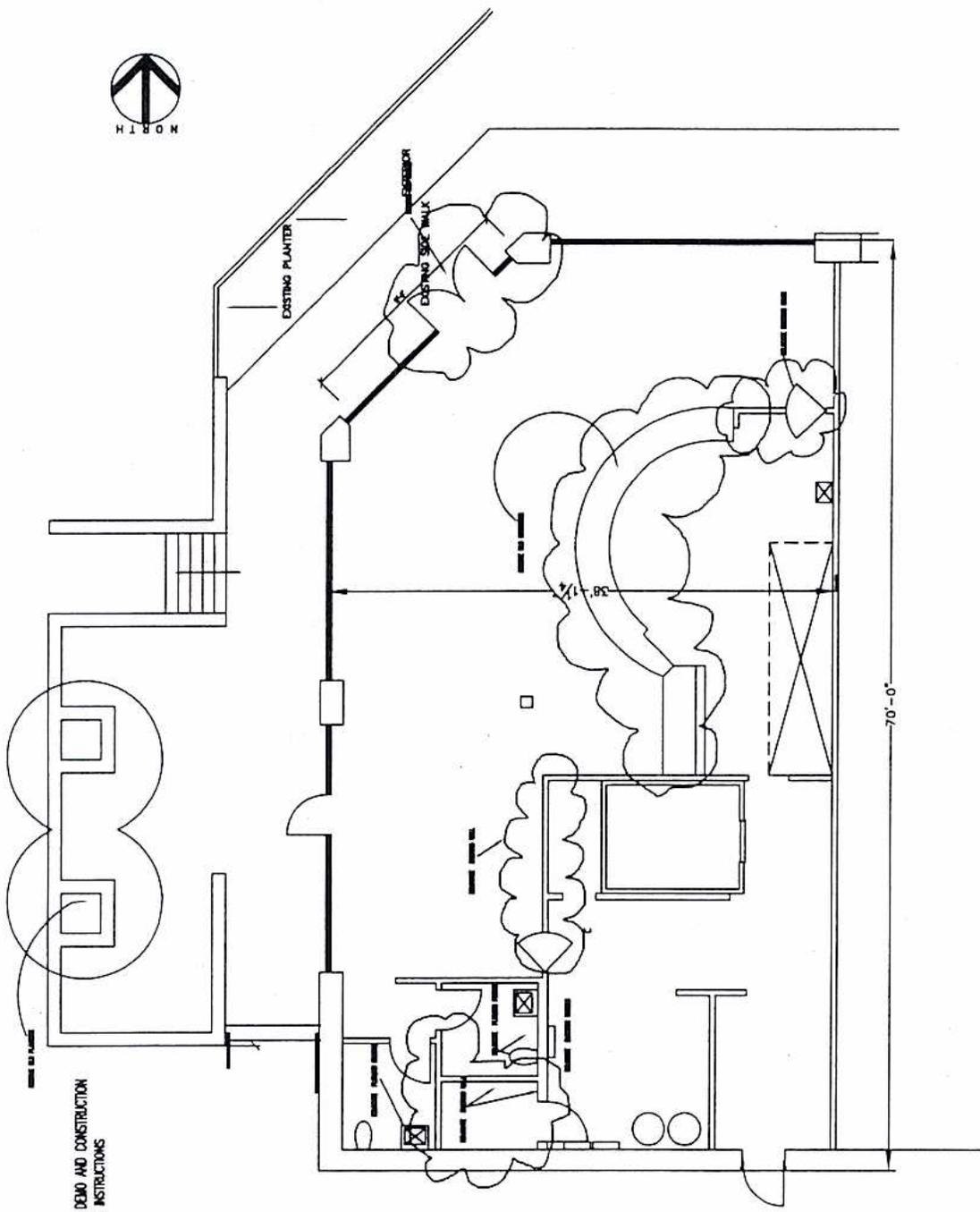
THESE DRAWINGS ARE THE SOLE PROPERTY OF DESIGN + ZONE. INFORMATION SHOWN HEREON IS NOT TO BE USED OR REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN CONSENT OF DESIGN+ZONE/INTERNATIONAL. COPYRIGHT 2004

CLIENT

FOR THE INFORMATION OF THE CLIENT, THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL INFORMATION AND CONDITIONS ON THE JOB SITE PRIOR TO COMMENCEMENT OF WORK.

GO FISH  
 DESIGN AND CONSTRUCTION  
 4700 BELLEVUE BLVD. SUITE 100  
 BELLEVUE, WA 98004  
 (206) 461-1111  
 www.gofish.com

SHEET A1



- DEMO NOTES**
1. PROVIDE PROTECTION FROM WEATHER AND VIBRATIONS DURING DEMO AND CONSTRUCTION
  2. SALVAGE DEMO MATERIALS FOR USE ACCORDING TO OWNERS INSTRUCTIONS

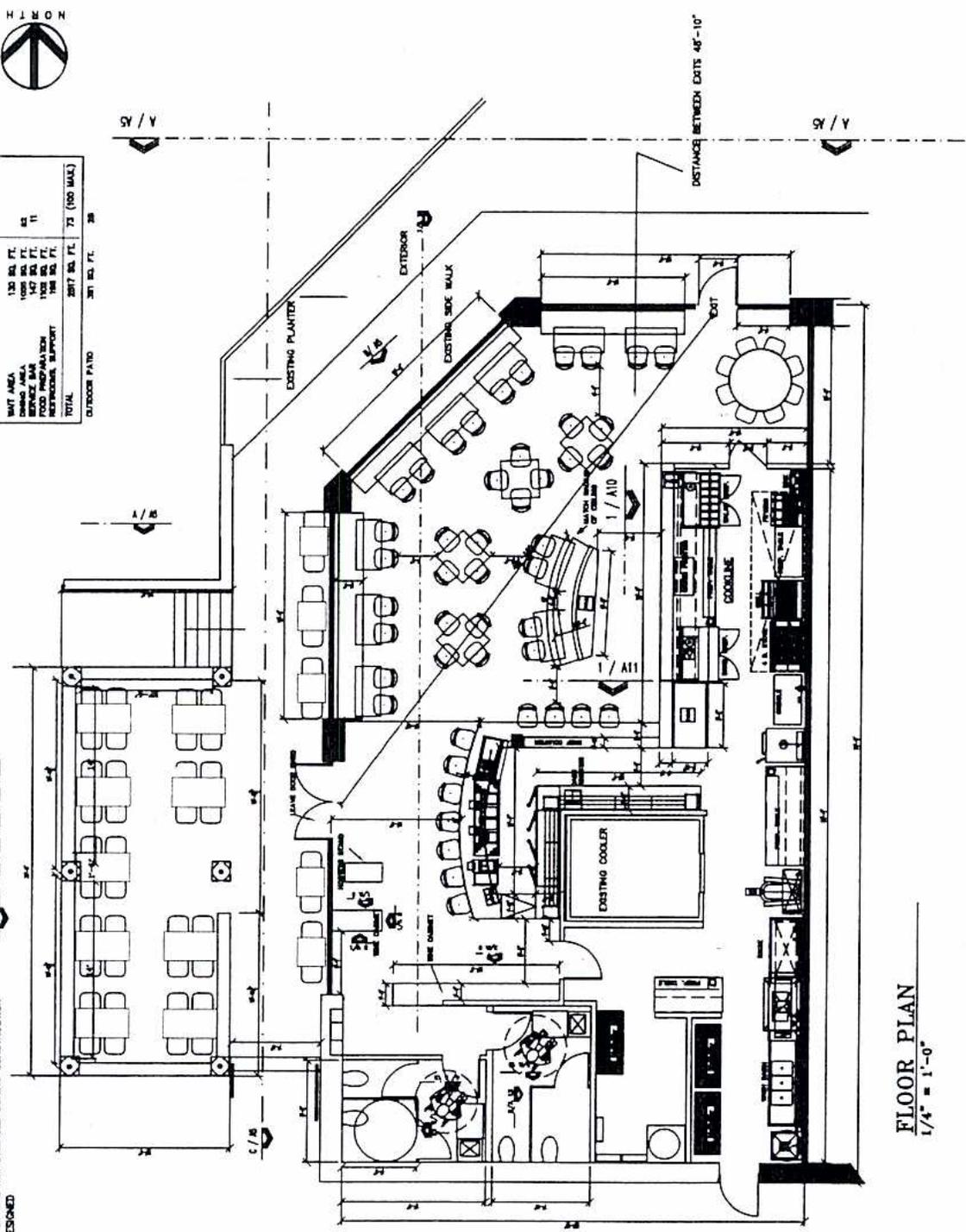
**EXISTING AND DEMO PLAN**  
 1/4" = 1'-0"

SEATING CALCULATIONS

NET AREA	128 SQ. FT.	65	11
BAR AREA	147 SQ. FT.	75	11
SERVICE BAR	100 SQ. FT.	50	11
FOOD PREPARATION	100 SQ. FT.	50	11
RESTROOM SUPPORT	100 SQ. FT.	50	11
TOTAL	575 SQ. FT.	287	55 (100 MAX)

OUTDOOR PATIO: 200 SQ. FT.

GENERAL NOTES  
 1. CONFORM TO ALL LOCAL BUILDING, ELECTRICAL, MECHANICAL, PLUMBING AND HEALTH CODES  
 2. PROTECT EXISTING ITEMS THAT WILL REMAIN SO THEY ARE NOT DAMAGED DURING CONSTRUCTION  
 3. VERIFY ALL EXISTING EQUIPMENT FUNCTIONS AS DESIGNED



FLOOR PLAN  
 1/4" = 1'-0"

DATE: DEC. 04, 2004	FILE: RCP PLAN	JOB NUMBER: _____	REVISIONS: _____
------------------------	-------------------	----------------------	---------------------

CLIENT:

PROFESSIONAL INFORMATION:  
 WE FORMERLY WERE  
 REGISTERED AS ARCHITECTS  
 IN THE STATE OF CALIFORNIA  
 BUT ARE NOW REGISTERED AS  
 ELECTRICAL ENGINEERS  
 LICENSE NO. 44111  
 WE ARE CURRENTLY REGISTERED  
 AS ELECTRICAL ENGINEERS  
 LICENSE NO. 44111

RESTAURANT AND BAR  
 4200 DEL MAR BLVD. SUITE 100  
 DEL MAR, CA 92014  
 619.434.1111  
 619.434.1112

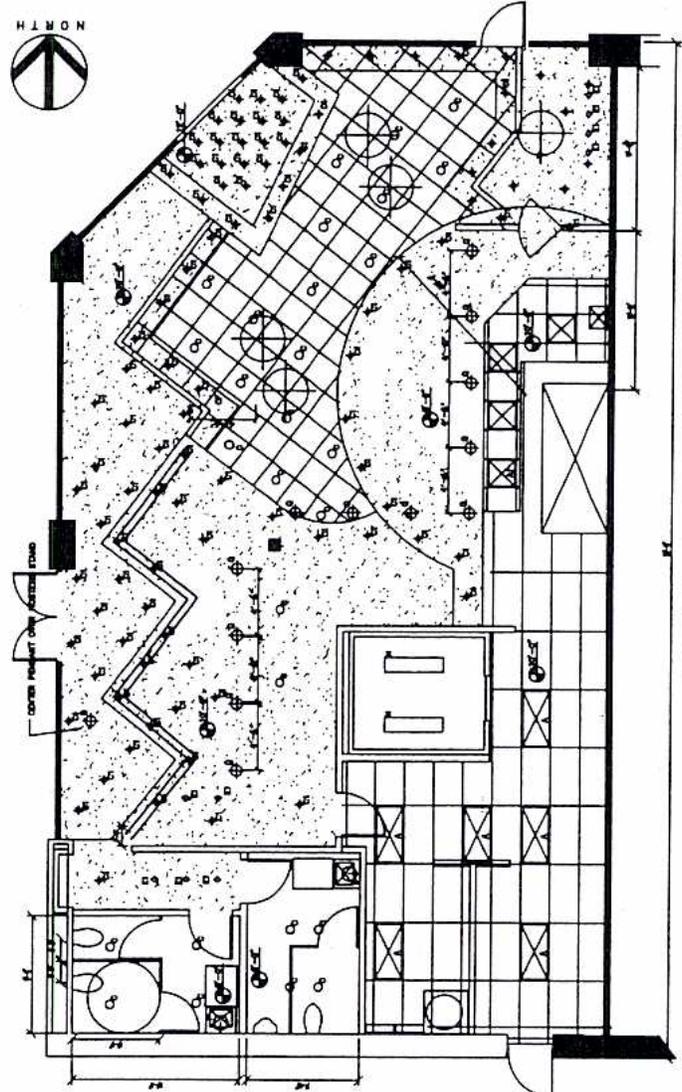
SHEET  
A3

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GENERAL CEILING NOTES

ALL CEILINGS IN FOOD PREP AREAS TO BE CLEAN ABLE  
 RE-LAMP ALL EXISTING LIGHTS AS NEEDED  
 ENSURE ALL LIGHT FIXTURES OVER FOOD PREP HAVE SHATTER-PROOF LENSES

EXISTING 2 X 4 FLUORESCENT  
 EXISTING 2 X 2 FLUORESCENT  
 EXISTING COMPACT FLUORESCENT RECESSED CAN  
 EXISTING COMPACT FLUORESCENT RECESSED CAN  
 EXISTING DIRECTIONAL SPOT  
 EXISTING COMPACT FLUORESCENT RECESSED CAN  
 WALL SCONCE. MODEL TO BE DETERMINED  
 DECORATIVE PENDANT. MODEL TO BE DETERMINED  
 LARGE CHANDLERS. MODEL TO BE DETERMINED



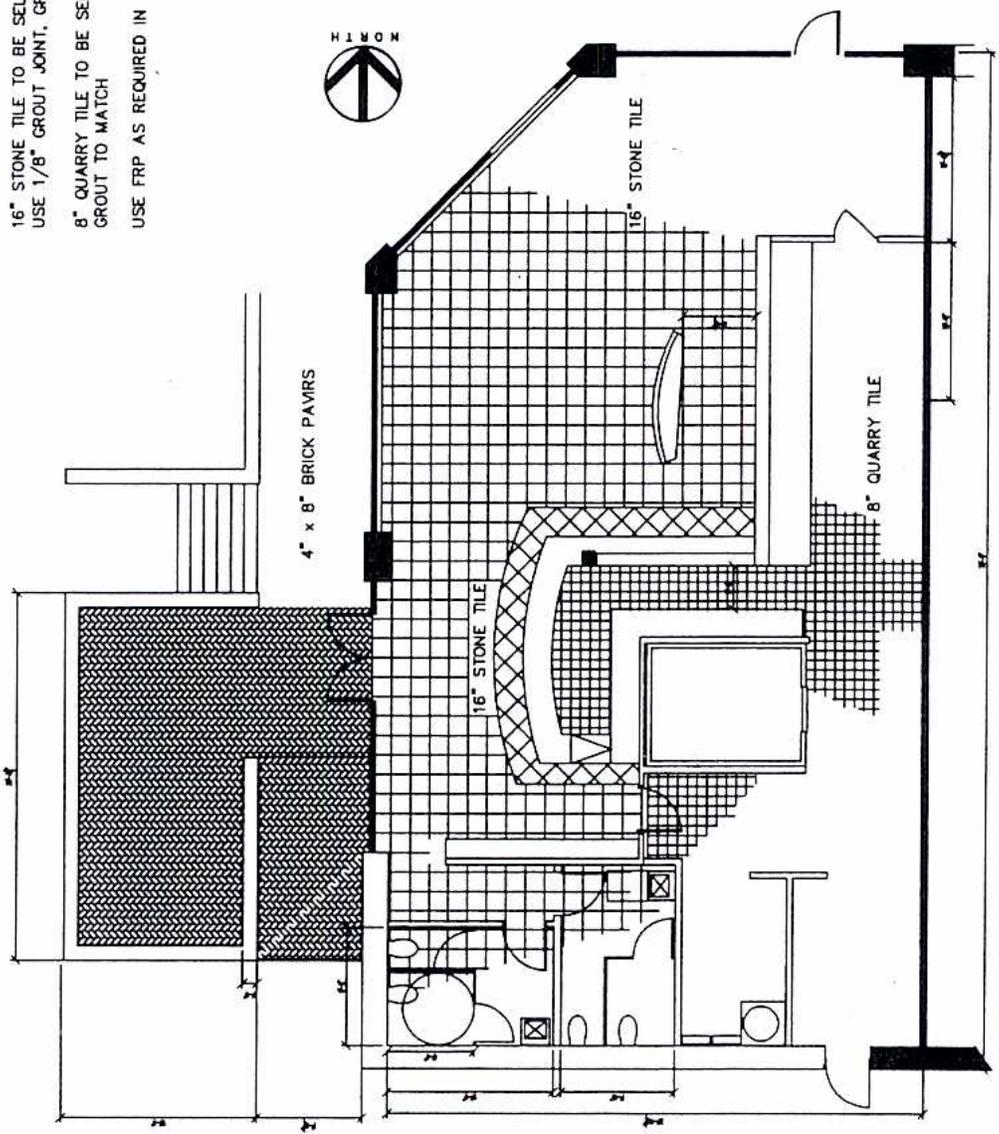
EXISTING RCP AND LIGHTING PLAN

SCALE 1/4"= 1'

DATE DEC. 04, 2004	FILE RCP PLAN	JOB NUMBER	REVISIONS	CLIENT	REVISED INFORMATION NO CHANGE IN EXISTING CONDITIONS DATE: 12/04/04 BY: [signature]	RESTAURANT AND BAKERY 4750 BELMONT AVENUE, SUITE 100 ADDISON, TX	CO FISH SHEET A4
-----------------------	------------------	------------	-----------	--------	---	--	------------------------

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16" STONE TILE TO BE SELECTED BY OWNER  
 USE 1/8" GROUT JOINT, GROUT COLOR TO BE SELECTED  
 8" QUARRY TILE TO BE SELECTED BY OWNER  
 GROUT TO MATCH  
 USE FRP AS REQUIRED IN KITCHEN



FLOOR FINISHES  
 1/4" = 1'-0"

DATE: MAY 01, 2001  
 FILE: IS/FIELD  
 JOB NUMBER:  
 REVISIONS:

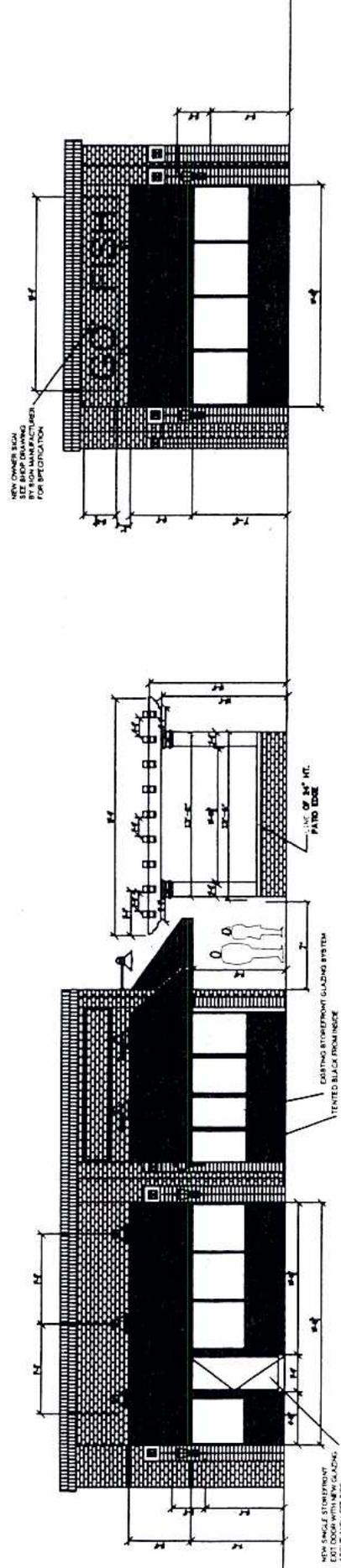
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CLIENT:

DESIGN ZONE+ PARTNERSHIP  
 1000 15TH AVENUE, SUITE 100  
 DENVER, CO 80202  
 (303) 733-1111  
 www.designzone.com

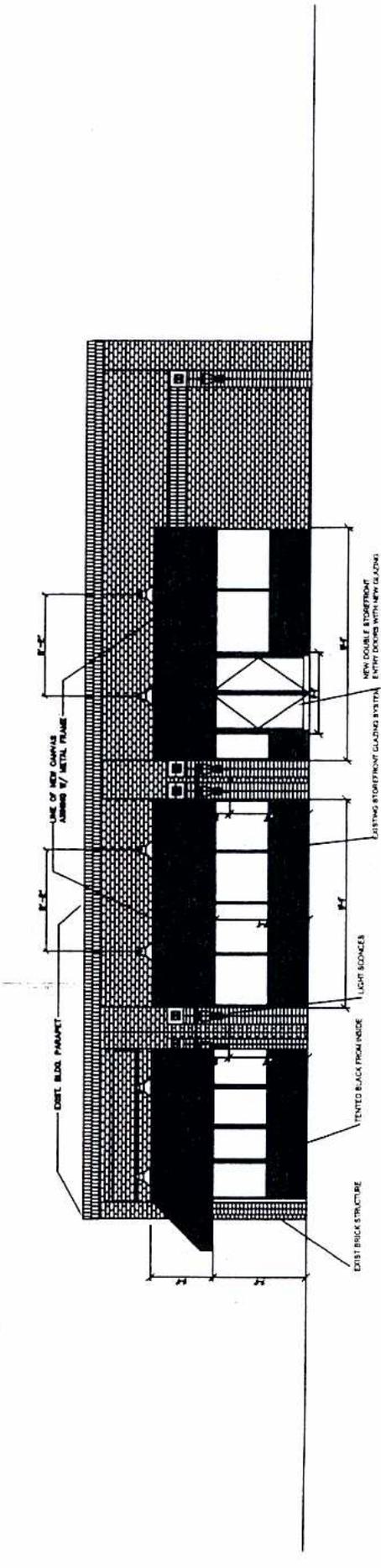
GO FISH  
 RESTAURANT AND BAR  
 DESIGN CENTER  
 4000 DELAWARE STREET, SUITE 100  
 AUSTON, TX

SHEET  
 A5



**A** STOREFRONT ELEVATION  
 1/4" = 1'-0"

**B** STOREFRONT ELEVATION  
 1/4" = 1'-0"



**C** STOREFRONT ELEVATION  
 1/4" = 1'-0"

**C** STOREFRONT ELEVATION  
 1/4" = 1'-0"

DATE: DEC. 01, 2004  
 FILE: TRELISES PLAN AND ELEVATION  
 JOB NUMBER: \_\_\_\_\_  
 REVISIONS: \_\_\_\_\_

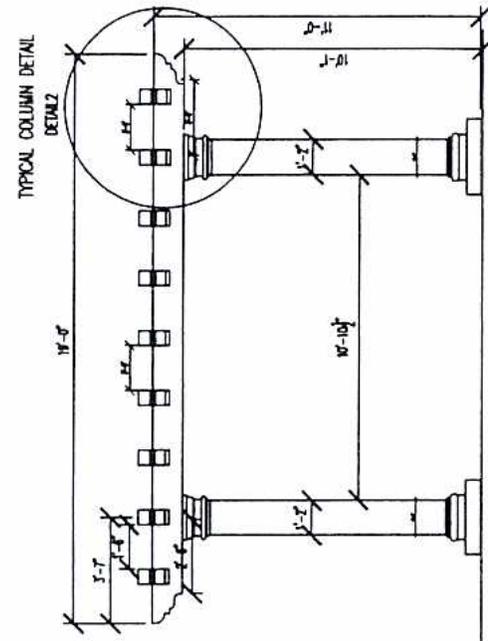
DATE

PROJECT INFORMATION  
 PROJECT NO. 04-001  
 PROJECT NAME: GOLF COURSE  
 PROJECT LOCATION: GOLF COURSE  
 PROJECT ADDRESS: GOLF COURSE

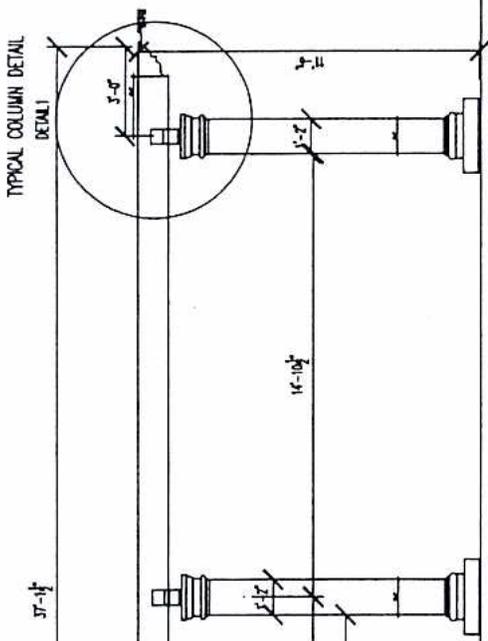
GOLF FISH  
 RESTAURANT AND BAR  
 DESIGN ARCHITECTS  
 4750 BELTLINE DRIVE, SUITE 100  
 AUSTON, TX

SHEET  
 A6

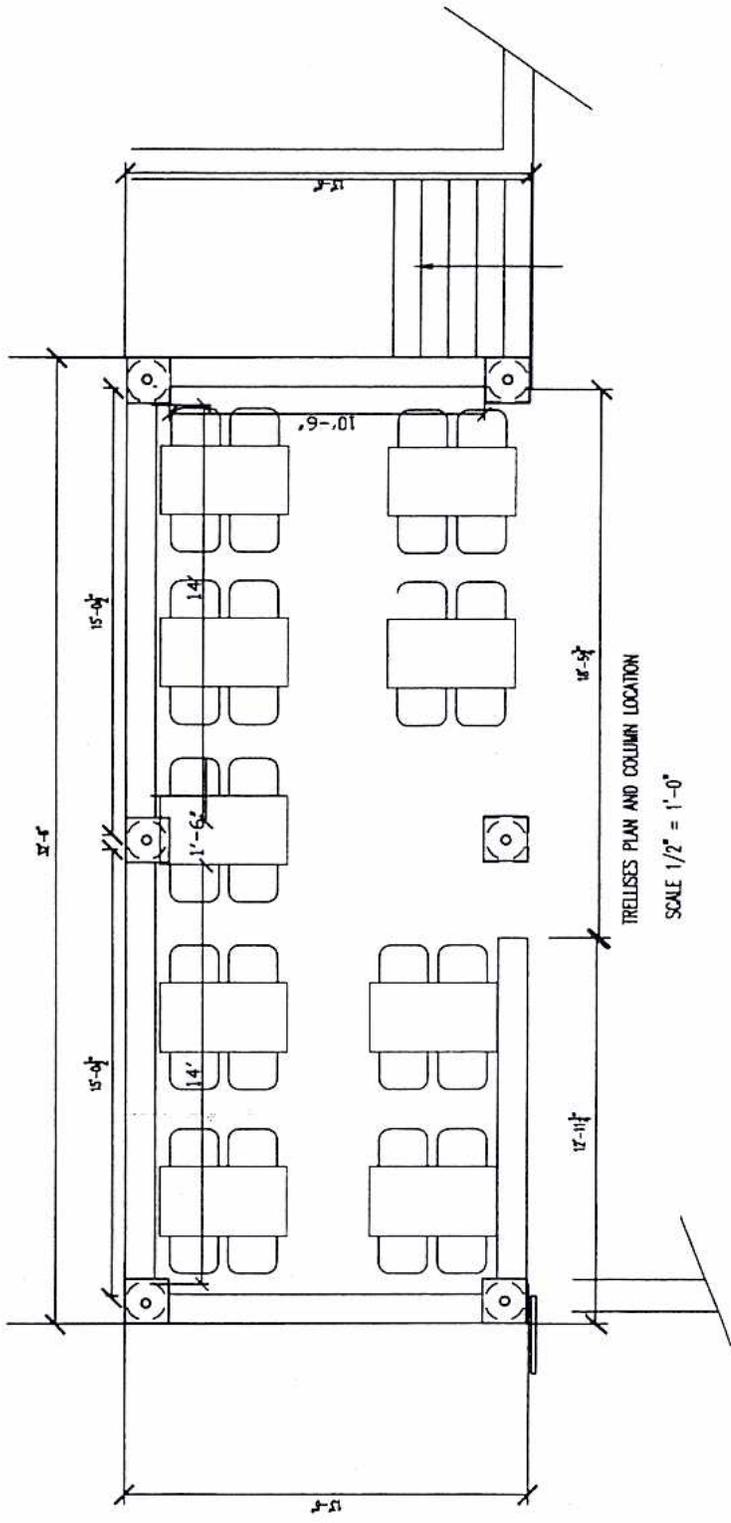
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 PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND  
 RETRIEVAL SYSTEM, WITHOUT WRITTEN CONSENT OF DESIGN + CON-  
 STRUCTION, INC.



2 TRELISES ELEVATION  
 SCALE 1/2" = 1'-0"



1 TRELISES ELEVATION  
 SCALE 1/2" = 1'-0"



TRELISES PLAN AND COLUMN LOCATION  
 SCALE 1/2" = 1'-0"

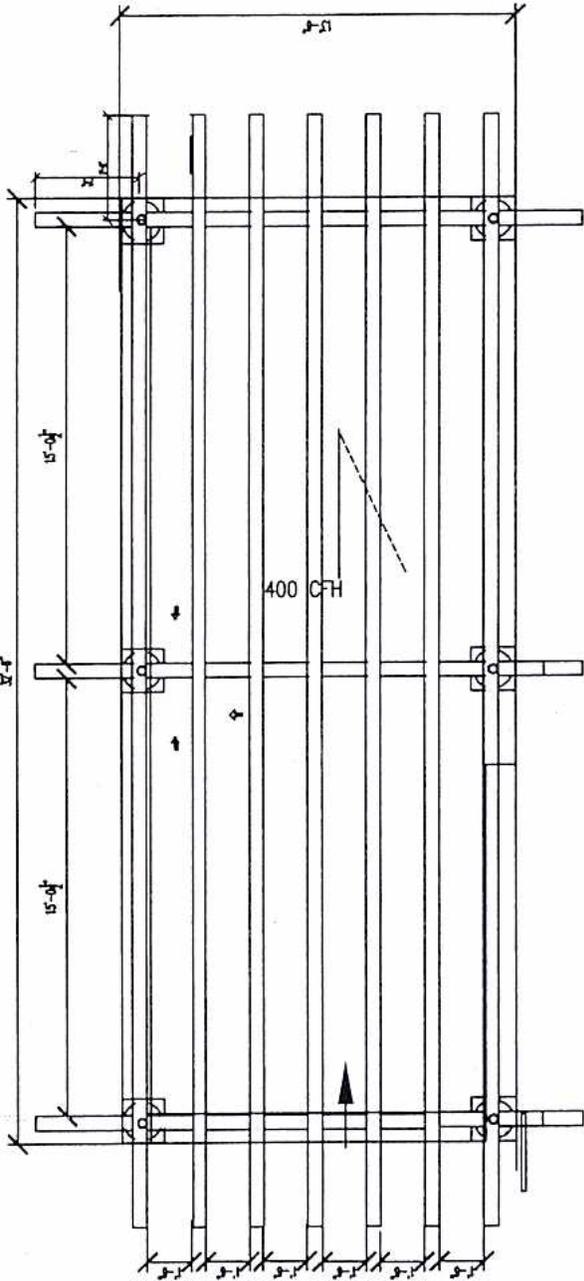
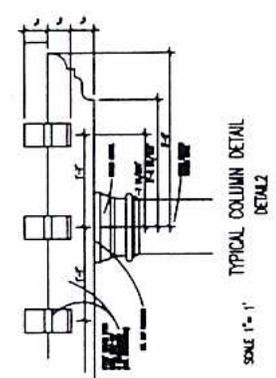
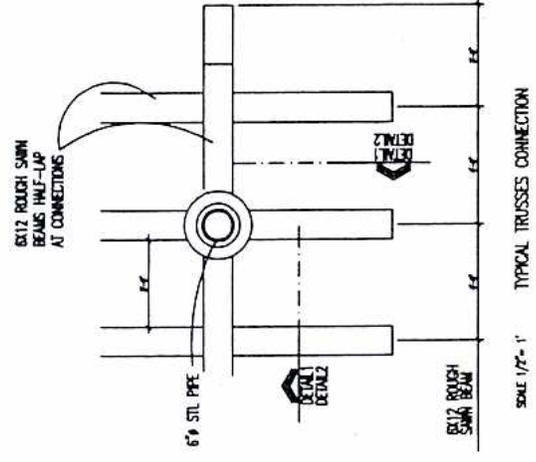
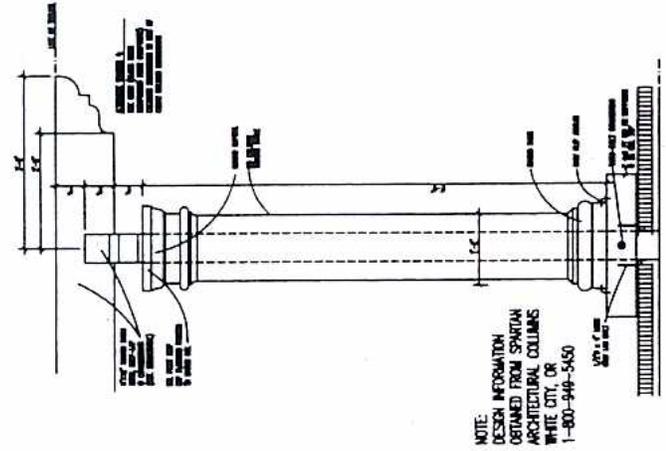
DATE	REV.	DESCRIPTION
DEC. 04, 2004	1	TRUSS DETAIL
		JOB NUMBER
		REVISIONS

CLIENT:

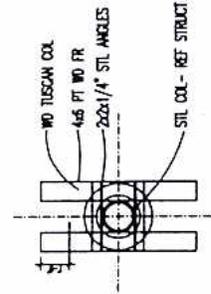
DESIGN APPROVED BY: [Signature]

ESTIMATE AND BAR  
 DESIGN CENTER  
 4700 BELLINGHAM AVENUE  
 SEASIDE, WA 98148  
 (206) 885-1100  
 WWW.DESIGNCENTER.COM

SHEET  
 A7



TYPICAL COLUMN DETAIL







DATE: DEC. 01, 2004  
 FILE: INTERIOR DETAIL  
 JOB NUMBER:  
 REVISIONS:

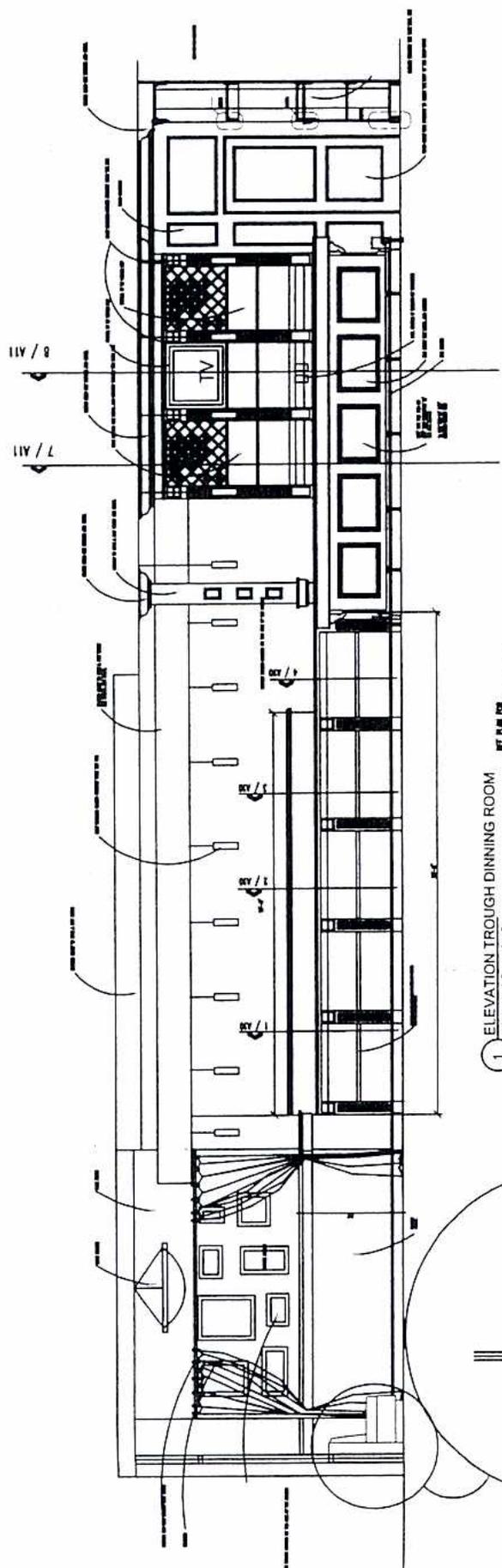
CODE:

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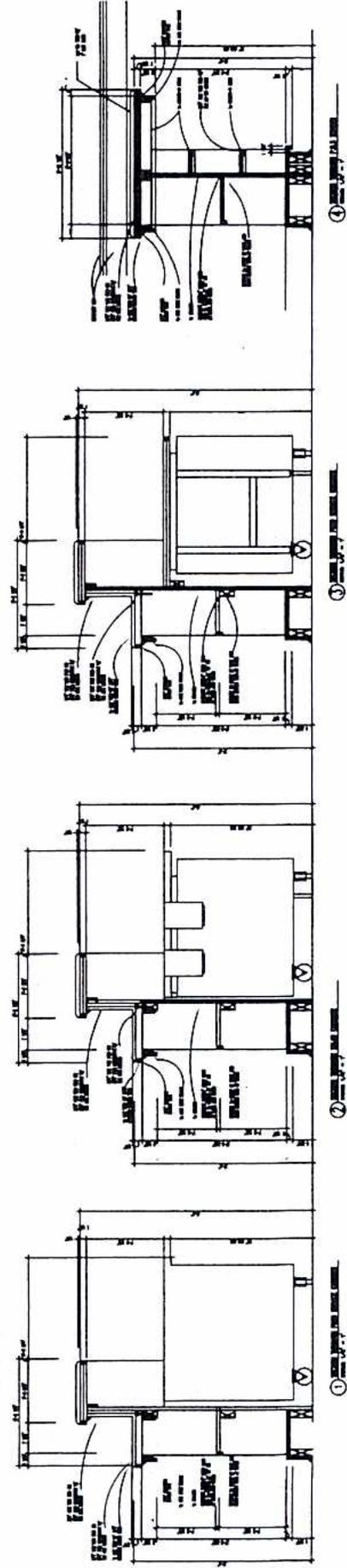
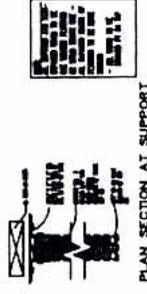
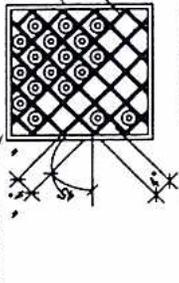
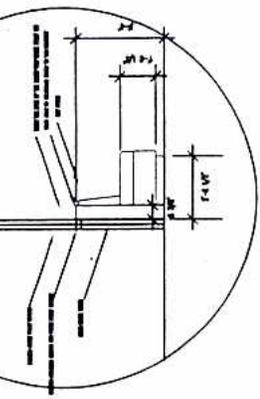
DESIGNER: DESIGN + ZONE  
 ARCHITECT: DESIGN + ZONE  
 1000 BROADWAY, SUITE 1000  
 NEW YORK, NY 10018  
 TEL: 212 693 1100  
 FAX: 212 693 1101  
 WWW.DZNY.COM

GO FISH  
 RESTAURANT AND BAR  
 1000 BROADWAY, SUITE 1000  
 NEW YORK, NY 10018

SHEET  
 A10



1 ELEVATION TROUGH DINING ROOM  
 SCALE: 1/2" = 1'-0"







DATE  
DEC. 01, 2004

FILE  
BATHROOMS

JOB NUMBER

REVISIONS

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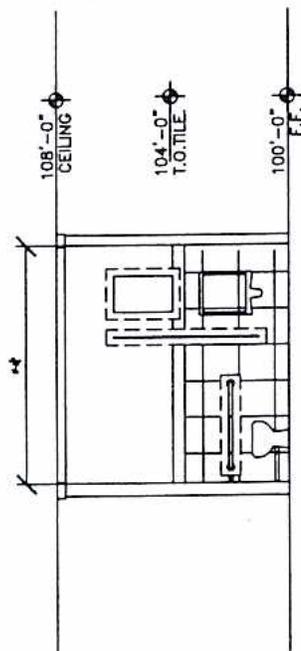
CLIENT:

DESIGN AND CONSTRUCTION  
1000 BROADWAY  
NEW YORK, NY 10018  
TEL: 212 693 9000  
WWW.DZNY.COM

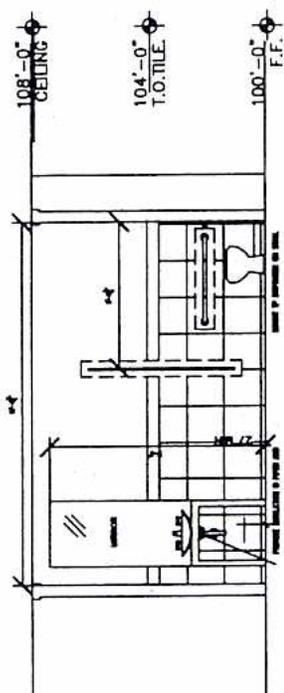
DESIGN AND CONSTRUCTION  
1000 BROADWAY  
NEW YORK, NY 10018  
TEL: 212 693 9000  
WWW.DZNY.COM

COFFIN

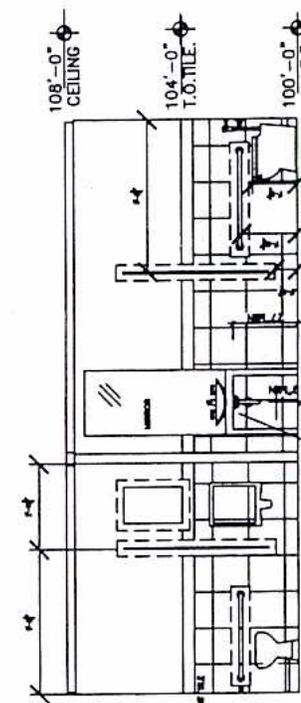
SHEET  
A 13



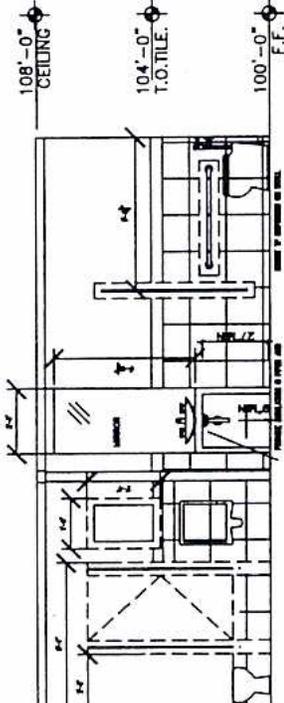
MAN  
SCALE 1/8" = 1'-0"



WOMEN  
SCALE 1/8" = 1'-0"

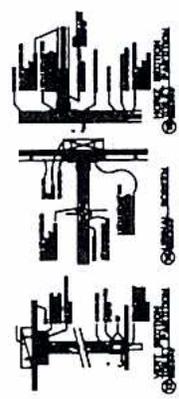


MAN  
SCALE 1/8" = 1'-0"

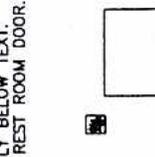
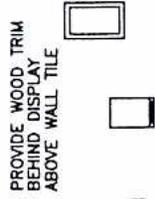
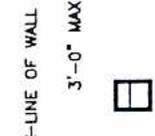


WOMEN  
SCALE 1/8" = 1'-0"

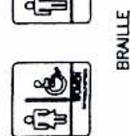
1.6 X 1.6 TILE WITH 1/4" ACCENT TILE  
 1.6 X 1.6 TILE WITH 1/4" ACCENT TILE  
 1.6 X 1.6 TILE WITH 1/4" ACCENT TILE



MIRROR GLASS



- USE 5/8" UPPER CASE HELVETICA MEDIUM WHITE LETTERS ON BROWN BACKGROUND.
- USE 1/32" RAISED LETTERS. USE GRADE 2 BRAILLE POSITIONED DIRECTLY BELOW TEXT.
- LOCATE ON WALL NEXT TO REST ROOM DOOR.

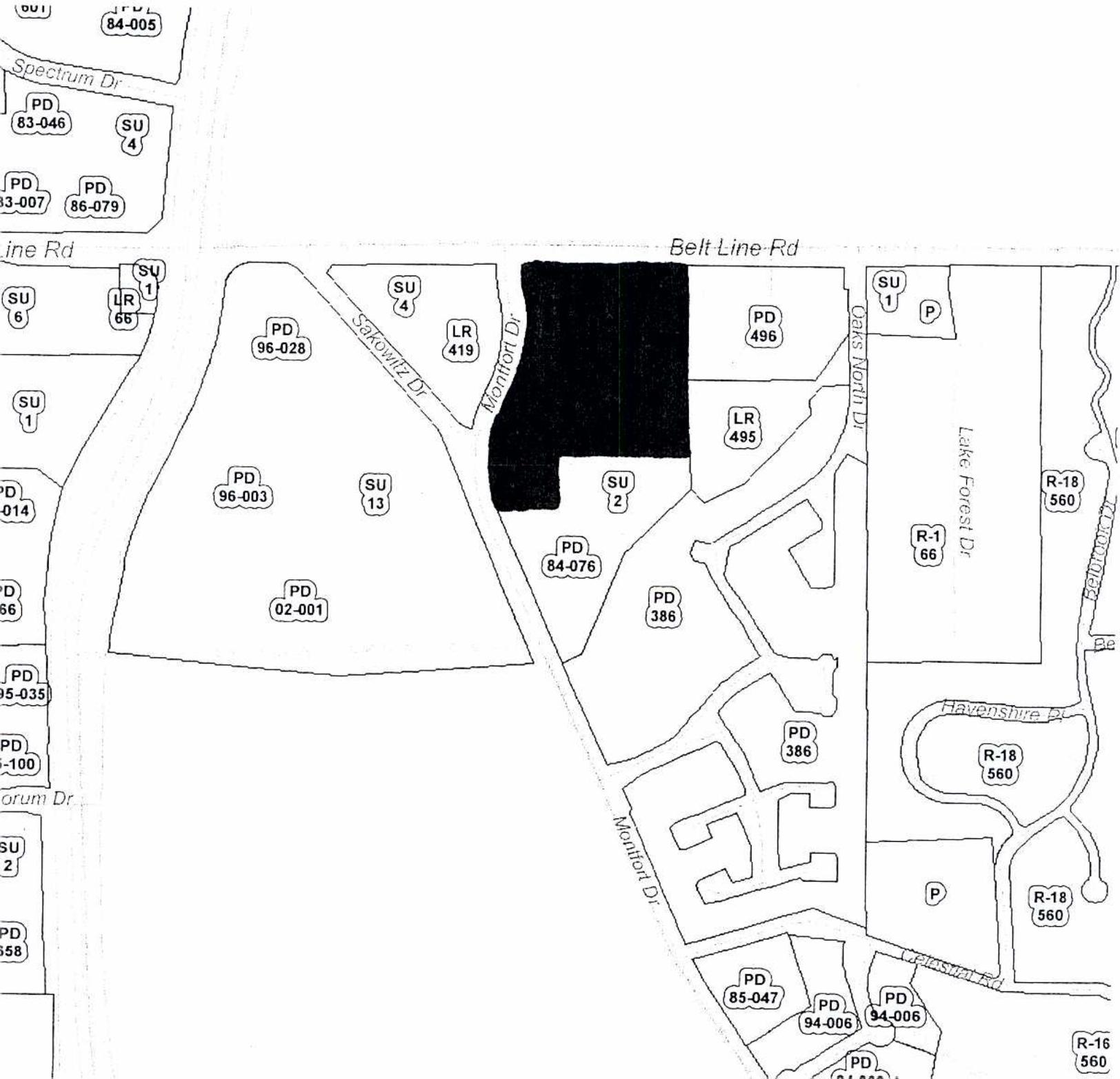


REST ROOM DISABILITY SIGNS (80) BABY CHANGING SOAP DISPENSER TOWEL DISPENSER NEWSPAPER DISPLAY LAVATORY & MIRROR  
 TOILET PAPER DISPENSER WATER CLOSET URINAL SS GRAB BAR  
 SANITARY NAPKIN DISPOSAL MIRROR GLASS  
 TOILET PAPER DISPENSER WATER CLOSET URINAL SS GRAB BAR  
 1'-0" Ø 42" GRAB BAR  
 LINE OF WALL

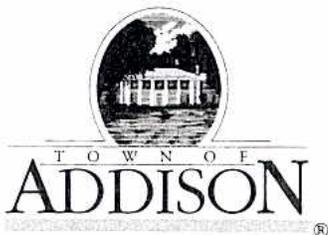


# 1483-SUP

Case 1483-SUP/Extreme Pita. Requesting approval of a Special Use Permit for a restaurant, located at 5290 Belt Line Road, on application from E.P. Texas Franchising Ltd., represented by Ms. Beverley Scott.



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 21, 2005

## STAFF REPORT

RE: Case 1483-SUP/Extreme Pita

LOCATION: 5290 Belt Line Road  
Prestonwood Place Shopping Center

REQUEST: Approval of a Special Use Permit  
for a restaurant

APPLICANT: Extreme Pita

## DISCUSSION:

Background. This lease space is located in the Prestonwood Place Shopping Center. The restaurant is proposed for the lease space immediately south of the proposed Chipotle Mexican Grill. Extreme Pita is a new franchise. This will be the first restaurant in Texas. Extreme Pita does not serve alcoholic beverages.

Proposed Plan. The floor plan shows a 1,300-square foot restaurant. There is not a patio indicated. The staff has looked at the space and does not believe there is room on the sidewalk to add a patio. Food is ordered at a deli-style counter and then picked up by the customers. The drinks are self-service.

Parking. Restaurant uses in this center have a parking ratio of one space per 100 square feet. This restaurant will require 13 spaces. The site will provide sufficient parking. However, the shopping center owner should be aware that there is a limit to the amount of restaurant space that can be added to this center.

Landscaping. The landscaping on the site meets the requirements of the ordinance. However, Slade Strickland notes that the irrigation controllers for this center will need to be inspected to ensure the rain and freeze sensors are operable before issuance of a Certificate of Occupancy.

Food Service Code. This restaurant will require a grease trap, and the applicant should be advised that the restaurant will be subject to all regulations contained in the Addison Food Service Ordinance.

Signage. The applicant will not make any changes to the existing EIFS façade for the space. The plans show a sign on the facade, but the applicant should be aware that signs cannot be approved through this process. All signs for the restaurant must comply with the requirements of the Addison Sign Ordinance.

**RECOMMENDATION:**

Staff recommends approval of the Special Use Permit for a restaurant, and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, subject to the following conditions:

-The irrigation controllers for this center will need to be inspected to ensure the rain and freeze sensors are operable before issuance of a Certificate of Occupancy.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'C Moran'.

Carmen Moran  
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on January 27, 2005, voted to recommend approval of your request subject to the following condition:

-The irrigation controllers for this center will need to be inspected to ensure the rain and freeze sensors are operable before issuance of a Certificate of Occupancy.

Voting Aye: Bernstein, Chafin, Doepfner, Knott, Mellow

Voting Nay: None

Absent: Benjet, Jandura

## Memorandum

Date: January 11, 2005  
To: Carmen Moran, Director of Development Services  
From: Slade Strickland, Director of Parks and Recreation  
Subject: **Extreme Pita**

There are no landscape requirements for this case. The irrigation controllers for this center will need to be inspected to ensure the rain and freeze sensors are operable before issuance of a Certificate of Occupancy.

Halbach • Dietz  
Architects

Architect  
3101 Duffel Avenue  
Suite 102A  
Dallas, TX 75241  
Tel: 972.342.1200  
Fax: 972.342.1201  
www.halbachdietz.com



10-25-2004  
10-25-2004  
CONTRACT NO. HA-00000000000000000000

AS-BUILT FLOOR PLAN  
OF  
PRESTONWOOD PLACE  
SUITES 102A & 103  
1200 BELTLINE ROAD  
ADDISON, TEXAS

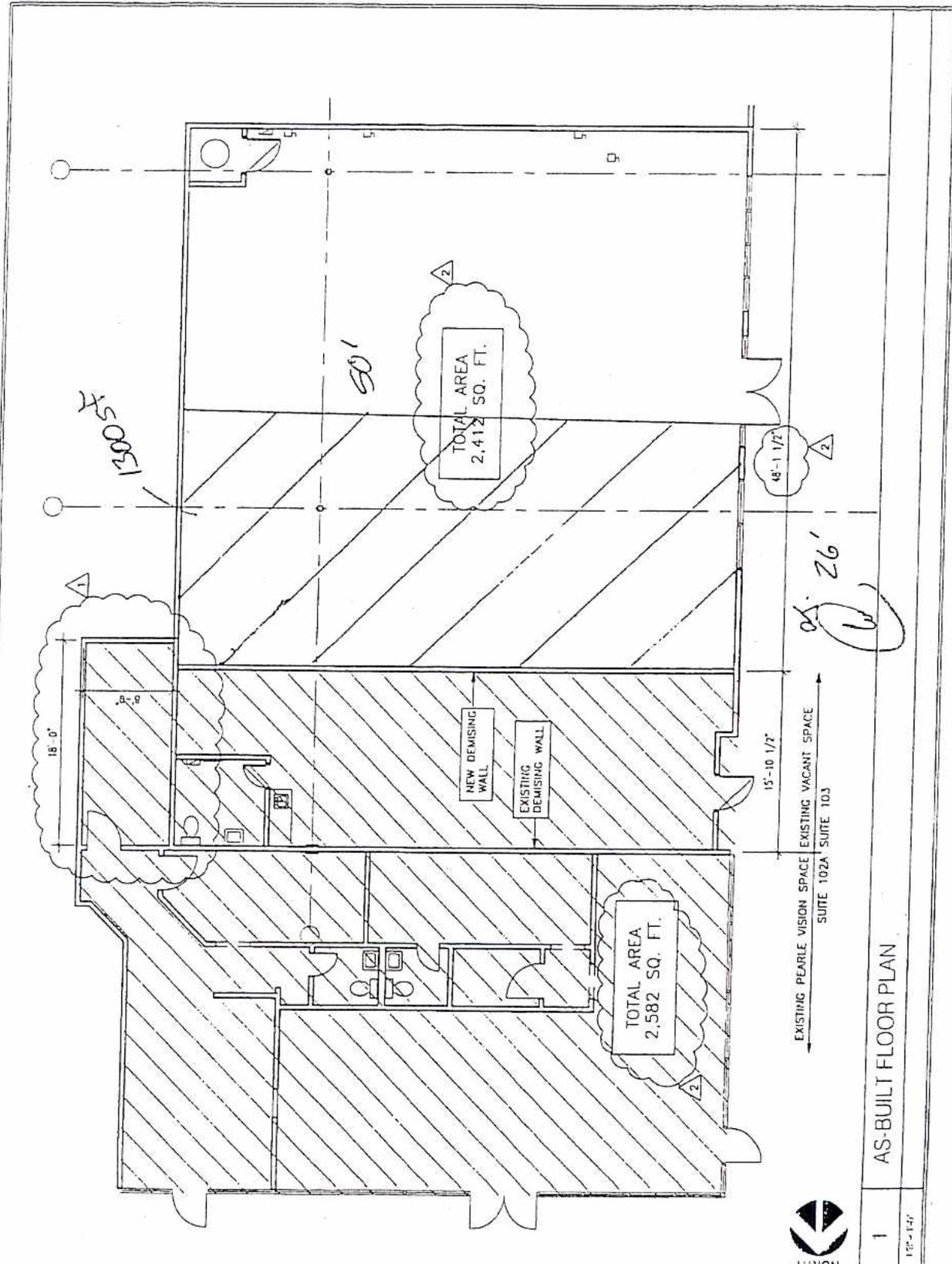
Revised:  
11-3-2004 DEMISING WALL LOCATIONS  
11-15-2004 AREA CALCULATIONS

Sheet No.:

Drawn: [Name]  
Checked: [Name]  
Phase: [Name]  
Electrical: [Name]

Scale:

1/8" = 1'-0"

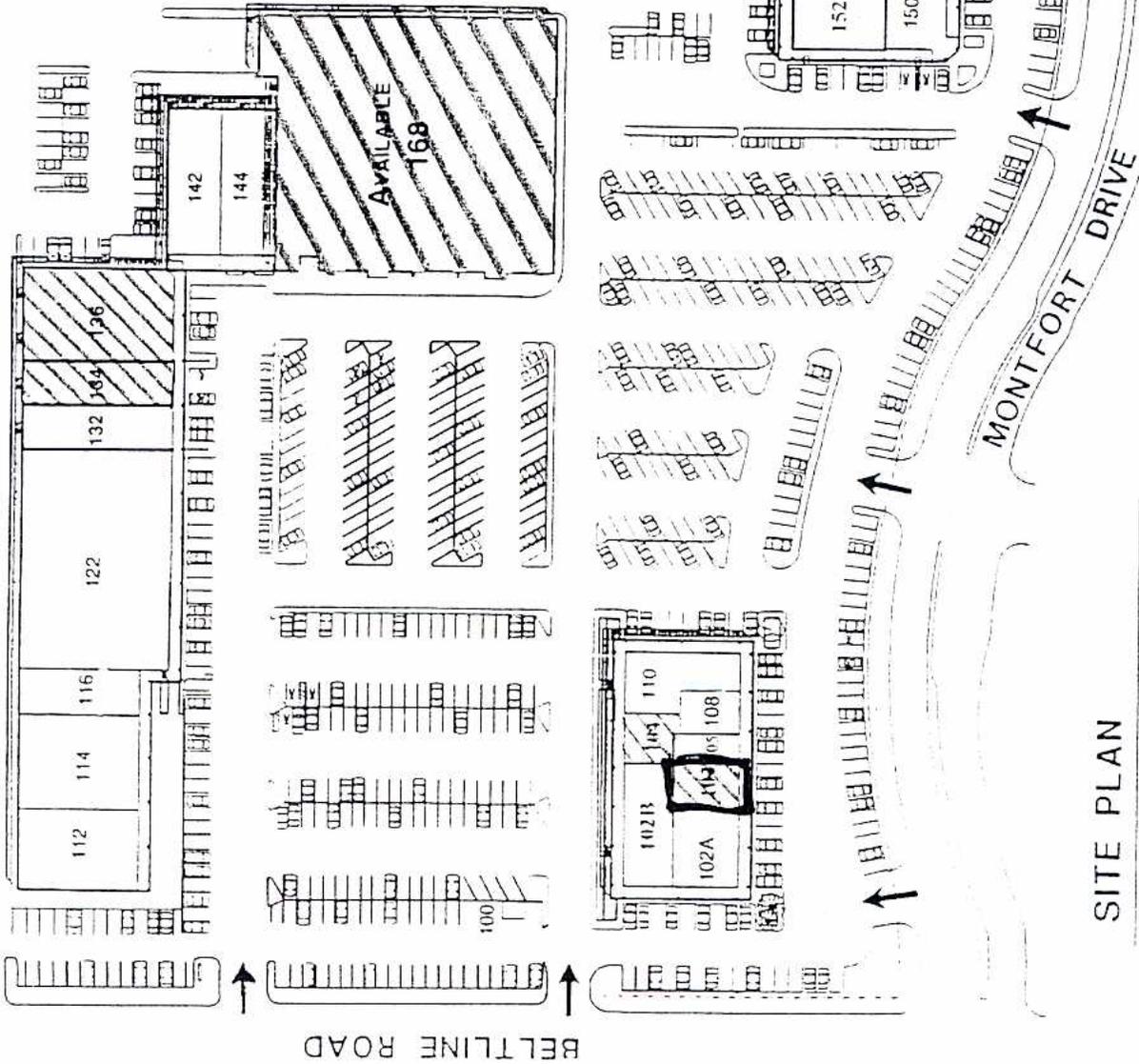


1 AS-BUILT FLOOR PLAN

10-1-14

# PRESTONWOOD PLACE

Suite	Tenant	Sq. Ft.
100	Joe's Keys	168
102A	Chipotle	2,500
102B	Soho Jazz Cafe	1,443
103	Available	1,519
104	Available	1,227
105	Pearle Vision	1,000
108	Addison Cafe	2,000
110	The Great Outdoors	2,300
112	La Madeleine	5,840
114	Enchilada's	5,200
118	Cafe Gecko	2,440
122	The Consignment Store	14,925
132	MoMo's Pasta	3,000
134	Available	2,994
136	Available	6,000
142	Vernon's Grille	3,500
144	Chow Thai	3,500
150	Logan's On The Belt	5,200
151	K Ratan Tailor	1,800
152	Raymond Stark Salon	2,010
156	Weight Watchers	1,517
158	Planned Parenthood	999
168	Available	62,608



SITE PLAN



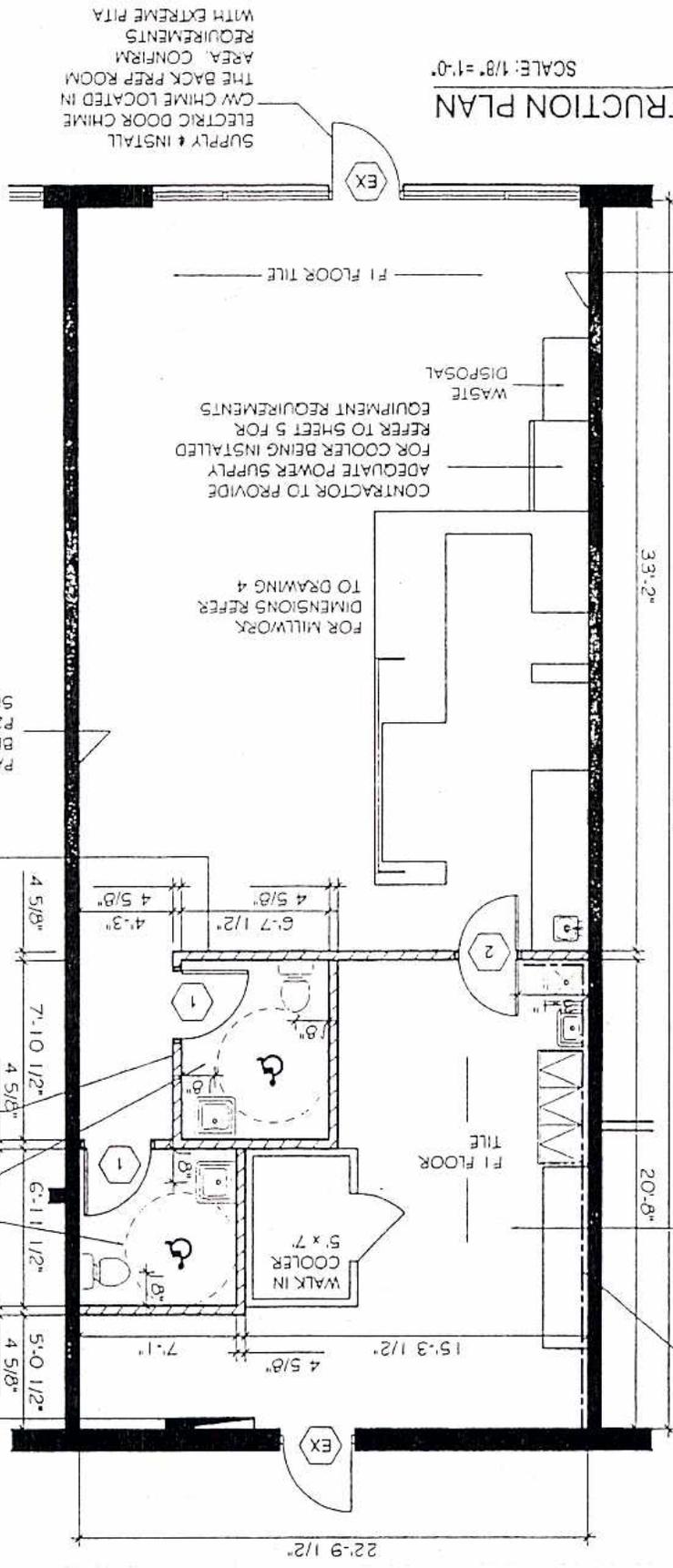
8235 Douglas Avenue, Suite 720  
Dallas, TX 75225

Phone: 214-378-1212  
Fax: 214-378-1213

ma  
 1. s  
 t: 416.4  
 JOB #

FINISHES:  
 1. WALLS FOR PA  
 CHAIR RAIL AND  
 OTHERWISE NOT  
 2. CONTRACTOR  
 CERAMIC TILE TR  
 COOKING AREA /  
 AREAS INCLUDIN  
 MILLWORK  
 DEMOLITION  
 GENERAL CONTR  
 FOR DEMOLISHIN  
 REQUIRED.  
 MAKE GOOD ALL  
 NEW FINISHES. N  
 READY FOR NEW  
 LIGHTING AND T-  
 CONFIRM HEIGHT  
 W/ ANDY REES @  
 DETERMINE REUS  
 x 17

POSITION ELECTRICAL  
 CONTRACTOR TO INCLUDE CO  
 OF RELOCATION IF REQUIRED  
 PANEL HERE  
 PAINT W/C WALLS P2 - ALLO  
 FOR P4 ON TOILET WALL IN  
 WASHROOM. CONTINUE FL  
 TILE ONTO WALLS TO 4'-0"  
 PAINT BACK WALL FINISH P  
 BELOW CHAIR RAIL & FINISH  
 P2 ABOVE. FOR CHAIR RA  
 SIZE SEE 4  
 8  
 PAINT BACK WALL FINISH P  
 BELOW CHAIR RAIL & FINISH  
 P4 ABOVE. FOR CHAIR RA  
 SIZE SEE 4  
 8  
 PAINT BACK WALL FINISH P  
 BELOW CHAIR RAIL & FINISH  
 P2 ABOVE. FOR CHAIR RAIL  
 SIZE & FINISH SEE 4  
 8



SCALE: 1/8" = 1'-0"

CONSTRUCTION PLAN

PAINT BACK WALL FINISH P4  
 BELOW CHAIR RAIL & FINISH  
 P2 ABOVE. FOR CHAIR RAIL  
 SIZE & FINISH SEE 4  
 8

CONTRACTOR TO PROVIDE  
 ADEQUATE POWER SUPPLY  
 FOR COOLER BEING INSTALLED  
 REFER TO SHEET 5 FOR  
 EQUIPMENT REQUIREMENTS  
 WASTE  
 DISPOSAL  
 FOR MILLWORK  
 TO DRAWING 4  
 DIMENSIONS REFER

PAINT BACK WALL FINISH P4  
 BELOW CHAIR RAIL & FINISH  
 P2 ABOVE. FOR CHAIR RAIL  
 SIZE & FINISH SEE 4  
 8

PAINT BACK WALL FINISH P  
 BELOW CHAIR RAIL & FINISH  
 P4 ABOVE. FOR CHAIR RA  
 SIZE SEE 4  
 8

PAINT BACK WALL FINISH P  
 BELOW CHAIR RAIL & FINISH  
 P2 ABOVE. FOR CHAIR RA  
 SIZE SEE 4  
 8

GENERAL CONTRACTOR  
 RESPONSIBLE FOR THE  
 INSTALLATION OF THE  
 KITCHEN VENTILATION  
 SYSTEM INCLUDING ALL  
 VENTING.

ALL PREP AREA WALLS  
 FOR PAINT FINISH P1

FINISH WITH B1 (WHITE FRP  
 BOARD) TO 8'-0" A.F.F. W/  
 WHITE PAINT ABOVE.  
 SUPPLIED & INSTALLED  
 BY G.C.

SUPPLY & INSTALL  
 ELECTRIC DOOR CHIME  
 THE BACK PREP ROOM.  
 AREA. CONFIRM  
 REQUIREMENTS  
 WITH EXTREME PITA

22'-9 1/2"

54'-2"

33'-2"

20'-8"

4'-5/8"

7'-10 1/2"

6'-11 1/2"

4'-5/8"

7'-1"

4'-5/8"

15'-3 1/2"

4'-5/8"

7'-1"

4'-5/8"

6'-7 1/2"

4'-3"

4'-5/8"

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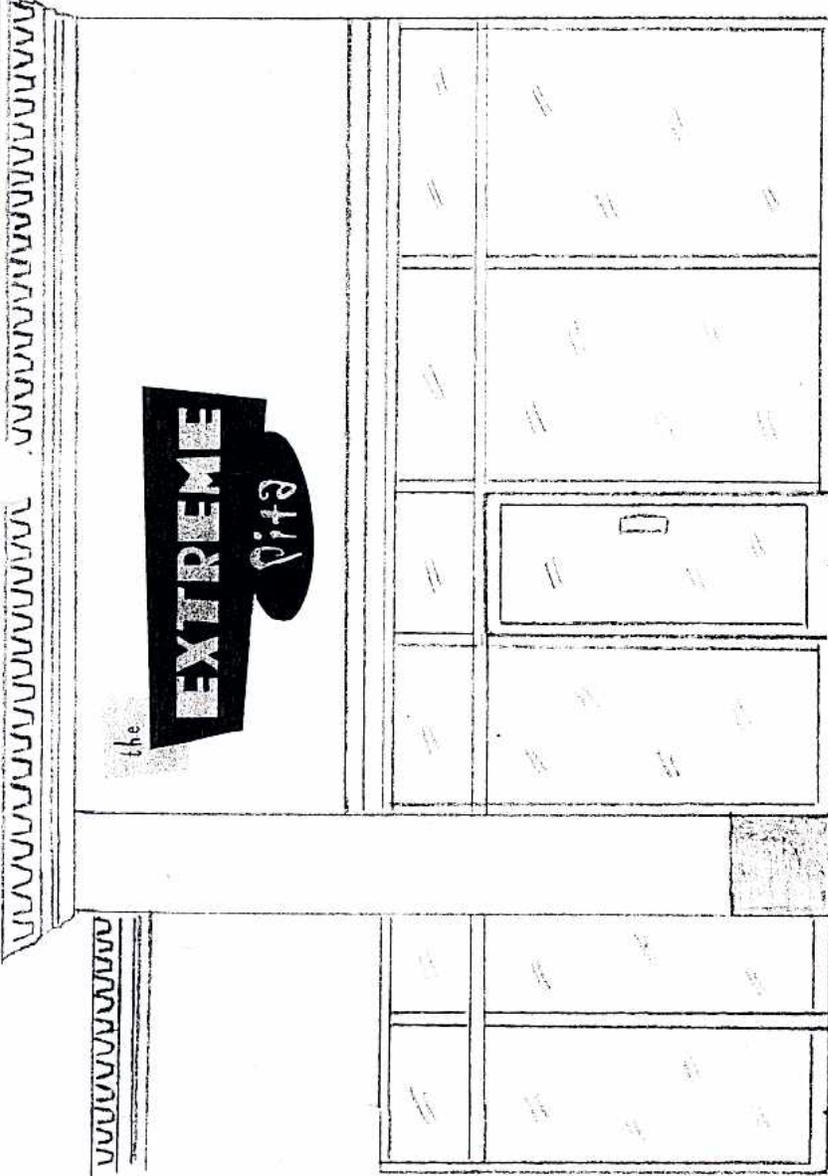
4'-5/8"

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4'-5/8"



Proposed 'The Extreme Pita'

SCALE: N.T.S.

APPROVED BY:

DRAWN BY PM

DATE: 1/2/05

REVISED

5290 Beltline Rd Addison, TX

Storefront Elevation

DRAWING NUMBER

Preliminary

MERITORIOUS EXCEPTION TO THE ADDISON SIGN ORDINANCE  
STAFF REPORT  
ME 2005-2

Date: January 31, 2005

Business: Century Bank

Location of Request: 3701 Belt Line Rd

Ordinance Requirement

Sec. 62-162 Premises Sign  
(C) There shall be only one sign for each facade for each tenant.

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 facade; 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 facade 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:

Sign Height (feet)	Maximum Letter/Logo Height (inches)
0 - 36	16
37 - 48	36
49 - 100	48
101 - 150	60
151 and up	7

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.

STAFF RECOMMENDATION: Staff recommends denial of the sign as requested.

Request

The applicant is requesting:

A additional sign on the south facade approximately 18 sq ft in area with a logo 24" in height and more than 50% of the letters 20" in height.

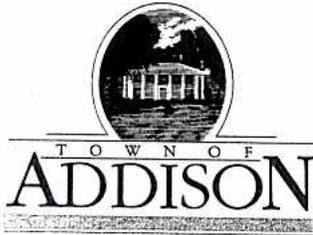
Variance

The ordinance allows:

Only 50% of the letters to be up to 20" in height and only one sign per tenant per facade.

STAFF:

  
Lynn Chandler, Building Official

**BUILDING INSPECTION DEPARTMENT**

16801 Westgrove Drive

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

Post Office Box 9010 Addison, Texas 75001-9010

To: Carmen Moran, Director Development Services

From: Lynn Chandler, Building Official

Date: January 31, 2005

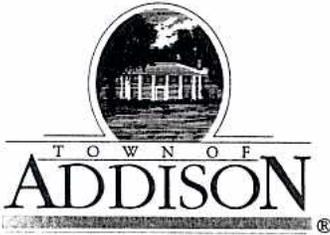
Subject: Exceptions to the Sign Ordinance for Attached Signs

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

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 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 2003.
17. Mama Fu's Noodle House located at 3711 Belt Line Rd was granted an exception for attached signs with letters 30" in height due to a setback of 115' from Belt Line Rd. Jan 2004.
18. Addison Walk located at 5000 Belt Line Rd was granted an exception for attached signs with letters 36", 30" and 24" in height due to setbacks of 100' to 179' from Belt line Rd. Jan 2004.
19. Authentix was granted an exception for an attached sign with letters 28', 25" and 21.5" in height due to a setback of 120' from Excel Parkway. Feb 2004.
20. Champps Restaurant was granted an exception for attached signs with letters 35", 28", 32.5" and 26" in height due to setbacks of 168' and 133' from Belt Line Rd. Mar 2004.
21. Pot Belly Sandwich Sandwich Works located at 4945 Belt line Rd was granted an exception for attached signs with letters 30" in height due o a setback of 95' from Belt Line Rd. May 2004.

22. Wachovia Bank located at 5080 Spectrum Dr was granted an exception for attached signs with a logo 30" in height and more than 50% of the letters exceeding 16" in height due to the area of the facades they were located on. November, 2004.
23. Sam's located at 4150 Belt Line Rd was granted an exception for three attached signs, with areas of 147 sq ft and a 36" letter, 92 sq ft and a 24" letter, and 25 sq ft due to a set back of 410 ft from Belt Line Rd, the size of the façade it's on and that the number of signs was reduced from six to three. December, 2004.
24. Charter Furniture located at 15101 Midway Rd was granted an exception for three additional signs on the east façade due to the construction of the Midway Rd bridge next to their building. January 31, 2005.

**BUILDING INSPECTION DEPARTMENT**

16801 Westgrove Drive

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

Post Office Box 9010 Addison, Texas 75001-9010

To: Carmen Moran, Director of Development Services

From:  Lynn Chandler, Building Official

Date: January 31, 2005

Subject: Meritorious Exceptions to the Sign Ordinance

The following exceptions have been granted for detached signs:

1. 14951 Dallas Parkway  
 Carter Crowley Properties ( Comp USA)  
 Meritorious Exception Ord. 093-030, May 11, 1993  
 Flag and Pole: Pole Height 120', Flag Area 760 sq. ft.  
  
 Comp USA was also granted an exception for a corporate flag 96 sq. ft. in area.  
 February 2003.
2. 16771 Dallas Parkway  
 Bent Tree National Bank  
 Meritorious Exception Ord. 094-070, October 25, 1994  
 Pole Sign: Height: 25', Area: 71 sq. ft.
3. 16251 Dallas Parkway  
 Mary Kay  
 Meritorious Exception Ord. 095-022, may 9, 1995  
 Monument Sign: Height 9', Area 54 sq. ft.
4. 14655 Dallas Parkway  
 Bay Street ( Lawry's)  
 Meritorious Exception Ord. 092-065, October 27, 1992  
 Pole Sign: Height 30', Area 72 sq. ft.
5. 5100 Belt Line Road  
 Village on the Parkway  
 Meritorious Exception Ord. 096-022, June 11, 1996  
 3 Towers: Height 44', Area 77 sq. ft.  
 And  
 2 signs from previous meritorious exception allowed to remain.  
 Ord. 094-047, July 21, 1994  
 Pole Sign: Height 29'6", Area 156 sq. ft.

6. Addison Town Center Shopping Center located in the 3700 to 3800 block of Belt Line Road was granted an exception for four pole signs that did not meet the design criteria or maximum area of the ordinance. November 2002
7. Addison Walk located at 5000 Belt line Road was granted an exception for two 72 sq ft pole signs that did not meet the design criteria of the sign ordinance. January 2004.
8. Lawry's located at 14655 Dallas Pkwy was granted an exception for a pole sign 35' in height and 114 sq ft in area due to it's location on Dallas Pkwy and it's unique design.

*Addison 50!*

Post Office Box 9010

Addison, Texas 75001-9010

5300 Belt Line Road

50 YEARS OF FUN!

(972) 450-7000

FAX (972) 450-7043

## MEMORANDUM

February 2, 2005

TO: Ron Whitehead, City Manager  
FROM: Chris Terry, Assistant City Manager, Carmen Moran,  
Director of Development Services  
SUBJECT: Aesthetic recommendation on sign request from Century  
Bank

We have reviewed the request for Meritorious Exception for two signs, on application from Century Bank. Lynn Chandler has evaluated the requests in the context of the Sign Ordinance and has recommended denial on both requests. However, at the Council's request, we offer an aesthetic recommendation.

We feel there is merit for allowing the ATM sign and flag above the ATM machine aisle in the drive-through area. We feel that the ATM sign will help customers of the bank identify which lane is used for the ATM machine as opposed to lanes used for tellers.

We do not feel there is merit for allowing the pole sign that Century Bank has proposed. While the Council has mentioned that it would like to do away with the standard for pole signs, the sign proposed by Century Bank is 14 feet in height as opposed to the 20-foot height the city presently holds as a standard. In addition, the sign is approximately 45 square feet in area as opposed to the 26 square feet currently allowed by the ordinance.

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: 1/27/05

Filing Fee: \$200.00

Applicant: Century Bank

Address: 2900 St. Michael Dr., 5th Floor Suite#:

Texarkana TX 75503 Phone#: (903) 334-8999

City State Zip Fax#: (903) 334-8987

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

Location where exception is requested:

3701 Belt Line Rd., Addison, TX 75001

Reasons for Meritorious Exception:

- 1) Visibility
2) Corporate Standard
3) Aesthetics

YOU MUST SUBMIT THE FOLLOWING:

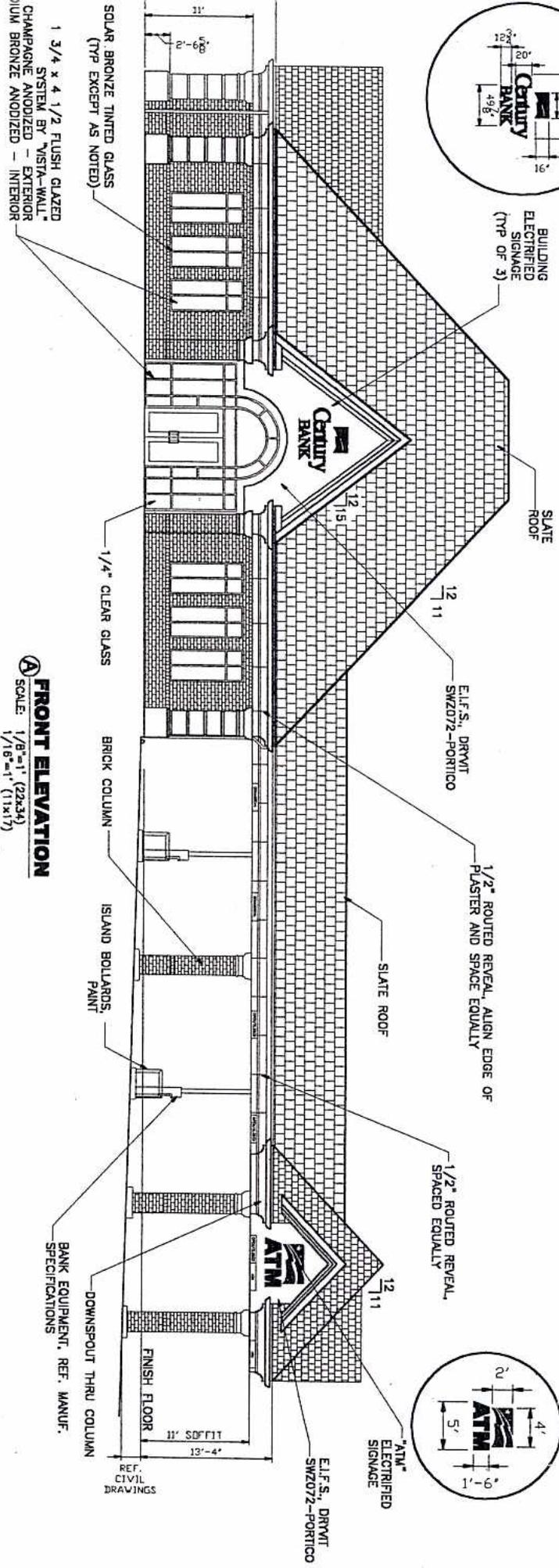
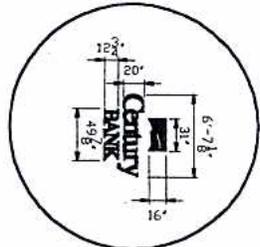
12 COPIES OF THE PROPOSED SIGN SHOWING:

- 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 1/27/05 Check # Credit Card Receipt # 1097

21569

# REQUESTED ATTACHED SIGNAGE

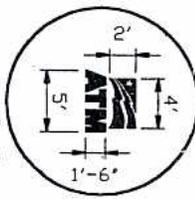


1 3/4" x 4 1/2" FLUSH GLAZED SYSTEM BY "VISTA-WALL" CHAMPAGNE ANODIZED - EXTERIOR OUM BRONZE ANODIZED - INTERIOR

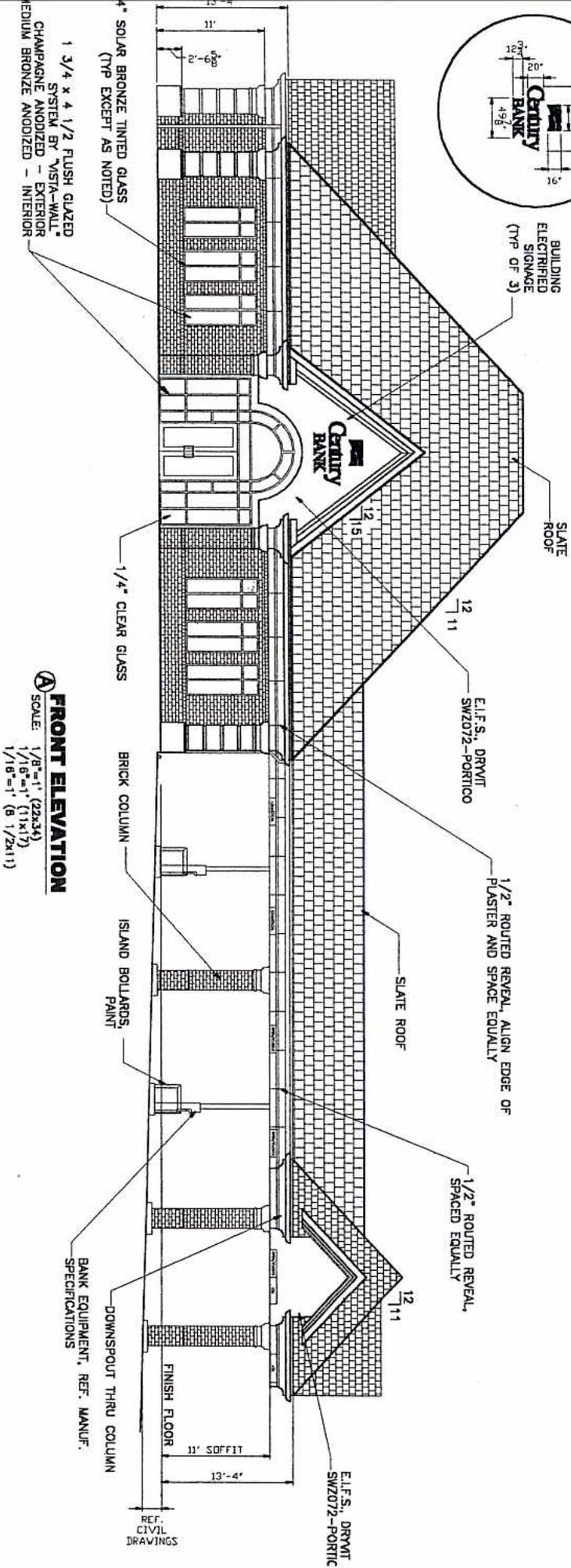
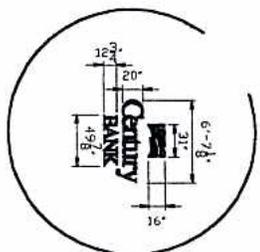
**FRONT ELEVATION**

SCALE: 1/8"=1' (22x34)  
1/16"=1' (11x17)  
1/16"=1' @ 1/2x11)

REF. CIVIL DRAWINGS

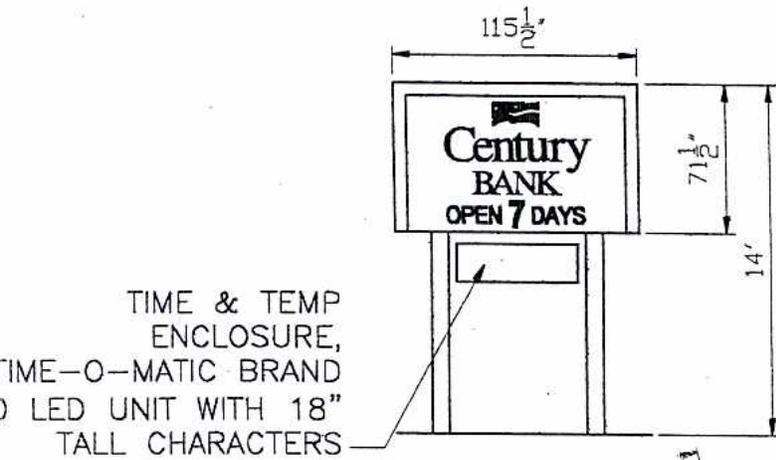


# CONFORMING ATTACHED SIGNAGE



**FRONT ELEVATION**  
 SCALE: 1/8"=1' (23x34)  
 1/16"=1' (11x17)  
 1/16"=1' (8 1/2x11)

# REQUESTED POLE SIGN

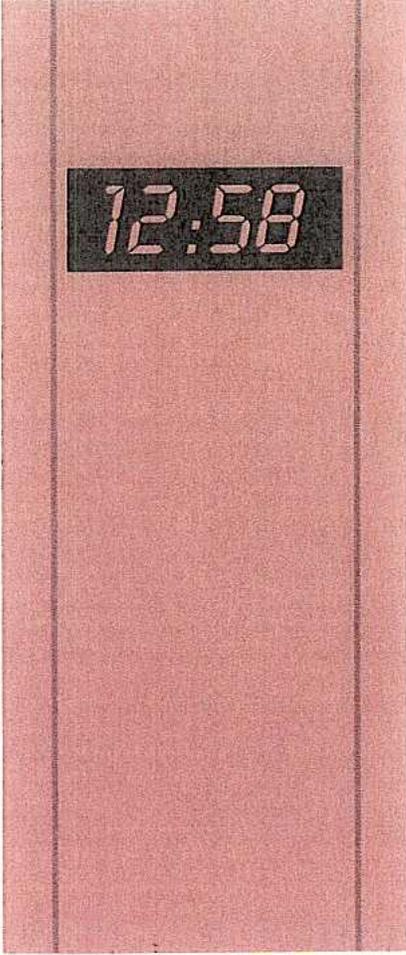
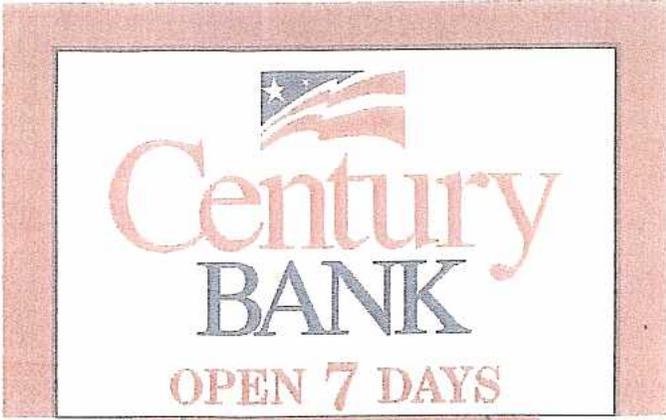


## POLE SIGN

**E** SCALE: 1/8"=1' (22x34)  
1/16"=1' (11x17)  
1/8"=1' (8 1/2x11)

NOTE: PROPOSED SIGN TO BE  
DESIGNED TO WITHSTAND A WIND  
LOAD OF AT LEAST 30 PSF.

71.5 x 115.5 Overall size, 14 AC



This drawing and all information contained herein is the property of Whatley Sign Co., and shall not be used in any way without the express consent of Whatley Sign Co. Misuse of this drawing or information herein may result in appropriate legal action.

© 2003

Please proof text, dimensions, and layout carefully, as the client is responsible for content accuracy. Your signature authorizes Whatley Sign Co. to proceed with final production of project.

Proof approved

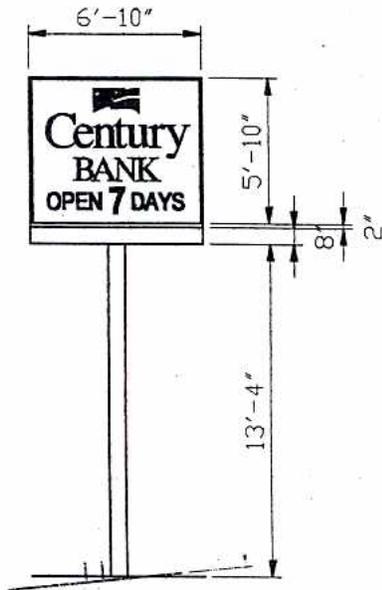
Proof approved with corrections as indicated

Revise with corrections as indicated & send new proof

\_\_\_\_\_  
Customer Signature

Due to variations in printing, the colors shown are representations and should be used as a guide only.

# CONFORMING POLE SIGN



## POLE SIGN

(E)

SCALE:  $1/8'' = 1'$  (22x34)  
 $1/16'' = 1'$  (11x17)  
 $1/8'' = 1'$  (8 1/2x11)

NOTE: PROPOSED SIGN TO BE DESIGNED TO WITHSTAND A WIND LOAD OF AT LEAST 30 PSF.

LOT 3  
MARSH / BELT LINE SHOPPING CENTER  
VOL. 2000124, PG. 4596

25' Ingress/Egress  
& Utility Easement  
VOL. 2000124, PG. 4596

INGRESS/EGRESS ESMT.  
Vol. 78222, Pg. 746

EXIST. SHARED  
DRIVE TO REMAIN  
REMOVE/RELOCATE  
EXIST. WATER  
METERS, AS REQ'D

MARSH LANE  
(100' R.O.W.)

Sanitary Sewer Esm't.  
Vol. 78155, Pg. 0001

30' Visibility Triangle

CLOSE  
EXIST DR

LB-16  
P/CELL ON  
T CLOCK  
OFF CONTROL

N 46°06'57" W  
22.32'

4' SIDEWALK  
6' LANDSCAPE

CLOSE EXIST DRIVE  
PROPOSED 2' R.O.W.

EXIST P.P. TO BE RELOCATED

EXIST TO BE RELOCATED

DRAINAGE & UTILITY ESMT.  
VOL. 2000124, PG. 4596

BELT LINE ROAD  
(100' R.O.W.)

**SITE PLAN**  
SCALE: 1"=20' (22x34)  
1"=40' (11x17)

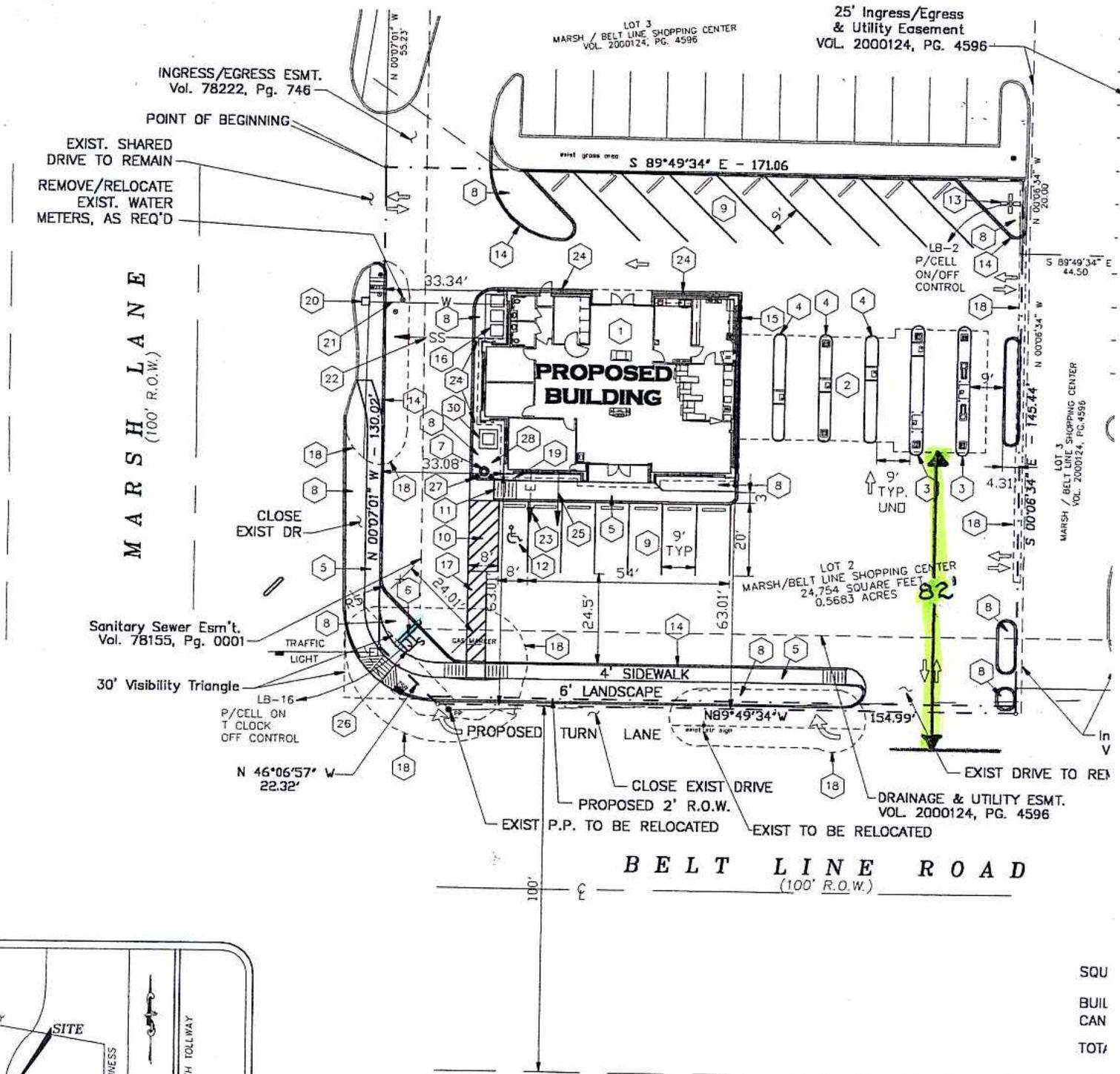
POLE SIGN

ATTACHED SIGN



CINITY MAP  
Not To Scale

- SQU
- BUIL
- CAN
- TOT/
- PAR
- REQ
- PRO



**Council Agenda Item: #R9****SUMMARY:**

Council approval is requested of a resolution endorsing certain legislative changes to Senate Bill 7 related to the deregulation of electric power in Texas.

**FINANCIAL IMPACT:**

There is no direct impact associated with approval of the resolution.

**BACKGROUND:**

Together with the South Texas Aggregation Project (“STAP”), the Cities Aggregation Power Project (“CAPP”) is one of the largest electric aggregation groups in Texas. CAPP and STAP have more than 120 member cities, representing 13,000 municipal accounts. Total electric consumption of the two groups is around 1.2 billion kWh annually. CAPP has served as a vehicle to increase cities’ ability to navigate the newly deregulated market and bargain for the best rates and contract terms. CAPP members enjoy the benefits of favorable contractual terms and a negotiated commodity rate that has produced savings for its members for the past three years averaging 25 percent compared to what members would have paid according to the Price-to-Beat rates.

As an active market participant, CAPP is in the unique position to identify problems that have developed in the deregulated marketplace. In order to ensure that the Texas retail electric market is a truly competitive market with low prices throughout Texas, CAPP has created a legislative agenda that aims to encourage competition by limiting market power, eliminating cost shifting, and creating competitive options for all customers.

Several changes should be made to the deregulation statute (Senate Bill 7) to better protect cities’ budgets, enhance cities’ ability to protect their citizens, and increase competition among retail providers. The CAPP Board proposes the following changes:

- To require that the Electric Reliability Council of Texas (ERCOT) function as one zone or institute limits upon the ownership and control of generation within functional markets (ERCOT zones) and require further Commission action to mitigate market control. This change will address market power concerns and promote greater competition.
- To authorize “Opt-Out” Aggregation Projects that will permit cities and towns with populations less than 40,000 to aggregate the load of all of their residents that have not specifically asked to be excluded from the aggregation project. Currently, the statute permits citizen aggregation projects, but requires all customers to affirmatively "opt-in" to the aggregation group. This has created a significant disincentive to create citizen aggregation projects. Changing citizen aggregation from opt-in to opt-out will enhance the opportunities for residential customers to benefit from deregulation and benefit the entire state by increasing competition.

- To tie escalation of electric franchise fee amounts to the Consumer Price Index. SB7 established a formula for determining the amount to be paid to cities for electric franchise fees. The formula used information from 1998, but did not contemplate any increases to keep up with inflation. Allowing municipalities to annually adjust franchise fee amounts by one-half of the annual change to the consumer price index provides some protection to municipalities' revenue and budgets. The same provision advocated here is already in law for telecommunications franchise fees.
- To oppose any cost allocation system of nodal pricing costs that would directly assign congestion costs in a manner that will create winners and losers among geographic areas of Texas and harm economic development. The Public Utility Commission is currently considering the efficiencies associated with moving to a nodal market design in ERCOT. While CAPP and STAP question whether ERCOT is capable of handling such a massive change, a cost allocation system that directly assigns congestion costs rather than spreading the costs across the ERCOT service area will increase electric costs for customers in several regions of the state and hurt economic development in Texas.

**RECOMMENDATION:**

By having all member cities adopt the resolution, CAPP will be able to show legislators that the proposed changes have broad-based support. It is recommended Council pass the attached resolution.

**TOWN OF ADDISON, TEXAS**

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

**A RESOLUTION OF THE TOWN OF ADDISON, TEXAS, ENDORSING CERTAIN LEGISLATIVE CHANGES TO SENATE BILL 7 SUPPORTED BY CITIES AGGREGATION POWER PROJECT, INC.**

**WHEREAS**, the Town of Addison, Texas (“City”) has historically been active in the process of regulation of electric utilities; and

**WHEREAS**, the City is a member of Cities Aggregation Power Project, Inc. (“CAPP”) and, as such, made a decision to join with more than seventy-eight (78) other cities to switch its municipal electric accounts from its incumbent provider to a retail electric provider; and

**WHEREAS**, CAPP's experience with the deregulated market and contracts with several different retail electric providers has indicated that the Texas electric retail market has failed to develop into a truly competitive market as envisioned by Senate Bill 7 (“SB7”) in part because congestion zones within the Electric Reliability Council of Texas (“ERCOT”) market have allowed certain market players to control enough generation capacity within a given zone to exercise market power to the detriment of customers and non-affiliated retail electric providers; and

**WHEREAS**, retail electric price competition has not successfully reached residential customers in Texas communities with populations less than 40,000; and

**WHEREAS**, the formula established by SB7 to determine the amount to be paid to cities for electric franchise fees is based upon information from 1998 and fails to account for any increases to keep up with inflation, impacting municipalities' revenue and budgets; and

**WHEREAS**, the Public Utility Commission (“Commission”) of Texas is considering implementing a nodal market design in ERCOT that would, as currently contemplated, directly assign congestion costs in a manner that will create winners and losers among geographic areas of the state and harm economic development in areas receiving congestion cost surcharges; and

**WHEREAS**, the City endorses efforts proposed by CAPP to modify the electric deregulation legislation to improve competition, implement the original intent of SB7 and reduce costs to the City and its residents.

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

**I.**

The City supports the following legislative reforms endorsed by CAPP to limit market power, prevent cost shifting between geographic areas of the state, create effective citizen aggregation, and permit annual adjustments to municipal franchise fees:

Section 1: ERCOT Zone(s). Require that ERCOT function as one zone or limit the ownership and control of generation within functional markets (ERCOT zones) and require further Commission action to mitigate market control.

Section 2: Citizen Aggregation. Authorize citizen aggregation projects that will permit cities and towns with populations less than 40,000 to aggregate the load of all of their residents that have not specifically asked to be excluded from the aggregation project. Changing citizen aggregation from “opt-in” to “opt-out” will enhance the opportunities for rural residential customers to benefit from deregulation and benefit the entire state by increasing competition.

Section 3: Adjustment of Franchise Fees. Tie escalation of electric franchise fee amounts to the Consumer Price Index by permitting municipalities to annually adjust franchise fee amounts by one-half of the annual change to the consumer price index, mirroring a provision already in place for telecommunications franchise fees.

Section 4: Congestion Costs. Oppose any cost allocation system of nodal pricing costs that would directly assign congestion costs in a manner that is detrimental to economic development. CAPP questions whether ERCOT is capable of handling the massive operational change that creating a nodal market would require and whether the projected benefits are worth the approximately \$500 million up-front costs to implement. However, if nodal pricing is instituted, then congestion costs should be spread to the entire ERCOT service area rather than increasing electric costs for customers in certain regions of Texas.

**II.**

A copy of the resolution shall be sent to the elected lawmakers representing the City’s interests in the Texas House and Senate and to the Chairman and legal counsel of CAPP.

**DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS,**  
this the 8th day of February, 2005.

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

ATTEST:

\_\_\_\_\_  
Carmen Moran, City Secretary  
**OFFICE OF THE CITY SECRETARY**

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

**Council Agenda Item: #R10**

**SUMMARY:**

This item is for consideration of a resolution authorizing the City Manager to enter into a contract with Mastec & Hanson Pipe & Products, Inc., in an amount not to exceed \$79,650, for the construction of the Marsh Lane Emergency Water Interconnection.

**FINANCIAL IMPACT:**

Construction Cost: \$79,650

Source of Funds: Funds are available from the FY 2004 General Obligation Bond Program, Project No. 83300.

**BACKGROUND:**

The third phase of the Arapaho Road extension project is currently under construction and extends from Surveyor Blvd. to Addison Road. Included as part of the proposed improvements is the need to lower an existing 60" diameter Dallas Water Utilities (DWU) transmission main in order to accommodate the construction of an 8 ft. x 5 ft. reinforced concrete box culvert. This main is a component of a larger system that provides the majority of the potable water supply to the Town of Addison, and Cities of Farmers Branch and Carrollton. Farmers Branch uses this main as the sole water supply to the eastern portion of their municipality. As a result, it is critical to the City of Farmers Branch that a supply of water is uninterrupted throughout the lowering of the transmission main.

The design of the water main lowering was performed by DWU and incorporated into the Arapaho Road construction plans. Included in the design is the replacement of an existing 48" valve with a 60" gate valve. The work was originally scheduled to be performed in January 2005. It is necessary to shut down a portion of the 60" water transmission main while it is being lowered.

In early January, a routine coordinaton meeting regarding the 60" main shut down procedure was held between the representatives of the Town, DWU Field Operations, the Engineer, and Farmers Branch. During this meeting, it was discovered that the Farmers Branch water supply feed to their Marsh Lane Pump Station would be shut off when the 60" main is taken out of service. Our staff immediately initiated efforts with Farmers Branch to find an alternate supply source in order to maintain water service during the 60" main lowering. It was determined that the two municipalities could perform an interconnection between two existing 8" lines at a point along Beltwood Parkway and within the boundaries of the Town of Addison. This interconnection is completed and provides a two-way feed up to 2 million gallons per day (MGD) for either municipality in

the case of an emergency. In addition, this interconnection is in accordance with the Town's recently completed Vulnerability Assessment Study. However, this interconnection did not allow for any margin of error in providing adequate volume of water in the case of fire or a main break. On January 20, 2005, the City of Farmers Branch notified the Town that this interconnection fell approximately 5 MGD short of meeting the winter demand of potable water in this portion of their community, and would not agree to the proposed shutdown of their water supply feed. On January 21, 2005, the Town's Engineer initiated a search for another alternative to supply additional water to Farmers Branch. Within a couple of days, it was determined that the existing 18" DWU pipeline at Marsh Lane, which acts as the Farmers Branch water supply feed, could be connected to the existing 60" transmission main with a 16" line. This is the only remaining viable option, and the interconnection, along with the 8" interconnection on Beltwood Parkway, will adequately supply Farmers Branch. All parties involved met on January 31, 2005 and agreed to the design that the Engineer quickly developed. The work will include a 16" tap on the 18" and 60" mains by Hanson Pipe & Products, Inc. and the installation of two valves and 16" concrete cylinder pipe and concrete pavement repair by Mastec. Due to scheduling issues, Hanson can only perform the taps during the period of February 24-February 26, 2005. This schedule will permit the Arapaho Road contractor to remain on course with the March schedule for performing the 60" transmission main lowering.

Specific requirements regarding the 16" interconnection are as follows:

1. The 60" transmission main must be lowered and the system returned to full operation by the end of the month of March 2005. Beyond this time, all affected municipalities will experience a much greater demand for water from the main due to warmer weather conditions.
2. The existing Farmers Branch water supply feed must be interconnected to the existing 60" transmission main beyond the point of system shutdown. The location of the interconnection was determined to be in the outer southbound lane of Marsh Lane, and south of the railroad tracks.
3. High pressure "wet" taps on the existing 60" main and the 18" Farmers Branch water supply feed must be made by Hanson Pipe & Products, Inc, which is the only company in this area that has the capability to perform this work.
4. The Town must use a contractor that is equipped to complete the line and valve connection to the two taps. Subsequently, the Town contacted Mastec for a quote, due to their existing general services agreement to perform this type of work, and their previous association with Hanson Pipe & Products, Inc.
5. The resulting interconnection will be made between two water mains that are both owned by DWU. As a result, the new interconnection will also be owned and maintained by DWU.
6. The interconnection must be made in the outer lane of March Lane and be located approximately 20 ft. south of the existing railroad tracks.

The Town has reached an agreement with Hanson Pipe & Products, Inc. to perform wet taps on the existing 60" & 18" mains, including fabrication of materials, for the total price of \$18,950.00. Mastec was also contacted regarding trenching, pipeline installation and concrete pavement removal and replacement. They have proposed to do this work for a cost not to exceed \$60,700, and complete all items related to the emergency interconnection improvements. The overall cost of the interconnection is \$79,650, and must be completed by March 1, 2005. At that time, Archer Western will initiate the process of shutting down the existing 60" water transmission line and lowering the portion that affects the Arapaho Road, Phase III construction process. Beyond the March 2005 time limit, the 60" water transmission main cannot be taken out of service until Fall 2005. This would create an extraordinary delay in the contract completion date and a substantial increase in cost to the Town due to delays imposed on the Arapaho Road contractor.

**RECOMMENDATION:**

Staff recommends that a resolution be approved that authorizes the City Manager to enter into contracts with Mastec and Hanson Pipe & Products, Inc., in an amount not to exceed \$79,650, for construction of the Marsh Lane Emergency Water Interconnection.