



## AGENDA

### REGULAR MEETING OF THE CITY COUNCIL

January 9, 2007

7:30 P.M.

TOWN HALL

5300 BELT LINE ROAD

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### REGULAR SESSION

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Item #R1 - Consideration of Old Business.

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Item #R2 - Consent Agenda.

#2a - Approval of the Minutes for the December 12, 2006, Council Meeting.

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#2b - Consideration and approval of an agreement authorizing the City Manager to enter into a 9-1-1 billing agreement with Pac-West Telecomm, Inc.

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#2c - Consideration and approval of an agreement authorizing the City Manager to enter into a 9-1-1 billing agreement with IBFA Acquisition Co., LLC.

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#2d - Consideration and approval of a contract with Allied Builders, Inc., totaling \$64,000 for painting of the Blueprints sculpture art panels.

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#2e - Consideration and approval to authorize the City Manager to execute a Discretionary Service Agreement with TXU Electric Delivery Co. for placing the existing overhead electric service lines crossing Addison Road within the project limits of Phase I of the Addison Road Paving and Drainage Improvements project underground.

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#2f - Consideration and approval to authorize the City Manager to execute a Master Services Agreement with Kleinfelder for Construction Materials Engineering and Testing.

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#2g- Consideration and approval to authorize the City Manager to execute a Construction Materials Testing contract with Kleinfelder for the Addison Road Paving and Drainage Improvements project - Phase I pursuant to the Master Services Agreement for Construction Materials Engineering and Testing.

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#2h- Consideration and approval to authorize the City Manager to execute a supplemental agreement to the Engineering Services Agreement with Birkhoff, Hendricks and Conway, Inc. in the amount not to exceed \$22,000, for engineering and construction design services on Addison Road.

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Item #R3- Presentation of the Planning and Zoning Commission Annual Report.

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Item #R4- **PUBLIC HEARING**, regarding, and consideration of approval of, an amendment to a Special Use Permit for a restaurant and an amendment to a Special Use Permit for the sale of alcoholic beverages for on-premises consumption, for 29° Tavern, located at 5260 Belt Line Road (currently Bennigan's Tavern), on application from Metro Media Restaurant Group, represented by Mr. Rick Civitarese of IDGroup.

Attachments:

1. Docket Map
2. Staff Report
3. Plans

The Planning and Zoning Commission Findings:

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on December 21, 2006 voted to recommend approval of the request on application from 29° Tavern, subject to the following conditions:

The applicant shall submit a new up-dated landscape plan with calculations of the new and existing landscape area prior to the issuance of a building permit. The up-dated landscape plan shall include an up-grading of the existing landscaping on the site.

All mechanical equipment on the new building shall be completely screened from view. The screening material shall be architecturally compatible to the building, and the Building Official shall make the determination of “architecturally compatible.”

Voting Aye: Bernstein, Chafin, Gaines, Jandura, Meier, Wood

Voting Nay: None

Absent: Daseke

Administrative Recommendation:

Administration recommends approval.

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Item #R5-

**PUBLIC HEARING**, regarding, and consideration of approval of, a Special Use Permit for a restaurant (yogurt shop), Berry Berry Yogurt, located at 4135 Belt Line Road, on application from VBY, Inc., represented by Charlie Kim.

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 December 21, 2006, voted to recommend approval of the request on application from Berry Berry Yogurt, 4135 Belt Line Road, subject to the following conditions:

The floor plan shall be revised to include a separate accessible restroom for males and females.

Voting Aye: Bernstein, Chafin, Gaines, Jandura, Meier, Wood

Voting Nay: None

Absent: Daseke

Administrative Recommendation:

Administration recommends approval.

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Item #R6-

Consideration and approval of a resolution to authorize the City Manager to execute a Construction contract, in the amount of \$2,076,920.33, with JRJ Paving, L.P., for the Addison Road Paving and Drainage improvements project – Phase I.

Attachments:

1. Staff Report
2. Bid Tabulation

Administrative Recommendation:

Administration recommends approval.

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Item #R7-

Consideration and approval of an ordinance granting meritorious exception to Sec. 62-185, Specifications of Signs, for Charter Furniture, located at 15101 Midway Road.

Attachments:

1. Staff Report
2. Application
3. Plans

Administrative Recommendation:

Administration recommends denial.

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Item #R8- Consideration and approval of an ordinance granting meritorious exception to Sec. 62-185, Specifications of Signs, for Enterprise Rent a Car, located at 15500 Midway Road.

Attachments:

1. Staff Report
2. Application
3. Plans

Administrative Recommendation:

Administration recommends denial.

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Item #R9- Consideration and approval of an ordinance granting meritorious exception to Sec. 62-163, Area of Signs, for Enterprise Rent a Car, located at 15500 Midway Road.

Attachments:

1. Staff Report
2. Application
3. Plans

Administrative Recommendation:

Administration recommends denial.

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Item #R10- Consideration and approval of an ordinance granting meritorious exception to Sec. 62-163, Area of Signs, for Sprint, located at 3719 Belt Line Road.

Attachments:

1. Staff Report
2. Application
3. Plans

Administrative Recommendation:

Administration recommends denial of the sign as requested. However since the sign will be located approximately 112' from Belt Line Road,

Staff will recommend a maximum letter height of 24" and a maximum logo height of 30".

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## EXECUTIVE SESSION

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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(s) to seek the advice of its attorney(s) about pending litigation, to wit: *Town of Addison v. Bullough/Lykos Office Building No. 1, L.P., et al.*, Cause No. 02-14363-B, County Court at Law No. 2, Dallas County, Texas.

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Item #R11- Consideration of any action regarding pending litigation, to wit: *Town of Addison v. Bullough/Lykos Office Building No. 1, L.P., et al.*, Cause No. 02-14363-B, County Court at Law No. 2, Dallas County, Texas.

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Adjourn Meeting

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Posted at 5:00 p.m. on January 5, 2006  
Mario Canizares, 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**

December 12, 2006 – Special Meeting  
6:45 p.m. – Town Hall  
5300 Belt Line Road

Present: Mayor Chow, Councilmembers Braun, Hirsch, Kraft, Mallory, Mellow,  
and Niemann

Absent: None

Item #1 – Recognition of the graduates of the 2006 Citizen Academy Program.

No action taken.

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

\_\_\_\_\_  
Mayor

Attest:

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

## OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

December 12, 2006  
7:30 p.m. – Town Hall  
5300 Belt Line Road

Present: Mayor Chow, Councilmembers Braun, Hirsch, Kraft, Mallory, Mellow, and Niemann

Absent: None

### Item #R1 - Consideration of Old Business.

The following employees were introduced to the Council: Diane Gonzalez with the Police Department, Randy King with the Information Technology Department, and Darryl Johnson with the Fire Department.

Fire Chief Noel Padden was presented the Community Builder Award from the White Rock Lodge No. 234.

### Item #R2 - Consent Agenda.

Item #2a was considered separately.

#2b- Consideration of a resolution approving an Interlocal Agreement with Tarrant County for the purpose of cooperative purchasing.

Councilmember Niemann duly moved to approve Resolution No. R06-094 approving an Interlocal Agreement with Tarrant County for the purpose of cooperative purchasing.

Councilmember Braun seconded. Motion carried

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow, Niemann

Voting Nay: None

Absent: None

### #2a - Approval of the Minutes for the November 28, 2006, Council Meeting.

Councilmember Kraft moved to duly approve the Minutes for the November 28, 2006 Council Meeting subject to the corrections to items #R15, #R16, #R17, and #R18.

Councilmember Niemann seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow, Niemann

Voting Nay: None

Absent: None



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Item #R3 - Consideration of an ordinance appointing Larry Dwight as Municipal Court judge to Addison Municipal Court of Record No. 1 and authorizing the city manager to enter into a compensation agreement with Larry Dwight for services rendered as municipal court judge.

Councilmember Niemann moved to duly approve Ordinance No. 006-055 for the appointment of Larry Dwight as Municipal Court judge to Addison Municipal Court of Record No. 1 and authorizing the city manager to enter into a compensation agreement with Larry Dwight for services rendered as municipal court judge.

Councilmember Braun seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow, Niemann

Voting Nay: None

Absent: None

Item #R4 - Consideration of an ordinance appointing U.H. Specht as an alternate city judge to Addison Municipal Court of Record No. 1 and authorizing the city manager to enter into a compensation agreement with U.H. Specht for services rendered as a municipal court judge.

Councilmember Mallory moved to duly approve Ordinance No. 006-056 for the appointment of U.H. Specht as an alternate city judge to Addison Municipal Court of Record No. 1 and authorizing the city manager to enter into a compensation agreement with U.H. Specht for services rendered as municipal court judge.

Councilmember Niemann seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow, Niemann

Voting Nay: None

Absent: None

Item #R5 - Consideration of an ordinance appointing Albert Fenton as an alternate city judge to Addison Municipal Court of Record No. 1 and authorizing the city manager to enter into a compensation agreement with Albert Fenton for services rendered as a municipal court judge.

Councilmember Braun moved to duly approve Ordinance No. 006-057 for the appointment of Albert Fenton as an alternate city judge to Addison Municipal Court of Record No. 1 and authorizing the city manager to enter into a compensation agreement with Albert Fenton for services rendered as municipal court judge.

Councilmember Niemann seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow, Niemann

Voting Nay: None  
Absent: None

Item #R6 – Consider the presentation and acceptance of the Airport Operating Contract Audit performed by Weaver & Tidwell, LLP.

Councilmember Mallory duly moved to approve the presentation and acceptance of the Airport Operating Contract Audit performed by Weaver & Tidwell, LLP.

Councilmember Kraft seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow, Niemann  
Voting Nay: None  
Absent: None

Item #R7 - Consideration of approval for additional expenses in an amount not to exceed \$8,625 for the completion of the airport contract audit performed by Weaver and Tidwell, LLP.

Councilmember Niemann duly moved to approve the additional expenses in an amount not to exceed \$8,625 for the completion of the airport contract audit performed by Weaver and Tidwell, LLP.

Councilmember Mallory seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow, Niemann  
Voting Nay: None  
Absent: None

Item #R8 – Consideration of a resolution authorizing the City Manager to enter into an agreement with Weaver and Tidwell L.L.P. for an amount not to exceed \$30,000, to perform Phase I of a two Phase evaluation and audit of the Police Department's property room.

Councilmember Kraft duly moved to approve Resolution No. R06-095 authorizing the City Manager to enter into an agreement with Weaver and Tidwell L.L.P. for an amount not to exceed \$30,000, to perform Phase I of a two Phase evaluation and audit of the Police Department's property room.

Councilmember Mellow seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow, Niemann  
Voting Nay: None  
Absent: None

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Item #R9 – Consideration to allow for the creation of a temporary position in the Police Department, for a period not to exceed the end of Fiscal Year 06-07, to assist with the rewriting of the written directives system.

Councilmember Kraft duly moved to approve the creation of a temporary position in the Police Department, for a period not to exceed the end of Fiscal Year 06-07, to assist with the rewriting of the written directives system.

Councilmember Mellow seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow, Niemann  
Voting Nay: None  
Absent: None

Item #R10 - Consideration of a resolution that supports increased funding for the Texas Recreation and Parks Account and the State Park System.

Councilmember Kraft duly moved to approve Resolution No. R06-096 that supports the increased funding for the Texas Recreation and Parks Account and the State Park System.

Councilmember Braun seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow, Niemann  
Voting Nay: None  
Absent: None

Item #R11 - Consideration of a resolution authorizing the City Manager to amend the agreement with Hand & Associates Marketing Communications to advertise in the March 2007 and August 2007 editions of the Addison/North Dallas Corridor Guide publication.

Councilmember Mallory duly moved to approve Resolution No. R06-097 to authorize the City Manager to amend the agreement with Hand & Associates Marketing Communications to advertise in the March 2007 and August 2007 editions of the Addison/North Dallas Corridor Guide publication.

Councilmember Niemann seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow, Niemann  
Voting Nay: None  
Absent: None

Item #R12 – Discussion of a contract with Robert and Company to provide additional engineering consultation regarding airport fuel farm.

No Action Taken.

Item #R13 - Consideration and approval of the Dallas County Capital Improvement Program Project Supplemental Agreement to the Master Agreement governing major capital transportation improvement projects for the Addison Road Paving and Drainage Improvements project - Phase I.

Councilmember Niemann duly moved to approve the Dallas County Capital Improvement Program Project Supplemental Agreement to the Master Agreement governing major capital transportation improvement projects for the Addison Road Paving and Drainage Improvements project - Phase I.

Councilmember Mallory seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow, Niemann  
Voting Nay: None  
Absent: None

Item #R14 - Consideration and approval of the City Manager's recommended incentive compensation to Washington Staubach Addison Airport Venture for 2006.

Councilmember Niemann duly moved to approve the City Manager's recommended incentive compensation to Washington Staubach Addison Airport Venture for 2006.

Councilmember Kraft seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow, Niemann  
Voting Nay: None  
Absent: None

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

\_\_\_\_\_  
Mayor

Attest:

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

**Council Agenda Item: #2b**

**SUMMARY:**

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

Pac-West Telecomm, Inc.

**FINANCIAL IMPACT:**

No financial impact to the Town will be realized, as this carrier is currently submitting access fees to the Town. 9-1-1 fees are generating approximately \$474,000 each year. The revenue is collected by the telephone companies from their customers. The fee of the base rate approximates 62 cents on a monthly single-family residential bill. Theoretically, any revenue generated from this billing agreement will simply replace the fees the Town would have received from SBC.

**BACKGROUND:**

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

**RECOMMENDATION:**

It is recommended council authorize the city manager to enter into a 9-1-1 agreement with the provider listed above.

RCM:rm

Attachment

**Council Agenda Item: #2c**

**SUMMARY:**

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

IBFA Acquisition Co., LLC

**FINANCIAL IMPACT:**

No financial impact to the Town will be realized, as this carrier is currently submitting access fees to the Town. 9-1-1 fees are generating approximately \$474,000 each year. The revenue is collected by the telephone companies from their customers. The fee of the base rate approximates 62 cents on a monthly single-family residential bill. Theoretically, any revenue generated from this billing agreement will simply replace the fees the Town would have received from SBC.

**BACKGROUND:**

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

**RECOMMENDATION:**

It is recommended council authorize the city manager to enter into a 9-1-1 agreement with the provider listed above.

RCM:rm

Attachment

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

Staff recommends that the Council award a bid totaling \$64,000 to Allied Builders Inc. for painting of the Blueprints art panels. The total bid includes a base of \$50,000 for the application of colored paint coatings, plus an additive alternate of \$14,000 for an application of clear sealant. The bid tabulation form is attached.

**FINANCIAL IMPACT:**

Project Budget: **\$90,000.00**

Cost: **\$64,000.00**

This is a budgeted item in the FY 2006-2007 parks operations budget.

**BACKGROUND:**

This project involves painting and sealing the art panels on the Blueprints sculpture. The 25 poles that the art panels are attached to were painted in July 2006 for \$54,300. The same painting and sealing process used on the poles will also be used on the art panels. This consists of applying Sherwin Williams industrial and marine acrylic polyurethane colored paint coatings, followed by application of a UV resistant, acrylic clear coat to provide color and gloss protection to prolong the new paint finish. The work on the art panels will be more labor intensive due to the intricate metal patterns; however, the work should only take approximately 50 calendar days, with an estimated completion date sometime near the end of March 2007.

The traffic control plan will be the same as the plan used for the pole painting project, which ran smoothly. It will involve temporary lane closure of the inside lane next to the roundabout from 9 a.m. to 4 p.m. each day, except on weekends. The outside lane will remain open at all times. Businesses on Addison Circle Drive and Quorum Drive will be notified two weeks prior to the start of work. Staff was not aware of any disruptions to the businesses on the previous job.

**RECOMMENDATION:**

Staff made every effort to generate interest among bidders for this project. The four contractors who submitted bids for the pole painting project were contacted by phone and were mailed specifications. Out of the 17 plan holders, 14 were directly mailed the bid documents and 3 vendors downloaded the bid documents from Demandstar.

Although there was only one bid, staff is comfortable recommending Allied for the work, since their bid was the lowest bid out of four bids for the pole painting project in July. With this in mind, there is no reason for staff to believe that this bid is not in a competitive price range based on experience from the past project. Allied satisfactorily completed the pole painting project in a timely manner; therefore, staff recommends approval.

Attachment: Bid Tabulation Form

**Painting of Blueprints Sculpture Panels  
Bid No. 07-04**

**DUE: December 19, 2006**

**2:00 PM**

<b>BIDDER</b>	<b>Bid Bond</b>	<b>Signed</b>	<b>Total Bid</b>	<b>Alternate #1</b>	<b>Calendar Days</b>
Allied Builders Inc.	y	y	\$ 50,000.00	\$ 14,000.00	50

*Shanna N. Sims*

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Shanna N. Sims, Strategic Services Manager

*Katie H. Roller*

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Witness



**Council Agenda Item #2e**

**SUMMARY:**

This item is to authorize the City Manager to execute a Discretionary Service Agreement with TXU Electric Delivery Co. for placing the existing overhead electric service lines crossing Addison Road within the project limits of Phase I of the Addison Road Paving and Drainage Improvements project underground.

**FINANCIAL IMPACT:**

Electric Line Relocation Budget Amount: \$140,000

Electric Line Relocation Cost Amount: \$92,565

Source of Funds: \$2,500,000 was funded for Addison Road improvements from General Obligation Bonds. From this amount, \$140,000 was established for relocation of overhead electricity lines.

**BACKGROUND:**

The Town received bids for the proposed widening of Addison Road, from Belt Line Road to Arapaho Road, on May 31, 2005. The lowest responsive bid received was \$2,076,106.00, an amount that was significantly over the Engineer's estimate which was the basis for the construction budget for this project. As a result, all bids were rejected at the June 14, 2005 Council meeting to allow for potential change in the scope of work for construction of the Addison Road, Phase I improvements.

Following evaluation of FAA regulations for obstructions, staff found that if the existing power poles were replaced with new poles, their height would have to be reduced significantly. This reduction in height would negatively impact existing trees as the sag of the wires would require their removal. Staff then elected to pursue relocating only the electric lines crossing Addison Road. With execution of this agreement, the Town of Addison agrees to compensate TXU Electric Delivery Co. to relocate the lines crossing Addison Road underground.

**RECOMMENDATION:**

It is recommended that the Council authorize the City Manager to execute a Discretionary Service Agreement with TXU Electric Delivery Co. for placing the existing overhead electric service lines crossing Addison Road within the project limits of Phase I of the Addison Road Paving and Drainage Improvements project underground.

# Tariff for Retail Delivery Service TXU Electric Delivery Company

## 6.3 Agreements and Forms

Applicable: Entire Certified Service Area

Effective Date: January 1, 2002

Page 10 of 23

Revision: Original

### 6.3.4 Discretionary Service Agreement

This Discretionary Service Agreement ("Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by TXU Electric Delivery ("TXU Electric Delivery Company" or "Company"), a Texas corporation and distribution utility, and the Town of Addison ("Customer"), a Texas City government,[a municipal corporation, each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **Discretionary Services to be Provided** -- Company agrees to provide, and Customer agrees to pay for, the following discretionary services in accordance with this Agreement. [Specify below or in an attached exhibit the discretionary service(s) to be provided, the applicable rate schedule(s), the location at which discretionary service(s) will be provided, and any supplemental terms and conditions applicable to such service(s).] The Town of Addison is widening Addison Road from Belt Line Road to Arapaho Road, and have requested that the existing overhead electric lines crossing the street at four locations be placed underground. The overhead crossings will be placed underground by installing primary risers on the overhead line on the east side of Addison Road, and boring under Addison Road and then reconnecting to the facilities on the west side of Addison Road. The four crossings are located at approximately station numbers 3+65, 5+15, 8+45, and 12+75 as shown on the Addison Rd plans. The cost of this work is estimated to be \$107,420 less \$14,675 for a total of \$92,565.

2. **Nature of Service and Company's Retail Delivery Service Tariff** -- Any discretionary services covered by this Agreement will be provided by Company, and accepted by Customer, in accordance with applicable Public Utility Commission of Texas ("PUCT") Substantive Rules and Company's Tariff for Retail Delivery Service (including the Service Regulations contained therein), as it may from time to time be fixed and approved by the PUCT ("Company's Retail Delivery Tariff"). During the term of this Agreement, Company is entitled to discontinue service, interrupt service, or refuse service initiation requests under this Agreement in accordance with applicable PUCT Substantive Rules and Company's Retail Delivery Tariff. Company's Retail Delivery Tariff is part of this Agreement to the same extent as if fully set out herein. Unless otherwise expressly stated in this Agreement, the terms used herein have the meanings ascribed thereto in Company's Retail Delivery Tariff.

3. **Discretionary Service Charges** -- Charges for any discretionary services covered by this Agreement are determined in accordance with Company's Retail Delivery Tariff. Company and Customer agree to comply with PUCT or court orders concerning discretionary service charges.

4. **Term and Termination** -- This Agreement becomes effective with the execution of this document and continues in effect until final payment is received from the City of DeSoto. Termination of this Agreement does not relieve Company or Customer of any obligation accrued or accruing prior to termination.

5. **No Other Obligations** -- This Agreement does not obligate Company to provide, or entitle Customer to receive any service not expressly provided for herein. Customer is responsible for making the arrangements necessary for it to receive any further services that it may desire from Company or any third party.

6. **Governing Law and Regulatory Authority** -- This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to all valid, applicable federal, state, and local laws, ordinances, and rules and regulations of duly constituted regulatory authorities having jurisdiction.

7. **Amendment** -- This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties. But changes to applicable PUCT Substantive Rules and Company's Retail Delivery Tariff are applicable to this Agreement upon their effective date and do not require an amendment of this Agreement.

8. **Entirety of Agreement and Prior Agreements Superseded** -- This Agreement, including all attached Exhibits, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the service(s) expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, including without limitation (NOT APPLICABLE) [specify any prior agreements being superseded], and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

9. **Notices** -- Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

- (a) If to Company:  
TXU Electric Delivery Company  
Attn: Larry Trojan  
Lincoln Plaza 14-146  
500 N Akard Street  
Dallas, Texas 75201

**Tariff for Retail Delivery Service  
TXU Electric Delivery Company**

**6.3 Agreements and Forms**

Applicable: Entire Certified Service Area  
Effective Date: January 1, 2002

Page 11 of 23  
Revision: Original

(b) If to Customer:  
Mr. Aaron Russell, P.E. Asst. Director of Public Works  
Town of Addison  
16801 Westgrove Dr.  
P.O. Box 9010  
Addison, TX 75011

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other.

10. **Invoicing and Payment** – Invoices for any discretionary services covered by this Agreement will be mailed by Company to the following address (or such other address directed in writing by Customer), unless Customer is capable of receiving electronic invoicing from Company, in which case Company is entitled to transmit electronic invoices to Customer.

Town of Addison  
16801 Westgrove Dr.  
P.O. Box 9010  
Addison, TX 75011

Attention: Mr. Aaron Russell

If Company transmits electronic invoices to Customer, Customer must make payment to Company by electronic funds transfer. Electronic invoicing and payment by electronic funds transfer will be conducted in accordance with Company's standard procedures. Company must receive payment by the due date specified on the invoice. If payment is not received by the Company by the due date shown on the invoice, a late fee will be calculated and added to the unpaid balance until the entire invoice is paid. The late fee will be 5% of the unpaid balance per invoice period.

11. **No Waiver** -- The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

12. **Taxes** -- All present or future federal, state, municipal, or other lawful taxes (other than federal income taxes) applicable by reason of any service performed by Company, or any compensation paid to Company, hereunder must be paid by Customer.

13. **Headings** -- The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

14. **Multiple Counterparts** -- This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

15. **Other Terms and Conditions** – The Customer will be invoiced for the actual charges of the Discretionary Services less \$14,675 for the estimated cost for relocating overhead facilities which are in conflict with the paving plans upon completion of the project. The Customer agrees that payment shall be made within 30 days of the date the invoice for these services is received.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be sign by their respective duly authorized representatives.

TXU Electric Delivery Company

Town of Addison

BY: James C. Chase

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

TITLE: Manager, Major Construction Engineering

TITLE: \_\_\_\_\_

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

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

**Council Agenda Item #2f**

**SUMMARY:**

This item is to authorize the City Manager to execute a Master Services Agreement with Kleinfelder for Construction Materials Engineering and Testing.

**FINANCIAL IMPACT:**

None

**BACKGROUND:**

Recognizing a reoccurring need for construction materials testing and/or construction observation services, staff solicited a proposal from Kleinfelder for a Master Services Agreement to perform such duties. This agreement sets forth terms and conditions for subsequent written Work Orders for materials testing performed by Kleinfelder. Each Work Order will define the scope of services to be performed, the location of the project, the time period for performance, the agreed upon fees.

This agreement will remain valid for a period of two years or until terminated by either party. Either party may terminate this agreement or any Work Order governed by it at any time, with or without cause, by providing not less than ten days advance written notice to the other party.

**RECOMMENDATION:**

It is recommended that the Council authorize the City Manager to execute a Master Services Agreement with Kleinfelder for Construction Materials Engineering and Testing subject to legal review.



KLEINFELDER

An employee owned company

November 9, 2006  
KA Proposal No. MCK6P255

Mr. Aaron Russell, P.E.  
Assistant Director of Public Works  
Town of Addison  
Service Center  
16801 Westgrove Drive  
Addison, TX 75001-5190

**Subject: Annual Construction Materials Engineering and Testing Contract  
Town of Addison**

Dear Mr. Russell:

Kleinfelder is pleased to submit the unit fee schedule for construction materials testing and/or observation services for an annual contract with the Town of Addison. The Town and Kleinfelder will issue work orders with a scope of services and budget estimates on a project-by-project basis.

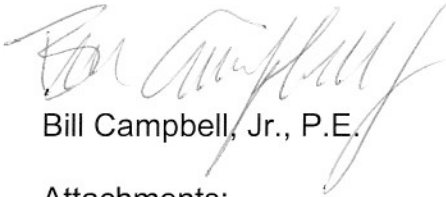
The invoicing for these projects will use the attached Fee Schedule **and the actual quantity of work performed**. Services provided by Kleinfelder will be consistent with the engineering standards prevailing at the time and in the area that the work is performed; no other warranty, expressed or implied, is intended. **We do request that your construction representative provide us with a 24-hour notice for scheduling purposes.**

Please indicate your approval of the unit fees by signing the attached Kleinfelder General Conditions. After you have signed one original, please return the entire document and retain the other original for your records. Both parties must accept modifications of the attached language.

We appreciate the opportunity to provide you with our fee schedule. If you have any questions or wish to discuss any aspect of the project, please call us. Following your authorization, we are ready to begin work and look forward to providing you with our services.

Sincerely,

**KLEINFELDER**



Bill Campbell, Jr., P.E.



Lewis Reagan, P.E.

Attachments:

Master Services Agreement  
Fee Schedule

## MASTER SERVICES AGREEMENT

This Master Services Agreement (Agreement) is made by and between Kleinfelder (KLEINFELDER) with an address at 2035 Central Circle #110, McKinney, Texas 75069-8254 and the Town of Addison, Texas with an address at 16801 Westgrove Drive, Addison, TX 75001-5190 (hereinafter referred to as CLIENT). This Agreement consists of the following documents, which are incorporated herein by reference:

- KLEINFELDER's Proposal to CLIENT dated November 9, 2006
- Any and all subsequent Work Orders (Exhibit 1)

NOW, THEREFORE, in consideration of the mutual undertakings set forth below, the Parties agree as follows:

**1. WORK ORDERS AND SCOPE OF SERVICES:** This Agreement anticipates the execution of various written Work Orders (see Exhibit 1, Sample Work Order) and sets forth the terms and conditions pursuant to which KLEINFELDER will provide CLIENT the services (Services) specified in KLEINFELDER's Proposal and in each Work Order. Each Work Order shall define the scope of Services to be performed, the location of CLIENT's project for providing such Services, the time period for performance, the agreed-upon fees, and additional provisions, if any, applicable to such Services.

**2. STANDARD OF CARE:** KLEINFELDER will perform its Services in a manner consistent with that level of care and skill ordinarily exercised by other members of KLEINFELDER's profession practicing in the same locality, under similar conditions and at the date the services are provided. Due to limitations in current technology, no level of assessment can conclusively determine whether a property or its structures are completely free of geotechnical hazards or hazardous substances (including mold). CLIENT is advised to carefully review any other pertinent limitations described in the Proposal or in the scope of Services. If included in the Services, KLEINFELDER's Services during construction will be limited to observation and testing of construction operations. KLEINFELDER will not be responsible for constant or exhaustive inspection of the work, the means and methods of construction or the safety procedures employed by others. Performance of construction observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies, or omissions may occur. Parties agree that, before exercising any other remedy for any alleged breach by KLEINFELDER of the standard of care hereunder, CLIENT will direct KLEINFELDER in writing to re-perform any defective Services. KLEINFELDER will only sign certifications if approved by KLEINFELDER in writing prior to start of Services. CLIENT understands that any such certifications are statements of professional opinion only. KLEINFELDER makes no other representation, guarantee, or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided under this Agreement.

**3. KLEINFELDER'S RESPONSIBILITIES:** KLEINFELDER will perform the Services as an independent contractor and shall not act as an agent or employee of CLIENT. KLEINFELDER shall be solely responsible for the conduct of its own employees and for any of its employees' compensation, benefits, contributions, and payroll taxes. KLEINFELDER will, as directed by CLIENT or its agent (i) provide qualified staff to perform the Services specified in the Work Order; (ii) maintain records of Project site activities and costs for a period of three (3) years from completion of KLEINFELDER's services; (iii) work, to the extent reasonably possible, in coordination with CLIENT's employees, contractors, consultants and other site staff so as not to impede the progress of the Project; and (iv) require its personnel to maintain a safe, clean and orderly work environment.

**4. TERM AND TERMINATION:** The term of this Agreement shall commence on the date of execution of this Agreement, except as to Services authorized by CLIENT and performed by KLEINFELDER prior to execution of this Agreement, and shall continue in effect for a period of two years or until terminated by either party as provided herein. Either party may terminate this Agreement or any Work Order at any time, with or without cause, by providing not less than ten (10) days advance written notice to the other party. Notwithstanding the termination of this Agreement, this Agreement will survive as to any and all Work Orders signed by both Parties prior to the Agreement's effective termination date, and until all of the rights and obligations of both Parties hereunder have been fulfilled. CLIENT shall compensate KLEINFELDER for all Services performed hereunder through the date of any termination and for all reasonable costs and expenses incurred by KLEINFELDER in effecting the termination, including, without limitation, non-cancelable commitments, fixed cost components, and other demobilization costs.

**5. COMPENSATION:** KLEINFELDER may be compensated for its Services either on a time-and-materials or fixed-price basis or any other method as mutually agreed upon and as specified in each Work Order. CLIENT agrees to provide any invoice format and contents requirements to KLEINFELDER in advance of signing this Agreement. Additional charges may apply to any contracting or invoicing specifications outside of KLEINFELDER's standard procedures. CLIENT understands that time-and-materials pricing should be construed as an estimate only and that true costs may be higher or lower, depending on actual circumstances. If a Work Order is to be performed on a time-and-materials basis, KLEINFELDER shall be reimbursed for all hours worked and other costs incurred at the rates and terms set forth in its then current fee schedule. KLEINFELDER shall submit its invoices for Services rendered to CLIENT monthly. The terms of payment are net thirty (30) days from date of invoice, with a one and one-half percent (1.5%) per month service charge on balances past due. Interest on amounts that are past due shall be computed from the initial date of invoice. KLEINFELDER may suspend performance of Services under this Agreement until KLEINFELDER has been paid in full for all balances past due, including applicable service charges. KLEINFELDER shall be entitled to recover all its attorney's fees and costs resulting from its efforts to secure payment from Client.

**6. INSURANCE:** KLEINFELDER currently carries Worker's Compensation, Commercial General Liability, and Automobile Liability Insurance for bodily injury and property damage. In addition, KLEINFELDER carries Professional Liability and Pollution Prevention insurance coverage.

**7. CHANGES:** CLIENT or KLEINFELDER may request changes to the scope of Services by altering, adding to, or deleting from the Services to be performed by KLEINFELDER. Both Parties agree to negotiate in good faith to determine changes in scope, any needed equitable adjustment to the price and time for performance of the affected Work Order, and to execute an amended Work Order. Should the total cost of KLEINFELDER's performance under a Work Order be greater than the estimated amount, KLEINFELDER will notify CLIENT. Failure by both parties to renegotiate in good faith the terms and conditions of any Work Order may result in suspension of work without penalties, and termination of this Agreement by KLEINFELDER.

**8. FORCE MAJEURE:** If the performance of Services by KLEINFELDER is affected by causes beyond its reasonable control, Force Majeure shall result. Force Majeure includes acts of God; acts of a legislative, administrative, or judicial entity; acts of CLIENT's separate contractors and consultants; war; fires; floods; labor disturbances; and unusually severe or unanticipated weather.

**9. INSTRUMENTS OF SERVICE:** All reports, drawings, plans, or other documents (or copies) furnished to KLEINFELDER by the CLIENT, shall, at CLIENT's written request, be returned upon completion of the Services; provided, however, that KLEINFELDER may retain one (1) copy of all such documents for record keeping purposes. All reports, drawings, plans, documents, software, source code, object code, field notes and work product (or copies thereof) in any form prepared or furnished by KLEINFELDER pursuant to this Agreement are instruments of service. Exclusive ownership, copyright and title to all such instruments of service shall remain with KLEINFELDER. The opinions and other information prepared or furnished by KLEINFELDER under this Agreement, including, without limitation, its instruments of service, are not intended to inform, guide, or otherwise influence any entities or persons other than CLIENT with respect to any particular business transactions and should not be relied upon by any entities or persons other than CLIENT for any purpose. Any requests by third parties for reliance upon the Instruments of Service will be subject to advance approval at KLEINFELDER's sole discretion and subject to the terms of KLEINFELDER's then effective policy, which governs additional fees and limitations related thereto. KLEINFELDER will not be responsible for damages resulting from any unauthorized use by CLIENT or others of the instruments of service furnished by KLEINFELDER under this Agreement.

**10. CLIENT'S RESPONSIBILITIES:** CLIENT agrees to (i) convey and discuss with KLEINFELDER all available material, data, and information pertaining to the Services, including, without limitation, the composition, quantity, toxicity, or potentially hazardous properties of any material known or believed to be present at any site, any hazards that may be present, the nature and location of underground or otherwise not readily apparent utilities, summaries and assessments of the site's past and present compliance status, and the status of any filed or pending judicial or administrative action concerning the site or Project; (ii) ensure the cooperation of CLIENT's employees and separate contractors and consultants; and (iii) be solely responsible for determining whether the Project is subject to prevailing wage regulations and to notify Kleinfelder of such determination in advance of its proposal.



**11. ALLOCATION OF RISK.** Neither party shall be responsible to the other for any special, incidental, indirect, penal or consequential damages (including lost profits) incurred by either KLEINFELDER or CLIENT or for which either party may be liable to any third party. The indemnity obligations and the limitation of liability established below shall survive the expiration or termination of this Agreement.

- (a) **Indemnification of CLIENT.** Subject to the provisions and Limitation of Liability of this Agreement, KLEINFELDER agrees to indemnify and hold harmless CLIENT, its shareholders, officers directors, employees, and agents from and against any claims, suits, damages, expenses, including reasonable attorneys' fees, or other losses (collectively "Losses") to the extent caused by KLEINFELDER's negligent performance of Services under this Agreement.
- (b) **Indemnification of KLEINFELDER.** Client will indemnify and hold harmless KLEINFELDER, its shareholders, officers, directors, employees, and agents from and against Losses to the extent caused by the negligence of Client, its employees, agents, and contractors. CLIENT'S obligation to indemnify shall include any Losses, resulting from (1) a subsequent determination that the Project is subject to prevailing wage regulations, and (2) Losses arising from the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, the exposure of any person to, or any degradation of the environment due to Hazardous Materials.
- (c) **Limitation of Liability:** The total liability of KLEINFELDER arising out of or related to this Agreement, whether based in contract or tort, shall be limited to the greater of the compensation actually paid to KLEINFELDER for the Services under all Work Orders or \$50,000. This limitation of liability shall include any Losses payable to Client under 11(a), Indemnification of CLIENT. All claims by CLIENT against KLEINFELDER shall be deemed waived unless written notice of the claim has been provided to KLEINFELDER within one (1) year after substantial completion of the Services performed under a particular Work Order. CLIENT agrees that any claim or suit for damages made or filed against KLEINFELDER by CLIENT will be made or filed solely against KLEINFELDER or its successors or assigns and that no shareholder or employee of KLEINFELDER shall be personally liable to CLIENT for damages under any circumstances. This Limitation of Liability applies to any and all claims, no matter how pleaded, including claims for errors and omissions, breach of contract, negligence, or breach of fiduciary duty and applies to all phases of Services performed under this Agreement. KLEINFELDER's total liability to CLIENT and anyone claiming by, through, or under CLIENT for damages shall not exceed the percentage share that KLEINFELDER's negligence bears to the total negligence of all negligent entities and individuals

**12. NO CONTROL OF MEANS AND METHODS OF OTHERS:** KLEINFELDER will not have control over or charge of, nor be responsible for the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs of CLIENT's separate contractors and consultants in connection with the Project. KLEINFELDER's services do not include any job site safety obligations required by the project or any applicable code or regulation.

**13. SITE ACCESS:** CLIENT shall, as may be required by KLEINFELDER for the successful and timely completion of Services: (i) provide unimpeded and timely access to the site, including third party sites, if required; (ii) provide an adequate area for KLEINFELDER's site office facilities, equipment storage, and parking; (iii) furnish all construction utilities and utility releases necessary for the performance of the Services; and (iv) obtain Project-specific permits and licenses necessary for the performance of the Services.

**14. WARRANTY OF TITLE, WASTE OWNERSHIP:** KLEINFELDER does not take title to any hazardous materials found at the project site. Any risk of loss with respect to all materials shall remain with the project site owner, who shall be considered the generator of such materials, execute all manifests as the generator of such materials, and be liable for the arrangement, transportation, treatment, and/or disposal of all material. All samples shall remain the property of the CLIENT. CLIENT shall promptly, at its cost, remove and lawfully dispose of samples, cuttings, and hazardous materials.

**15. ASSIGNMENT AND SUBCONTRACTING:** This Agreement does not create any right or benefit to anyone other than CLIENT and KLEINFELDER and shall not be assigned by either party without the prior written approval of the other party. KLEINFELDER, however, may elect to subcontract portions of the Services to a qualified subcontractor.

**16. DISPUTE RESOLUTION:** If a claim or dispute arises out of or relates to the interpretation, application, enforcement, or performance of Services under this Agreement, both Parties agree to attempt to resolve the claim or dispute (1) at a meeting between the principals within fifteen (15) days of receipt by either party of a notice and description of the dispute, and failing resolution (2) mediation in accordance with the AAA Construction Industry Mediation Rules then in effect within forty-five (45) days from service of written notice. If the claim or dispute cannot be resolved through mediation and unless otherwise mutually agreed, either party may file suit in an appropriate court in the state of the KLEINFELDER office entering into this Agreement.

**17. WAIVER OF TERMS AND CONDITIONS:** The failure of either Party in any one or more instances to enforce one or more of the terms or conditions of this Agreement, or to exercise any right or privilege in this Agreement, or the waiver by KLEINFELDER or CLIENT of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such waiver had occurred.

**18. SEVERABILITY:** Every term or condition of this Agreement is severable from the others. Notwithstanding any possible future finding by a duly constituted authority that a particular term or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms, and provisions shall not be affected thereby.

**19. GOVERNING LAWS:** This Agreement shall be governed and construed in accordance with the laws of the State of the KLEINFELDER office entering into this Agreement.

**20. ENTIRE AGREEMENT:** The terms and conditions set forth herein, including any associated Work Orders, constitute the entire understanding and agreement of both Parties with respect to the Services. Any amendment or revision to this Agreement shall be in writing and signed by an authorized representative from each party. Any oral modification or revision of this Agreement or any Work Order shall not operate to modify this Agreement or any Work Order.

In witness whereof, CLIENT and KLEINFELDER have caused this Agreement to be executed by their respective duly-authorized representatives as of this 9<sup>th</sup> day of November, 2006.


**CLIENT**

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

Name: \_\_\_\_\_

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

**KLEINFELDER**

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

Name: Bill Campbell, Jr., P.E.

Date: November 9, 2006

**ATTACHMENT:** Exhibit 1, Work Order

**Council Agenda Item #2g**

**SUMMARY:**

This item is to authorize the City Manager to execute a Construction Materials Testing contract with Kleinfelder for the Addison Road Paving and Drainage Improvements project - Phase I pursuant to the Master Services Agreement for Construction Materials Engineering and Testing.

**FINANCIAL IMPACT:**

Material Testing Budget Amount: \$60,000

Material Testing Contract Amount: \$40,000

Source of Funds: \$2,500,000 was funded for Addison Road improvements from General Obligation Bonds. From this amount, \$60,000 was established for Materials Engineering and Testing.

**BACKGROUND:**

Bids for construction were opened on December 12, 2006. Staff did not include Geotechnical testing as part of the contractor's responsibilities. At the December 12, 2006 Council meeting, Council approved the Dallas County Capital Improvement Program Project Supplemental Agreement to the Master Agreement governing major capital transportation improvement projects for the Addison Road Paving and Drainage Improvements project - Phase I, providing the necessary funding to complete this project. The proposed contract amount is less than 2% of the construction cost.

**RECOMMENDATION:**

It is recommended that the Council authorize the City Manager to execute a Construction Materials Testing contract with Kleinfelder for the Addison Road Paving and Drainage Improvements project - Phase I pursuant to the Master Services Agreement for Construction Materials Engineering and Testing subject to legal review.



KLEINFELDER

*An employee owned company*

December 18, 2006  
KA Proposal No. MCK6P285

Mr. Aaron Russell, P.E.  
Assistant Director of Public Works  
Town of Addison  
Service Center  
16801 Westgrove Drive  
Addison, TX 75001-5190

**Subject: Construction Materials Testing Proposal  
Addison Road Paving and Drainage- Phase 1  
From Beltline Road to Arapaho Road  
Addison, Texas**

Dear Mr. Russell:

As you requested, Kleinfelder is pleased to submit this proposal for construction materials testing and/or observation services for the referenced project. This project will consist of the removal and replacement of Addison Road from Beltline Road approximately 1,500 feet north to Arapaho Road. The new concrete roadway will be 10 inches of continuously reinforced concrete pavement over a geotextile fabric over 8 inches of flexible base material. The center turn lane of the roadway is to be stained and patterned concrete. Some of the existing underground utilities are to be removed. Some of the associate manholes and inlets will require repair or replacement during construction. Sidewalks and retaining walls along Addison Road will also be removed and replaced.

## PROJECT INFORMATION

Based on our review of the project plans and specifications, we understand that the project will consist of the following:

- 1,500 feet of concrete paving with:
  - Scarified and recompactd subgrade

- 8-inch flexible base subgrade
- Associated Utilities with compacted backfill

## SCOPE OF SERVICES

The following scope of services is based, in part, on project plan and specification requirements and prior conversations with the Town of Addison, and is limited to providing testing and/or observations for the previously mentioned construction quantities. As such, we agree to provide a technician to provide the construction materials services as follows. *We do request that your construction representative provide us with a 24-hour notice for scheduling purposes.*

### Earthwork

- Obtain and perform laboratory moisture/density relations (ASTM D698) and soil classification tests (liquid limit, plastic limit and percent finer than no. 200 sieve analysis) for each soil type
- Perform in-place moisture/density tests at the rate of 1/2,500-square-feet for paving areas, and 1/300-linear-feet for utility backfill areas

### Reinforcing Steel

- Perform reinforcing steel observation which will include:
- Record number and size of bars
- Record clearance between bars and spacing
- Record securing, tying and chairing of bars

### Cast-In-Place Concrete

Perform testing during concrete placements, which will include:

- ambient and concrete temperature determinations
- entrained air content determination
- slump determination
- Cast concrete test cylinders at the rate of 4/100 cubic yards of concrete or fraction thereof placed per day
- Compressive strength determination of concrete test cylinders with one tested at 7 days and two tested at 28 days. The remaining cylinder will serve as a "hold"

specimen in the event that additional testing is required or if the 28-day design strength is not met.

## COMPENSATION

While testing is dependent on the construction sequence, weather conditions, and the actual testing performed, the Town has recommended a **budget of \$40,000**. The invoicing for this project will use the attached Fee Schedule and *the actual quantity of work performed*. This amount will not be exceeded without prior approval. The Town of Addison and Kleinfelder may subsequently agree in writing to provide for additional services to be rendered under this agreement for additional, negotiated compensation. Services provided by Kleinfelder will be consistent with the engineering standards prevailing at the time and in the area that the work is performed; no other warranty, express or implied, is intended.

## AUTHORIZATION

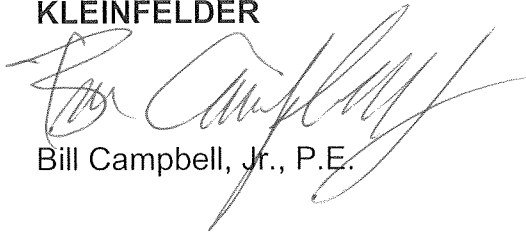
Please indicate your approval of the unit fees by signing the attached Kleinfelder General Conditions. After you have signed one original, please return the entire document and retain the other original for your records. Both parties must accept modifications of the attached language.

\* \* \*

We appreciate the continued opportunity to provide you with our services. If you have any questions or wish to discuss any aspect of our proposal, please call us. Following your authorization, we are ready to begin work and look forward to another successful project.

Sincerely,

**KLEINFELDER**



Bill Campbell, Jr., P.E.



Lewis Reagan, P.E.

Attachments:

Work Order No.  
Fee Schedule

**EXHIBIT 1  
WORK ORDER NO:**

Issued Pursuant to Master Services Agreement (Reference Number or Date of Execution )

**Effective Date:** by and between Kleinfelder (KLEINFELDER) and the **Town of Addison, Texas** (CLIENT).

**CLIENT Office:** (Location) Addison, TX

**KLEINFELDER Project No:**

**Work Order Type:**  Time and Material

Fixed Price

Other (describe):

**CLIENT Reference No:**

**KLEINFELDER Office:** McKinney, TX

**KLEINFELDER Contact:** Bill Campbell, Jr., P.E.

1. **SCOPE OF WORK:** as described in Kleinfelder proposal number MCK6P285

(Continue on additional page, if needed)

2. **LOCATION/CLIENT FACILITY INVOLVED:** Addison Rd from Belt Line to Arapaho Rds, Addison, TX

3. **PERIOD OF PERFORMANCE:** FROM: TO:

4. **AUTHORIZED FEES:** \$40,000, as described in Kleinfelder proposal number MCK6P285

5. **SPECIAL PROVISIONS:**

**NOTICE TO PROCEED IS GIVEN ON (DATE):**

**CLIENT:**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address \_\_\_\_\_

**KLEINFELDER:**

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

Name: Bill Campbell, Jr., P.E.

Title: Client Manager

Address 2035 Central Circle #110

McKinney, TX 75069

 **KLEINFELDER**  
**FEE SCHEDULE**

**CONSTRUCTION SERVICES RATES (hourly)**

Asphalt Services .....	45.00
Concrete Services .....	42.00
Project Management (Professional Engineer).....	120.00
Rebar Placement Observation .....	42.00
Sample Pick-Up/Delivery.....	42.00
Show-Up/No Work Performed.....	42.00
Soil Services .....	42.00
Steel Services (Certified Welding Inspector- 4 hr. min.).....	55.00

**CONCRETE TESTS**

Concrete Comp Test C-39 .....	15.00
Cylinder Pickup .....	75.00

**SOIL TESTS**

Atterberg Limits (Pl's).....	50.00
Minus 200 Only Sieve Anaylsis .....	30.00
Moisture-Density Analysis, ASTM D698.....	140.00
Nuclear Density Tests (3 Min) .....	20.00

**OTHER MISCELLANEOUS TESTS/SERVICES**

Vehicle Charge (Per Trip).....	40.00
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**BASIS OF CHARGES**

1. Listed herein are typical prices for services most frequently performed by Kleinfelder. Prices for other services provided by the firm or other services not listed will be given upon request, as well as special quotations for programs involving volume work.
2. A two-hour minimum charge will be made for all field services, unless otherwise noted.
3. Time worked on Saturday / holiday work will be charged at 1.5 times the hourly rate. Work on Sunday will be charged at 2.0 times the hourly rate.
4. Outside services will include a 20% markup unless otherwise noted.



5. All non-environmental and uncontaminated samples may be disposed of at Kleinfelder's discretion 30 days after submission of final report, unless prior arrangements are made. All environmental samples may be returned to clients at Kleinfelder's discretion 30 days after submission of final report, unless prior arrangements are made.
6. Proper disposal or handling of soil boring cuttings, well development and purge waters, decontamination solutions, and other contaminated/potentially contaminated materials is the responsibility of the client. Kleinfelder can provide containers for onsite containment and can advise the client regarding proper handling procedures.

A minimum charge of \$100 will be applied for services provided to a client for a one-time project.

**Council Agenda Item #2h**

**SUMMARY:**

This item is to authorize the City Manager to execute a supplemental agreement to the Engineering Services Agreement with Birkhoff, Hendricks and Conway, Inc. in the amount not to exceed \$22,000 for engineering and construction design services on Addison Road.

**FINANCIAL IMPACT:**

Current Design Contract Amount:           \$23,900.00

Additional Design/Inspection Cost:       \$22,000.00 for a total of \$46,900.00

Source of Funds:                               \$2,500,000 was funded for Addison Road improvements from General Obligation Bonds. From this amount, \$70,640 remains budgeted for engineering services.

**BACKGROUND:**

The Town received bids for the proposed widening of Addison Road on May 31, 2005 and rejected all bids at the June 14, 2005 City Council meeting. At that time the engineering work was completed for previously identified tasks. Staff contracted with Birkhoff, Hendricks and Conway, Inc. in February 2006 for an amount not to exceed \$23,900 to make revisions to the Addison Road plans so that the project could be advertised reflecting engineering changes to the plans. These included adding a turn lane at the intersection of Belt Line Road, moving the alignment of the street section to the west slightly to avoid re-locating the power poles on the east side of the pavement, placing stamped, dyed concrete in the left turn lane and exploring alternatives for the street lights.

Staff is requesting this contract amendment be approved to assist in the remaining engineering and construction activities (construction surveying, possible plan revisions and development of record drawings) associated with Addison Road Paving and Drainage Improvements Project – Phase I.

**RECOMMENDATION:**

It is recommended that the Council authorize the City Manager to enter into a supplemental agreement to the Engineering Services Agreement with Birkhoff, Hendricks and Conway, Inc. in the amount not to exceed \$22,000.00, for professional design services on Addison Road Paving and Drainage Improvements Project – Phase I.

**BIRKHOFF, HENDRICKS & CONWAY, L.L.P.**  
**CONSULTING ENGINEERS**

7502 Greenville Ave., #220

Dallas, Texas 75231

Fax (214) 361-0204

Phone (214) 361-7900

JOHN W. BIRKHOFF, P.E.  
RONALD V. CONWAY, P.E.  
GARY C. HENDRICKS, P.E.  
JOE R. CARTER, P.E.  
PAUL A. CARLINE, P.E.  
MATT HICKEY, P.E.  
DOUGLAS K. SHOWERS, P.E.

January 4, 2007

Ms. Nancy Cline, P.E.  
Director of Public Works  
Town of Addison  
P. O. Box 9010  
Addison, Texas 75001-9010

Re: Engineering Services Agreement  
Re-Design of Addison Road

Dear Ms. Cline:

Our original scope of services for the re-design of Addison Road has exceeded the original amount established. Accordingly, we request that our agreement budget be amended, to provide funds for ongoing engineering responsibilities.

We propose to be compensated on the basis of salary cost times a multiplier of 2.35 with expenses at invoice cost times 1.15. We recommend the budget be increased by \$22,000.00 to cover these services. Services will cease at the direction of the Town, or when the budget amount is exceeded.

If you are in agreement, please have one copy of this letter agreement executed by the Town of Addison and returned to our office.

Sincerely,

John W. Birkhoff, P.E.

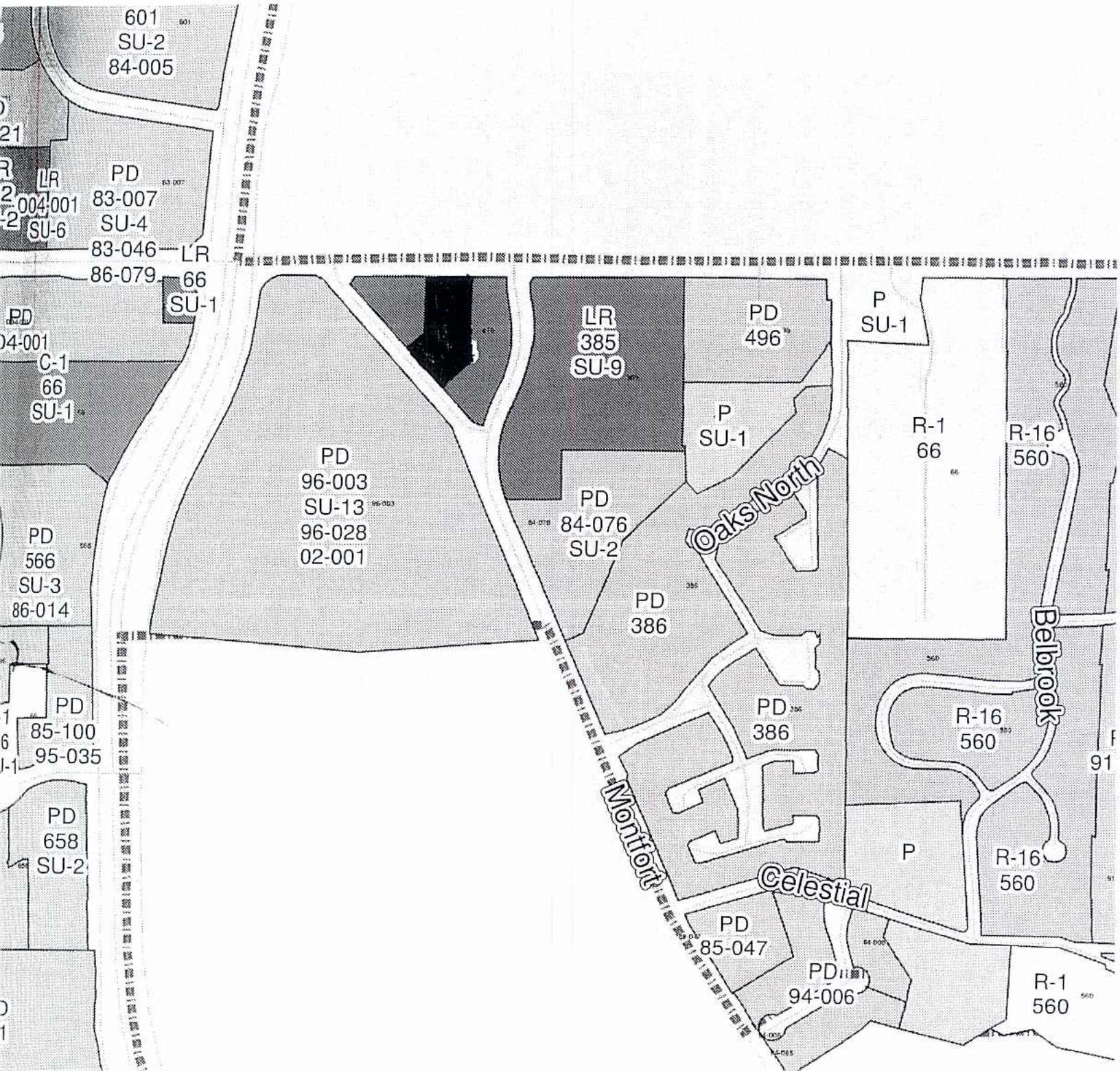
**APPROVED FOR THE TOWN OF ADDISON**

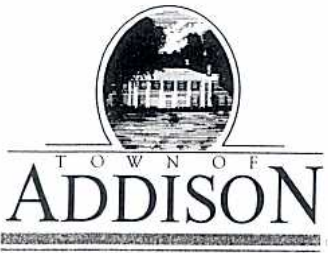
By: \_\_\_\_\_

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

# 1528-SUP

**PUBLIC HEARING** Case 1528-SUP/29° Tavern. Requesting approval of an amendment to a Special Use Permit for a restaurant and an amendment to a Special Use Permit for the sale of alcoholic beverages for on-premises consumption, located at 5260 Belt Line Road (currently Bennigan's Tavern), on application from Metro Media Restaurant Group, represented by Mr. Rick Civitarese of IDGroup.





**DEVELOPMENT SERVICES**

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

16801 Westgrove

Post Office Box 9010 Addison, Texas 75001-9010

December 13, 2006

**STAFF REPORT**

**RE:** Case 1528-SUP/29° Tavern

**LOCATION:** 5260 Belt Line Road (currently  
Bennigan's Grill and Tavern)

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

**APPLICANT:** Metro Media Restaurant Group,  
Represented by Mr. Rick Civitarese of ID  
Group

**DISCUSSION:**

Background. This property is zoned Local Retail. It was originally developed as a Bennigan's Grill and Tavern, and Bennigan's is still operating on in this building. The original SUP for Bennigan's was issued on August 22, 1978 through Ordinance 419. The SUP was amended on November 13, 1979 through Ordinance 542 in order to add additional dining space onto the restaurant. Steak and Ale and Bennigan's Restaurants were originally owned by Norman Brinker, but he sold both chains in the 1980s. Metro Media Restaurant Group currently owns both the Bennigan's and Steak and Ale chains.

At this point, Metro Media is planning to remodel this Bennigan's and convert it into a new concept call the 29° Tavern. There is currently a similar operation, called The Plano Tavern, at Dallas North Tollway and Parker Road in Plano. The 29° name comes from the temperature at which this establishment expects to store its beer. The staff has visited the Plano Tavern, and has found that while it has a bar component, it serves an extensive food menu, and relies more on food sales than alcohol sales for its revenue.

Proposed Plan. The floor plan for the restaurant will essentially remain as it is now. The kitchen and dining spaces will remain the same, but new kitchen equipment will be replace the existing equipment. The restrooms will remain the same, but will be

remodeled. The only changes to the floor plan are in the bar area. The bar itself is being changed from a long bar that goes across the back of the space to a "Y" shaped bar. The size of the bar area is not changing.

Facades. The facades will be completely changed. The middle part of the restaurant, over the bar, will be "bumped up" and the ceiling raised. In addition, brick veneer and cast stone will be added to the front and side facades, and the current fabric awnings will be replaced with standing-seam metal awnings. A building cornice, made of EIFS, will be added to the roof line of the building. The windows will remain as is, except for the windows on the northwest corner of the building. They will be removed and that area will be converted to a covered patio. The back and portions of the sides of the restaurant will remain stucco.

Parking. Bennigan's was developed when the restaurant requirement was one space per 100 square feet. The restaurant remodel does not call for the restaurant to be expanded; therefore, Bennigan's does not lose its "grandfathered" status for parking at 1/100. However, the site provides 117 spaces, which almost meets the 119 it would be required to provide at a 1/70 ratio.

Landscaping. The applicant needs to submit a new up-dated landscape plan with calculations of the new and existing landscape area. The site appears to have less than 20% landscaping. However, it was developed prior to the 20% requirement being added to the ordinance, and since the building is not getting any larger, it is grandfathered with regard to landscaped area. However, the staff recommends that the landscaping plan show upgraded landscaping in the existing areas that the applicant has to work with.

Screening of Mechanical Equipment. All mechanical equipment on the new building shall be completely screened from view. The screening material shall be architecturally compatible to the building, and the Building Official shall make the determination of "architecturally compatible".

Signs. The applicant has shown signs on the building. He should be aware that all signs in Addison must meet the requirements of the Addison Sign ordinance. In addition, the applicant is proposing that the name of this establishment include the term "Tavern." The staff does not typically recommend that operators be allowed to include the term "Tavern," or any equivalent, in exterior signs. However, this restaurant is currently known as Bennigan's Grill and Tavern. The staff believes that this restaurant will operate as a restaurant, rather than a Tavern, and it would like to see a good concept like this one, with a reliable operator like Metro Media Restaurant Group, renovate this restaurant. Therefore, staff recommends the 29° Tavern be allowed to use the term "Tavern" in its name.

**RECOMMENDATION:**

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

-The applicant shall submit a new up-dated landscape plan with calculations of the new and existing landscape area prior to the issuance of a building permit. The up-dated landscape plan shall include an up-grading of the existing landscaping on the site.

-All mechanical equipment on the new building shall be completely screened from view. The screening material shall be architecturally compatible to the building, and the Building Official shall make the determination of "architecturally compatible".

Respectfully submitted,

A handwritten signature in black ink, appearing to read "CMORAN". The signature is stylized with a large, looped initial "C" and a long, sweeping underline.

Carmen Moran  
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on December 21, 2006 voted to recommend approval of the request on application from 29° Tavern, subject to the following conditions:

-The applicant shall submit a new up-dated landscape plan with calculations of the new and existing landscape area prior to the issuance of a building permit. The up-dated landscape plan shall include an up-grading of the existing landscaping on the site.

-All mechanical equipment on the new building shall be completely screened from view. The screening material shall be architecturally compatible to the building, and the Building Official shall make the determination of "architecturally compatible".

Voting Aye: Bernstein, Chafin, Gaines, Jandura, Meier, Wood

Voting Nay: None

Absent: Daseke



## **Memorandum**

**Date:** December 12, 2006  
**To:** Carmen Moran, Director of Development Services  
**From:** Slade Strickland, Director of Parks and Recreation  
**Subject:** Case 1528-SUP/29° Tavern

The applicant will need to submit a landscape plan showing the percentage of existing landscaping and the proposed landscaping. The site appears to have less than 20 percent landscaping; however, since the building footprint will not change, staff recommends that the landscape plan show upgraded landscaping in the existing areas in accordance with the landscape regulations.

Any new tree planting proposed along Belt Line or Montfort should be spaced 30 feet apart.

Irrigation plans will need to be included with their plan submittal.

To: Carmen Moran, Director Development Services

From: Lynn Chandler, Building Official

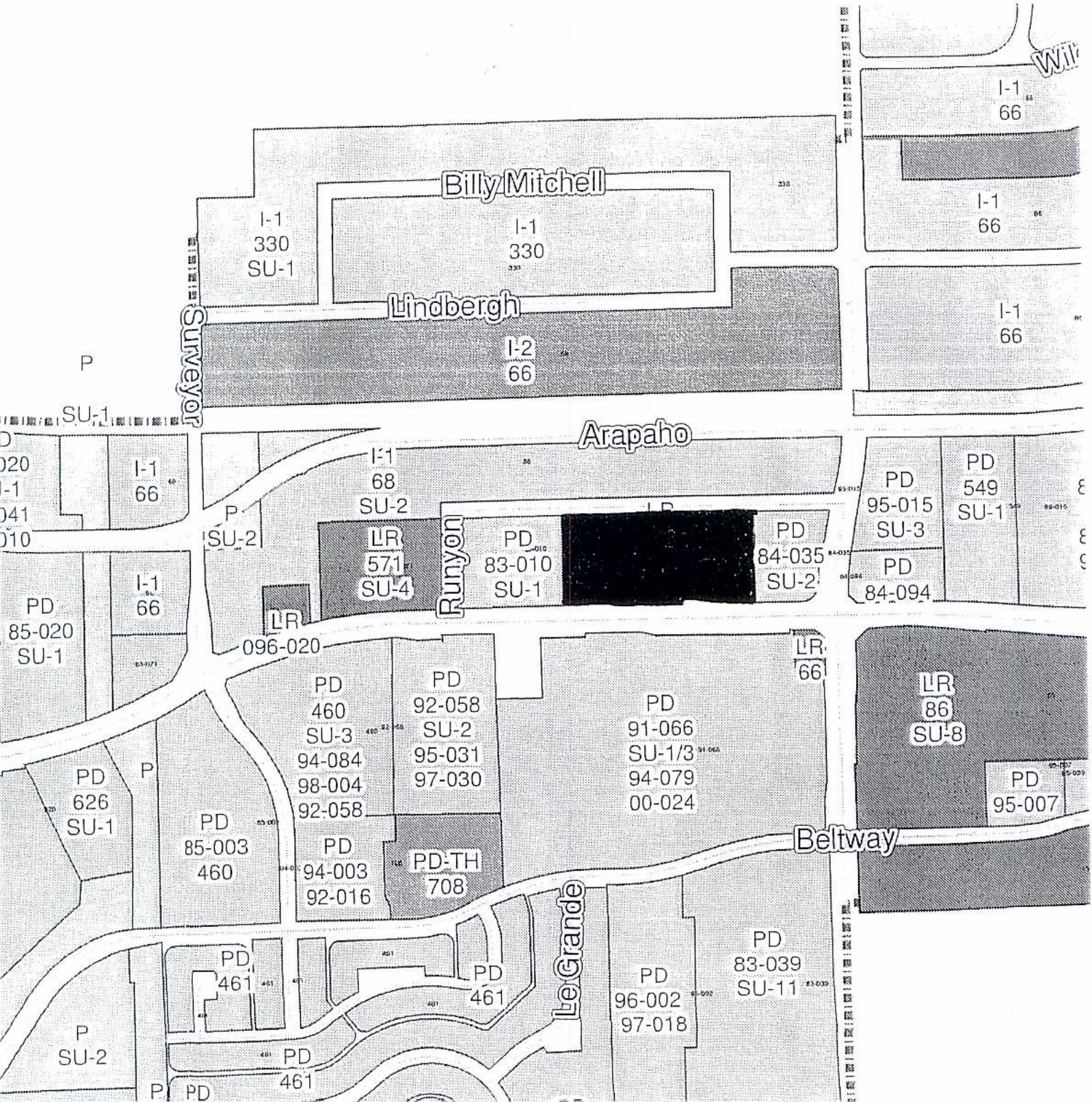
Date: December 7, 2006

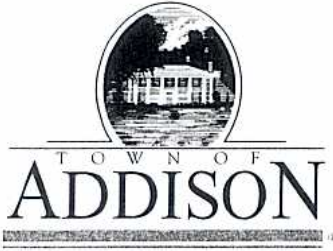
Subject: 29° Tavern

The applicant should be aware that only one sign is allowed per façade, the letter heights and logos are limited to a base 16" in height but 50% of them may be up to 20" in height and the area of the signs are limited to one square foot of sign per length of building but not to exceed 100 square feet and all attached signs not to exceed a total of 200 square feet.

# 1530-SUP

**PUBLIC HEARING** Case 1530-SUP/Berry Berry Yogurt. Requesting approval of a Special Use Permit for a restaurant (yogurt shop), located at 4135 Belt Line Road, on application from VBY Inc., represented by Mr. Charlie Kim.





**DEVELOPMENT SERVICES**

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

16801 Westgrove

Post Office Box 9010 Addison, Texas 75001-9010

December 11, 2006

**STAFF REPORT**

**RE:** Case 1530-SUP/Berry Berry Yogurt

**LOCATION:** 4145 Belt Line Road, Suite 218

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

**APPLICANT:** Berry Berry Yogurt, represented by Mr. Charlie Kim

**DISCUSSION:**

Background. This lease space is located in the shopping center currently under construction at 4135-4145 Line Road. Although the yogurt shop will have limited food service, the applicant must get a Special Use Permit for a restaurant because he plans to have consumption of frozen yogurt on the premises.

Proposed Plan. The floor plan shows a frozen yogurt shop of 1,330 square feet. The plan indicates a counter for ordering yogurt and other items. The plan (last page of plans) shows a ledge against the wall with stools, but the sample plan (second page) also shows tables and chairs. The applicant has not indicated any patio or outside seating, however, there is sufficient parking in the center to add tables and chairs outside the restaurant if desired.

Parking. The parking requirement for this yogurt shop is figured at a 1/100 ratio and is 13 spaces. The owners have provided 346 total parking spaces in the center. At a 1/200 ratio, the center would only require 227 spaces. There are 119 spaces more than required for retail that can be allocated to restaurants. Seventeen of those spaces have been allocated to a Which Wich? Sandwich Shop. This restaurant will take 13 more of the extra spaces, so there are still 99 spaces that can be allocated to future restaurants. There is sufficient parking for this use.

Landscaping. The landscaping for this center is already in place and meets the requirements of the ordinance.

Façade. The applicant will add an entrance door into the existing store glass on the space. There will be no other changes to the façade.

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

Building Code. Lynn Chandler, the Building Official, notes that the applicant will have to revise the floor plan to include a separate accessible restroom for males and females because the occupant load (which includes employees) for the restaurant exceeds 15 people

Signage. The applicant has shown a sign on the sample façade. He should be advised that all signs for the restaurant must comply with the requirements of the Addison Sign Ordinance.

RECOMMENDATION:

Staff recommends approval of the Special Use Permit for a restaurant subject to the following condition:

- The floor plan shall be revised to include a separate accessible restroom for males and females.

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 December 21, 2006, voted to recommend approval of the request on application from Berry Berry Yogurt, subject to the following conditions:

-The floor plan shall be revised to include a separate accessible restroom for males and females.

Voting Aye: Bernstein, Chafin, Gaines, Jandura, Meier, Wood

Voting Nay: None

Absent: Daseke

To: Carmen Moran, Director Development Services

From: Lynn Chandler, Building Official

Date: December 7, 2006

Subject: Berry Berry Yogurt

The applicant should be aware that a male and female accessible restroom will be required because the occupant load exceeds 15. The proper address for this space is 4145 Belt Line Rd Suite 218.

**Council Agenda Item #R6**

**SUMMARY:**

This item is to authorize the City Manager to execute a Construction contract with JRJ Paving, L.P. in the amount of \$2,076,920.33 with contract duration of 304 calendar days for the Addison Road Paving and Drainage Improvements project - Phase I.

**FINANCIAL IMPACT:**

Construction Budget Amount: \$2,989,465.00

Construction Contract Amount: \$2,076,920.33

Source of Funds: \$2,500,000 was funded for Addison Road improvements from General Obligation Bonds. From this amount, \$1,600,000 was established for Construction. Additionally, Dallas County will reimburse the Town of Addison for 50% of the construction cost for items considered essential infrastructure, not to exceed \$1,389,465.

**BACKGROUND:**

The Town received bids for the proposed widening of Addison Road, from Belt Line Road to Arapaho Road, on May 31, 2005. The lowest responsive bid received was \$2,076,106.00, an amount that was significantly over the Engineer's estimate which was the basis for the construction budget for this project. As a result, all bids were rejected at the June 14, 2005 Council meeting to allow for potential change in the scope of work for construction of the Addison Road, Phase I improvements.

At the December 12, 2006 Council meeting, Council approved the Dallas County Capital Improvement Program Project Supplemental Agreement to the Master Agreement governing major capital transportation improvement projects for the Addison Road Paving and Drainage Improvements project - Phase I. That agreement formalizes financial participation by Dallas County, providing the necessary funding to complete the project.



The table below summarizes the bids received for this work:

	<b>JRJ Paving, L.P.</b>	<b>Tiseo Paving Co.</b>	<b>Rebcon, Inc.</b>	<b>Gibson &amp; Assoc.</b>
<b>Base Bid Amount</b>	\$2,061,761.13	\$2,429,667.00	\$2,425,719.90	\$2,437,597.15
<b>Add Alt. #2 Amount</b>	\$15,159.20	\$9,100.00	\$10,080.00	\$29,400.00
<b>Total Amount of Bid (A)</b>	\$2,076,920.33	\$2,438,767.00	\$2,435,799.90	\$2,466,997.15
<b>Days Bid x \$3,000 (Base+Add Alt. #2) (B)</b>	\$912,000	\$720,000	\$876,000	\$960,000
<b>A+B Total</b>	<b>\$2,988,920.33</b>	<b>\$3,158,767.00</b>	<b>\$3,311,799.90</b>	<b>\$3,426,997.15</b>

**RECOMMENDATION:**

It is recommended that the Council authorize the City Manager to execute a Construction contract with JRJ Paving, L.P. in the amount of \$2,076,920.33 with contract duration of 304 calendar days for the Addison Road Paving and Drainage Improvements project - Phase I.

**ATTACHEMENTS:**

Itemized Bid tabulation





# Itemized Bid Tabulation

December 21, 2006  
Addison Rd. Widening

JRJ Paving LP  
2277 N. Masch Branch Road  
Denton, TX 76207

Tiseo Paving Company  
419 E. Highway 80  
Mesquite, TX 75150

Rebcon, Inc.  
1868 W. Northwest Hwy.  
Dallas, TX 75220

Gibson & Associates  
11210 Ryliecrest  
Balch Springs, TX 75180

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
32	For Furnishing and Constructing Reinforced Concrete Headwall TxDOT CH-11A (33-Inch Pipe)	4	C.Y.	\$623.70	\$2,494.80	\$675.00	\$2,700.00	\$660.00	\$2,640.00	\$653.40	\$2,613.60
33	For Constructing 3-Foot by 3-Foot Drop Inlet	2	Ea.	\$2,625.00	\$5,250.00	\$2,750.00	\$5,500.00	\$2,800.00	\$5,600.00	\$2,750.00	\$2,750.00
34	For Constructing 6-Foot Recessed Inlet	4	Ea.	\$2,497.00	\$9,988.00	\$2,625.00	\$10,500.00	\$2,600.00	\$10,400.00	\$2,615.80	\$10,463.20
35	For Constructing 8-Foot Recessed Inlet	7	Ea.	\$2,660.00	\$18,620.00	\$2,800.00	\$19,600.00	\$2,800.00	\$19,600.00	\$2,786.30	\$19,504.10
36	For Constructing 10-Foot Recessed Inlet	1	Ea.	\$2,969.00	\$2,969.00	\$3,200.00	\$3,200.00	\$3,100.00	\$3,100.00	\$3,109.70	\$3,109.70
37	For Constructing Reinforced Concrete Storm Sewer Junction Box A-1	1	Ea.	\$5,916.00	\$5,916.00	\$6,250.00	\$6,250.00	\$6,200.00	\$6,200.00	\$6,197.40	\$6,197.40
38	For Furnishing and Installing Reinforced Concrete Pipe Class III-18-Inch	446	L.F.	\$58.80	\$26,224.80	\$57.75	\$25,756.50	\$62.00	\$27,652.00	\$61.60	\$27,473.60
39	For Furnishing and Installing Reinforced Concrete Pipe Class III-21-Inch	105	L.F.	\$59.85	\$6,284.25	\$58.75	\$6,168.75	\$63.00	\$6,615.00	\$62.70	\$6,583.50
40	For Furnishing and Installing Reinforced Concrete Pipe Class III-24-Inch	160	L.F.	\$65.10	\$10,416.00	\$64.50	\$10,320.00	\$69.00	\$11,040.00	\$68.20	\$10,912.00
41	For Furnishing and Installing Reinforced Concrete Pipe Class III-30-Inch	0	L.F.	\$81.90	\$0.00	\$0.00	\$0.00	\$90.00	\$0.00	\$0.00	\$0.00
42	For Furnishing and Installing Reinforced Concrete Pipe Class III-33-Inch	300	L.F.	\$97.65	\$29,295.00	\$95.00	\$28,500.00	\$105.00	\$31,500.00	\$102.30	\$30,690.00
43	For Furnishing and Installing Reinforced Concrete Pipe Class III-36-Inch	203	L.F.	\$112.35	\$22,807.05	\$110.75	\$22,482.25	\$120.00	\$24,360.00	\$117.70	\$23,893.10
44	For Furnishing and Installing Reinforced Concrete Pipe Class III-48-Inch	55	L.F.	\$158.55	\$8,720.25	\$156.00	\$8,580.00	\$170.00	\$9,350.00	\$166.10	\$9,135.50
45	For Furnishing and Installing Reinforced Concrete Pipe Class III-51-Inch	95	L.F.	\$190.05	\$18,054.75	\$187.75	\$17,836.25	\$200.00	\$19,000.00	\$199.10	\$18,914.50
46	For Furnishing and Installing Reinforced Concrete Tee Connection	2	Ea.	\$1,067.90	\$2,135.80	\$1,150.00	\$2,300.00	\$1,200.00	\$2,400.00	\$1,118.70	\$2,237.40
47	For Furnishing and Installing Reinforced Concrete Wye Connection	9	Ea.	\$854.70	\$7,692.30	\$925.00	\$8,325.00	\$900.00	\$8,100.00	\$895.40	\$8,058.60
48	For Connecting Proposed 24-Inch Pipe to Existing Storm Sewer Manhole	1	Ea.	\$2,205.00	\$2,205.00	\$2,260.00	\$2,260.00	\$2,300.00	\$2,300.00	\$2,310.00	\$2,310.00
49	For Connecting Proposed Pipe to Existing 18-Inch Storm Sewer Pipe	3	Ea.	\$577.50	\$1,732.50	\$621.50	\$1,864.50	\$610.00	\$1,830.00	\$605.00	\$1,815.00
50	For Connecting Proposed Pipe to Existing 30-Inch Storm Sewer Pipe	2	Ea.	\$577.50	\$1,155.00	\$621.50	\$1,243.00	\$610.00	\$1,220.00	\$605.00	\$1,210.00
51	For Connecting Proposed Pipe to Existing 42-Inch Storm Sewer Pipe	2	Ea.	\$682.50	\$1,365.00	\$734.50	\$1,469.00	\$720.00	\$1,440.00	\$715.00	\$1,430.00
52	For Connecting Proposed Pipe to Existing 48-Inch Storm Sewer Pipe	4	Ea.	\$787.50	\$3,150.00	\$847.50	\$3,390.00	\$830.00	\$3,320.00	\$825.00	\$3,300.00
53	For Connecting Proposed Pipe to Existing 60-Inch Storm Sewer Pipe	1	Ea.	\$1,155.00	\$1,155.00	\$1,250.00	\$1,250.00	\$1,200.00	\$1,200.00	\$1,210.00	\$1,210.00
54	For Connecting Existing 60-Inch Storm Sewer Pipe to Proposed Storm Sewer Manhole	1	Ea.	\$2,205.00	\$2,205.00	\$2,400.00	\$2,400.00	\$2,300.00	\$2,300.00	\$2,310.00	\$2,310.00
55	For Plugging Existing 18-Inch Storm Sewer Pipe	4	Ea.	\$430.50	\$1,722.00	\$475.00	\$1,900.00	\$450.00	\$1,800.00	\$451.00	\$1,804.00
56	For Plugging Existing 30-Inch Storm Sewer Pipe	1	Ea.	\$430.50	\$430.50	\$475.00	\$475.00	\$450.00	\$450.00	\$451.00	\$451.00
57	For Furnishing and Installing 8-Inch PVC Sanitary Sewer by Open Cut with Embedment (Station 8+15)	28	L.F.	\$126.00	\$3,528.00	\$135.75	\$3,801.00	\$140.00	\$3,920.00	\$132.00	\$3,696.00
58	For Furnishing and Installing 6-Inch PVC Sanitary Sewer by Open Cut with Embedment (Station 9+03)	20	L.F.	\$126.00	\$2,520.00	\$135.75	\$2,715.00	\$140.00	\$2,800.00	\$132.00	\$2,640.00
59	For Furnishing, Installing and Connecting Sanitary Sewer Service Line, including 2-Way Cleanouts	6	Ea.	\$861.00	\$5,166.00	\$926.75	\$5,560.50	\$900.00	\$5,400.00	\$902.00	\$5,412.00
60	Furnish and Install 4-Inch SDR35 PVC Pipe with Two-Way Cleanout (Station 1+93)	46	L.F.	\$201.60	\$9,273.60	\$217.00	\$9,982.00	\$220.00	\$10,120.00	\$211.20	\$9,715.20
61	For Constructing 4-Foot Diameter Standard Sanitary Sewer Manhole	2	Ea.	\$2,520.00	\$5,040.00	\$2,725.00	\$5,450.00	\$2,700.00	\$5,400.00	\$2,640.00	\$5,280.00



# Itemized Bid Tabulation

December 21, 2006  
Addison Rd. Widening

JRJ Paving LP  
2277 N. Masch Branch Road  
Denton, TX 76207

Tiseo Paving Company  
419 E. Highway 80  
Mesquite, TX 75150

Rebcon, Inc.  
1868 W. Northwest Hwy.  
Dallas, TX 75220

Gibson & Associates  
11210 Rylicreast  
Balch Springs, TX 75180

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
62	For Connecting Existing 6-Inch Sanitary Sewer Pipe to Proposed Sanitary Sewer Manhole	2	Ea.	\$630.00	\$1,260.00	\$675.00	\$1,350.00	\$660.00	\$1,320.00	\$660.00	\$1,320.00
63	For Cutting and Plugging Existing 6-Inch Sanitary Sewer Pipe	2	Ea.	\$1,470.00	\$2,940.00	\$1,600.00	\$3,200.00	\$1,600.00	\$3,200.00	\$1,540.00	\$3,080.00
64	For Furnishing and Installing 4-Inch Square Acrylic Yellow Double Reflective Button	215	Ea.	\$3.03	\$651.45	\$3.25	\$698.75	\$3.00	\$645.00	\$4.40	\$946.00
65	For Furnishing and Installing 4-Inch Square Acrylic White Non-Reflective Button	330	Ea.	\$2.42	\$798.60	\$2.50	\$825.00	\$2.50	\$825.00	\$3.30	\$1,089.00
66	For Furnishing and Installing 4-Inch Circular Yellow Non-Reflective Button	620	Ea.	\$2.42	\$1,500.40	\$2.50	\$1,550.00	\$2.50	\$1,550.00	\$3.30	\$2,046.00
67	For Furnishing and Installing 4-Inch Square White Single Reflective Button	203	Ea.	\$3.03	\$615.09	\$3.25	\$659.75	\$3.00	\$609.00	\$4.40	\$893.20
68	For Furnishing and Installing 4-Inch Square Acrylic Reflective Blue Buttons Center of Outside Lane at Fire Hydrant	5	Ea.	\$3.30	\$16.50	\$3.50	\$17.50	\$4.00	\$20.00	\$22.00	\$110.00
69	For Furnishing and Installing 18-Inch Solid White Thermoplastic Stripe	122	L.F.	\$4.13	\$503.86	\$4.25	\$518.50	\$4.20	\$512.40	\$4.40	\$536.80
70	For Furnishing and Installing 24-Inch Solid White Thermoplastic Stripe	66	L.F.	\$4.40	\$290.40	\$4.50	\$297.00	\$4.50	\$297.00	\$5.50	\$363.00
71	For Furnishing and Installing 8-Inch Wide x 2-Foot Long Solid White Thermoplastic Stripe	29	Ea.	\$3.30	\$95.70	\$3.50	\$101.50	\$4.00	\$116.00	\$6.60	\$191.40
72	For Furnishing and Installing White Thermoplastic Marking - "ONLY"	4	Ea.	\$126.50	\$506.00	\$130.00	\$520.00	\$130.00	\$520.00	\$115.50	\$462.00
73	For Furnishing and Installing White Thermoplastic Marking - "RR Xing"	2	Ea.	\$522.50	\$1,045.00	\$550.00	\$1,100.00	\$530.00	\$1,060.00	\$1,045.00	\$2,090.00
74	For Furnishing and Installing White Thermoplastic Marking - Straight Arrow	4	Ea.	\$99.00	\$396.00	\$100.00	\$400.00	\$100.00	\$400.00	\$104.50	\$418.00
75	Furnish and Install White Thermoplastic - Turn Arrow	16	Ea.	\$99.00	\$1,584.00	\$100.00	\$1,600.00	\$100.00	\$1,600.00	\$104.50	\$1,672.00
76	For Furnishing and Placing Solid Sod, including Fertilizer and Watering	480	S.Y.	\$4.57	\$2,193.60	\$6.25	\$3,000.00	\$5.00	\$2,400.00	\$4.57	\$2,193.60
77	For Furnishing and Planting Asian Jasmine (1-Gallon), including Watering	4600	Ea.	\$4.43	\$20,378.00	\$7.50	\$34,500.00	\$4.50	\$20,700.00	\$4.42	\$20,332.00
78	For Furnishing and Planting Crepe Myrtles (65 Gallon), including Watering	42	Ea.	\$262.32	\$11,017.44	\$506.25	\$21,262.50	\$270.00	\$11,340.00	\$262.32	\$11,017.44
79	For Furnishing and Planting Loropetalum Bush (5-Gallon), including Watering	103	Ea.	\$15.40	\$1,586.20	\$33.75	\$3,476.25	\$16.00	\$1,648.00	\$15.40	\$1,586.20
80	For Furnishing and Installing a Fully Operational Irrigation System	1	L.S.	\$16,584.00	\$16,584.00	\$46,000.00	\$46,000.00	\$26,000.00	\$26,000.00	\$16,584.01	\$16,584.01
81	Furnish and Prepare a Trench Safety Plan	1	L.S.	\$788.00	\$788.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$825.00	\$825.00
82	For Furnishing, Installing and Maintaining Trench Safety System	1350	L.F.	\$2.31	\$3,118.50	\$2.50	\$3,375.00	\$2.50	\$3,375.00	\$2.42	\$3,267.00
83	For Furnishing, Installing, Maintaining and Removing Erosion Control Devices	1	L.S.	\$13,047.00	\$13,047.00	\$10,350.00	\$10,350.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
84	For Furnishing and Maintaining Two Light Boards for Notifying Traffic of Construction	60	Days	\$184.00	\$11,040.00	\$215.00	\$12,900.00	\$200.00	\$12,000.00	\$220.00	\$13,200.00
85	For Dust Control, Including Water Truck, as Directed by the City and at a Minimum Twice a Day	1	L.S.	\$3,651.00	\$3,651.00	\$10,000.00	\$10,000.00	\$2,000.00	\$2,000.00	\$30,000.00	\$30,000.00
86	For Furnishing and Installing Roadway/Pedestrian Lights SA	27	Ea.	\$8,925.00	\$240,975.00	\$9,600.00	\$259,200.00	\$9,350.00	\$252,450.00	\$9,350.00	\$252,450.00
87	For Furnishing and Installing Roadway/ Pedestrian Light SAA	3	Ea.	\$8,074.50	\$24,223.50	\$8,700.00	\$26,100.00	\$8,500.00	\$25,500.00	\$8,459.00	\$25,377.00
88	For Furnishing and Installing Pedestrian Fixture SB	26	Ea.	\$4,252.50	\$110,565.00	\$4,575.00	\$118,950.00	\$4,460.00	\$115,960.00	\$4,455.00	\$115,830.00
89	For Furnishing and Installing Parking Lot Fixture SC	2	Ea.	\$6,426.00	\$12,852.00	\$7,500.00	\$15,000.00	\$5,700.00	\$11,400.00	\$5,632.00	\$11,264.00



# Itemized Bid Tabulation

December 21, 2006  
Addison Rd. Widening

JRJ Paving LP  
2277 N. Masch Branch Road  
Denton, TX 76207

Tiseo Paving Company  
419 E. Highway 80  
Mesquite, TX 75150

Rebcon, Inc.  
1868 W. Northwest Hwy.  
Dallas, TX 75220

Gibson & Associates  
11210 Ryliecrest  
Balch Springs, TX 75180

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
90	For Furnishing, Installing and Constructing Light Foundation, including Pull Box and Grounding Rod For Furnishing and Installing 2-Inch Schedule 40 PVC Conduit, including Trenching, Backfilling and Restoration	56	Ea.	\$1,008.00	\$56,448.00	\$1,100.00	\$61,600.00	\$1,060.00	\$59,360.00	\$1,056.00	\$59,136.00
91	For Furnishing and Installing No. 10 THHN/THWN Conductors (2#10, #10G) in 2-Inch Conduit	5400	L.F.	\$5.78	\$31,212.00	\$6.25	\$33,750.00	\$6.00	\$32,400.00	\$6.05	\$32,670.00
92	For Making All Connections and Making Lighting and Electrical System Operational	15600	L.F.	\$0.90	\$14,040.00	\$1.00	\$15,600.00	\$1.00	\$15,600.00	\$0.94	\$14,664.00
93	For Arranging with TXU, and Furnishing and Installing All Equipment for Electric Service for Irrigation Service from Pedestrian Light	1	L.S.	\$7,434.00	\$7,434.00	\$8,500.00	\$8,500.00	\$7,800.00	\$7,800.00	\$7,788.00	\$7,788.00
94	For Arranging with TXU, and Furnishing and Installing All Equipment for Electrical Service (2-Street Lights and 2 for Pedestrian Lights)	2	Ea.	\$4,095.00	\$8,190.00	\$4,500.00	\$9,000.00	\$4,300.00	\$8,600.00	\$4,290.00	\$8,580.00
95	For Furnishing and Installing Traffic Control Signs in Accordance with Sign Plan	4	Ea.	\$4,895.00	\$19,580.00	\$5,000.00	\$20,000.00	\$4,900.00	\$19,600.00	\$4,895.00	\$19,580.00
96	For Furnishing and Installing Reinforced Concrete Retaining Wall	16	Ea.	\$550.00	\$8,800.00	\$350.00	\$5,600.00	\$400.00	\$6,400.00	\$500.00	\$8,000.00
97	Bid Allowance for Irrigation Repairs, complete in place, the Bid Allowance of \$5,000.00 per One Unit	35	C.Y.	\$483.00	\$16,905.00	\$500.00	\$17,500.00	\$480.00	\$16,800.00	\$506.00	\$17,710.00
98	For Furnishing and Placing Crosswalk Pavers	1	Unit	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
99	For Furnishing and Placing Driveway Pavers	245	S.Y.	\$96.93	\$23,747.85	\$100.00	\$24,500.00	\$90.00	\$22,050.00	\$90.04	\$22,059.80
100	For Furnishing and Placing Driveway Pavers	55	S.Y.	\$96.93	\$5,331.15	\$100.00	\$5,500.00	\$85.00	\$4,675.00	\$90.04	\$4,952.20
<b>TOTAL BASE BID</b>					<b>\$ 2,061,761.13</b>		<b>\$ 2,429,667.00</b>		<b>\$ 2,425,719.90</b>		<b>\$ 2,437,597.15</b>
101A	For Furnishing and Installing 4-Inch PVC Conduit with 4-inch Caps, Meeting the requirements of TXU at Four Crossing	1000	LF	\$18.06	\$18,060.00	\$20.00	\$20,000.00	\$19.00	\$19,000.00	\$18.92	\$18,920.00
201A	For Furnishing and Placing 4-Inch Flex-Base Under Sidewalks	140	CY	\$108.28	\$15,159.20	\$65.00	\$9,100.00	\$72.00	\$10,080.00	\$210.00	\$29,400.00
<b>GRAND TOTAL</b>					<b>\$ 2,094,980.33</b>		<b>\$ 2,458,767.00</b>		<b>\$ 2,454,799.90</b>		<b>\$ 2,485,917.15</b>

**MERRITORIOUS EXCEPTION TO THE ADDISON SIGN ORDINANCE STAFF REPORT**  
ME 2007-1

**#R7**  
Date: December 15, 2006  
Business Name: Charter Furniture

Location of Request: 15101 Midway Rd

<u>Ordinance Requirement</u> Sec. 62-185. Specifications.	<u>Request</u>	<u>Variance</u>
<p>Both single-tenant and multi-tenant pole signs shall be allowed and shall be governed by the design standards and regulations as set forth in this section.</p> <p>(1) Single-tenant pole signs must be exactly 36 square feet in effective area and must be exactly 20 feet in height measured from ground elevation to the top of the sign.</p> <p>(2) Multi-tenant pole signs must be exactly 72 square feet in effective area and must be exactly 20 feet in height measured from ground elevation to the top of the signs. No single-tenant shall occupy more than 36 square feet of sign area on a multi-tenant sign.</p> <p>(3) Design standards shall be as follows:</p> <p>a. <i>Sign supports:</i> 8" X 8" structural steel tubing. Structural steel tubing shall be installed in accordance with Figure 62-185A for single-tenant signs and 62-185B for multi-tenant signs.</p> <p>b. <i>Sign cabinet:</i> Paint grip sheet metal on angle iron frame with angle retaining rim to secure sign face.</p> <p>1. Single-tenant sign cabinet dimensions: 6'10" wide x 5'10" high X 12" deep.</p> <p>2. Multi-tenant sign cabinet dimensions: 6'10" wide X 11'6" high X 12" deep.</p> <p>c. <i>Sign face:</i> plastic sheet.</p> <p>d. <i>Sign finish:</i> Degrease, prime, and finish coat all exposed metal surfaces as required.</p> <p>e. <i>Sign support and cabinet color:</i> Pantone 404(c). Painted surfaces are to match special color; color switch will be provided by the town. Color number Pantone #404(c).</p> <p>f. <i>Internal illumination:</i> Internal illumination provided by fluorescent lamps spaced no further than 12 inches on center.</p> <p>g. <i>Overall sign height:</i> All signs are to be 20 feet in height.</p>	<p>The applicant is requesting a single-tenant pole sign 42 feet in height.</p>	<p>The ordinance requires a multi-tenant pole sign to have an exact sign face area of 72 square feet, sign supports of 8" X 8" structural steel tubing and a height of 20'.</p>

**STAFF RECOMMENDATION:** Staff recommends denial.

**STAFF:**   
Lynn Chandler, Building Official

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: 12/8/06

Filing Fee: \$200.00

Applicant: Charter Furniture

Address: 15101 Midway Road

Suite#: \_\_\_\_\_

Addison, Texas 75001  
City State Zip

Phone#: 972-385-3411

Fax#: 972-385-0621

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

Location where exception is requested:

Northeast corner of building

Reasons for Meritorious Exception:

Need height variance to view sign on elevated portion of A  
Arapaho Road.

YOU MUST SUBMIT THE FOLLOWING:

✓ 12 COPIES OF THE PROPOSED SIGN SHOWING:

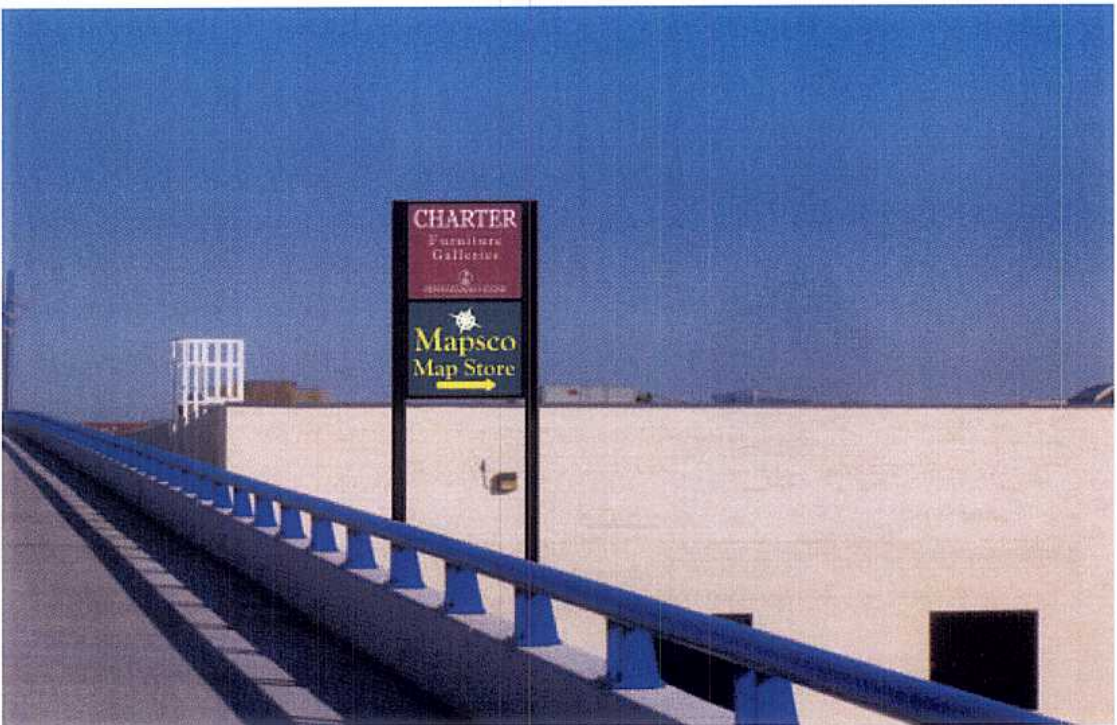
1. Lot Lines
2. Names of Adjacent Streets
3. Location of Existing Buildings
4. Existing Signs
5. Proposed Signs
6. Sketch of Sign with Scale and Dimensions Indicated (8.5 x 11 PLEASE)

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



**BAKER SIGN  
COMPANY**

locke@baker.com



The design is sole property of Baker Sign Company. Any unauthorized use or duplication of this drawing is prohibited.

5213 SUN VALLEY DR. FT. WORTH, TX. 76119

Phone # 817-572-7346 FAX # 817-483-0839

Created for the approval of: CHARTER FURNITURE

Approved by: Salesman: EDDIE BAKER

Scale: 3/16 = 1'-0" Location:

Date: NOV. 17, 2006 Drawing #:





BAKER SIGN  
COMPANY  
bakesigns@bakercompany.com

The design is sole property of Baker Sign Company. Any unauthorized use or duplication of this drawing is prohibited.

5213 SUN VALLEY DR. FT. WORTH, TX. 76119

Phone # 817-572-7346 FAX # 817-483-0839

Created for the approval of: CHARTER FURNITURE

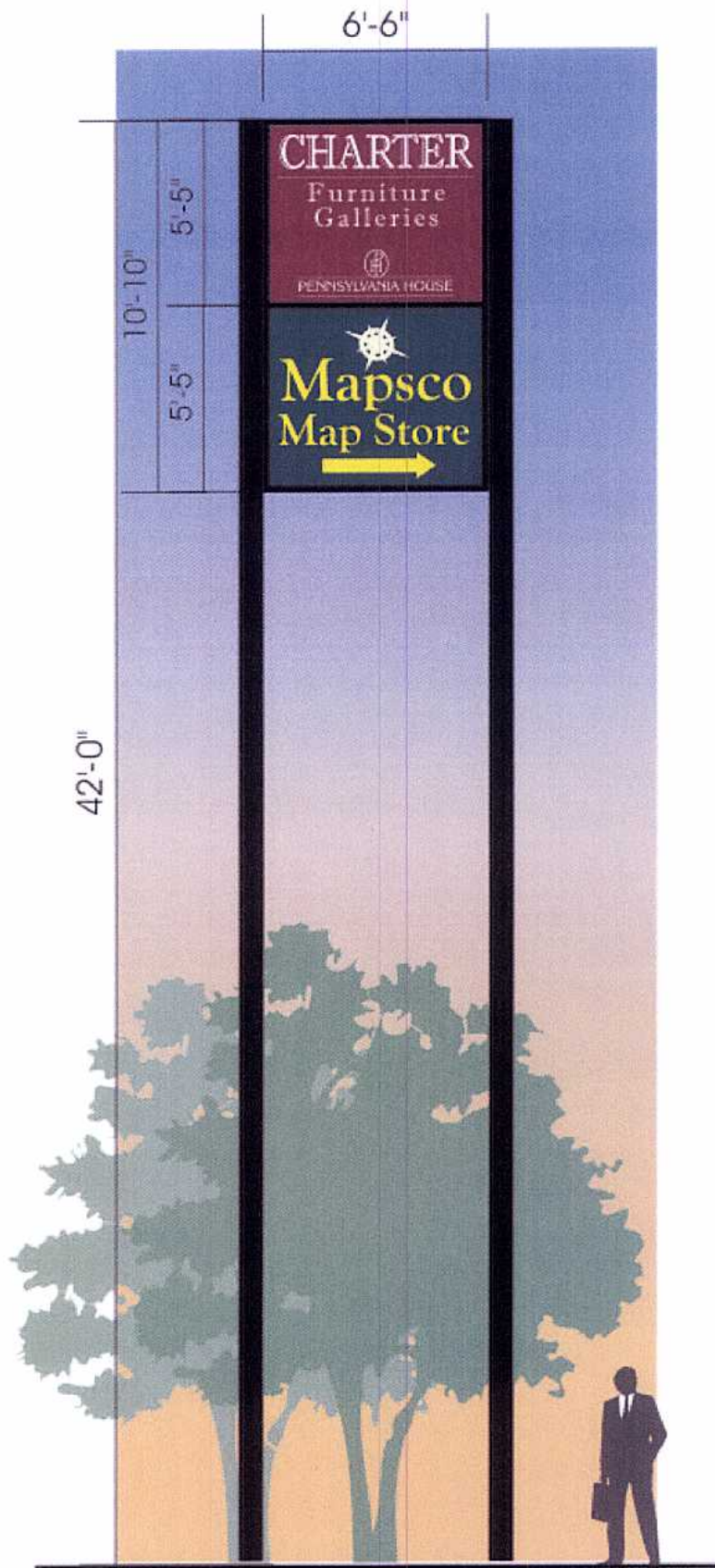
Scale: 3/16" = 1'-0" Location:

Approved by:

Salesman: EDDIE BAKER

Date: NOV. 17, 2006

Drawing #:



SCALE: 3/16" = 1'-0"



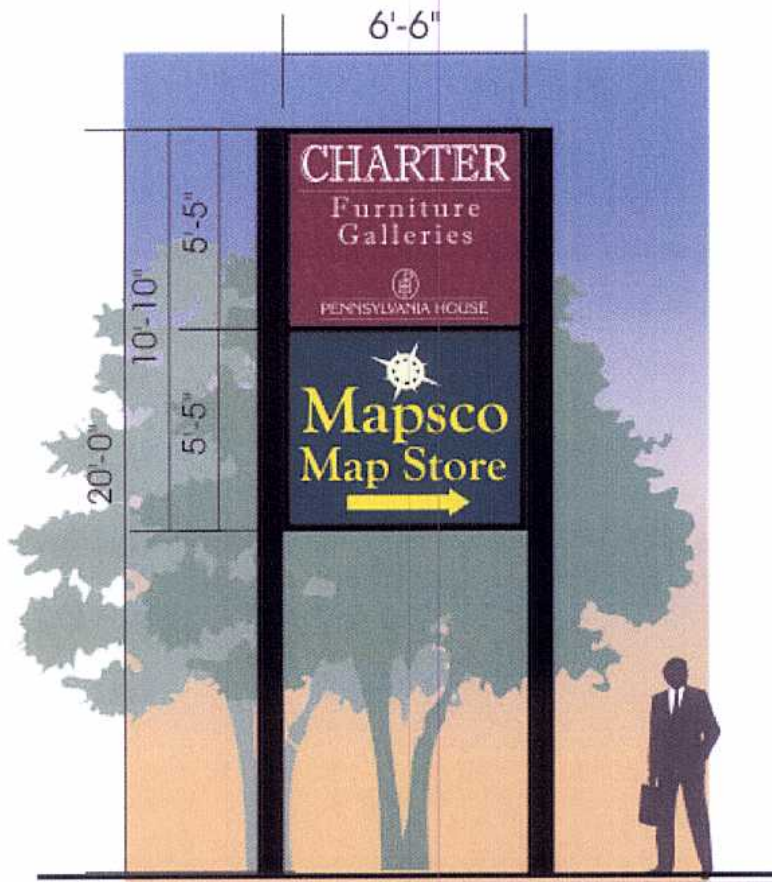
**BAKER SIGN  
COMPANY**  
bakesigns@bcsigns.com

The design is sole property of Baker Sign Company. Any unauthorized use or duplication of this drawing is prohibited.

5213 SUN VALLEY DR. FT. WORTH, TX. 76119  
Phone # 817-572-7346 FAX # 817-483-0839

Created for the approval of: CHARTER FURNITURE  
Approved by: Salesman: EDDIE BAKER Date: NOV. 17, 2006 Drawing #:

Scale: 3/16" = 1'-0" Location:



D.R.D.C.T. &  
V. 79029, P. 984  
M.R.D.C.T.

6' SAN SEW ESMT  
V. 67009, P. 23  
D.R.D.C.T.

*Bridle*

44' DRAINAGE EASEMENT  
V. 79029, P. 984  
M.R.D.C.T.

CONCRETE CHANNEL

*Proposed Sign  
S 15' N*

150,952 sq. ft.  
3.4654 acres

LOT 4

SURVEYOR ADDITION  
ADDISON WEST INDUSTRIAL PARK

V. 79029, P. 984  
M.R.D.C.T.

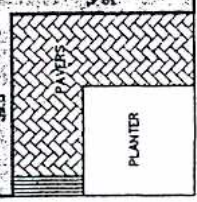
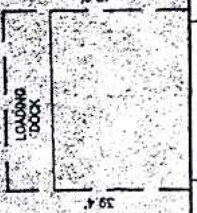
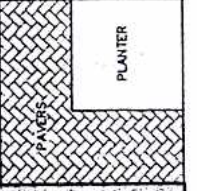
1510' MIDWAY ROAD  
STORY BRICK

*Character Sign*

ASPHALT PAVEMENT

*Midway*

*Sign  
Charter  
Mapped*



*Mapco Sign*

CONCRETE WALK

CONCRETE WALK

CONCRETE PAVEMENT

CONCRETE PAVEMENT

ASPHALT PAVEMENT

*Sign  
Mapco Sign*

483.00'

N 89°51'55" W

CENTURION DRIVE  
(ADDISON WEST DRIVE)

( 60' PUBLIC RIGHT-OF-WAY )

CONCRETE PAVEMENT

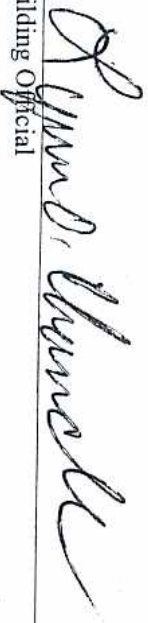
MERITORIOUS EXCEPTION TO THE ADDISON SIGN ORDINANCE STAFF REPORT  
ME 2007-3

Date: December 18, 2006  
Business Name: Enterprise Car Rent a Car

Location of Request: 15500 Midway Rd

<u>Ordinance Requirement</u> Sec. 62-185. Specifications. Both single-tenant and multi-tenant pole signs shall be allowed and shall be governed by the design standards and regulations as set forth in this section.	<u>Request</u>	<u>Variance</u>
<p>(1) Single-tenant pole signs must be exactly 36 square feet in effective area and must be exactly 20 feet in height measured from ground elevation to the top of the sign.</p> <p>(2) Multi-tenant pole signs must be exactly 72 square feet in effective area and must be exactly 20 feet in height measured from ground elevation to the top of the signs. No single-tenant shall occupy more than 36 square feet of sign area on a multi-tenant sign.</p> <p>(3) Design standards shall be as follows:</p> <p>a. <i>Sign supports</i>: 8" X 8" structural steel tubing. Structural steel tubing shall be installed in accordance with Figure 62-185A for single-tenant signs and 62-185B for multi-tenant signs.</p> <p>b. <i>Sign cabinet</i>: Paint grip sheet metal on angle iron frame with angle retaining rim to secure sign face.</p> <p>1. Single-tenant sign cabinet dimensions: 6'10" wide x 5'10" high X 12" deep.</p> <p>2. Multi-tenant sign cabinet dimensions: 6'10" wide X 11'6" high X 12" deep.</p> <p>c. <i>Sign face</i>: plastic sheet.</p> <p>d. <i>Sign finish</i>: Degrease, prime, and finish coat all exposed metal surfaces as required.</p> <p>e. <i>Sign support and cabinet color</i>: Pantone 404(c). Painted surfaces are to match special color; color swatch will be provided by the town. Color number Pantone #404(c).</p> <p>f. <i>Internal illumination</i>: Internal illumination provided by fluorescent lamps spaced no further than 12 inches on center.</p> <p>g. <i>Overall sign height</i>: All signs are to be 20 feet in height.</p>	<p>The applicant is requesting a single-tenant pole sign that has an area of 30 sq ft and does not comply with the dimensional specifications of the ordinance.</p>	<p>The ordinance requires a single-tenant pole sign to have an exact sign face area of 36 square feet, exact dimensions and sign supports of 8" X 8" structural steel tubing and a height of 20'.</p>

STAFF RECOMMENDATION: Staff recommends denial.

STAFF:   
Lynn Chandler, Building Official

# 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: 12/5/2006

Filing Fee: \$200.00

Applicant: Enterprise Leasing Company of DFW,

Address: 152 Bank St

Suite#: \_\_\_\_\_

Southlake  
City

Tx  
State

76092  
Zip

Phone#: (817) 329-1112 x127

Fax#: (817) 329-0307

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

Location where exception is requested:

Pole sign for 15500 Midway, Addison, TX 75001

Reasons for Meritorious Exception:

Enterprise Rent A car's national trade dress requires a 1:5 ratio in its logo. We are seeking a variance to change the cabinet dimensions from 6' 10" wide X 5' 10" high to 12' wide by 30" high. These dimensions will allow us to keep our national logo in proper format and still be visible with passing traffic.

YOU MUST SUBMIT THE FOLLOWING:

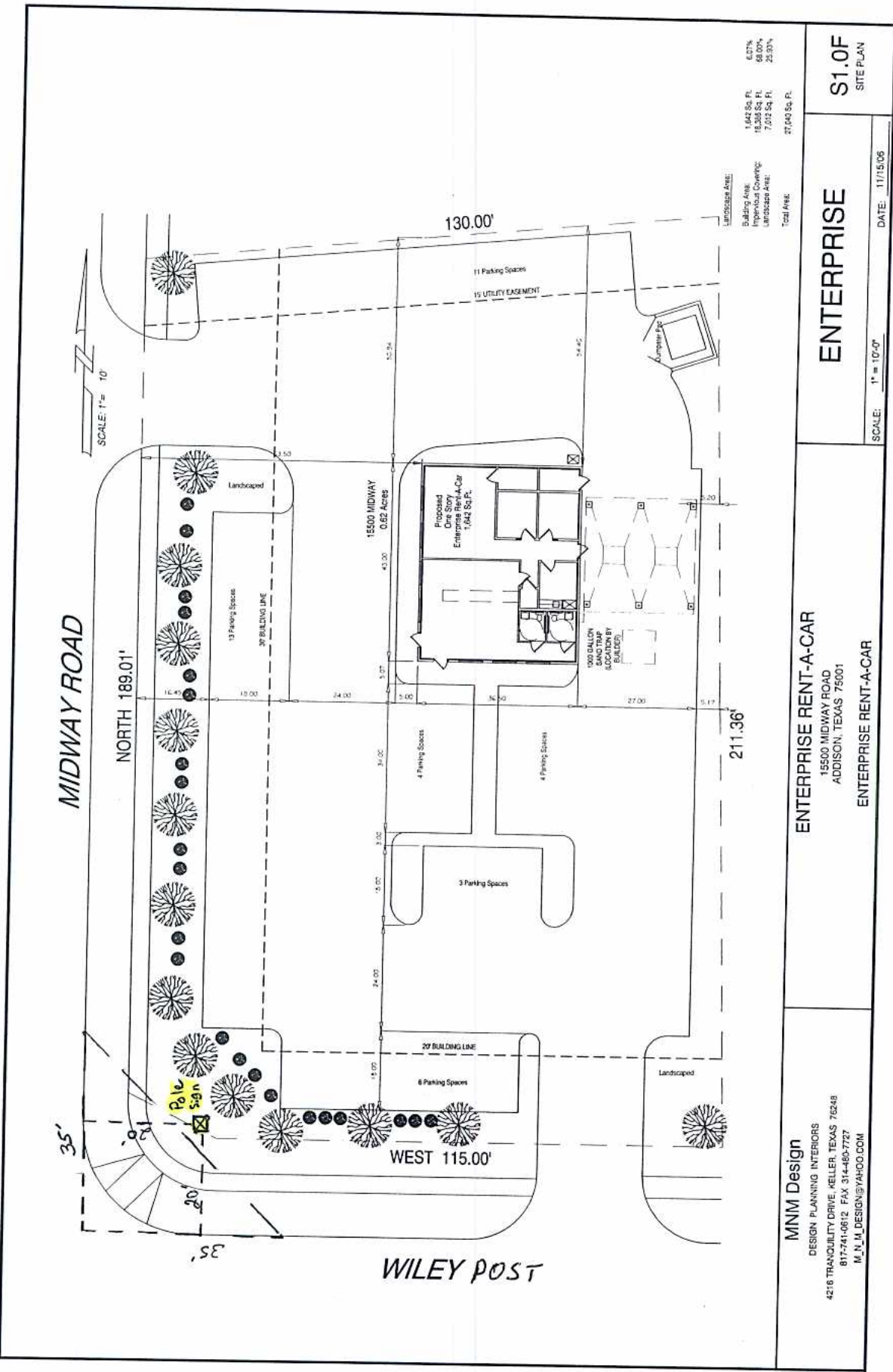
12 COPIES OF THE PROPOSED SIGN SHOWING:

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

Date Fees Paid 12-5-06

Check # 48929

Receipt # 31007



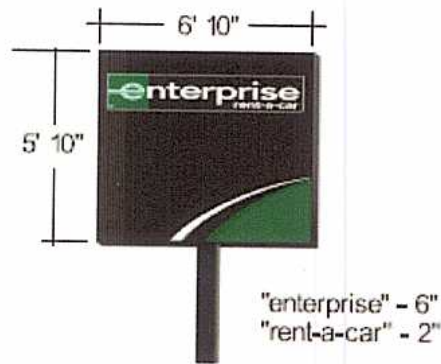
LANDSCAPE AREA:  
 Building Area: 1,642 Sq. Ft. 6.07%  
 Impervious Coverage: 18,268 Sq. Ft. 68.00%  
 Landscape Area: 7,012 Sq. Ft. 25.93%  
 Total Area: 27,940 Sq. Ft.

**ENTERPRISE**  
 S1.0F  
 SITE PLAN

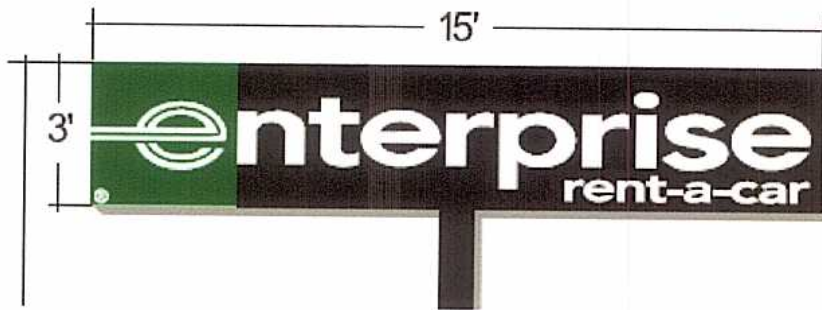
SCALE: 1" = 10'-0"  
 DATE: 11/15/06

**ENTERPRISE RENT-A-CAR**  
 15500 MIDWAY ROAD  
 ADDISON, TEXAS 75001  
**ENTERPRISE RENT-A-CAR**

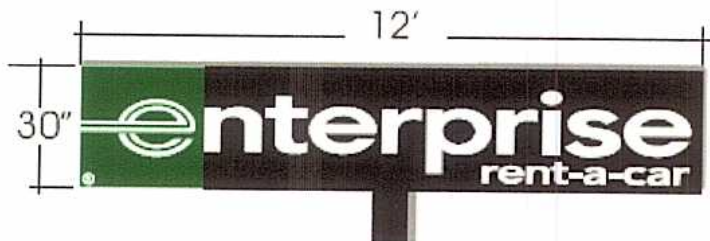
**MNM Design**  
 DESIGN PLANNING INTERIORS  
 4218 TRANQUILITY DRIVE, KELLER, TEXAS 75248  
 817-741-0612 FAX 314-480-7727  
 M.N.M.DESIGN@YAHOO.COM



This layout shows how our logo would look in the 6' 10" x 5' 10" box allowed by code. Enterprise Rent-A-Car is asking for a variance so the letters on the sign will be visible from both the northbound and southbound traffic on Midway Road. You can see a 6" letter on a 20' pole from 100 feet to the sign.



This layout shows how our logo is normally laid out in a 3' x 15' box. Letters here are 15" for "enterprise" and 7" for rent-a-car. This sign will be visible from 410 feet on a 20' pole.



This layout shows how we can alter the box permitted by code and still stay within the 36 square feet. The code allows letters to be 16" high and in this case "enterprise" will be 12" high and "rent-a-car" will be 4" high.



"enterprise" - 15"  
"rent-a-car" - 7"



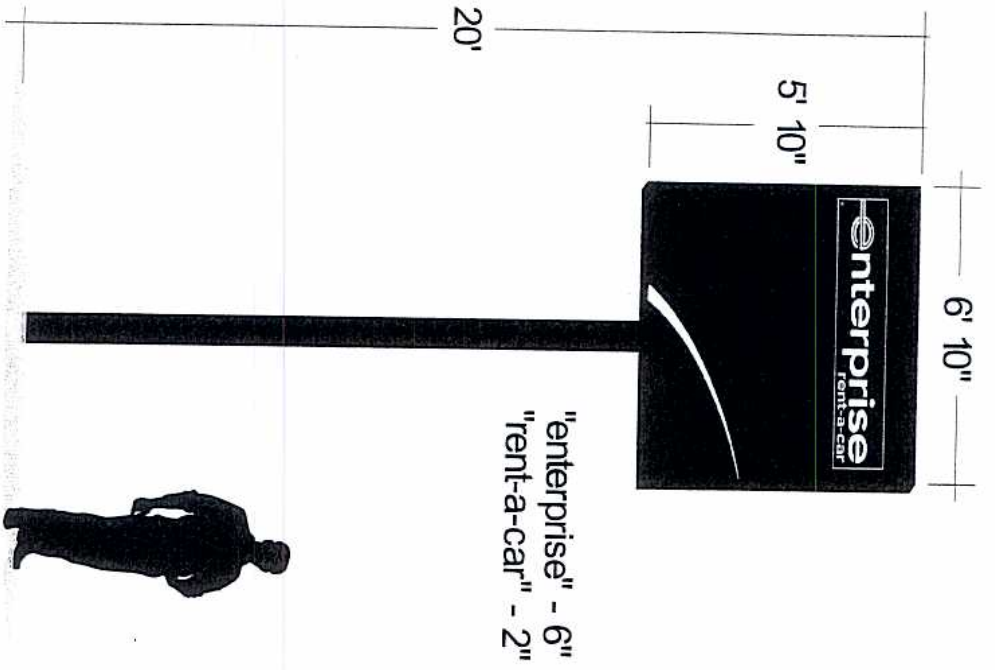
"Enterprise" 12"  
"rent-a-car" 4"



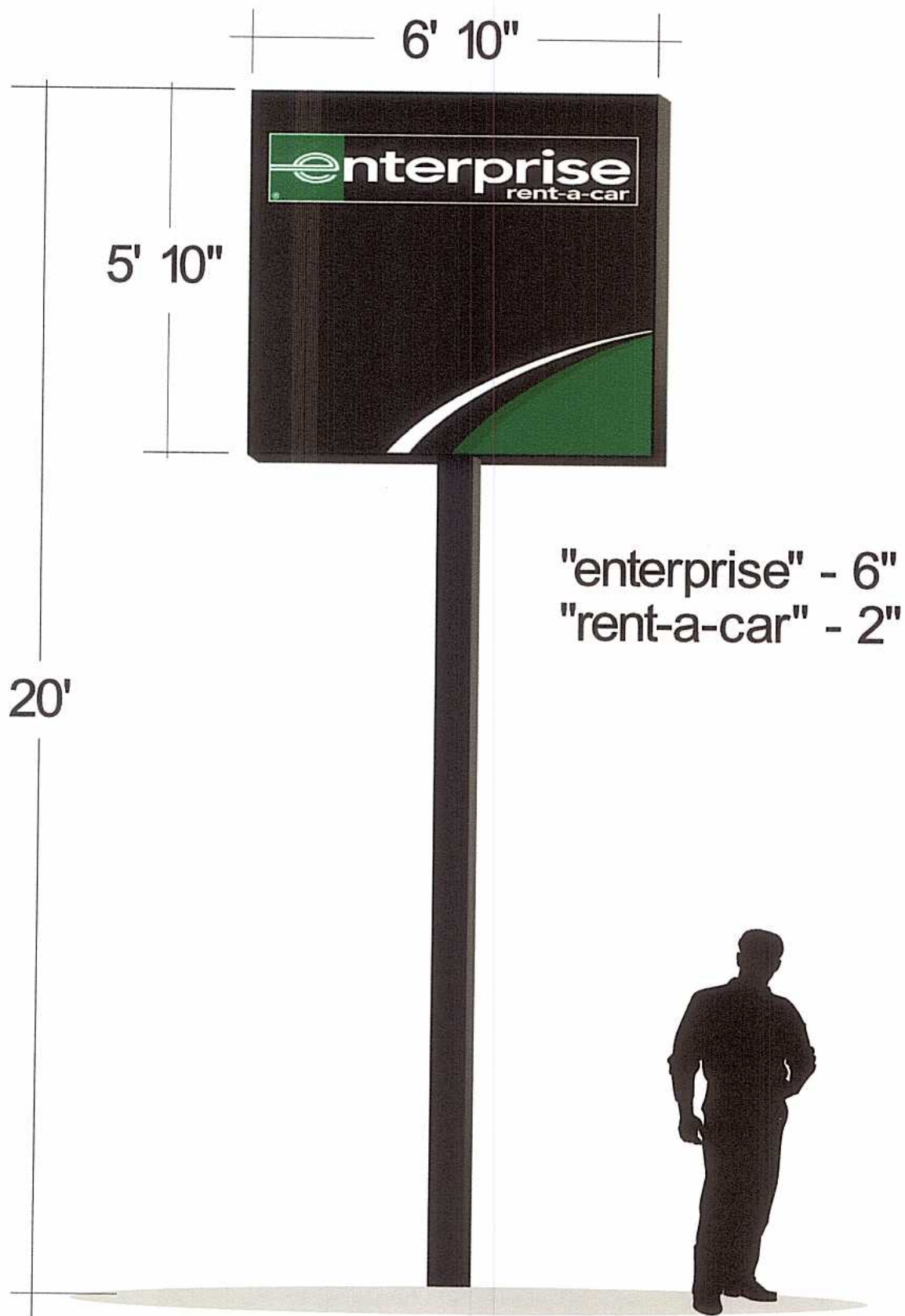
CUSTOMER	Enterprise Rent-A-Car
LOCATION	
CITY, ST ZIP	Addison, TX
DATE	Dec. 7, 2006

FILE NAME:	j/e/ent/0920-new
	2007/pole sign.
	-pdf & -ai





Customer Location	Enterprise Rent-A-Car	File Name:
City/State	Address, TX	filemnt0920-new
Date	Date: 7, 2006	2007/pole sign.pdf



CUSTOMER	Enterprise Rent-A-Car	FILE NAME:	j/e/ent/0920-new
LOCATION			2007/pole sign.
CITY, ST ZIP	Addison, TX		-pdf
DATE	Dec. 7, 2006		

MERITORIOUS EXCEPTION TO THE ADDISON SIGN ORDINANCE

STAFF REPORT

ME 2007-2

Date: December 18, 2006  
Address: 15500 Midway Rd

Business: Enterprise Rent a Car

Ordinance Requirement

Request

Variance

<p>Sec. 62-163. Area. Total effective area of attached signs shall not exceed the following schedules: (1) On an attached sign located at a height of up to 36 ft, the effective area is limited to 1 sq ft of sign area for each linear foot of building frontage not to exceed 100 sq ft (2) An attached sign located at or exceeding a height of 36 ft shall be permitted an increase in maximum effective area. Such increases shall not exceed 4 sq ft in effective area for each additional 1 ft of height above 36 ft measured from the base of the sign to the building grade. (3) Attached signs may be located on each facade; however, the sum of the effective area of all attached signs shall not exceed twice the allowable effective area as specified in subsections (1) and (2) of this section. (4) Building with 4 or more stories in height may have not more than 2 attached signs per facade provided that: a. Each sign is designated for a separate tenant. b. One sign must be located on or near the uppermost story of the building while the 2<sup>nd</sup> sign is to be located on the 1<sup>st</sup> or ground level floor. c. Signs may be no closer than 30 ft apart. d. The combined effective sq footage of both signs may not exceed twice the allowed effective sq footage as specified in subsections (1) and (2) of this section. (5) Maximum letter/logo height of attached signs shall not exceed twice the allowable effective area as specified in subsections (1) and (2) of this section. Maximum letter/logo height of attached signs shall be determined by the following schedule:</p> <table border="1" data-bbox="527 48 755 420"> <thead> <tr> <th>Sign Height (feet)</th> <th>Maximum Letter/Logo Height (inches)</th> </tr> </thead> <tbody> <tr> <td>0 - 36</td> <td>16</td> </tr> <tr> <td>37 - 48</td> <td>36</td> </tr> <tr> <td>49 - 100</td> <td>48</td> </tr> <tr> <td>101 - 150</td> <td>60</td> </tr> <tr> <td>151 and up</td> <td>7</td> </tr> </tbody> </table> <p>a. Letter heights in excess of 72 inches must be approved by the city council. b. Not more than 50% of the letters in each individual sign height category may be 25% taller than the specified maximum letter/logo height. (6) Copy on awnings is allowed in accordance with the above regulations for area and letter height. For back-lit awnings, the area of the sign shall be based on the area of the awning that is back-lit or illuminated.</p> <p>Sec. 62-285. Luminescent gaseous tubing.</p> <p>The use of tubes which contain luminescent inert gases, but not limited to, neon, argon, and krypton and which are visible from the exterior of structures, is specifically prohibited except as an attached sign which shall conform to this chapter.</p> <p>STAFF RECOMMENDATION: Staff recommends denial.</p>	Sign Height (feet)	Maximum Letter/Logo Height (inches)	0 - 36	16	37 - 48	36	49 - 100	48	101 - 150	60	151 and up	7	<p>The applicant is requesting: A sign on the west facade with an area of approximately 148 sq ft and a sign on the south facade with an area of approximately 119 sq ft.</p>	<p>The ordinance allows 1 Sq. Ft. of signage for each Ft. of building length up to 100 Sq. Ft. and a maximum letter height of 20" for 50% of the letters with the remaining letters to be 16" or less in height. Therefore: The west facade is 44.5 feet in length so the ordinance would allow a 44.5 sq ft sign. The south facade is 61 feet in length so the ordinance would allow a 61 sq ft sign.</p>
Sign Height (feet)	Maximum Letter/Logo Height (inches)													
0 - 36	16													
37 - 48	36													
49 - 100	48													
101 - 150	60													
151 and up	7													

STAFF:   
Lynn Chandler, Building Official



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: 12/5/06

Filing Fee: \$200.00

Applicant: Enterprise Leasing Company of DFW

Address: 152 Bank St Suite#: \_\_\_\_\_

Southlake Tx 76092 Phone#: (817) 329-1112 x127  
City State Zip

Fax#: (817) 329-0307

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

Location where exception is requested:

15500 Midway Rd, Addison, TX 75001

Reasons for Meritorious Exception:

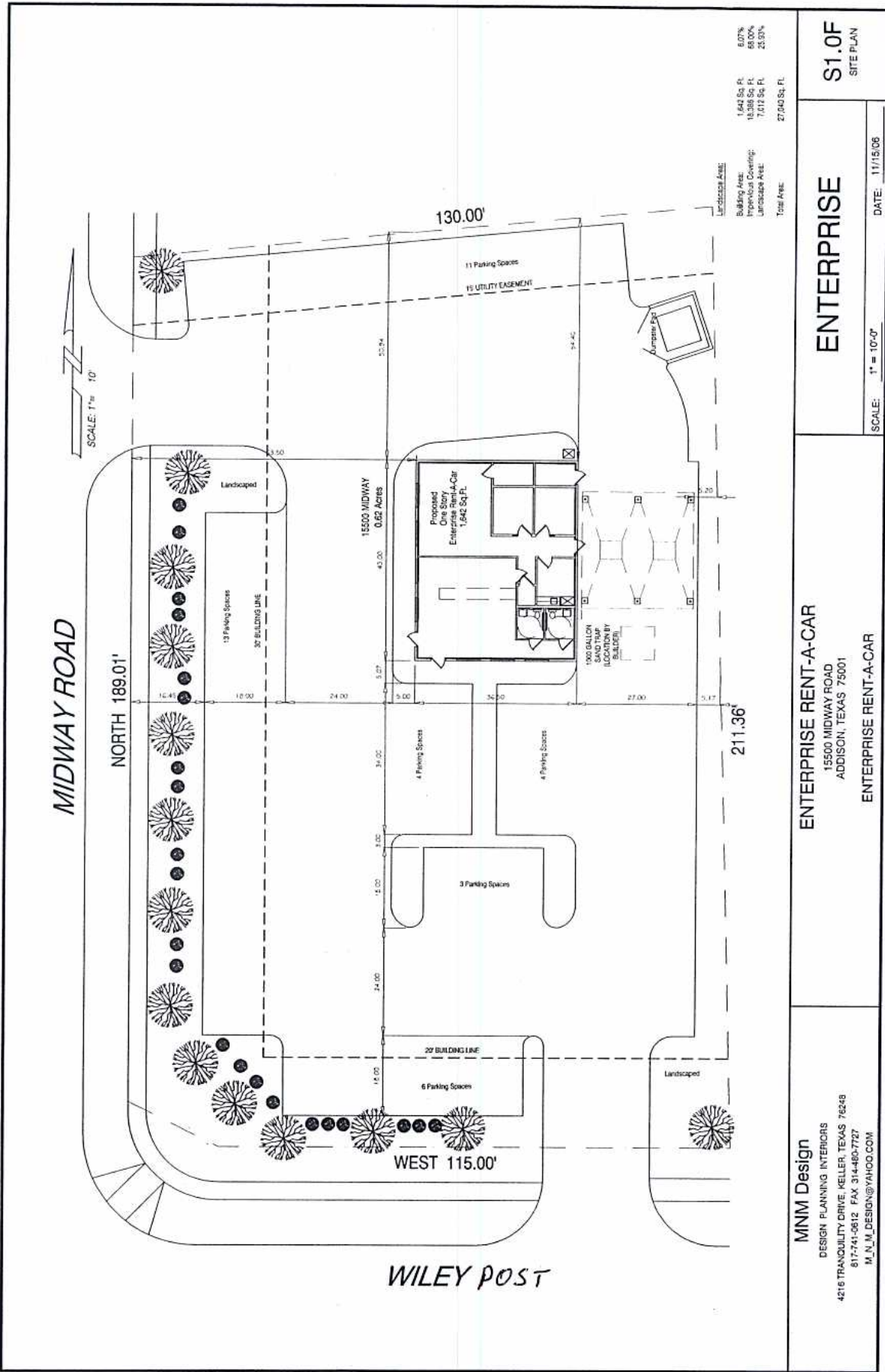
Additional square feet for illuminated fascia on south and west elevations. The additional fascia will not contain lettering or logo, it makes the building finished off + to be uniformed. Logo and lettering will comply with local code ordinances.

#### YOU MUST SUBMIT THE FOLLOWING:

12 COPIES OF THE PROPOSED SIGN SHOWING:

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

Date Fees Paid 12-5-06 Check # 98929 Receipt # 4831006



**ENTERPRISE**

SCALE: 1" = 10'-0" DATE: 11/15/06

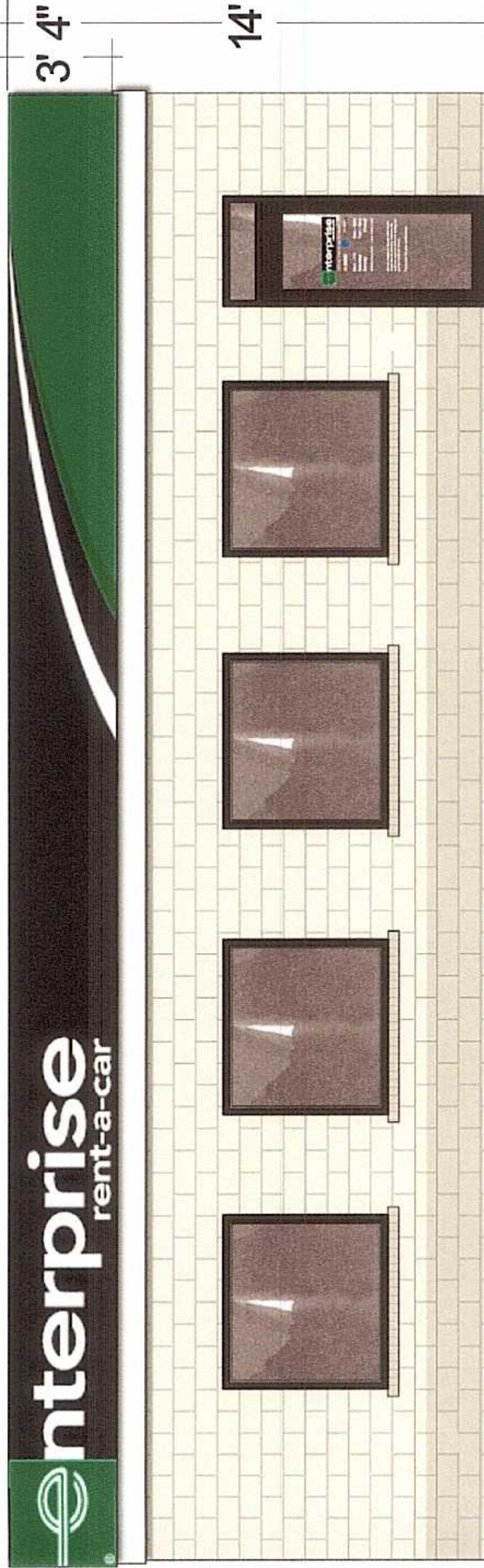
**ENTERPRISE RENT-A-CAR**  
15500 MIDWAY ROAD  
ADDISON, TEXAS 75001  
**ENTERPRISE RENT-A-CAR**

**MNM Design**  
DESIGN PLANNING INTERIORS  
4216 TRANQUILITY DRIVE, KELLER, TEXAS 75248  
817-741-0812 FAX 314-480-7727  
M.N.M.\_DESIGN@YAHOO.COM

**S1.0F**  
SITE PLAN

"enterprise" - 19"  
"rent-a-car" - 8"

44' 6"

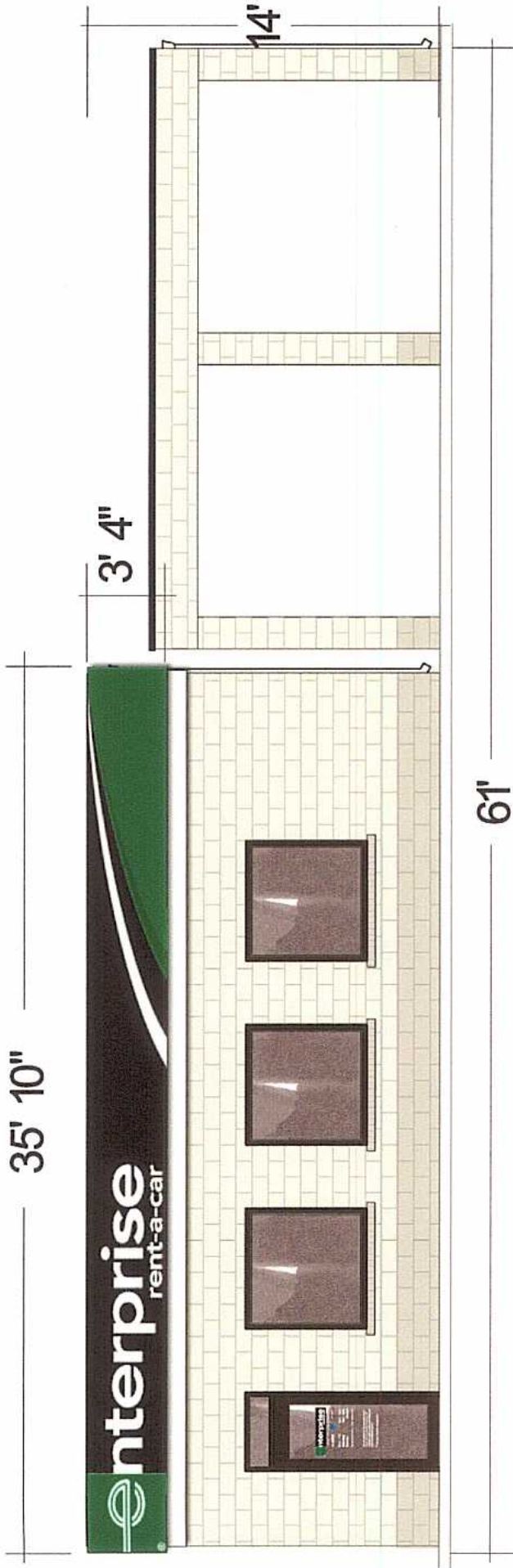


CUSTOMER  
LOCATION  
CITY, ST ZIP  
DATE

Enterprise Rent-A-Car  
Addison, TX  
Dec. 7, 2006

FILE NAME:  
j/ent/0920-new  
2007/wall sign.  
-pdf

"enterprise" - 19"  
"rent-a-car" - 8"



CUSTOMER	Enterprise Rent-A-Car	FILE NAME:	j/ent/0920-new
LOCATION	Addison, TX		2007/wall sign.
CITY, ST ZIP			-pdf
DATE	Dec. 7, 2006		

MERTORIOUS EXCEPTION TO THE ADDISON SIGN ORDINANCE  
STAFF REPORT  
ME 2007-4

Date: December 20, 2006  
Address: 3719 belt Line Rd

Business: Sprint

Ordinance Requirement

Sec. 62-163. Area.

Total effective area of attached signs shall not exceed the following schedules:

(1) On an attached sign located at a height of up to 36 ft, the effective area is limited to 1 sq ft of sign area for each linear foot of building frontage not to exceed 100 sq ft

(2) An attached sign located at or exceeding a height of 36 ft shall be permitted an increase in maximum effective area. Such increases shall not exceed 4 sq ft in effective area for each additional 1 ft of height above 36 ft measured from the base of the sign to the building grade.

(3) Attached signs may be located on each facade; however, the sum of the effective area of all attached signs shall not exceed twice the allowable effective area as specified in subsections (1) and (2) of this section.

(4) Building with 4 or more stories in height may have not more than 2 attached signs per facade provided that:

a. Each sign is designated for a separate tenant.

b. One sign must be located on or near the uppermost story of the building while the 2<sup>nd</sup> sign is to be located on the 1<sup>st</sup> or ground level floor.

c. Signs may be no closer than 30 ft apart.

d. The combined effective sq footage of both signs may not exceed twice the allowed effective sq footage as specified in subsections (1) and (2) of this section.

(5) Maximum letter/logo height of attached signs shall not exceed twice the allowable effective area as specified in subsections (1) and (2) of this section. Maximum letter/logo height of attached signs shall be determined by the following schedule:

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

a. Letter heights in excess of 72 inches must be approved by the city council.  
b. Not more than 50% of the letters in each individual sign height category may be 25% taller than the specified maximum letter/logo height.

(6) Copy on awnings is allowed in accordance with the above regulations for area and letter height. For back-lit awnings, the area of the sign shall be based on the area of the awning that is back-lit or illuminated.

Sec. 62-285. Luminescent gaseous tubing.

The use of tubes which contain luminescent inert gases, but not limited to, neon, argon, and krypton and which are visible from the exterior of structures, is specifically prohibited except as an attached sign which shall conform to this chapter.

**STAFF RECOMMENDATION:** Staff recommends denial of the sign as requested. However since the sign will be located approximately 112' from Belt Line Rd staff will recommend a maximum letter height of 24" and a maximum logo height of 30".

STAFF:

*Lynn Chandler*  
Lynn Chandler, Building Official

Request

The applicant is requesting:

A sign on the south facade with letters 30" in height, a logo 40" in height and an area of approximately 33 sq ft.

Variance

The ordinance allows 1 Sq. Ft. of signage for each Ft. of building length up to 100 Sq. Ft. and a maximum letter height of 20" for 50% of the letters with the remaining letters to be 16" or less in height.

The space is 24.5 ft in width therefore the sign could not exceed 24.5 sq ft in area.

112' from Belt Line Rd staff will



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: December 6, 2006

Filing Fee: \$200.00

Applicant: CGS Signs

Address: 7348 Tower St.

Suite#:

817-589-8588

City: Ft. Worth, Tx. State: 76118

Zip

Phone#:

Fax#:

817-595-7510

Status of Applicant: Owner

Tenant

Agent X

Location where exception is requested:

Sprint 3719 Beltline Rd.

Reasons for Meritorious Exception:

An exception is being requested for a larger Sprint sign to have adequate visibility to attract customers to this business. The current sign looks dwarfed on the wall and is hard to see from the street. The Sprint typestyle also lends to making the sign appear much smaller than other signs in the center.

YOU MUST SUBMIT THE FOLLOWING:

12 COPIES OF THE PROPOSED SIGN SHOWING:

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

Date Fees Paid 12-6-06 Check # Receipt # 2860



Current sign at 3719 Beltline Rd



**Sprint**

3719

LOANS  
UP TO  
\$1500

OPEN  
Sprint  
Partner with Nextel

Nextel  
Sprint  
5 DAY SALE  
ALL ACCESSORIES  
50% OFF

Sprint

Sprint  
5 DAY SALE  
ALL ACCESSORIES  
50% OFF

NEXTEL  
SOLD HERE

RESERVED  
PARKING  
ACCESSIBLE  
VAN

3:43 PM

3719 Beltline Road



2.0 Feet

8 Feet

2.5 Feet

22 Ft. Bldg Ht.

24.5 Ft. Lease Space

3719 Beltline Road

10 Feet

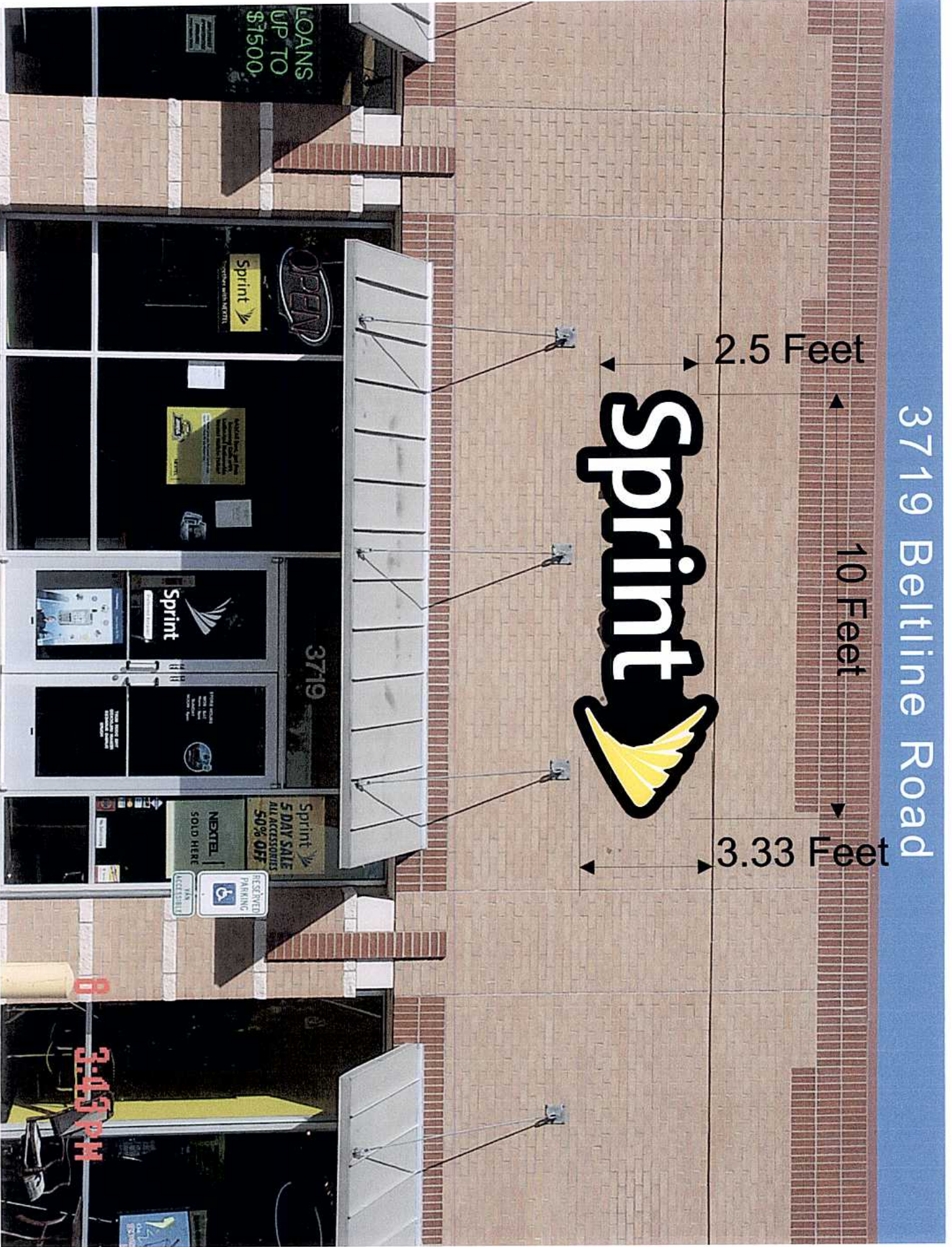
2.5 Feet



3.33 Feet

22 Ft. Bldg Ht.

24.5 Ft. Lease Space



3719 Beltline Road

