

Post Office Box 9010

Addison, Texas 75001-9010

5300 Belt Line Road

(972) 450-7000
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AGENDA

REGULAR MEETING OF THE CITY COUNCIL

April 12, 2005

7:30 P.M.

COUNCIL CHAMBERS

5300 BELT LINE ROAD

REGULAR SESSION

Item #R1 - Consideration of Old Business.

Item #R2 - Consent Agenda.

CONSENT AGENDA

#2a - Approval of the Minutes for the March 22, 2005 Council Meeting.

#2b - Consideration of approval of award of bid and a Resolution authorizing the City Manager to enter into a contract in the amount of \$57,077.00 to Battson Contracting Company, Inc. for the construction of a storm drainage system in the Easement Linear Park behind the Addison Athletic Club.

#2c - Consideration of approval of a final plat for Beltway-Quorum Addition, Lot 1A and 2, Block A, 2 lots on 6.407 acres, located at the northeast corner of Addison Road and Belt Line Road, on application from Beltway Development Company, represented by Mr. Brian J. Parker of Kimley-Horn Associates, Inc.

Item #R3 - Appointment of two members to the Planning and Zoning Commission.

Administrative Comment:

First term for Commissioner Bernstein expired on March 3, 2005. (Ryland)

First term for Commissioner Benjet expired on April 8, 2005. (Wheeler)

Item #R4 - Presentation on the funding status of the Arapaho Road Extension Project.

Attachment:

1. Council Agenda Item Overview
-

Item #R5 - Consideration of approval of Change Order No. 3, in the amount of \$124,766.25, for the construction of Arapaho Road, Phase III, from Surveyor Blvd. to Addison Road.

Attachments:

1. Council Agenda Item Overview
2. Change Order request

Administrative Recommendation:

Administration recommends approval.

Item #R6 - Consideration of approval of an amendment to the Engineering Services Agreement with HNTB Corporation, in an amount not to exceed \$149,874.00, for additional inspection services on the Arapaho Road, from Surveyor Blvd. to Addison Road, project.

Attachments:

1. Council Agenda Item Overview
2. Supplemental Agreement

Administrative Recommendation:

Administration recommends approval.

Item #R7 -

PUBLIC HEARING and consideration of an Ordinance approving 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, located at 5100 Belt Line Road, Suite 852 (Village on the Parkway Shopping Center), on application from Gloria's Restaurant, represented by Mr. Matthew Stevens Crittenden.

Attachments:

1. Docket Map
2. Staff Report
3. Plans

The Planning and Zoning Commission Findings:

The Addison Planning and Zoning Commission, meeting in regular session on March 24, 2005, voted to recommend approval of the request on application from Gloria's Restaurant, subject to no conditions.

Voting Aye: Bernstein, Chafin, Doepfner, Jandura, Knott, Meier
Voting Nay: None
Absent: Benjet

Administrative Recommendation:

Administration recommends approval.

Item #R8 -

PUBLIC HEARING and consideration of an Ordinance approving a change of zoning from Commercial-1 to a Planned Development district with restaurant, and sale of alcoholic beverages for on-premises consumption as allowed uses, subject to the approval of a Special Use Permit, located on 1.760 acres 300 feet east of the northeast corner of Addison Road and Belt Line Road, on application from Beltway Commercial Real Estate Company.

Attachments:

1. Docket Map
2. Staff Report
3. Plans

The Planning and Zoning Commission Findings:

The Addison Planning and Zoning Commission, meeting in regular session on March 24, 2005, voted to recommend approval of the request for a change of zoning from Commercial-1 to a Planned Development district with a restaurant and the sale of alcoholic beverages for on-premises consumption as allowed uses, subject to the approval of a Special Use Permit, on application from Beltway Commercial Real Estate Company, subject to no conditions.

Voting Aye: Bernstein, Chafin, Doepfner, Jandura, Knott, Meier

Voting Nay: None

Absent: Benjet

Administrative Recommendation:

Administration recommends approval.

Item #R9 -

PUBLIC HEARING and consideration of an Ordinance approving a Special Use Permit for a restaurant, and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption, located on 1.760 acres 300 feet east of the northeast corner of Addison Road and Belt Line Road, on application from On the Border Mexican Grill & Cantina, represented by Mr. Brian J. Parker on Kimley-Horn and Associates, Inc.

Attachments:

1. Docket Map
2. Staff Report
3. Plans

The Planning and Zoning Commission Findings:

The Addison Planning and Zoning Commission, meeting in regular session on March 24, 2005, voted to recommend approval of the Special Use Permit request for a restaurant and

a Special Use Permit for the sale of alcoholic beverages for on-premises consumption, on application from On the Border, subject to the following conditions:

-all engineering plans and specifications must be approved prior to the issuance of a building permit.

-the proposed east-west ingress/egress design must be coordinated directly with proposed engineering design of Addison Road.

The Commission approved the applicant's proposed plan for landscaping, which shows less than 20% landscaping for the site, and the Commission did not choose to impose a condition, which would prohibit the use of the term "Cantina" in exterior signs.

Voting Aye: Bernstein, Chafin, Doepfner, Jandura, Knott, Meier

Voting Nay: None

Absent: Benjet

Administrative Recommendation:

Administration recommends approval.

Item #R10 - Consideration of an Ordinance approving a meritorious exception to Sec. 62-183, Number of Signs, for Asian Fusion restaurant located at 4980 Belt Line Road, Suite 100.

Attachments:

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

Administrative Recommendation:

Administration recommends denial.

Item #R11 - Presentation on the revised Airport Fund Long-Term Plan.

Attachment:

1. Memorandum from Randy Moravec
-

Item #R12 - Consideration of approval of award of bid and a Resolution authorizing the City Manager to enter into a contract in the amount of \$103,562.00 with Jeske Construction Co., for the Airport Vehicle Access Road Paving Improvements.

Attachments:

1. Council Agenda Item Overview
2. Bid List

Administrative Recommendation:

Administration recommends approval.

Item #R13 - Consideration of approval and a Resolution authorizing the City Manager to enter into a sponsorship contract with Star Brand Imports in the amount of \$20,000 plus in-kind benefits subject to the review and approval of the city attorney for Paulaner to be primary import draft beer sponsor of the 2005 Addison Oktoberfest with the option to mutually renew for the 2006 and 2007 events.

Attachments:

1. Council Agenda Item Overview
2. Memorandum from Barbara Kovacevich
3. Beer Sponsor Proposal
4. PowerPoint presentation

Administrative Recommendation:

Administration recommends approval.

Item #R14 - Consideration of approval of proposal for the construction of two kiosks in Addison Circle Park to be used by Event sponsors.

Attachments:

1. Council Agenda Item Overview
2. Plans

Administrative Recommendation:

Administration recommends approval.

Item #R15 -

Consideration of approval and a Resolution authorizing the City Manager to enter into an agreement with Huitt-Zollars, Inc. in the amount of \$38,500 for professional design services for Quorum Drive Parking and Streetscape Improvements, located on the west side of Quorum Drive from Goodman Avenue to the north district boundary of Addison Circle.

Attachments:

1. Council Agenda Item Overview
2. Memorandum from Carmen Moran
3. Proposal from Huitt-Zollars, Inc.

Administrative Recommendation:

Administration recommends approval.

EXECUTIVE SESSION

Item #ES1 -

Closed (executive) session of the City Council pursuant to Section 551.071, Texas Government Code, to conduct a private consultation with its attorney to seek the advice of its attorney about pending litigation, to wit: *Adventura Condominium Association, Inc. v. Addison Spectrum, L.P., et al v. Town of Addison, et al*, Case No. 03-09222-H, 160th Judicial District Court, Dallas County, Texas, and on a matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 552, Tex. Gov. Code.

Adjourn Meeting

Posted 5:00 p.m.
April 8, 2005
Carmen Moran
City Secretary

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

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

March 22, 2005
7:30 p.m. - Council Chambers
5300 Belt Line Road

Present: Mayor Wheeler, Councilmembers Braun, Hirsch, Mellow, Niemann, Ryland, Turner

Absent: None

Item #R1 - Consideration of Old Business.

The following employees were introduced to the Council: Mary McGuffey (Finance), Ronnie Lee (Information Technology), Mike Murphy (Police).

Item #R2 - Consent Agenda.

Item #2a was considered separately.

Item #2b – Consideration of approval of 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. (Approved)

Councilmember Turner moved to duly approve the above listed item 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.

Councilmember Niemann seconded. Motion carried.

Voted Aye: Wheeler, Braun, Hirsch, Mellow, Niemann, Ryland, Turner
Voted Nay: None
Absent: None

Item #2a – Approval of the Minutes for the March 8, 2005 Council Meeting.

Councilmember Turner moved to duly approve the Minutes for the March 8, 2005 Council Meeting subject to three corrections. Councilmember Ryland seconded. Motion carried.

Voted Aye: Wheeler, Braun, Hirsch, Mellow, Niemann, Ryland, Turner
Voted Nay: None
Absent: None

Item #R3 – Appointment of three members to the Planning and Zoning Commission.

Councilmember Turner moved to duly reappoint Paula Jandura to the Planning and Zoning Commission. Councilmember Niemann seconded. Motion carried.

Voted Aye: Wheeler, Braun, Hirsch, Mellow, Niemann, Ryland, Turner
Voted Nay: None
Absent: None

Item #R4 – Consideration of approval of an amendment to the Contract Agreement with HNTB Corporation, in the amount of \$31,295.22, for the inspection of the resurfacing of Belt Line Road, from Dallas Parkway to Marsh Lane.

Councilmember Ryland moved to duly approve an amendment to the Contract Agreement with HNTB Corporation, in the amount of \$31,295.22, for the inspection of the resurfacing of Belt Line Road, from Dallas Parkway to Marsh Lane subject to final review of the city attorney. Councilmember Turner seconded. Motion carried.

Voted Aye: Wheeler, Braun, Hirsch, Mellow, Niemann, Ryland, Turner
Voted Nay: None
Absent: None

Item #R5 – Consideration of approval of award of bid and a Resolution authorizing the City Manager to enter into a contract in the amount of \$71, 337.90 with Palm Springs Pool Service, for annual maintenance of display fountains and waterfall pumping systems.

Councilmember Niemann moved to duly approve Resolution No. R05-038 authorizing the City Manager to enter into a contract in the amount of \$71,337.90 with Palm Springs Pool Service, for annual maintenance of display fountains and waterfall pumping systems subject to final review of the city attorney. Councilmember Turner seconded. Motion carried.

Voted Aye: Wheeler, Braun, Hirsch, Mellow, Niemann, Ryland, Turner
Voted Nay: None
Absent: None

Item #R6 – Consideration of a Resolution accepting the Steering Committee’s settlement with TXU Electric Delivery Company.

Councilmember Niemann recused himself and left the Chamber.

Councilmember Turner moved to duly approve Resolution No. R05-039 accepting the Steering Committee’s settlement with TXU Electric Delivery Company. Councilmember Ryland seconded. Motion carried.

Voted Aye: Wheeler, Braun, Hirsch, Mellow, Ryland, Turner
Voted Nay: None
Absent: None
Abstaining: Niemann

Councilmember Niemann returns.

Item #R7 – Consideration of approval for the purchase of (1) 2005 Ambulance under the Town’s Inter-local Agreement with the Houston-Galveston Area Council (HGAC) in the amount of \$111,225.

Councilmember Mellow moved to duly approve the purchase of (1) 2005 Ambulance under the Town’s Inter-local Agreement with the Houston-Galveston Area Council (HGAC) in the amount of \$111,225. Councilmember Turner seconded. Motion carried.

Voted Aye: Wheeler, Braun, Hirsch, Mellow, Niemann, Ryland, Turner
Voted Nay: None
Absent: None

EXECUTIVE SESSION. At 8:04 p.m., Mayor Wheeler announced that the Council would convene into Executive Session to discuss the following items:

Item #ES1 - Closed (executive) session of the Town Council pursuant to Section 551.087 of the Texas Government Code to discuss and deliberate regarding commercial or financial information that the Town has received from business prospects that the Town seeks to have locate or expand in the Town and with which the Town is conducting economic development negotiations; and to deliberate the offer of a financial or other incentive to such business prospects.

Item #ES2 – Closed (executive) session of the Town Council pursuant to Section 551.072 of the Texas Government Code to discuss and deliberate the purchase or value of certain real property located within the Town.

The Council came out of Executive Session at 10:02 p.m.

Item #R8 – Consideration of any action regarding an offer by the town of a financial or other incentive to business prospects that the Town seeks to have locate or expand in the Town and with which the Town is conducting economic development negotiations.

No action taken.

Item #R9 – Consideration of any action regarding the purchase of certain real property located within the Town.

No action taken.

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

Mayor

Attest:

City Secretary

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

Staff recommends that the Council award a bid totaling \$57,077.00 to Battson Contracting Company, Inc. for the construction of a storm drainage system in the Easement Linear Park behind the Addison Athletic Club. There were 176 vendors notified of the bid and 15 plan holders. Three contractors submitted bids, which are listed on the attached bid tabulation form.

FINANCIAL IMPACT:

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

Cost: **\$57,077.00**

This is a budgeted item in the parks operations budget. The bid price exceeded the budgeted amount by \$17,077, because the scope of work was changed to include additional storm drain connections to the system. In addition, solid rock will be encountered due to the depth necessary for the drain line, which was not factored in on the original budget estimate.

Staff increased the scope expecting the cost to be higher than the budgeted amount; however, surplus funds are available from savings realized on a previous contract involving installation of new pumps for the Town Hall waterfalls and Finance pond fountain. The budget for this work was \$60,000, and the contract amount totaled \$26,000.

BACKGROUND:

This project came at the request from residents along Rive Lane who have experienced water backing up into their backyards from an existing drainage swale in the Easement Park during heavy rain events.

The scope of work consists of installing 938 linear feet of 12-inch storm piping connecting a series of storm inlets along the south side of the Easement Park. The drain system will be constructed behind 10 homes on Rive Lane that back up to the Easement Park.

The 12-inch drain system will include lateral line connections tied to gutter downspouts feeding from behind the homes along Rive Lane into the park. The addition of lateral drains connections to the primary storm line resulted in the additional cost to the project. Based on the engineer's recommendations, staff believes the additional cost is warranted to ensure drainage problems do not occur in the future.

RECOMMENDATION:

Batson Construction has successfully completed similar projects for the town in a timely and efficient manner. Staff recommends Approval.

Attachments: Bid Tabulation
 Site Photograph

Addison Easement Linear Park - Drainage Improvements
 Bid NO 05-15

DUE: March 29, 2005
 2:00 PM

BIDDER	SIGNED	Bid Bond	Base Bid	Calendar Days
Battson Contracting Co. Inc.	Y	Y	\$ 57,077.00	30
Jim Bowman Construction Co. LP	Y	Y	\$ 57,411.00	30
Duval & Sons, Inc.	Y	Y	\$ 70,416.08	60

Shanna N. Sims

Shanna N. Sims, Budget and Procurement Manager

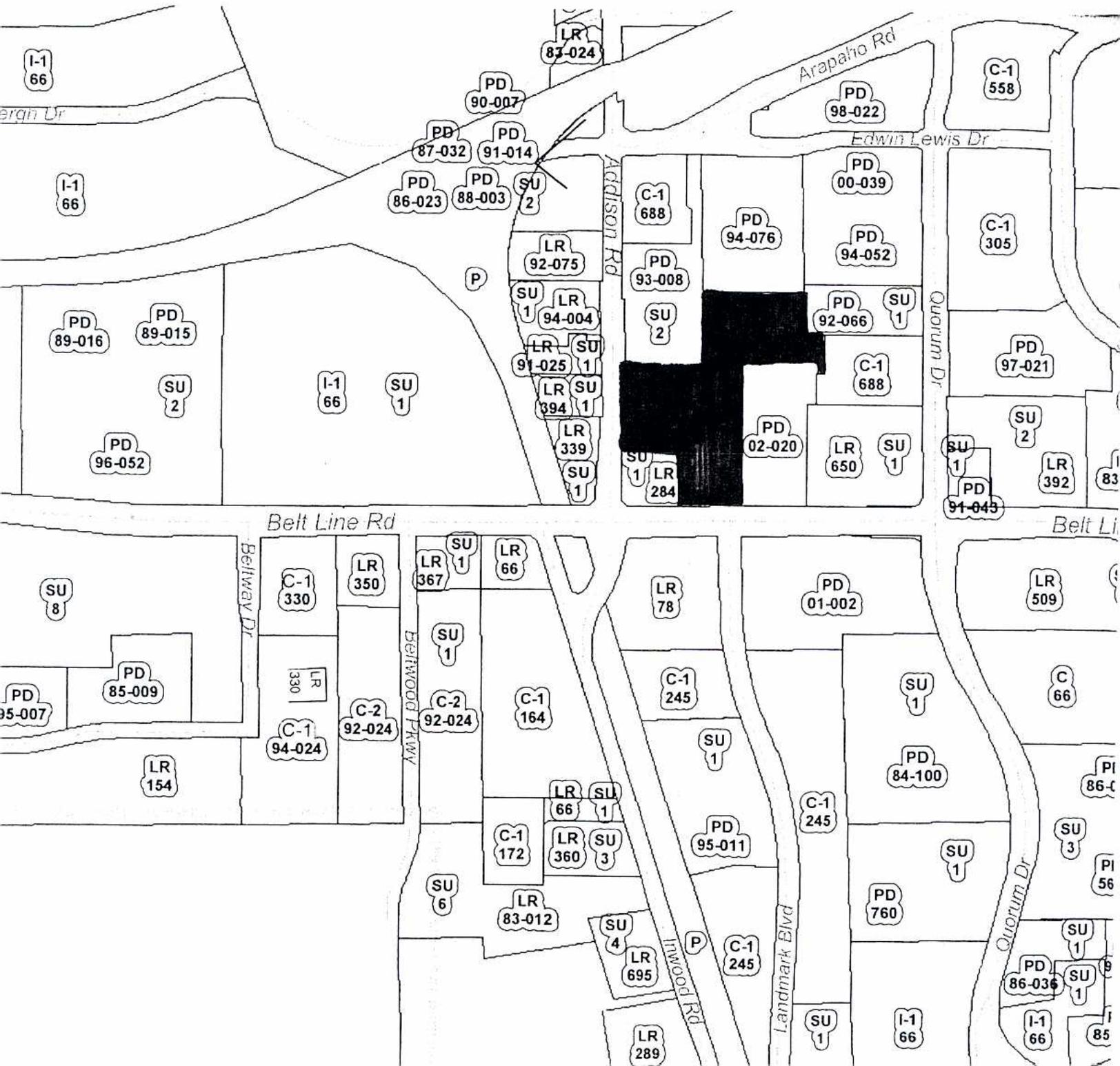
Mary McDuffey

Witness



REPLAT/Beltway-Quorum Addition Lot 1A and 3, Block A

REPLAT/Beltway Quorum Addition, Lot 1A and 3, Block A. Requesting approval of a final plat for 2 lots on 6.407 acres, located at the northeast corner of Addison Road and Belt Line Road, on application from Beltway Development Company, represented by Mr. Brian J. Parker of Kimley-Horn Associates, Inc.



RECOMMENDATION:

Staff recommends approval, subject to no conditions.

Respectfully submitted,

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

Carmen Moran
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on March 24, 2005, voted to recommend approval of the final plat, on application from Beltway Commercial Real Estate Company, subject to no conditions.

Voting Aye: Bernstein, Chafin, Doepfner, Jandua, Knott, Meier,
Voting Nay: None
Absent: Benjet

Carmen Moran

From: Steve Chutchian
Sent: Wednesday, March 16, 2005 2:24 PM
To: Carmen Moran
Subject: Planning and Zoning Agenda Comments

The following comments are submitted for items included in the March 21, 2005 Planning and Zoning Commission meeting:

Case 1486-SUP/Gloria's Restaurant

No Comments

Case 1487-Z/Beltway Commercial Real Estate Co.

No Comments

Case 1488-SUP/On the Border

- Engineering plans and specifications must be approved, including paving, drainage, utilities, erosion control, landscaping and traffic considerations.
- Proposed east-west ingress/egress design must be coordinated directly with proposed engineering design of Addison Road

REPLAT/Beltway Quorum Addition, Lot 1A and 3, Block A

No Comments

Should you have any questions, please let me know.

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

Council Agenda Item: #R3

There are no attachments for this item.

Council Agenda Item: #R4

SUMMARY:

This item presents an update to the funding status of the Arapaho Road Extension project.

FINANCIAL IMPACT:

To fund the Arapaho Road Extension project to completion, bond construction funds that had been allocated to other projects may have to be used for Arapaho Road. There would be no net financial impact associated with transferring of bond funds from one project to another.

BACKGROUND:

Council awarded the construction bid to Archer-Western for the final phase of the Arapaho Road Extension project last June in the amount of \$16.7 million. At the time of the award city staff presented a budget that would accommodate the award and establish a contingency of \$1.3 million. At that time, the contingency was not assigned to any particular purpose but was anticipated for utility relocations, railroad crossings, construction change orders, contractor incentive payments, and other unexpected expenses.

Over the past two months, staff has identified a number of expenses that, in total, will exceed the contingency. These are:

<i>Utility relocations</i> – agreements with TXU and SBC were as anticipated	\$ 321,950
<i>Construction change orders</i> – these are difficult to predict but are not unusual, with the exception of the bypass of the Farmers Branch Water Main	518,160
<i>Expanded scope of engineering services</i> – the size and complexity of the project required an expanded scope of inspection services by the engineer	149,000
<i>Construction incentive payment</i> – staff has been told that the contractor has added crews in order to complete the job ahead of schedule and receive incentive	300,000
<i>Miscellaneous expenditures</i> – to date these are limited to legal fees associated with appeals to the imminent domain acquisition of right-of-way	30,000
<i>Railroad crossings</i> – the project includes two crossings that staff thought would not exceed \$600,000; the railroad has submitted a much greater bid	<u>1,300,000</u>
TOTAL	<u>\$ 2,619,110</u>

This amount not only is more than the contingency, but it also exceeds allocated funding by almost \$1.1 million.

RECOMMENDATION:

To address the \$1.1 million shortfall, staff recommends using the following available funds, as ranked by priority:

1) Future interest earnings from invested funds	\$ 50,000
2) Shifting of 2006 bond proceeds from Midway Road Rehabilitation	500,000
3) Shifting of 2006 bond proceeds from Arapaho Road/Tollway Intersection	750,000
4) Potential Beltline Resurfacing savings	<u>100,000</u>
TOTAL	<u>\$ 1,400,000</u>

Council Agenda Item #R5

SUMMARY:

This item is for Council approval of Change Order No. 3, in the amount of \$124,766.25, for the construction of Arapaho Road, Phase III, from Surveyor Blvd. to Addison Road.

FINANCIAL IMPACT:

Budgeted Amount: Not specifically budgeted

Change Order Cost: \$124,766.25

Source of Funds: Funds are available from the FY 2004 General Obligation Bond Program

BACKGROUND:

The Arapaho Road, Phase III project is currently under construction from Surveyor Blvd. to Addison Road. In June 2004, a construction contract was awarded to Archer Western, Ltd., in the amount of \$16,702,578.42. During the construction of these improvements, The Public Works Department staff and the Contractor have jointly identified several necessary field changes related to the project. Two previous change orders, in the amount of \$8,509.00 and \$17,548.18, respectively were generated as a result of field changes to the original design. As the construction of Arapaho Road has progressed, it was determined that Change Order No. 3, in the amount of \$124,766.25, is also necessary to complete the project. This change order is the result of the following construction issues:

- The bridge design engineer initially made an error in contract quantities in the bid proposal. As a result, a field evaluation was made by the Engineer and the Contractor, which resulted in the determination that an adjustment in quantities for furnishing and placing a structural concrete retaining wall was necessary. This proposed work will be in accordance with the reconfiguration of the mechanical stabilized earth wall that is supported by the structural wall. The total increase in cost is in the amount of \$101,757.75.
- Construction of 6" thick concrete curb & gutter to control storm water runoff and vehicular movement on properties adjacent to the project and along Centurion Way, in the amount of \$23,008.50.

The addition of Change Order No 3 increases the total construction cost to \$16,853,401.85. This represents a 0.90% increase over the contract construction cost. Typically, a project of this scope and magnitude will experience change orders totaling approximately 4% of the original contract price. Fortunately, staff has worked with the Contractor to effectively minimize the value of change orders on this project to date. However, due to nature of these improvements and remaining scope of roadway and bridge improvements remaining to be constructed, it is anticipated that staff will submit future change orders to Council for consideration and approval well within the 4% figure.

RECOMMENDATION:

Staff recommends that Council authorize the City Manager to approve Change Order No. 3, in the amount of \$124,766.25, for the construction of Arapaho Road, Phase III, from Surveyor Blvd. to Addison Road.

TOWN OF ADDISON, TEXAS
ARAPAHO ROAD - PHASE III
Project No. 04-22

CHANGE ORDER NUMBER: 3

1. CONTRACTOR: Archer Western Contractors, Ltd.

2. Change Order Work Limits: Sta. -1+25 to Sta. 68+65

3. Describe the work being revised:

This Change Order work is for the additional concrete for the Cast-In-Place Concrete Retaining Wall and concrete curb and gutter work along the project site. See attached reason sheet.

4. Work to be performed in accordance with Items: See attached Tables

5. New or revised plan sheet(s) are attached and numbered: RT-3

6. New general notes to the contract are attached: Yes No

7. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

<p><i>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit, or loss of compensation as a result of this change.</i></p> <p>THE CONTRACTOR _____ Date _____</p> <p>By _____</p> <p>Typed/Printed Name _____</p> <p>Typed/Printed Title _____</p>	<p>The following information must be provided</p> <p>Time Ext. #: <u>N/A</u> Days added on this CO: <u>0</u></p> <p>Amount added by this change order: <u>\$124,766.25</u></p>
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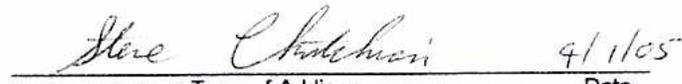
RECOMMENDED FOR EXECUTION:


Construction Inspector Date 3/30/05

Town of Addison Date
 APPROVED Director of Public Works

Project Manager Date

Town of Addison Date
 APPROVED Asst. Public Works Director


Town of Addison Date 4/1/05
 APPROVED Asst. City Engineer

**Arapaho Road – Phase III
Project No.**

Change Order No. 3

Reason for Change

Item 144 -Furnish & Place Concrete Retaining Wall, Class 'F' Concrete: This work is for the adjustment to the quantity of the Structural wall for the design and reconfiguration of the Mechanical Stabilized Earth Wall #3 that is supported by the Structural Wall. .

Item 1223 - Furnish & Place 6" thick Curb and Gutter, 4000psi @ 28 days: This work has been added to the contract for the installation of curb and gutter to control storm water run-off and traffic control. The change order will result in zero (0) days time extension to the contract.

HNTB Corporation

Guy Van Baulen, EIT

Council Agenda Item #R6

SUMMARY:

This item is for the approval of an amendment to the Engineering Services Agreement with HNTB Corporation, in an amount not to exceed \$149,874.00, for additional inspection services on the Arapaho Road, from Surveyor Blvd. to Addison Road, project.

FINANCIAL IMPACT:

Current Design/Inspection Contract Amount: \$1,156,766.00

Additional Inspection Cost: \$149,874.00

Construction Contract Amount: \$16,702,578.42

Source of Funds: Funds are available from the FY 2004 General Obligation Bond Program.

BACKGROUND:

The third phase of the proposed Arapaho Road extension project extends from Surveyor Blvd. to Addison Road. Construction of this section of Arapaho Road is underway and will complete an east-west minor arterial roadway that is necessary to relieve traffic congestion on Belt Line Road. A proposed bridge over Midway Road is also under construction as an integral component of the roadway section in the third phase. Due to the complex nature of this project, the Town entered into an agreement with the firm of HNTB Corporation to provide construction inspection of all improvements, in the amount of \$211,060.00. This cost consisted of using an on-site inspector at a previously determined rate of 40 hours per week. However, as the construction of the project unfolded and demands on the inspector to be at the project site were elevated, the total inspection hours necessary to keep up with the work increased to approximately 65 hours per week. As a result, the inspectors total billings for work performed reached \$232,514.48 as of February 11, 2005. This resulted in a budget overage of \$21,454.48, with a substantial amount of the project remaining.

Subsequently, Public Works staff and representatives of HNTB Corporation re-evaluated the future demands on the construction inspector during the remaining portion of the project, with the following determinations:

- Extensive municipal and franchise utility relocation improvements, placement of double concrete box culverts throughout the length of the project, and the necessary lowering of the existing Dallas Water Utilities 60” water transmission main, required substantial attention by the inspector during the initial portion of the project.
- The inspector should be able to return to typical 40 hour/week inspection.
- Based on anticipated remaining length of the project, the inspector will be required to remain on-site for another 27 weeks.
- Future site visits by HNTB Corporation management staff will be drastically reduced at this point and will make up a very small portion of the additional total inspection monies required on the project. It should be noted that Public Works Department staff has been very involved in the day-to-day field engineering and inspection issues from the beginning of construction, and will remain an integral part of the process.
- Based on the above-mentioned factors, the total on-site construction inspection will require approximately \$149,874.00 in additional funding to complete the project.

Although the inspection performed during the initial portion of the project exceeded estimated expenditures, it was determined by staff that it was essential that the numerous construction activities that were underway simultaneously were being constructed properly. As a result, the Town will ultimately realize the highest quality of bridge and roadway construction on this project.

RECOMMENDATION:

Staff recommends that Council authorize the City Manager to enter into an amendment to the Engineering Services Agreement with HNTB Corporation, in an amount not to exceed \$149,874.00, for additional inspection on the Arapaho Road, from Surveyor Blvd. to Addison Road, project.

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement, Number 13, to the AGREEMENT FOR ENGINEERING SERVICES, dated January 23, 2001 (the Agreement), between Town of Addison (Owner) and HNTB Corporation (Engineer) is made effective as of the 23rd day of March, 2005

1. Engineer shall perform the following Services:
 - See Attachment A

2. In conjunction with the performance of the foregoing Services, Engineer shall provide the following submittals/deliverables (Documents) to Owner:
 - Additional construction inspection services.

3. Engineer shall perform the Services and deliver the related Documents (if any) according to the following schedule:

There will be no change in the schedule due to the above mentioned item.

In return for the performance of the foregoing obligations, Owner shall pay to Engineer the amount of \$ 149,874, payable according to the following terms:

Payments will be made based upon the provisions of the original contract, with a corresponding increase in the total contract amount to \$1,306,640.

Except to the extent modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

Town of Addison
(Owner)

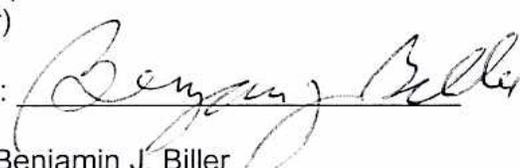
Signature: _____

Name: _____

Title: _____

Date: _____

HNTB Corporation
(Engineer)

Signature:  _____

Name: Benjamin J. Biller _____

Title: Vice President _____

Date: March 23, 2005 _____

Attachment A

Arapaho Road Construction Inspection

Original Contract Amount	\$ 211,060.00
Days bid by Archer-Western	425
Days used as of Feb. 11, 2005	187
Days to completion	238
Weeks to completion	34
Amount Spent as of Feb. 11, 2005	\$ 232,514.48
Over Budget Amount	\$ (21,454.48)

Assumptions:

1. After February 11th, Archer Western will work for **34** more weeks to complete project.
2. Archer Western will work 6 days a week, 12 hours per day for **30** weeks.
3. Archer Western will work 7 days a week, 12 hours per day for **4** weeks.
4. This equates to 208 days of construction remaining.

Guy Van-Baulen will work a maximum of 40 hours per week.
 Guys' assistant will work a maximum of 0 hours per week.

Guy	
Weeks	27
Hours/Week	40
Total Hours	1,080
Hours	1,080
Rate	\$ 36.00
Direct Labor	\$ 38,880.00
ER	2.92
Total	\$ 113,529.60

Guy's Assistant	
Weeks	0
Hours/Week	0
Total Hours	0
Hours	0
Rate	\$ 23.00
Direct Labor	\$ -
ER	2.92
Total	\$ -

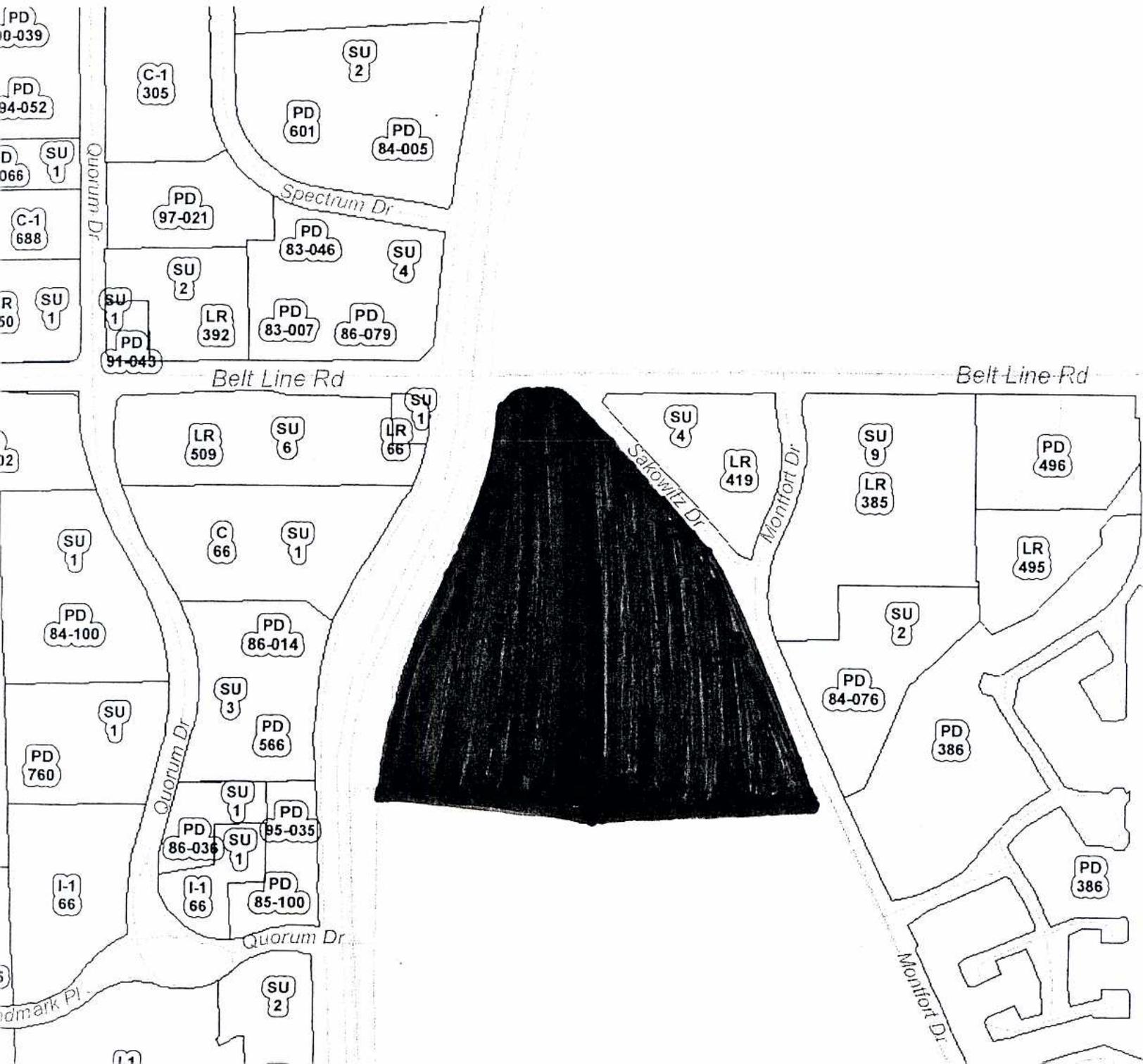
Total Labor \$ 113,529.60

Total amount required to finish project

Existing Over Budget amount	\$ 21,454.48	
Total Labor	\$ 113,529.60	
Project Management Expenses	\$ 12,000.00	(assumes 2 hours per week)
	\$ 2,890.00	
Total	\$ 149,874	

1486-SUP

Case 1486-SUP/Gloria's Restaurant. Requesting approval of 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, located at 5100 Belt Line Road, Suite 852 (Village on the Parkway Shopping Center), on application from Gloria's Restaurant, represented by Mr. Matthew Stevens Crittenden.



Facades. The applicant has submitted drawings of the facades that will be added to the lease space. The new facades will feature rusted, painted metal in keeping with the existing facades on the Gloria's Restaurant.

Parking. Parking for all uses in this shopping center are calculated at a mixed-use development ratio of one space per 250 square feet. There is sufficient parking for this restaurant. In addition, the restaurant will have the ability to use spaces adjacent to the Bed, Bath, and Beyond store, which will be available in the evenings.

Signs. The applicant has shown a sign above the new front door. The applicant should be aware that all signs in this shopping center are under a Meritorious Exception to the Sign Ordinance, and the applicant should permit all signs through the Building Inspection Department.

Building Code Issues. The Building Official has reviewed the plans, and finds that under the Building Code, the expansion of the restaurant will cause the entire building to have to be provided with fire sprinklers. In addition, a 2-hour wall will have to be provided between the expanded Gloria's space and the rest of the multi-tenant building.

Landscaping. The landscaping in this center was recently renovated. It complies with out landscaping ordinance and is being well maintained.

Mechanical Equipment. The applicant and property owner should be aware that any mechanical equipment placed on the roof of the building, or on the ground, must be screened from view.

Dumpsters. The staff visited the site and found all dumpster enclosures in good repair and all dumpsters in the enclosures. The applicant should be aware that all refuse containers, including those for recycling, must be screened in a dumpster enclosure.

RECOMMENDATION:

Staff feels that the expansion of this restaurant is an appropriate use for this site, and recommends approval subject to no conditions.

Respectfully submitted,



Carmen Moran
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on March 24, 2005, voted to recommend approval of the request on application from Gloria's Restaurant, subject to no conditions.

Voting Aye: Bernstein, Chafin, Doepfner, Jandura, Knott, Meier

Voting Nay: none

Absent: Benjet

To: Carmen Moran, Director Development Services

From: Lynn Chandler, Building Official

Date: March 16, 2005

Subject: Case 1486-SUP/Gloria's Restaurant

This space exceeds 5000 square feet in area and will have to be sprinklered per the 2000 IBC. In addition this area will be required to be separated from the remainder of the building with 2 hour construction.

Memorandum

Date: March 15, 2005
To: Carmen Moran, Director of Development Services
From: Slade Strickland, Director of Parks and Recreation
Subject: **Case 1486 – SUP/Gloria’s Restaurant**

There are no landscape requirements for this case. The existing landscaping appears to be in good condition.

Carmen Moran

From: Steve Chutchian
Sent: Wednesday, March 16, 2005 2:24 PM
To: Carmen Moran
Subject: Planning and Zoning Agenda Comments

The following comments are submitted for items included in the March 21, 2005 Planning and Zoning Commission meeting:

Case 1486-SUP/Gloria's Restaurant

No Comments

Case 1487-Z/Beltway Commercial Real Estate Co.

No Comments

Case 1488-SUP/On the Border

- Engineering plans and specifications must be approved, including paving, drainage, utilities, erosion control, landscaping and traffic considerations.
- Proposed east-west ingress/egress design must be coordinated directly with proposed engineering design of Addison Road

REPLAT/Beltway Quorum Addition, Lot 1A and 3, Block A

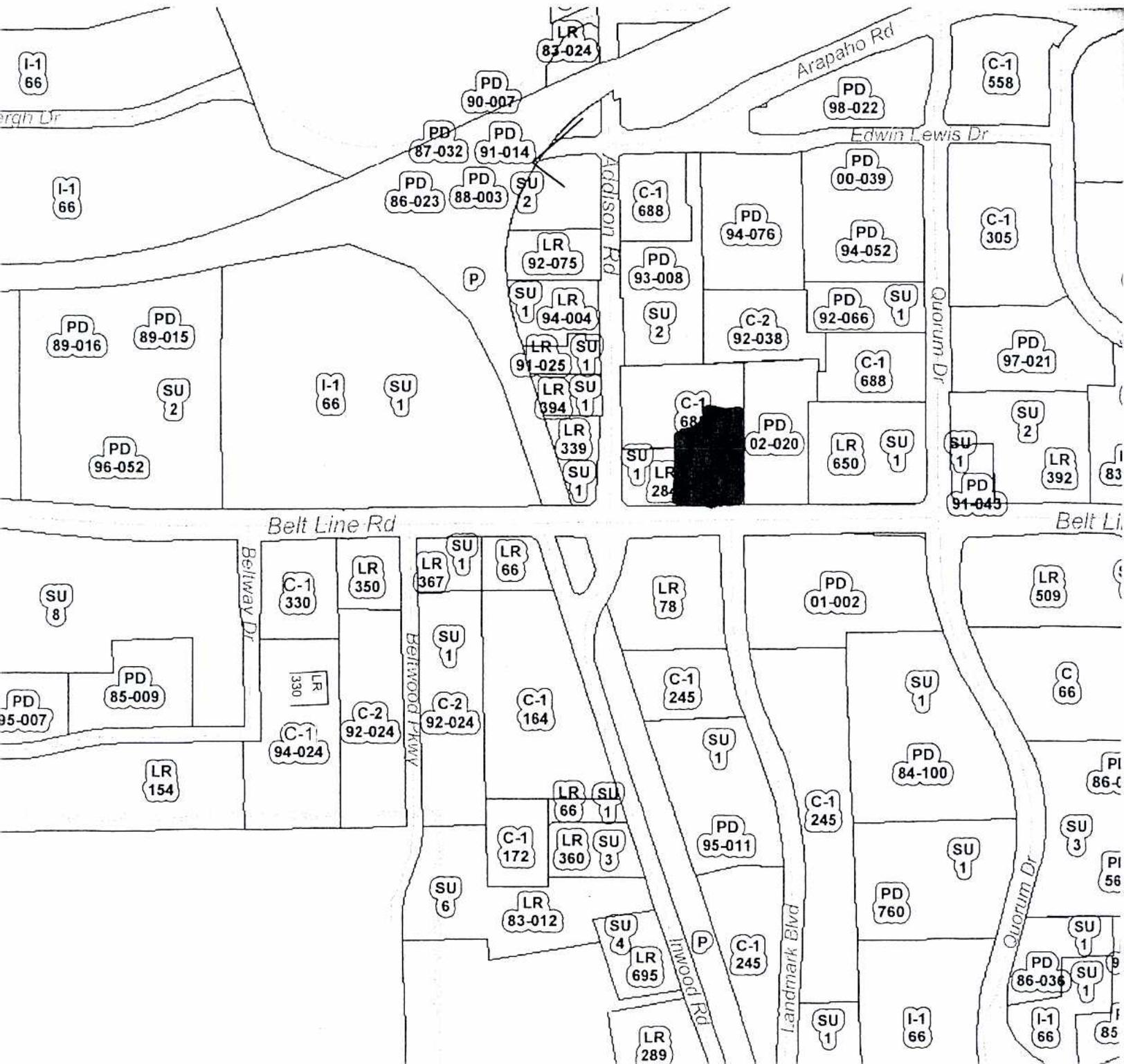
No Comments

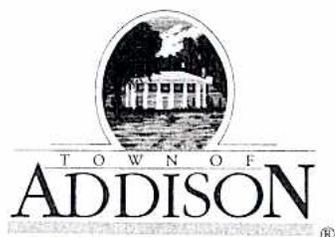
Should you have any questions, please let me know.

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

1487-Z

Case 1487-Z/Beltway Commercial Real Estate Co. Requesting approval of a change of zoning from Commercial-1 to a Planned Development district with restaurant, and sale of alcoholic beverages for on-premises consumption as allowed uses, subject to the approval of a Special Use Permit, located on 1.760 acres 300 feet east of the northeast corner of Addison Road and Belt Line Road, on application from Beltway Commercial Real Estate Company.





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

March 16, 2005

STAFF REPORT
RE:

Case 1487-Z/ Beltway Commercial
Real Estate

LOCATION:

1.760 acres, on the north side of
Belt Line Road, approximately 300
feet east of the intersection of Belt
Line Road and Addison Road

REQUEST:

Approval of a change of zoning
from Commercial-1 to a Planned
Development district that allows
all current Commercial-1 uses
and restrictions, but adds the
uses of "restaurant," and "sale of
alcoholic beverages for on-premises
consumption", subject to the approval
of a Special Use Permit

APPLICANT:

Beltway Commercial Real Estate,
represented by Mr. Cole Snadon

DISCUSSION:

Background. This property is located in the "heart" of Addison, on the north side of Belt Line Road, between Quorum Drive and Addison Road. The site was long occupied by the Payless Cashways home improvement center. Payless closed in 2001, and the owner demolished the building and lumberyard that was on the site. The site is now being redeveloped in pieces. The first tract to redevelop was for a BJ's Restaurant and Brewhouse, which opened in 2002. The BJ's site was rezoned to a Planned Development zoning district in June of 2002. The remainder of the tract was left in the Commercial-1 zoning classification. The Commercial-1 zoning district allows all the uses contained in Local Retail, plus some additional uses. The C-1 district allows a restaurant, with a Special Use Permit, but does not allow for the sale of alcoholic beverages for on-premises consumption. Although both of these uses also require a Special Use Permit, the base zoning for them must be either Local Retail or a Planned Development for the sale of alcoholic beverages for on-premises consumption. At this

point, the applicant wants to rezone another piece to a Planned Development district in order to develop an On the Border Restaurant. The Special Use Permit for On the Border is also on this agenda as Case 1488-SUP. The applicant does not want to rezone the entire tract at this time, as he does not know at present what he plans to do with the rest of the site.

The applicant would like to retain the uses and restrictions allowed in the Commercial-1 district because it gives him six stories of allowed height as opposed to two and one half stories in Local Retail. The applicant is not planning to utilize the available height with this restaurant, but does not want to lose the six-story height allowance in case the site redevelops in the future. The landscaping requirements, setbacks, and other restrictions are the same for both districts. The existing Commercial-1 requirements are attached.

RECOMMENDATION:

Staff would like to see another successful "destination" restaurant develop adjacent to BJ's, and believes that the ability to offer alcoholic beverages in a restaurant is key to the redevelopment. Staff feels that the rezoning to a Planned Development district with all Commercial-1 uses and restrictions, plus the uses of sale of alcoholic beverages for on-premises consumption (with a Special Use Permit), is an appropriate zoning district for this site. Staff recommends approval of this request subject to no conditions.

Respectfully submitted,

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

Carmen Moran
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on March 24, 2005, voted to recommend approval of the request for a change of zoning from Commercial-1 to a Planned Development district with a restaurant and the sale of alcoholic beverages for on-premises consumption as allowed uses, subject to the approval of a Special Use Permit, on application from Beltway Commercial Real Estate Company, subject to no conditions.

Voting Aye: Bernstein, Chafin, Doepfner, Jandura, Knott, Meier

Voting Nay: None

Absent: Benjet



50 YEARS OF FUN!

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

FAX (972) 450-7043

March 16, 2005

STAFF REPORT

RE: Case 1488-SUP/On the Border Mexican Grill and Cantina

LOCATION: 1.760 acres on the north side of Belt Line Road, approximately 300 Feet east of the northeast corner of the intersection of Addison Road and Belt Line Road

REQUEST: Approval of a Special Use Permit for a restaurant, and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption

APPLICANT: On the Border, represented By Mr. Brian J. Parker of Kimley-Horn and Associates

DISCUSSION:

Background. On the Border Mexican Grill and Cantina currently operates a restaurant at 4400 Belt Line Road. On the Border is planning to close that location and build a new restaurant on this site. The site is being rezoned to a Planned Development district (Case 1487-Z) in order to accommodate the new restaurant. The restaurant will represent the newest concept for On the Border's future restaurants. On the Border is a restaurant chain operated by Brinker International, which also operates Chili's and Romano's Macaroni Grill restaurants, among others.

Proposed Plan. The plans indicate a 6,882 square-foot restaurant with a 2,041 square-foot patio. The areas allocated to different uses breaks down as follows:

USE	SQUARE FEET	PERCENT
Dining	3,027	34%
Patio	2,041	23%
Kitchen	1,864	21%
Bar	1,120	13%
Banquet Room	414	5%
Bathrooms	357	4%
TOTAL	8,923	100%

Facades. The plans indicate the facades will be made up of a variety of materials. The façades are very “eclectic” and appears it is meant to give the appearance of several different buildings stuck together. The façades include stucco, stone, brick, cementitious siding, and brick tiles. The variety of materials in the facades can be approved as a part of the Special Use Permit.

Landscaping. The Parks Department has reviewed the landscaping plan and finds that it complies with the Town’s landscaping ordinance. Slade Strickland also notes that the plans indicate a sign, but do not indicate whether it will be a monument or pole sign. Although the sign ordinance allows either type, the staff recommends monument signs because they provide better visibility. Pole signs tend to get lost in the tree canopy as the trees mature.

Parking. The restaurant falls under the 1/70 parking requirement for a free-standing restaurant. It provides 127 spaces, which is exactly the number required.

Mechanical Equipment. The applicant and property owner should be aware that any mechanical equipment placed on the roof of the building, or on the ground, must be screened from view.

Dumpsters. The plans indicate an adequate dumpster enclosure. The applicant should be aware that all refuse containers, including those for recycling, must be screened in a dumpster enclosure.

Fire Department Review. The Fire Prevention Chief has marked up a site plan with hydrant and fire lane locations, and that plan has been furnished to the applicant.

Signage. The applicant has shown signs on the façade. The applicant should be aware that signs cannot be approved through this process, and that all signs for the restaurant must comply with the requirements of the Addison Sign Ordinance. In addition, the Town has a policy against allowing the term “bar” or other terms that denote alcoholic

beverages in exterior signs. However, On the Border the term "Cantina" was approved for the existing signs on the restaurant at 4400 Belt Line location. On the Border would be taking those signs down once that restaurant closes.

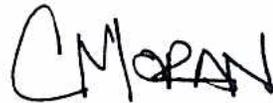
Public Works. The Public Works Department has reviewed the proposed plans and notes that all engineering plans and specifications must be approved prior to the issuance of a building permit. Those plans include paving, drainage, utilities, erosion control, landscaping and traffic considerations. In addition, the proposed east-west ingress/egress design must be coordinated directly with proposed engineering design of Addison Road.

RECOMMENDATION:

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

- all engineering plans and specifications must be approved prior to the issuance of a building permit.
- the proposed east-west ingress/egress design must be coordinated directly with proposed engineering design of Addison Road.

Respectfully submitted,

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

Carmen Moran
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on March 24, 2005, voted to recommend approval of the Special Use Permit request for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption, on application from On the Border, subject to the following conditions:

-all engineering plans and specifications must be approved prior to the issuance of a building permit.

-the proposed east-west ingress/egress design must be coordinated directly with proposed engineering design of Addison Road.

The Commission approved the applicant's proposed plan for landscaping, which shows less than 20% landscaping for the site, and did not choose to impose a condition, which would prohibit the use of the term "Cantina" in exterior signs.

Voting Aye: Bernstein, Chafin, Doepfner, Jandura, Knott, Meier

Voting Nay: None

Absent: Benjet

Memorandum

Date: March 30, 2005
To: Carmen Moran, Director of Development Services
From: Slade Strickland, Director of Parks and Recreation
Subject: **Case 1487-Z/Beltway Commercial Real Estate Co.**

The initial plan submitted by the applicant met the 20 percent landscape requirement. The applicant's engineer discovered a discrepancy between the landscaping and site plans after recommendations had been made, which reduced the landscaping to 18 percent. The 2 percent reduction equals approximately 1,395 square feet. The Planning and Zoning Commission discussed the discrepancy, and they approved the plan with less than 20 percent.

The exterior hardscape plan includes attractive patio areas featuring a fountain, decorative paving and bench seating, which complement the overall landscape design package. Although the regulations do not address offsetting landscaping with these types of site amenities, staff believes that the combination of the two meets the intent of the ordinance.

An alternative to recovering the reduced landscaped area would be to include additional landscaping to the adjoining sites as they are developed on the west and north sides of the On The Border site.

The applicant should consider installing a monument sign to allow visibility underneath the tree canopy proposed along the Belt Line Road frontage. The landscape plan shows the sign location, but does not specify it as a monument or pole sign.

A rain and freeze sensor need to be shown on the irrigation plan to be connected to the controller.

Memorandum

Date: March 15, 2005
To: Carmen Moran, Director of Development Services
From: Slade Strickland, Director of Parks and Recreation
Subject: **Case 1487-Z/Beltway Commercial Real Estate Co.**

The landscape plan submitted by the applicant complies with the landscape regulations. A rain and freeze sensor need to be provided on the irrigation plan.

The applicant should consider installing a monument sign to allow visibility underneath the tree canopy proposed along the Belt Line Road frontage. The landscape plan shows the sign location but does not specify it as a monument or pole sign.

Carmen Moran

From: Steve Chutchian
Sent: Wednesday, March 16, 2005 2:24 PM
To: Carmen Moran
Subject: Planning and Zoning Agenda Comments

The following comments are submitted for items included in the March 21, 2005 Planning and Zoning Commission meeting:

Case 1486-SUP/Gloria's Restaurant

No Comments

Case 1487-Z/Beltway Commercial Real Estate Co.

No Comments

Case 1488-SUP/On the Border

- Engineering plans and specifications must be approved, including paving, drainage, utilities, erosion control, landscaping and traffic considerations.
- Proposed east-west ingress/egress design must be coordinated directly with proposed engineering design of Addison Road

REPLAT/Beltway Quorum Addition, Lot 1A and 3, Block A

No Comments

Should you have any questions, please let me know.

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

MERITORIOUS EXCEPTION TO THE ADDISON SIGN ORDINANCE
STAFF REPORT
ME 2005-3

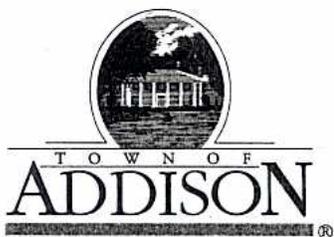
Date: April 4, 2005
Location of Request: 4980 Belt Line Rd Suite 100

Business: Asian Fusion

<u>Ordinance Requirement</u>	<u>Request</u>	<u>Variance</u>
<p>Sec. 62-183. Number of signs.</p> <p>Only one detached sign of any type may be erected on any premises except that:</p> <p>(1) Premises which have more than 450 feet of property frontage along the public way, other than an alley, may not have more than one additional detached sign for each additional 300 feet in length.</p> <p>(2) Any premises with frontage along more than one public way may have a permanent detached sign along each public way provided that each frontage way is at least 300 feet in length.</p> <p>(3) All permanent detached signs must be no more than 150 feet apart, with no two detached signs of any type being closer than 50 feet apart.</p> <p>Sec. 62-186. Monument signs.</p> <p>Monument signs must be built on a monument base as opposed to a pole base with no separation between the base of the sign and the natural grade. A monument sign contains only the name, logo, address and product or service of the establishment. No advertising or promotional information is permitted thereon. Such sign may be single or double-faced. Such signs with the base shall not exceed six (6) feet in overall height above the natural or average grade and the actual sign face shall not exceed forty-eight (48) square feet in area per side. Plastic faces may be used on monument signs provided only letters, numbers or logo elements emit light. The monument sign shall be located on site and a minimum of twenty (20) feet from the back of the curb.</p>	<p>The applicant is requesting:</p> <p>A monument sign located 33 ft from an existing Pole sign.</p>	<p>The ordinance requires that a permanent detached monument sign be located a minimum of 150' from another monument sign or pole sign.</p>

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

STAFF: Lynn Chandler
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 of Development Services

From: Lynn Chandler, Building Official

Date: April 4, 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!

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: 3-17-05

Filing Fee: \$200.00

Applicant: Asian Fusion

Address: 4980 Beltline

Suite#: 100

Addison, TX
City State

75001
Zip

Phone#: (972) 458-2888

Fax#: _____

Status of Applicant: Owner _____ Tenant _____ Agent Manager

Location where exception is requested:

Corner of Beltline & Quorum

Reasons for Meritorious Exception:

The corner does not have enough room for sign. The corner is also cluttered with huge electrical box and tree. So it makes seeing a sign there very hard.

YOU MUST SUBMIT THE FOLLOWING:

12 COPIES OF THE PROPOSED SIGN SHOWING:

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

Date Fees Paid 3-29-05 Check # Cash Receipt # 22771


Finance Department

MEMO

To: Ron Whitehead, City Manager
From: Randy Moravec, Finance Director
Re: Revised Airport Fund Long-Term Plan
Date: March 31, 2005

The award of a bid for construction of a new fuel farm at the airport that was significantly higher than estimated required a reexamination of the Airport fund long-term financial plan to ensure the fund would be capable of supporting needed capital projects in addition to anticipated operation and maintenance expenses. The finance department reviewed the financial plan with Airport Manager Lisa Pyles and General Services Director Mark Acevedo and developed a modified plan that is included with this memorandum.

All modifications to the plan are highlighted on the plan statement and are described below:

- ◆ The original plan did not include the "sources" and "uses" of the \$4.4 million in certificates of obligation (CO). The modified plan shows the \$4.4 million proceeds coming in fiscal year 2005 and being spent in 2005 and 2006 for the new fuel farm (\$3,963,200), removal of the equipment associated with the old fuel farm (\$336,500). The remaining \$100,300 is allocated to design of drainage improvements during the 2005 fiscal year.
- ◆ The construction of drainage improvements that were to be funded with a portion of the CO proceeds have been allocated for the 2006 and 2007 fiscal years for a total of \$2 million coming from accumulated fund balance. To support this project, the \$2 million projected for hangar redevelopment during fiscal years 2008 and 2009 has been reduced to \$500,000.
- ◆ The debt service associated with the CO issue has been changed to reflect the actual amount to be paid. Over the five-year period of the financial plan, the repayment of principal and interest totals \$1,676,490 instead of the \$2,097,850 budgeted.
- ◆ Several other projects have been added to the 2005 fiscal year budget:
 - Second phase for rehabilitating distressed pavement on the airport's west side (\$270,000).
 - Repair of vehicle access road (\$141,500).
 - Maintenance vehicles and machinery (\$87,600).
 - Town's portion of an automatic weather observation system (\$30,000).
- ◆ With the above modifications ending fund balance at the end of the five-year horizon is projected to be \$1,352,010, or \$363,890 less than included in the original financial plan. At no time during the plan does fund balance drop below the 25% floor established by the Town's financial policies.

TOWN OF ADDISON
AIRPORT FUND LONG-TERM FINANCIAL PLAN
Updated March 31, 2005

	Actual 2003-2004	Revised Budget 2004-2005	Year 1 Projected 2005-2006	Year 2 Projected 2006-2007	Year 3 Projected 2007-2008	Year 4 Projected 2008-2009
BEGINNING WORKING CAPITAL	\$ 1,780,310	\$ 1,573,840	\$ 4,298,650	\$ 2,446,430	\$ 1,273,050	\$ 984,780
NET INCOME						
Operating revenues:						
Operating grants	60,117	30,000	30,000	30,000	30,000	30,000
Fuel flowage fees	1,030,378	1,000,000	1,030,000	1,060,900	1,092,730	1,125,510
Rental	2,981,906	3,070,000	3,162,100	3,256,960	3,354,670	3,455,310
User fees	41,979	35,000	36,050	37,130	38,240	39,390
Total operating revenues	4,114,380	4,135,000	4,258,150	4,384,990	4,515,640	4,650,210
Operating expenses:						
Town - Personal services	238,270	284,070	298,270	313,180	328,840	345,280
Town - Supplies	24,759	15,000	15,450	15,910	16,390	16,880
Town - Maintenance	25,304	293,250	24,410	25,630	26,910	28,260
Town - Contractual services	495,037	407,520	415,670	423,980	432,460	441,110
Grant - Operations & Maintenance	79,093	141,500	60,000	60,000	60,000	60,000
Operator - Operations & Maintenance	1,439,523	1,248,740	1,036,150	1,108,680	1,186,290	1,269,330
Operator - Service Contract	1,039,646	1,041,000	1,093,050	1,147,700	1,205,090	1,265,340
Total operating expenses	3,341,632	3,431,080	2,943,000	3,095,080	3,255,980	3,426,200
Net operating income	772,748	703,920	1,315,150	1,289,910	1,259,660	1,224,010
Non-Operating revenues (expenses):						
Interest earnings and other	34,565	35,000	36,050	37,130	38,240	39,390
Interest on debt, fiscal fees, & other	-	(128,010)	(166,920)	(159,220)	(151,170)	(151,170)
Net Non-Operating revenues (expenses)	34,565	(93,010)	(130,870)	(122,090)	(112,930)	(111,780)
Net income (excluding depreciation)	807,313	610,910	1,184,280	1,167,820	1,146,730	1,112,230
Sources (uses) of working capital:						
Bond proceeds	-	4,400,000	-	-	-	-
Retirement of long-term debt	-	-	(215,000)	(225,000)	(235,000)	(245,000)
Net additions to fixed assets with grants	(88,794)	(70,000)	(425,000)	(1,116,200)	(200,000)	-
Other net additions to fixed assets	(924,994)	(2,216,100)	(2,396,500)	(1,000,000)	(1,000,000)	(500,000)
Net sources (uses) of working capital	(1,013,788)	2,113,900	(3,036,500)	(2,341,200)	(1,435,000)	(745,000)
ENDING WORKING CAPITAL	\$ 1,573,835	\$ 4,298,650	\$ 2,446,430	\$ 1,273,050	\$ 984,780	\$ 1,352,010
PROJECTS						
Grant Projects:						
Capital (Town's Share):						
Apron / Taxiway Construction	88,794					
Automatic Weather Observation Sys.		30,000				
Terminal Building		40,000	360,000			
Runway 15/33 Overlay and Enhancement			40,000	513,000		
Airport lighting upgrade			25,000			
Taxiway rehabilitation				177,200		
Runway 15/33 Extension				426,000		
Overlay Taxiway Alpha					200,000	
Total	\$ 88,794	\$ 70,000	\$ 425,000	\$ 1,116,200	\$ 200,000	\$ -
Other Projects:						
Capital:						
Operating & Maintenance Equipment	58,910	87,600				
Land Acquisition	3,472					
Economic Development Program	516,320					
Airport Parkway Extension	346,292					
New Fuel Farm		2,013,200	1,950,000			
Removal of Old Fuel Farm			336,500			
Drainage Improvements		100,300		1,000,000	1,000,000	
Maintenance building		15,000	110,000			
Hangar Redevelopment						500,000
Total	\$ 924,994	\$ 2,216,100	\$ 2,396,500	\$ 1,000,000	\$ 1,000,000	\$ 500,000

Council Agenda Item: #R12

SUMMARY: This item is for the award of a bid to Jeske Construction Co. in the amount of \$103,562.00 for the Airport Vehicle Access Road Paving Improvements.

FINANCIAL IMPACT:

Budgeted Amount: \$141,500

Cost: Construction Cost \$103,562.00

Funding Source: \$30,000 of TxDOT Routine Airport Maintenance Project (RAMP) funds (a yearly grant) will be applied to this project with the remainder coming from the Airport Fund.

BACKGROUND:

Several years ago the Airport built a vehicle access road that runs parallel, and just east of Taxiway A for the purpose of keeping airport operations vehicles off of Taxiway A. A portion of this roadway was repaired last year to include drainage improvements. This project is a continuation of the repairs needed on this roadway.

Seven bids were received on March 22, 2005. A copy of the bid tab is attached. The project was bid as an A+B bid where the A part of the bid is the contractor's price to do the work, and the B part of the bid is the contractor's estimated time to complete the work multiplied by the "time value" of a day, in this case set at \$500.00 per day. The A and B parts of the bids are added together to get a total A+B amount. The A+B bid amounts are compared and the bid is awarded to the bidder with the lowest A+B total. The contract awarded is an incentive/disincentive type contract whereby if the contractor finishes early he is awarded a \$500.00 per day bonus. Likewise, if he finishes late, \$500.00 per day is subtracted from his amount bid.

Jeske Construction Co. was the low A+B bidder and bid 50 days to complete the work. It is estimated he may be able to finish the work 10 days early, so an incentive payment of \$5,000.00 could be expected. Jeske Construction Co. has worked for the Town in the past and has performed in a very satisfactory manner.

RECOMMENDATION:

Staff recommends Council pass a resolution awarding a contract to Jeske Construction Company in the amount of \$103,562.00 for the Airport Vehicle Access Road Paving Improvements Project, and authorize the City Manager to enter into a contract with Jeske Construction Company for the same amount. Staff further recommends Council authorize a budget of \$78,562.00 in Airport Funds and \$30,000.00 in RAMP funds for this project, which includes \$5,000.00 as a possible incentive bonus.

**Airport Vehicle Access Road - Paving Improvements
Bid NO 05-13**

**DUE: March 22, 2005
2:00 PM**

BIDDER	SIGNED	Bid Bond	Addendum 1	Standard Bid (A)	Total Calendar Days X \$500 (B)	Total Bid (A+B)
Jeske Construction Co.	Y	Y	Y	\$103,562.00	\$25,000.00	\$128,562.00
V.A. Construction	Y	Y	Y	\$130,095.00	\$27,500.00	\$157,595.00
Texas Standard Construction	Y	Y	Y	\$165,375.00	\$10,000.00	\$175,375.00
Ed A. Wilson Inc.	Y	Y	Y	\$157,550.00	\$35,000.00	\$192,550.00
Tiseo Paving Co.	Y	Y	Y	\$169,503.00	\$30,000.00	\$199,503.00
Gibson & Associates Inc.	Y	Y	Y	\$189,370.00	\$25,000.00	\$214,370.00
Site Concrete Inc.	Y	Y	Y	\$203,750.00	\$30,000.00	\$233,750.00

Shanna N. Sims

Shanna N. Sims, Budget and Procurement Manager

Corey Layden

Witness

Council Agenda Item: #R13

SUMMARY:

Consideration of a Resolution authorizing the City Manager to enter into a sponsorship contract with Star Brand Imports in the amount of \$20,000 plus in-kind benefits (subject to review and approval by the City Attorney), for Paulaner to be the primary import draft beer sponsor of the 2005 Addison Oktoberfest with the option to mutually renew for the 2006 and 2007 events.

FINANCIAL IMPACT:

Budgeted Amount: N/A

Cost: N/A

Revenue to Addison: \$20,000 cash plus 60,000 16-oz plastic stadium cups (\$8,000 value) plus in-kind marketing support.

If over budget or not budgeted, what is the budget impact? N/A

BACKGROUND:

See attached:

- Import Beer Proposal Comparison
- Memorandum from Barbara Kovacevich

RECOMMENDATION:

Staff recommends approval.



MEMORANDUM

P.O. Box 9010 • 16801 Westgrove Drive • Addison, TX 75001-9010 • 972-450-6221 • 972-450-2834FAX

DATE: April 5, 2005
TO: Chris Terry, Assistant City Manager
FROM: Barbara Kovacevich, Special Event Manager
RE: Agenda Item for Proposed Paulaner Sponsorship of Oktoberfest

I would like to place an Agenda item on the April 12, 2005 City Council Agenda approving a sponsorship agreement (subject to City Attorney approval) with Paulaner (Star Brands Group) to be the primary import draft beer sponsor of the 2005 Addison Oktoberfest with the option to mutually renew for two additional years.

BACKGROUND: Paulaner was the primary import beer sponsor of the Addison Oktoberfest for 16 years; however, Lowenbrau held this right for the past two years due to the uncertainty associated with Paulaner's sale to Fischer Beverages in early 2003. The Lowenbrau contract terminated with the 2004 Oktoberfest so we solicited proposals from three authentic German Oktoberfest beers: Lowenbrau, Paulaner and Spaten. Attached is a summary of the proposals.

RECOMMENDATION: While Lowenbrau was a great partner for the past two years, we feel it is in the best interest of the event to return to Paulaner as the primary import draft beer sponsor. Paulaner offered the strongest proposal and showed the greatest interest in securing the sponsorship rights. The three hotel participants (Crowne Plaza, Inter-Continental and Marriott Quorum are in agreement with this recommendation. Highlights of the Paulaner proposal are as follows:

Town/Event Benefits:

- \$20,000 cash
- 60,000 16-oz plastic cups (\$8,000 value)
- 10,000 coasters (\$800 value)
- Neck-hanger and other off-premise promotions (\$12,500 value)
- Ceremonial Keg for Opening Ceremonies (\$300 value)
- Decorations and other POS materials

Hotel Benefits:

- Authentic beer brand
- Competitive keg price - \$98 (\$21,600 value)
- Commitment to customer service with a dedicated and qualified logistics team – Glazer's Distributors and Star Brand Imports
- Ample equipment

Please let me know if you have any questions or need additional information.

2005 OKTOBERFEST BEER SPONSOR PROPOSALS

Company/ Beers	Cash	Cups	Coasters	Mugs	POS	Neck- hanger	Web	\$ Per Keg	Other	Service/Equipment
PAULANER Hefe-Weizen Oktoberfest Salvator, Pils and Original Lager	\$20,000	60,000	10,000	Varies	Yes	Yes		\$98	(1) Decorations (2) Ceremonial Keg (3) Cardboard snipe on case cards	(1) Ice (2) Refrig truck (3) Techs (4) Logistics/Mgmt team (?) (5) Carts
SPATEN Oktoberfest, Lager, Hefe Weiss	\$15,000 + \$2,000 for every 200 kegs sold above 600 (est. \$19K)			2,500 @ NC Others @ \$2.50 each	Yes	10,000	Yes	\$100	(1) Raffle to Munich Oktoberfest (\$7,500 value) (2) Trip to SF (\$1,600 value) (3) Promote to State (4) Ceremonial Keg (5) Maybe German Band (6) Need 6 hotel rooms	(1) 30-48 qt jockey boxes (2) tap couplets/beer line (3) refrig truck (4) carts (5) 15 pp peak times; 9 pp off peak; 3 draught tech all times
LOWENBRAU Oktoberfest, Original, Dark	\$17,500		Yes					\$90	(1) Decorations (2) Ceremonial Keg (3) Table Tents	(1) Refrig Truck (2) Draft Tech (3) Jockey boxes (4) Manpower (?)

Star Brand
Imports



**Addison Oktoberfest 2005
Paulaner Proposal
April 7, 2005**

**Ben Iaderosa, SBI Regional Director
Cormac McCarthy, SBI Area Sales Manager
Mary Anschutz, SBI Brand Manager
Ron Daly, Glazer's Texas Key Account Director**

Star Brand Imports
A Member of the Heineken Group

Addison & Paulaner

- Thanks for inviting us!
- Star Brand Imports
 - Introductions to company and team
- Paulaner
- Oktoberfest options
- Next steps



Star Brand Imports
A Member of the Heineken Group

Star Brand Imports

- A member of the Heineken group
 - Managed by Heineken USA
 - Share offices in White Plains, NY
 - Mimic product supply chain from Europe for reliable delivery of product
- Specialty division with European brands
 - Paulaner, Hacker-Pschorr, Moretti, Murphy's, Affligem, Fischer, Kalik, Zywiec



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Star Brand Imports

- Local SBI Team
 - Ben Iaderosa, SE Regional Sales Director
 - 22+ years in beer business with lots of experience managing events, teams, execution, etc.
 - Cormac McCarthy, Area Sales Manger for Texas
 - 4 years in the US beer business managing events, programs, promotions, etc.
 - 3 Years Heineken International (Europe)
- Corporate SBI Team
 - Mary Anschutz, Brand Manager
 - Responsible for contract, POS and payments
- Glazer's Team
 - Ron Daly
 - 20+ years industry experience in US beer business at the Import Supplier & Wholesaler level



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Paulaner



Star Brand Imports
A Member of the Heineken Group

Paulaner ~ Since 1634

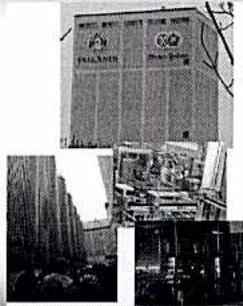
- Since 1634
- Always has been brewed in Munich, Germany
- Continue to offer variety of styles
 - Hefe-Weizen, Oktoberfest, Salvator, non-alcoholic ThomasBrau, Pils and Original Munich Lager



Star Brand Imports
A Member of the Heineken Group

Paulaner ~ Today in the US

- Continue to offer variety of styles
 - Hefe-Weizen, Oktoberfest, Salvator, non-alcoholic ThomasBrau, Pils and Original Munich Lager
- Highest Quality and steeped in Heritage and Tradition
- Premium priced in the US relative to other brands from Munich
- Premium image in the US via:
 - Pricing
 - POS
 - Market position



Star Brand Imports
A Member of the Heilbrunn Group

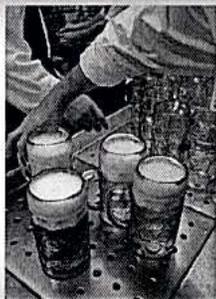
Paulaner & Oktoberfest



Star Brand Imports
A Member of the Heilbrunn Group

Paulaner ~ Part of Oktoberfest since 1810

- One of the original beers available at the Munich wedding of Prince Ludwig I and Theresa in 1810



Best selling beer at the world's biggest party!
More Paulaner is sold at Munich's Oktoberfest than any other beer.

Paulaner ~ Part of Oktoberfest since 1810



Star Brand Imports
A Member of the Heilbrunn Group

Paulaner Oktoberfest in the US

- Continue to draw heavily on the ties to Munich
- Continue to import items from Munich
- Paper POS theme is Getinonit!



Star Brand Imports
A Member of the Heilbrunn Group

Paulaner Oktoberfest in the US

- Continue to focus on special events
 - Larimer Square in Denver
 - Breckenridge in Colorado
 - Wurstfest- New Braunfels, Texas
 - Many smaller events throughout the country
- Would very much like to become a part of the Addison Oktoberfest event again
 - Committed to being a partner for success



Star Brand Imports
A Member of the Heilbrunn Group

Paulaner & Addison 2005



Star Brand Imports
A Division of The Heublein Group

Paulaner & Addison 2005

- Key elements to ensure success
 - Cash sponsorship of \$20,000
 - Dedicated to ensure that the City of Addison has the necessary resources to execute critical elements
 - Pricing for 50-liter kegs
 - Reduction from retail pricing at \$125 to \$98
 - Ensure that participating retailers have the ability to maximize event profitability



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Paulaner & Addison 2005 ~ Options to Enhance the Event ~

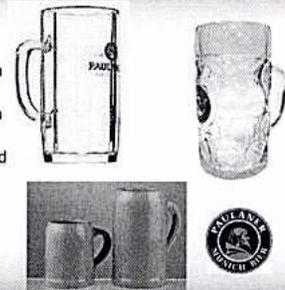
- Coasters
 - Paulaner logo on 1 side and event logo and dates on the other side
 - 10,000 coasters
 - \$800
- 16-oz. white plastic cups
 - 60,000 cups
 - \$8,000
 - *Lead-time is 10 weeks!



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Paulaner & Addison 2005 ~ Options to Enhance the Event ~

- Steins
 - 1-liter dimple mugs
 - ½-liter glass mugs
 - 1-liter ceramic mugs from Germany
 - 1-liter ceramic mugs from Asia
 - How are these being used
 - Cash generator
 - Image
 - What size is preferred
 - Quantity?



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Paulaner & Addison 2005 ~ Options to Enhance the Event ~

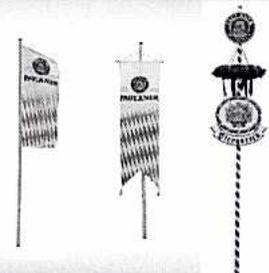
- Decorations
 - Authentic decorations from Munich
 - \$7,000 - \$10,000 to merchandise the event grounds



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Paulaner & Addison 2005 ~ Options to Enhance the Event ~

- Decorations
 - Authentic decorations from Munich
 - \$7,000 - \$10,000 to merchandise the event grounds



Star Brand Imports
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Paulaner & Addison 2005
~ Options to Enhance the Event ~



- Ceremonial keg
 - Of course no Oktoberfest is complete without one!
 - \$300



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Paulaner & Addison 2005
~ Options to Enhance the Event ~

- In-store promotional elements that would work in conjunction with our regular Oktoberfest POS
 - Cardboard snipe to put on case cards promoting the event
 - Neck hangers to be placed on packaged beer at retail promoting the event
 - \$4,000 - \$5,000



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Glazer's Logistics Commitment

- Dedicated Logistics Team
 - Ron Daly - Planning Coordinator
 - Mark Sorelle - On Site Coordinator / Inventory control
 - Draft Techs for set up and continuously on site for troubleshooting
- Personnel commitment
 - Radio Dispatch
 - Service Carts for product transport
 - Depending on the number of pouring stations and layout, we are committing to a minimum of 5 teams of 3 during peak hours and 3 teams of 3 during off-peak hours
 - We would very much like the opportunity to review the event layout and flow to ensure this is even adequate. Should higher levels of personnel be needed, it certainly can be provided.
- Ice, refrigerated trucks, technical assistance included in sponsorship
- SBI management on site throughout the event



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A Member of The Heineken Group

Product Availability & Inventory Management

- Product availability
 - We guarantee that we'll have ample supplies of beer
 - We are involved in many other Oktoberfest events and have no problem selling any excess beer that might have been ordered as a cushion but not used
- Retail account inventory management
 1. On a given day, each time product is delivered to a pouring location, a receipt ticket will be signed for the amount delivered.
 2. At the end of that day, a designated manager for that account will review the amount delivered with our on-site Glazer's manager and reconcile usage for that day.
 3. The open check that was posted will then be completed and the beer for that day is paid for.
 4. Each day a new check will be posted. (It technically can stay in the hands of the account awaiting reconciliation at the end of the day.)
 5. On the last day, we would return ALL UNTAPPED KEGS to the beer trade and provide a credit receipt for those returned. Final reconciliation for the last day of the event will take place for only the kegs an account used.
 6. It should be noted that once a keg is tapped, it will be purchased by the account. Glazer's cannot take back any partial kegs.



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Long-Term Interests

- Long-term interest - YES!
 - We are interested in a long-term arrangement with Addison
 - The contract can be worded with first rights of refusals and terms for Years 2 & 3. As we noted during the meeting, we can -- and do -- write agreements using the first right of refusal to indicate interest and to establish terms for successive years so the "renewals" are very straight forward and simple.



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Total Recommended Investment

- Focused on the key elements to drive a successful event
- Provide availability for purchase of other support items at our pricing advantage

Item	Amount	\$	Recommendation
Sponsorship	1	\$ 20,000	20,000
On-site POS and retail merchandising	M&I Required	\$ 12,500	12,500
Custom coasters	10,000	\$ 800	800
Steins are \$2 - \$8/mug or stein	?	?	?
Plastic stadium cups	60,000	\$ 8,000	8,000
Ceremonial keg	1	\$ 300	300
Product Discount	800	\$ 27	21,600
Total			63,200



Star Brand Imports
A Member of The Heineken Group

Summary

- Paulaner is a brand that delivers authenticity, image and quality
- SBI is dedicated to partner to maximize success
- SBI is committed to investment spend and provide substantial levels of support
- SBI and Glazer's are dedicated to provide seamless service before, during and after the event
- We look forward to the opportunity to be the sponsor of the Addison Oktoberfest in 2005



Star Brand Imports
A Member of The Glazer Group

Prost!



Star Brand Imports
A Member of The Glazer Group

Council Agenda Item: #R14**SUMMARY:**

Staff requests Council approval of proposal for the construction of two kiosks in Addison Circle Park to be used by Event sponsors for event signage.

FINANCIAL IMPACT:

Budgeted Amount: Item was not budgeted, but funds are available in the fund balance in the hotel fund.

Approximate cost for two kiosks:	\$55,000.00
Electrical service to two kiosks:	<u>\$ 5,000.00</u>
Total cost for project:	\$60,000.00

The cost is approximate, as the kiosks have not been bid. However, staff sent the designs to three potential bidders for a price quote, and the prices ranged from \$22,000 - \$28,000.

BACKGROUND:

Eric Terry and Barbara Kovacevich are in negotiations with potential sponsors for Event sponsorship packages that could include permanent signs in Addison Circle Park. While the staff welcomes the sponsorship dollars, it wants to be sure that advertising in the Park is done in a tasteful manner that is consistent with the Park's aesthetic quality.

The staff hired Michael Morris, of Michael Morris Designs, to design a kiosk that would provide illuminated signs for sponsors, and at the same time provide a tasteful format for the posting of information and advertising, both during events and on a daily basis. Michael Morris designed the five panels at the Park's entrance at the Circle, and the staff wanted the design for the kiosks to match the five panels in style and materials. The staff also directed Michael to provide a way that sponsor signs could be easily changed out, as sponsors changed, without having to re-build the signs. The back-lit panels at the top of the kiosk slide in and out, which will make changing sponsor signs easy for the staff to do without the use of an outside contractor. In the event there are times when the Town does not have a sponsor, a panel with the Addison logo can be inserted in the sponsor space.

The staff is pleased with the design that Michael Morris has come up with. Eric and Barbara have shown the designs to potential sponsors, and they are also pleased with it and feel it gives them an adequate presence in the Park.

RECOMMENDATION:

Staff recommends the Council authorize the staff to go out for bids on the construction and installation of two kiosks for sponsor signs, to be located in Addison Circle Park.

Addison Circle Park

Sponsor/Event Kiosk - Color Detail

Scale
1"=1'0"

Size

Panel/36"x5'3"x1.5" return and 1" secondary return
Post/2" OD round
Rods/.75" bar stock
Frame/1.5" sq architectural tubing (sq. corners)
Roof/.25" thick aluminum
Sponsor Inserts/See detail
Ground Sleeve/12" height

Quantity

2 with and add alternate for 1 additional kiosk

Material

Panel/Porcelain Enameled Steel
Post/Alum or steel
Rods/.75" alum or steel bar
Frame/1.5" sq Alum or steel
Roof/.25" Aluminum with 3"x3" structural tube frame
Sponsor Inserts/.25" clear Lexan with face applied vinyl logotype
Ground Sleeve/.125" Alum or steel with seam welded top plate

Paint

All painted surfaces are to be painted with Tnemec Fluoronor Series 1072 and primed with appropriate Tnemec primer.

Color

Panel/Match existing
Post/Match existing
Rods/Match post
Frame/Match post
Roof/Black
Sponsor Inserts/Varies by sponsor
Ground Sleeve/Match post

Finish

Panel/Porcelain
Post/Satin
Rods/Satin
Frame/Satin
Sponsor Inserts/Matte
Ground Sleeve/Satin

Logotypes

Provide to fabricator by client.

Lighting

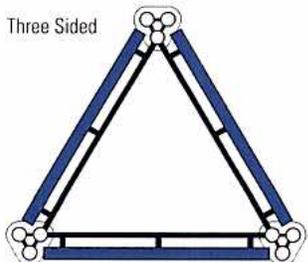
Panel/2 fixtures per side match existing kiosks.
Inserts/back light with color balanced fluorescents or neon. Lights are on a solar power switch.

Installation

Fabricator responsible for engineering base and installation of foundation. Kiosk secures to foundation with mechanical fasteners.

Inserts/ Side in from side Panels/Z-clip to structural frame.

Field verify site conditions and slope prior to



Addison Circle Park

Sponsor/Event Kiosk - Construction

Scale
1"=10"

Size

Panel/36"x5'3"x1.5" return and 1" secondary return
Post/2" OD round
Rods/.75" bar stock
Frame/1.5" sq architectural tubing (sq. corners)
Roof/.25" thick aluminum
Sponsor Inserts/See detail
Ground Sleeve/12" height

Quantity

2 with and add alternate for 1 additional kiosk

Material

Panel/Porcelain Enameled Steel
Post/Alum or steel
Rods/.75" alum or steel bar
Frame/1.5" sq Alum or steel
Roof/.25" Aluminum with 3"x3" structural tube frame
Sponsor Inserts/.25" clear Lexan with face applied vinyl logotype
Ground Sleeve/.125" Alum or steel with seam welded top plate

Paint

All painted surfaces are to be painted with Tnemec Fluoronor Series 1072 and primed with appropriate Tnemec primer.

Color

Panel/Match existing
Post/Match existing
Rods/Match post
Frame/Match post
Roof/Black
Sponsor Inserts/Varies by sponsor
Ground Sleeve/Match post

Finish

Panel/Porcelain
Post/Satin
Rods/Satin
Frame/Satin
Sponsor Inserts/Matte
Ground Sleeve/Satin

Logotypes

Provide to fabricator by client.

Lighting

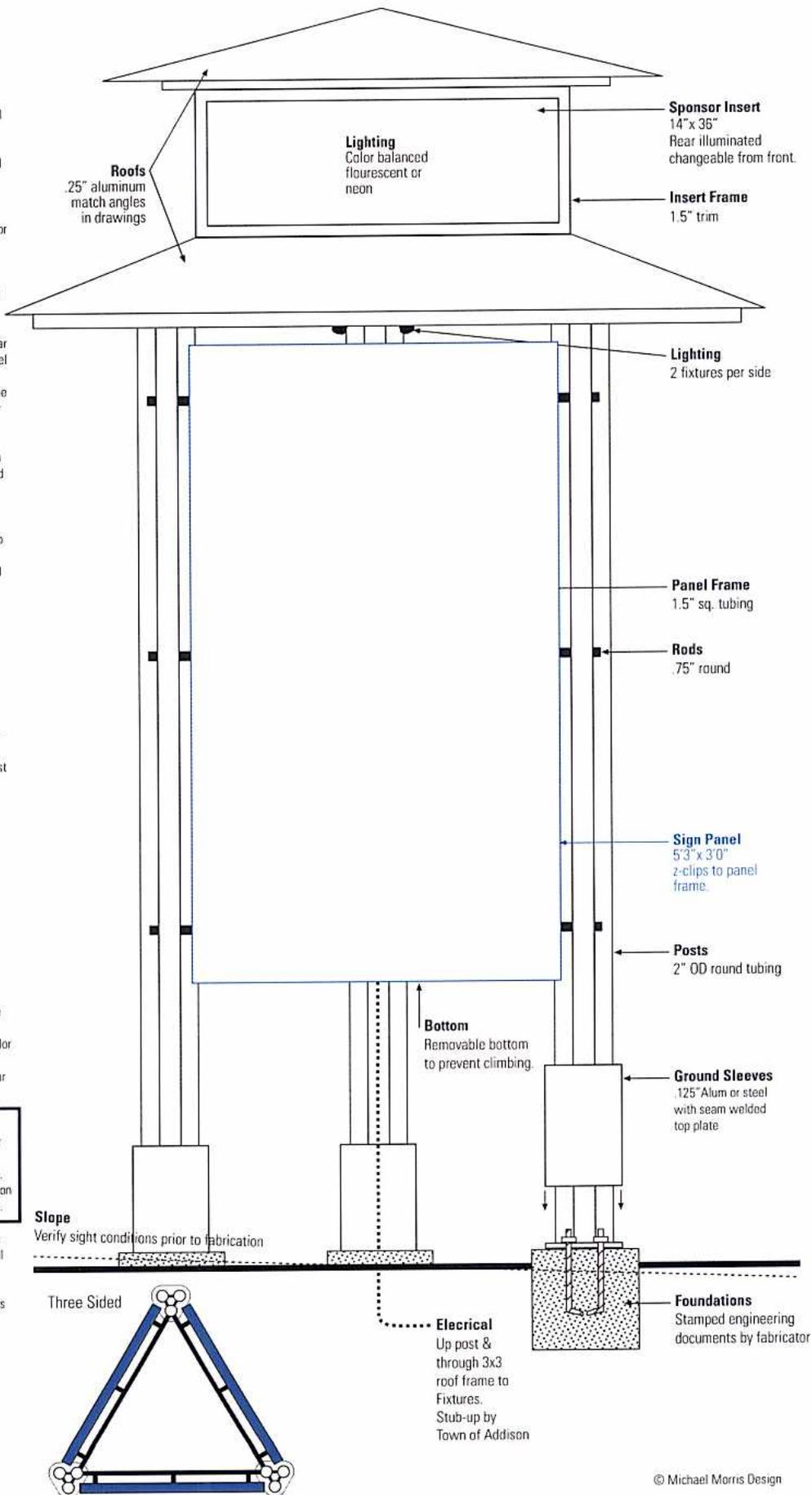
Panel/2 fixtures per side match existing kiosks.
Inserts/back light with color balanced fluorescents or neon. Lights are on a solar power switch.

Installation

Fabricator responsible for engineering base and installation of foundation. Kiosk secures to foundation with mechanical fasteners.

Inserts/ Side in from side
Panels/Z-clip to structural frame.

Field verify site conditions and slope prior to fabrication.



Addison Circle Park

Sponsor/Event Kiosk - Construction

Scale
1"=1'0"

Size

Panel/36" x 5'3" x 1.5" return and 1" secondary return
Post/2" OD round
Rods/.75" bar stock
Frame/1.5" sq architectural tubing (sq. corners)
Roof/.25" thick aluminum
Sponsor Inserts/See detail
Ground Sleeve/12" height

Quantity

2 with and add alternate for 1 additional kiosk

Material

Panel/Porcelain Enameled Steel
Post/Alum or steel
Rods/.75" alum or steel bar
Frame/1.5" sq Alum or steel
Roof/.25" Aluminum with 3" x 3" structural tube frame
Sponsor Inserts/.25" clear Lexan with face applied vinyl logotype
Ground Sleeve/.125" Alum or steel with seam welded top plate

Paint

All painted surfaces are to be painted with Tnemec Flouonar Series 1072 and primed with appropriate Tnemec primer.

Color

Panel/Match existing
Post/Match existing
Rods/Match post
Frame/Match post
Roof/Black
Sponsor Inserts/Varies by sponsor
Ground Sleeve/Match post

Finish

Panel/Porcelain
Post/Satin
Rods/Satin
Frame/Satin
Sponsor Inserts/Matte
Ground Sleeve/Satin

Logotypes

Provide to fabricator by client.

Lighting

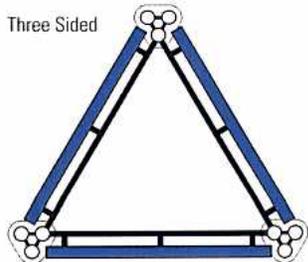
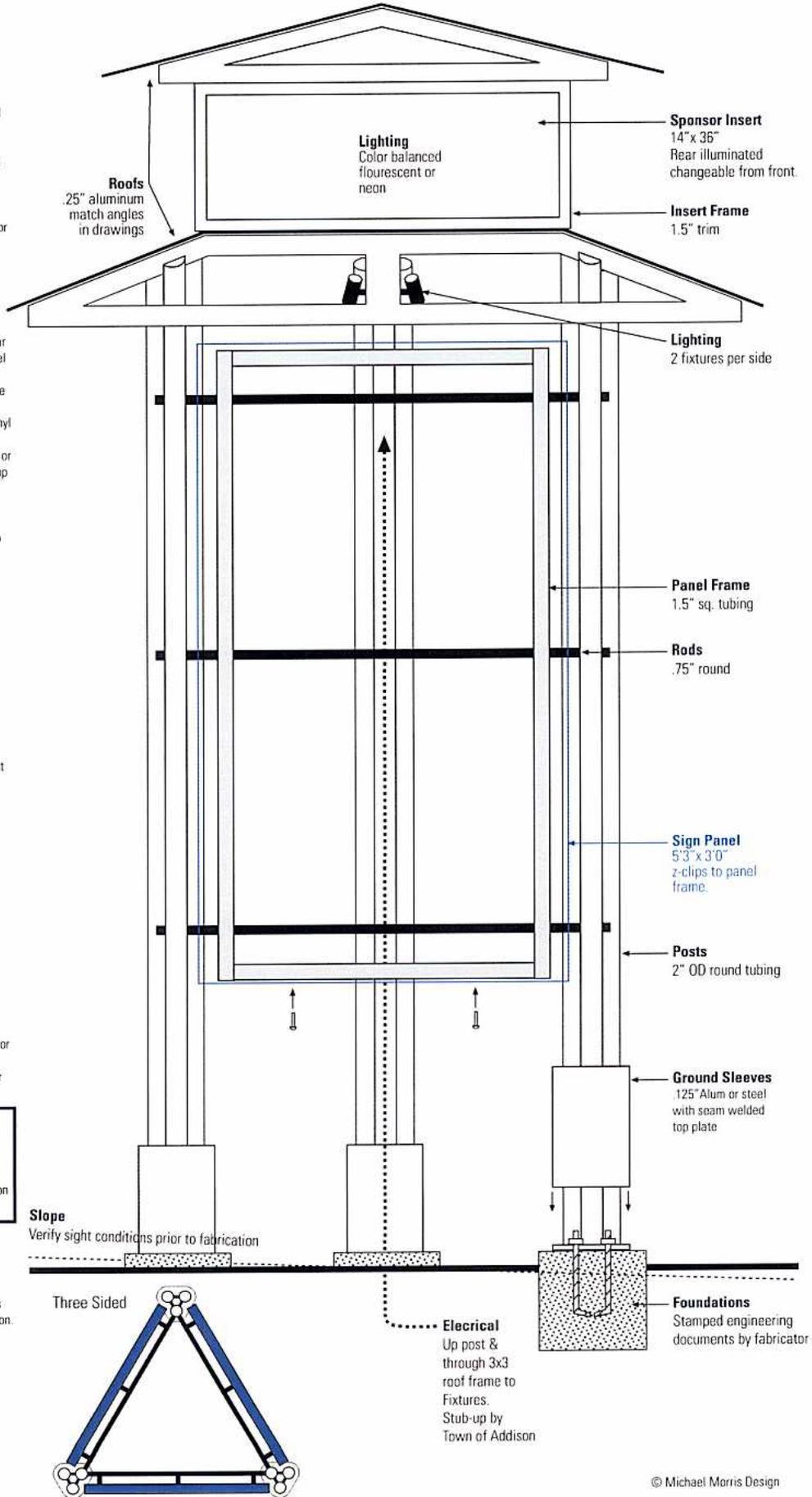
Panels/2 fixtures per side match existing kiosks.
Inserts/back light with color balanced flourescents or neon. Lights are on a solar power switch.

Installation

Fabricator responsible for engineering base and installation of foundation. Kiosk secures to foundation with mechanical fasteners.

Inserts/ Side in from side
Panels/Z-clip to structural frame.

Field verify site conditions and slope prior to fabrication.



Addison Circle Park

Sponsor/Event Kiosk - Roof Details

Scale
1"=1'0"

Size
Panel/36"x5'3"x1.5" return and 1" secondary return
Post/2" OD round
Rods/.75" bar stock
Frame/1.5" sq architectural tubing (sq. corners)
Roof/.25" thick aluminum
Sponsor Inserts/See detail
Ground Sleeve/12" height

Quantity
2 with and add alternate for 1 additional kiosk

Material
Panel/Porcelain Enameled Steel
Post/Alum or steel
Rods/.75" alum or steel bar
Frame/1.5" sq Alum or steel
Roof/.25" Aluminum with 3"x3" structural tube frame
Sponsor Inserts/.25" clear Lexan with face applied vinyl logotype
Ground Sleeve/.125" Alum or steel with seam welded top plate

Paint
All painted surfaces are to be painted with Tnemec Fluoronor Series 1072 and primed with appropriate Tnemec primer.

Color
Panel/Match existing
Post/Match existing
Rods/Match post
Frame/Match post
Roof/Black
Sponsor Inserts/Varies by sponsor
Ground Sleeve/Match post

Finish
Panel/Porcelain
Post/Satin
Rods/Satin
Frame/Satin
Sponsor Inserts/Matte
Ground Sleeve/Satin

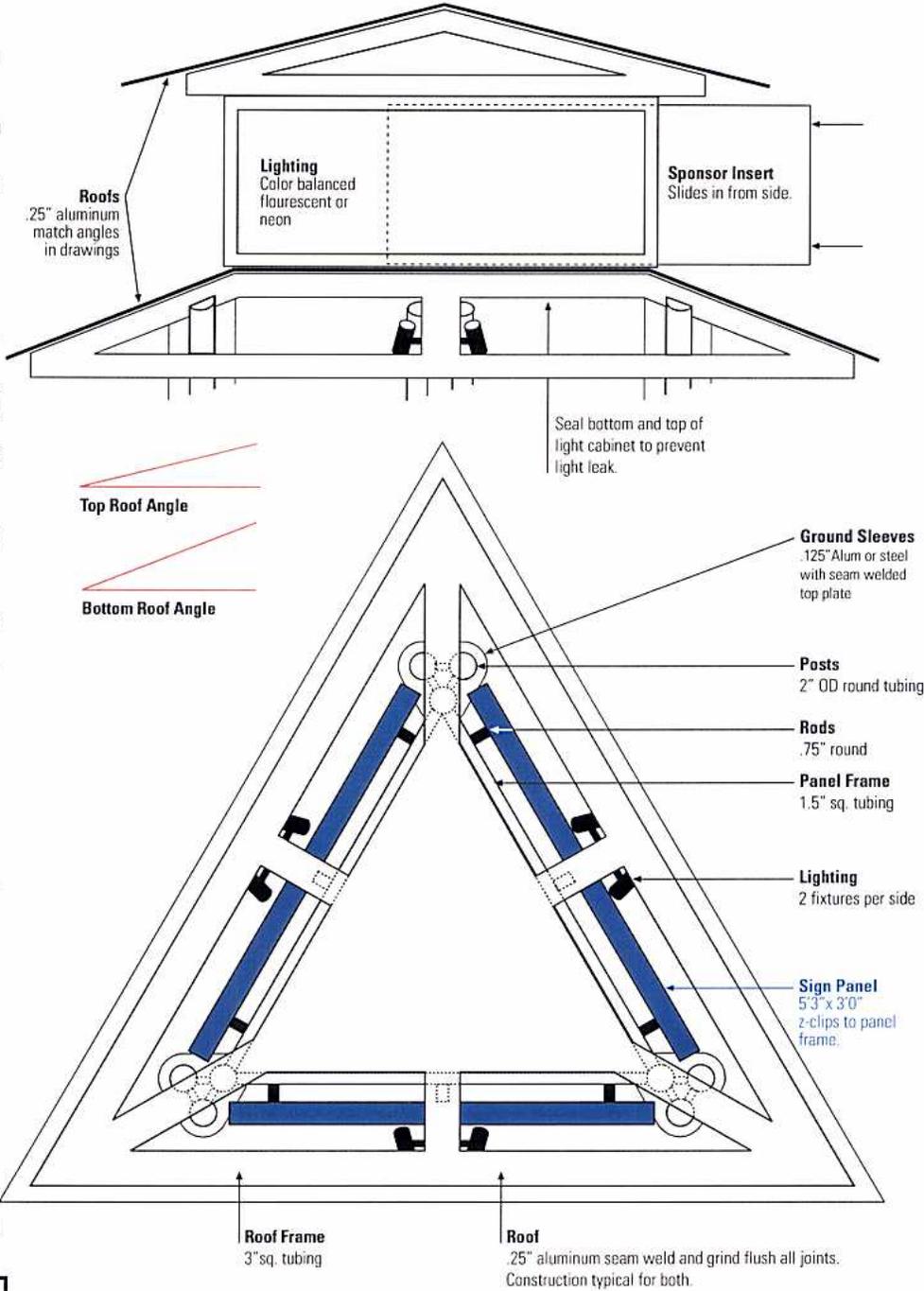
Logotypes
Provide to fabricator by client.

Lighting
Panels/2 fixtures per side match existing kiosks.
Inserts/back light with color balanced fluorescents or neon. Lights are on a solar power switch.

Installation
Fabricator responsible for engineering base and installation of foundation. Kiosk secures to foundation with mechanical fasteners.

Inserts/ Side in from side
Panels/Z-clip to structural frame.

Field verify site conditions and slope prior to fabrication.



Addison Circle Park

Sponsor/Event Kiosk - Sponsor Inserts

Scale

1"=10"

Size

Panel/36"x5'3"x1.5" return and 1" secondary return
Post/2" OD round
Rods/.75" bar stock
Frame/1.5" sq architectural tubing (sq. corners)
Roof/.25" thick aluminum
Sponsor Inserts/See detail
Ground Sleeve/12' height

Quantity

2 with and add alternate for 1 additional kiosk

Material

Panel/Porcelain Enameled Steel
Post/Alum or steel
Rods/.75" alum or steel bar
Frame/1.5" sq Alum or steel
Roof/.25" Aluminum with 3"x3" structural tube frame
Sponsor Inserts/.25" clear Lexan with face applied vinyl logotype
Ground Sleeve/.125" Alum or steel with seam welded top plate

Paint

All painted surfaces are to be painted with Tnemec Flouronar Series 1072 and primed with appropriate Tnemec primer.

Color

Panel/Match existing
Post/Match existing
Rods/Match post
Frame/Match post
Roof/Black
Sponsor Inserts/Varies by sponsor
Ground Sleeve/Match post

Finish

Panel/Porcelain
Post/Satin
Rods/Satin
Frame/Satin
Sponsor Inserts/Matte
Ground Sleeve/Satin

Logotypes

Provide to fabricator by client.

Lighting

Panels/2 fixtures per side match existing kiosks.
Inserts/back light with color balanced fluorescents or neon. Lights are on a solar power switch.

Installation

Fabricator responsible for engineering base and installation of foundation. Kiosk secures to foundation with mechanical fasteners.

Inserts/ Side in from side
Panels/Z-clip to structural frame.

Field verify site conditions and slope prior to fabrication.



COMMUNITY
CREDIT UNION®

Sponsor Insert

3 sponsor inserts per kiosk



P R E S E N T S

Sponsor Insert

3 sponsor inserts per kiosk



1:4" TO 1" = 30' SCALE



KIOSK LOCATION

KIOSK LOCATION

DEVELOPER: [Illegible]
DATE: [Illegible]

Council Agenda Item: _____

SUMMARY:

Staff requests Council authorize the City Manager to enter into an agreement with Huitt-Zollars, Inc. in the amount of \$38,500 for professional design services for Quorum Drive Parking and Streetscape Improvements, located on the west side of Quorum Drive from Goodman Avenue to the north district boundary of Addison Circle.

FINANCIAL IMPACT:

Budgeted Amount: Item was not budgeted, but can be supported from unallocated balances in various capital project funds. These balances are a result from interest earnings from invested bond proceeds.

Approximate construction cost for project:	\$386,810.00
Huitt-Zollars design fee:	<u>\$ 38,500.00</u>
Total cost of project:	\$425,310.00

The cost is approximate, based on an engineer's estimate by Huitt-Zollars.

BACKGROUND:

On December 16, 2003, the Town entered into the Third Amendment to the Master Facilities Agreement for the construction of infrastructure in Addison Circle. CityHomes initiated the amendment in an effort to fund different improvements than had originally been anticipated. A memo, which was written in 2003 to explain the terms of the Amendment, is attached. Under Section 10, subsection (2) of the Third Amendment, the Town agreed to design and construct the improvements on the west side of Quorum Drive. As part of the agreement, the property owner would contribute \$184,247.00 toward the cost of the project, but the Town would design, construct, and manage the project. Since there are sufficient bond funds to construct the Quorum Drive project, the Town might choose to allocate the developer's \$184,247 contribution toward construction of the 1.57-acre park, which will also serve the Fairfield development.

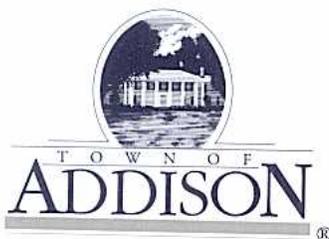
On January 11th of this year, Fairfield Residential received the Council's approval for a preliminary development plan for a 7-story, 140-unit residential building on the west side of Quorum Drive. Fairfield is working on construction documents for the project, and is also working on engineering drawings to build the final two streets in the district. It is time for the Town to begin design on this last street project in Addison Circle. Huitt-Zollars, Inc. has designed most of the infrastructure in Addison Circle and is designing the remaining street for Fairfield Residential. Staff believes Huitt-Zollars has a familiarity with Addison Circle and of the Fairfield project that makes it the best-qualified firm for this project. Staff also believes the fee to be in line with the 10% fee that the Town typically pays for design work of this type.

Agenda Date: April 12, 2005

The Town also has one final obligation to supporting development in the Addison Circle Urban District. The Town is committed to pay \$700,000 for the development of a park adjacent to the Fairfield development. Because the Town has more street funds than park funds available for the development, staff will be working with the developer to amend the agreement to allow for the Town's participation in street improvements in lieu of constructing the park.

RECOMMENDATION:

Staff recommends the City Council authorize the City Manager to enter into an agreement with Huitt-Zollars, Inc. in the amount of \$38,500 for professional design services for Quorum Drive Parking and Streetscape Improvements.



50 YEARS OF FUN!

Post Office Box 9010

Addison, Texas 75001-9010

5300 Belt Line Road

(972) 450-7000

FAX (972) 450-7043

MEMORANDUM

November 18, 2003

TO: Ron Whitehead, City Manager
 FROM: Carmen Moran, Director of Development Services
 SUBJECT: Amendment to master Facilities Agreement for
 Funding of public infrastructure in Addison Circle

BACKGROUND:

In 1995 the Town entered into an agreement a Master Facilities Agreement to facilitate the construction of public infrastructure improvements within the Addison Circle District. There were three parties to the agreement: the Town, Columbus Realty Trust, and Gaylord Properties. The agreement spelled out the terms through which the Town would spend \$9 million to build public improvements in the district. In return, the other parties would dedicate the land for the improvements, participate in the costs, and build residential and commercial developments in Addison Circle. To date, three phases have been built in Addison Circle. The Town has spent \$6,860,055 and Phases 1, 2a, and 2b total almost 1,300 residential units.

The Master Facilities Agreement has been amended two previous times to provide for changes in the way funds were allocated. Columbus Realty Trust (which became Post Properties) and Gaylord Properties have both sold their interests in Addison Circle to TexOK Properties. However, the terms of the agreement were transferable to the new owner and the agreement is still in place.

At this point, Tex OK Properties is selling the remaining land in Addison Circle, to NewSource Capital, L.P. NewSource Capital is planning to immediately sell two tracts to separate owners. CityHomes is planning to build a townhome development on the east side of Quorum Drive, and Fairfield Residential is looking to build a multi-family development on the west side of Quorum Drive. NewSource Capital, CityHomes, and Fairfield Residential are now looking to the Town to spend the \$2,139,945 that remains to be spent in the district on public infrastructure.

CONSTRUCTION PHASING

The Master Facilities Agreement undertook the difficult job of anticipating construction costs for infrastructure that would be built in the future. The Town, Gaylord, and Columbus expected that Addison Circle would build out in phases

over 10 to 15 years, and the agreement attempted to schedule what improvements would be built in what sequence. The improvements that have been constructed under the Agreement are shown on the attached map.

PARK FUNDING

The Urban Center ordinance lays out very specific standards for the sidewalks, lighting, and landscaping for the streets. Therefore, the Town and developers can both be assured that the future streets, regardless of how they are funded, will be developed to the same standard as the existing streets. However, the parks have not yet been designed. Gaylord and Columbus wanted to be sure that they would be of the same quality of Bosque Park and Esplanade Park. Therefore, the budgets for the two remaining parks were set with ranges for a minimum and maximum to be spent. The range for Quorum North Park (.69 acres) was \$290,000 to \$300,000, and the range for Mews Park (1.43 acres) was \$650,000 to \$700,000. These amounts are specified in the agreement. However, the amounts for streets were only guidelines, and the funds could be moved around among the streets as long as \$9 million dollars total was spent in the district.

SPECTRUM DRIVE

In 1995, the three parties to the agreement anticipated that Columbus Realty (now Post Properties) and Gaylord Properties would construct the infrastructure improvements, with city funding, as projects came on line. However, after Phase IIb in 1999, Post and Gaylord decided to quit building apartments in Addison Circle because the Metroplex had hit an economic slump. The Town was sorry to see construction stop in Addison Circle; however, the Town typically takes advantage of slower times in the economy to get infrastructure built because it can get better construction bids. The record-low interest rates for bonds made the idea of building even more appealing. The Town decided to sell bonds to build street improvements, and Spectrum Drive was one of the proposed bond projects.

The Town had three reasons for wanting to push up the schedule for Spectrum. First it felt that if it could get Spectrum built, it would encourage developers to begin building in Addison Circle again. Second, Spectrum will ultimately connect south to Arapaho Road and north to Airport Parkway. The Town would like to get Spectrum built so that it can provide an alternative way in and out of the neighborhood for residents, thus allowing Quorum Drive to be closed for Special events such as Oktoberfest and Kaboom Town. Third, the merchants around Esplanade Park were complaining to the staff because they felt there were not enough on-street parking spaces in Addison Circle. The Town redesigned Spectrum to provide for head-in parking up both sides of the street, and it wanted to get the additional parking spaces in place to help the merchants.

However, the Agreement listed \$364,000 to be spent on Spectrum Drive, of which approximately \$150,000 remained. The other two parties to the

agreement were to pay the remainder, and in order to get the street built, the Town needed them to contribute. The Town began conversations last year with Tex OK Properties as to how the road would be funded. TexOK dedicated all the right-of-way needed for the portion of Spectrum that is within the Addison Circle District, but stated that NewSource Capital would pay for Spectrum.

The Town then began conversations with NewSource Capital, which indicated it was planning to defer the funding obligations to the end users, CityHomes and Fairfield Residential. The Town then began conversations with those groups, and both stated that they would like for the Town to "front the money" for Spectrum and they would pay the funds back over time, possibly through a pro-rata assessment with funds due at the issuance of building permits. This plan would mean that the Town might not get paid back for Spectrum for many years, and keeping up with the assessments would be time consuming for both the Building Inspection and Accounting staffs. However the Town still felt that the timing was still right to build Spectrum, and it began the design and engineer the street. The street has now been designed, and the estimated cost for the portion of Spectrum Drive that is within the Addison Circle district, and thus to be partially funded by developers is \$1,157,000. The Town has approximately \$150,000 left to spend on Spectrum, which means that the other parties to the agreement need to pay the Town \$1 million.

CITYHOMES PLAN

While the Town was having conversations with NewSource Capital about Spectrum, it was also talking about the streets that would be built within the CityHomes and Fairfield developments. Under the Agreement, NewSource Capital (ultimately CityHomes and Fairfield), is entitled to approximately \$1,000,000 in city funding toward the construction of its streets. In a typical development scenario, each developer would build the streets, using contractors it selects, and then dedicate them to the Town once they are finished. However, since the Town would be spending public funds on these streets, it would have to go through the public bidding process. The Town could then assign the contract to the developer to manage. All the streets that are currently in Addison Circle were built through this process.

While CityHomes welcomes the Town's funds, it would prefer to not have to bid the streets because CityHomes (a subsidiary of Centex) is a nationwide company, and it has relationships with contractors that give it volume discounts on construction. CityHomes feels it can build the streets cheaper (though still to the Addison Circle standards) if it uses its own contractors. CityHomes asked the Town if the funds it was going to spend on the interior streets could be all allocated to one street. If so, then CityHomes would build the other streets and they would not have to bid.

THE SIMPLE PLAN

At this point, the staff hit on what is being calling "The Simple Plan." The staff spent several days figuring out how much money it wanted to get from the developers to fund Spectrum, and how much it was going to give to developers for streets and parks. When CityHomes asked if all the money could be spent on one street, the staff realized that the Town was going to be handing the developers about the same amount of money that it hoped to get paid back. The staff realized that if we all just kept our own money, the Town could build Spectrum, CityHomes and Fairfield could build all the internal streets, using their own contractors, and we would end up in the same place.

Under the Simple Plan, the Town builds all of Spectrum Drive, the Mews Park in the amount of \$290,000, and the Quorum North Park in the amount of \$650,000. The developers, at their own cost, must build the remaining streets in the district. Once Spectrum and the parks are constructed, the Town will have spent \$9,000,000 in the district and fulfilled all its obligations under the Master Facilities Agreement.

The Simple Plan benefits the Town because it no longer has to "front the money" for Spectrum. Although the Town might get CityHomes' money for Spectrum within the next couple of years, it could wait many more years for the remaining \$500,000. In addition, it would take new legal agreements (which cost money to prepare) to set up the pro rata schemes, and it would be cumbersome to keep up with the accounting of bits of money paid back over several years.

The Simple Plan benefits the developers because it helps get Spectrum built now as opposed to later. It also keeps the remaining land in Addison Circle from being encumbered with a debt that future developers would have to pay. It also keeps the developers from having to bid the street construction as a public project, which makes building the streets easier, faster, and cheaper.

FAIRFIELD RESIDENTIAL

The Town discussed the Simple Plan with NewSource Capital, and it was on board with the plan, except that under the Simple Plan, all of the Town's remaining street funds will be spent on Spectrum Drive. Under the more complicated scheme, CityHomes would get the great majority of the funds because it abutted Spectrum Drive, but the Town was planning to allocate some money toward the improvement of the west side of Quorum Drive. NewSource believes the allocation of some money for Quorum is essential in making the deal on the west side of Quorum Drive work, and thus allowing Fairfield Residential to develop that tract within the next year. It is estimated to cost \$404,847 to provide paving, streetscape, drainage, wastewater, water, and electrical improvements for the west side of Quorum Drive, and Fairfield Residential is willing to contribute \$184,447 toward the project. The Town would pay the remaining \$220,400 and would manage the project. The project will not be started until Fairfield pays its share.

As noted above, the Town changed the design for Spectrum Drive to add head-in parking. The additional paving and streetscape have made the street more expensive. If the Town had not changed the design, and thus made the street more expensive, there would be some money left in the \$9 million to be spent on Quorum Drive. Although the additional \$220,400 would take funding in Addison Circle beyond the \$9 million anticipated by the original Master Facilities Agreement, the staff believes the additional funds are a good investment in the Addison Circle infrastructure for a couple of reasons.

First, this additional investment would allow the remaining nine acres in the district to be developed, and would finish out the original Addison Circle district. Addison Circle is a great place, but it needs more people living there to become a real, vibrant community. These additional people make the merchants more successful and keep the unique, pedestrian-oriented atmosphere of Addison Circle working. Fairfield Residential is proposing to build a high-density multi-family product, similar to the existing Post Properties product in Addison Circle, and the staff believes that is a good product for the remaining tract.

Second, while the staff is excited to have the owner-occupied town homes that CityHomes is planning to build, it realizes that as homeowners move into Addison Circle, developing the community will get more difficult. It was already more difficult for CityHomes because it had to build across from six homeowners. If the Fairfield deal goes away and the 183 proposed town homes get built, it may be very difficult to get multi-family deal done across the street at a later date. Homeowners always seem to want to live next to the same sort of home they live in, and although the Town has always envisioned Addison Circle as a high-density, mixed-density development, that vision could be changed in the future by homeowners living in the neighborhood. The staff has recently seen homeowner opposition change plans for both to the Village on the Parkway redevelopment and the Master Plan amendment for Greenhill School. The Fairfield development is consistent with the Town's vision for the western tract, and it would be nice to get the piece developed before the vision gets changed.

SUMMARY

The staff is very excited to have developers wanting to build in Addison Circle again. Staff believes that with the Simple Plan that has been outlined above, the original Addison Circle improvement district could be built out within the next couple of years. The Simple Plan also allows the Town to build Spectrum Drive now without having to wait for property-owner participation. It also allows the developers to build their internal streets faster and more efficiently. The CityHomes and Fairfield developments will bring an estimated \$60 million in ad valorem taxable value to Addison. In addition, they will bring residents, and their sales tax dollars, to Addison Circle and the rest of the Town. For the many reasons listed throughout this memo, the staff recommends the Council approve the Simple Plan, which is described in the Third Amendment to the Master Facilities Agreement.

February 15, 2005

Ms. Carmen Moran
Town of Addison
5350 Belt Line Road
Addison, TX 75001

**RE: Proposal for Professional Services
Quorum Drive Parking & Streetscape Improvements
West side of Quorum from Goodman Ave. to North District Boundary of Addison Circle
Approximately 480 LF
Addison, Texas**

Dear Ms. Moran:

Huitt-Zollars is pleased to submit this proposal for civil engineering and landscape services in conjunction with the above referenced project. It is our understanding that this work will be coordinated with Phase 1 of the Fairfield Residential development located at the northwest corner of Quorum Drive and Goodman Avenue.

The following scope of services is for the design and plan production for the street, drainage, utility, streetscape, landscape and irrigation improvements within the public right-of-way. The scope limit for these improvements is the public right-of-way. The streetscape design, including detailed grading, paving, landscape and irrigation design, between the right-of-way line and the building face are not included in this scope of services. It is our assumption that these improvements will be designed as a part of the aforementioned Fairfield development.

A. Civil Construction Documents

1. Construction documents will be prepared to the standards of the City of Addison and the design guidelines established for the Urban Center Zoning District. The plans will include the following elements, grouped as necessary for the various submittal and review processes:
 - Cover Sheet and General Notes
 - Horizontal Control/R.O.W. Map
 - Paving Plans and Profiles
 - Paving Details
 - Drainage Area Map
 - Storm Sewer Plans and Profiles
 - Storm Sewer Details
 - Streetscape Plans Showing Tree Locations, Light Locations, Sub-Drain System, Sidewalk Patterns, Crosswalk Details, Paver/Concrete Details etc.
 - Electrical Design for Pedestrian Lighting
 - Streetscape Details
 - Erosion Control Plan (SWPPP) and Details
2. Basic services for preparation and processing of plans also includes the following tasks:
 - Prepare specifications to supplement Addison standard specifications and construction details where applicable.

- Prepare quantity take-offs and opinions of probable construction cost at the time plans are submitted for review.
- Necessary coordination with the City and franchised utilities is included in the above-listed services; however, no designs or plans for construction of franchised utilities are included. Huitt-Zollars will submit paving and city utility design plans to each franchise utility company with a request for a design from each company representing their existing facilities, plans for relocating facilities in conflict and plans for new facilities. Huitt-Zollars will maintain contact with the franchise companies throughout the design process and obtain a relocation plan for each company or at a minimum a letter stating that the company has no new facilities to install or any plans to relocate or upgrade existing facilities.

B. Landscape Construction Documents

1. Construction documents will be prepared to the standards of the City of Addison and the design guidelines established for the Urban Center Zoning District. It is assumed that the streetscape scheme already established in the Urban Center district will be implemented for this project. The Civil services scope, described above, includes the layout of the hardscape and hardscape details within the public right-of-way. The Landscape services scope is limited to planting and irrigation plans and associated specifications. The plans will include the following elements, grouped as necessary for the various submittal and review processes:

- Landscape Plans Showing Tree Species, Planting and Turf areas, Details and Specifications for Planting in the Public right-of-way
- Irrigation Plans and Details

C. Construction Support

Huitt-Zollars will provide construction support services as distinguished from an on-site representative provided by the City of Addison. The combined tasks for all personnel will be as follows:

1. Make periodic visits to the site (as distinguished from the continuous service of a resident Project representative) to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services Huitt-Zollars will endeavor to protect the City against defects and deficiencies in the work of the contractor, but engineer cannot guarantee the performance of the contractor, nor be responsible for the actual supervision of construction operations or for the safety measures that the contractor takes or should take.
2. Huitt-Zollars will review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the contractor submits. This review is for the benefit of the City and covers only general conformance with the information given by the Contract Documents. The contractor is to review and stamp his approval on submittals prior to submitting to Huitt-Zollars, and review by Huitt-Zollars does not relieve the contractor of any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity to construct a complete and workable facility in accordance with the Contract Documents.
3. Schedule and conduct, in conjunction with City and Contractor, required final inspection walk-through and follow up on contractor's punch list items.
4. Compile and submit documentation for final acceptance of public facilities, including mylar record drawings and electronic files.
5. Assist City and Contractor in locating and tagging street trees. This is limited to a maximum of 2 trips.

All work is assumed to supplement the primary inspection activities of the City of Addison and the franchised utility companies.

D. Record Drawings

Huitt-Zollars will compile and submit documentation for final acceptance including mylar record drawings based upon notes and measurements provided by the Client’s Contractor and site visits. Contractor to provide Engineer with a clearly legible red-lined set of construction plans showing the changes made during construction. In the absence of red-line construction sets, Huitt-Zollars will require a letter from the contractor outlining all revision. If the improvements were constructed “per plan” then we will require a letter from the contractor stating that all improvements were constructed per the plans and specifications.

E. Reimbursable Expenses

Expenses accrued through printing (beyond that required for intraoffice coordination), deliveries, travel, long distance phone calls or other out-of-pocket expenses, shall be reimbursed at cost plus ten percent (10%).

Proposal Assumptions

We have made several assumptions in the preparation of the proposal in order to define a specific scope of work and the associated fees. These assumptions are as follows:

1. This Proposal is limited to the scope defined above. The landscape and hardscape design on the zone between the public right-of-way and the building face is not included in this scope of services.
2. Geo-tech report, including joint/paving design recommendations is to be prepared and provided to Huitt-Zollars by others.
3. Title commitments will be provided to Huitt-Zollars by the appropriate representative title companies.
4. Traffic control and detour plans will be provided by the contractor prior to construction activities. These plans are not included in the design fee.
5. Franchise utility design will be provided by others.
6. The specifications and details necessary to construct the civil elements will be provided by note or drawing on the construction documents. Primarily the civil elements will be constructed per the North Central Texas Council of Governments (NCTCOG) specifications and details and this will be noted on the construction documents.
7. It is assumed that necessary ROW dedication for the improvements will be dedicated with the Fairfield Residential Phase 1 plat. If separate instrument documents are required then additional fee will be necessary.

Summary of Services and Compensation:

<u>Description</u>	<u>Fee Basis</u>	<u>Amount</u>
A. Civil Construction Documents	Lump Sum	\$28,500
B. Landscape Construction Documents	Lump Sum	\$6,000
C. Construction Support	Hourly Not-to-Exceed	\$1,500
D. Record Drawings	Lump Sum	\$1,000
E. Reimbursable Expenses	Estimate	<u>\$1,500</u>
TOTAL		\$38,500

TERMS & CONDITIONS

Following are the Terms and Conditions that will apply to this proposal.

1. AUTHORIZATION FOR WORK TO PROCEED

Signing of this AGREEMENT for services shall be authorization by the CLIENT for Huitt-Zollars, Inc. (HZI) to proceed with the work, unless stated otherwise in the AGREEMENT.

2. COST ESTIMATES FOR PROPOSED CONSTRUCTION

Construction cost estimates provided by HZI are prepared from experience and judgement. HZI has no control over market conditions or construction procedures and does not warrant that proposals, bids, or actual construction costs will not vary from HZI estimates.

3. STANDARD OF PRACTICE

Services performed by HZI under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

4. SALES TAXES

All sales taxes required to be paid by HZI will be billed to the client in addition to fees.

5. BILLING AND PAYMENT (See Billing Schedule, Exhibit "A")

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay HZI for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by HZI on a monthly basis and shall be due and payable within thirty (30) calendar days of invoice date. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall so notify HZI in writing within ten (10) calendar days of receipt of the bill in question, and pay when due that portion of the invoice, not in dispute.

The CLIENT shall pay an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by HZI more than thirty (30) calendar days from receipt of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount.

If CLIENT for any reason fails to pay the undisputed portion of Huitt-Zollars, Inc. (HZI) invoices within 30 days of presentation, HZI shall cease work on the project and CLIENT shall waive any claim against HZI, and shall defend and indemnify HZI from and against any claims for injury or loss stemming from HZI's cessation of service. CLIENT shall also pay HZI the cost associated with premature project demobilization. In the event the project is remobilized, CLIENT shall also pay the cost of remobilization, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule or scope of service.

In the event any bill or portion thereof is disputed by CLIENT, CLIENT shall notify HZI within ten days of receipt of the bill in question, and CLIENT and HZI shall work together to resolve the matter within 60 days of its being called to HZI's attention. If resolution of the matter is not attained within 60 days, either party may terminate this AGREEMENT.

6. LIMITATION OF LIABILITY

In order for the CLIENT to obtain the benefits of a fee which includes a lesser allowance for risk funding, the CLIENT agrees to limit HZI's liability arising from HZI's professional acts, errors or omissions, such that the total aggregate liability of HZI shall not exceed HZI's total fee for the services rendered on this project.

7. CONSEQUENTIAL DAMAGES

The CLIENT shall not be liable to HZI and HZI shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or HZI, their employees, agents or subcontractors. Consequential damages include, but are not limited to loss of use and loss of profit.

8. TERMINATION

In the event termination becomes necessary, the party (CLIENT or HZI) effecting termination shall so notify the other party. and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause of termination, the CLIENT shall within thirty (30) calendar days of termination remunerate HZI for services rendered and costs incurred up to the effective time of termination, in accordance with HZI's prevailing fee schedule and expense reimbursement policy.

9. ADDITIONAL SERVICES

Any services beyond those specified will be provided for separately under an additional Work Authorization or amended Work Authorization.

IF ANY ONE OR MORE OF THE PROVISIONS CONTAINED IN THIS AGREEMENT SHALL BE HELD UNENFORCEABLE, THE ENFORCEABILITY OF THE REMAINING PROVISIONS SHALL NOT BE IMPAIRED.

AUTHORIZATION

If this proposal is acceptable, please sign below and return one original to us as our notice to proceed. Attached you will find our current "Hourly Rate Schedule" which is made a part of this proposal and will apply for work performed on a time and materials basis; please initial to indicate your acceptance. New rates may be posted each January.

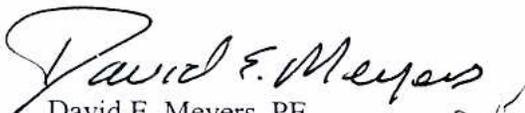
Thank you for the opportunity to provide this proposal for your project and we appreciate your interest in our firm.

Sincerely,

Accepted for:

HUITT-ZOLLARS, INC.

Town of Addison


David E. Meyers, PE
Associate

Signature

Printed name and title

Date


Robert L. Phillips
Senior Vice President

**DALLAS
 2003
 HOURLY RATE SCHEDULE**

Engineering/Architecture

Principal-In-Charge	\$ 170.00
Sr. Project Manager	\$ 140.00
Project Manager	\$ 125.00
Sr. Civil Engineer	\$ 120.00
Sr. Structural Engineer	\$ 120.00
Sr. Mechanical Engineer	\$ 140.00
Sr. Electrical Engineer	\$ 140.00
Civil Engineer	\$ 100.00
Structural Engineer	\$ 100.00
Mechanical Engineer	\$ 110.00
Electrical Engineer	\$ 110.00
Plumbing Engineer	\$ 125.00
Engineer Intern	\$ 80.00
Sr. Landscape Architect	\$ 110.00
Landscape Architect	\$ 80.00
Landscape Architect Intern	\$ 70.00
Sr. Planner	\$ 110.00
Planner	\$ 80.00
Planner Intern	\$ 70.00
Sr. Environmental Scientist	\$ 110.00
Environmental Scientist	\$ 80.00
Sr. Designer	\$ 90.00
Designer	\$ 85.00
Sr. CADD Technician	\$ 85.00
CADD Technician	\$ 70.00

Administrative

Sr. Project Support	\$ 55.00
Project Support	\$ 45.00

Survey

Survey Manager	\$ 135.00
Sr. Project	\$ 95.00
Project Surveyor	\$ 85.00
Surveyor Intern	\$ 75.00
Survey Technician	\$ 70.00

Survey Crews

1-Person Survey Crew	\$ 75.00
2-Person Survey Crew	\$ 105.00
3-Person Survey Crew	\$ 125.00
1-Person Survey Crew-GPS	\$ 140.00
2-Person Survey Crew-GPS	\$ 160.00
3-Person Survey Crew-GPS	\$ 185.00

Construction

Construction Manager	\$ 135.00
Resident Engineer	\$ 120.00
Resident Project Representative	\$ 85.00

Reimbursable Expenses

Consultants	Cost + 10%
Other Direct Costs	Cost + 10%
Mileage	\$0.405/mile

Client Initial _____

Council Agenda Item: #ES1

There are no attachments for this item.