



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

---

**REGULAR MEETING OF THE CITY COUNCIL**

**7:30 P.M.**

**MAY 12, 2009**

**TOWN HALL**

**5300 BELT LINE ROAD**

---

**REGULAR SESSION**

---

Pledge of Allegiance

Item #R1 - Consideration of Old Business.

Introduction of Employees

Discussion of Upcoming Events

---

Item #R2 - Consent Agenda.

---

#2a - Approval of the Minutes for:

April 28, 2009, Regular City Council Meeting and Work Session

---

Item #R3 - Presentation of Wipe Out Kids' Cancer (WOKC) donations raised at the 2009 Raul Acevedo Bowl-A-Thon.

Attachment:

1. Council Agenda Item Overview
- 

Item #R4 - Presentation, discussion and consideration of approval of an ordinance providing for a meritorious exception to Sec. 62-185, Specifications and Sec. 62-285, Luminescent gaseous tubing of the Code of Ordinances (Sign Ordinance) for Sigel's Beverages located at 15003 Inwood Road.

Attachments:

1. Staff Report
2. Application
3. Plat w/picture

Administrative Recommendation:

Administration recommends approval.

---

Item #R5 - Presentation, discussion and consideration of approval of World Affairs Council (WAC) contract for WorldFest consulting services.

Attachment:

1. Council Agenda Item Overview
2. Contract

Administrative Recommendation

Administration recommends approval.

---

Item#R6 - REPLAT/Meridian Square. Presentation, discussion and consideration of approval of a replat for 45 townhome lots and three (3) condominium lots, located at the southeast corner of Quorum Drive and Airport Parkway, on application from Addison Urban Land Development Partners, LLC, represented by Mr. Casey Ross of Dowdey, Anderson & Associates.

---

Attachments:

1. Docket map
2. Staff report
3. Plat

The Addison Planning and Zoning Commission, meeting in regular session on April 23, 2009, voted to recommend approval of the replat for Meridian Square, subject to the following condition:

1. The centerline location and dimension shown for Quorum Drive appear to be incorrect. Please address.

Voting Aye: DeFrancisco, Doherty, Gaines, Hewitt, Wheeler, Wood

Voting Nay: None

Absent: None, one seat vacant.

Administrative Recommendation

Administration recommends approval.

---

Item#R7 - **PUBLIC HEARING** (Case 1578-SUP/Subway Sandwich Shop) on, presentation, discussion and consideration of approval of an ordinance changing the zoning on a tract of land located at 16246 Midway Road, within the I-1 Industrial-1 zoning district, by approving a Special Use Permit for a restaurant, on application from Subway Sandwich Shop, represented by Mr. Rabih Asmar.

Attachments:

1. Docket map
2. Staff report
3. Plans

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on April 23, 2009, voted to recommend approval of the request for a Special Use Permit for a restaurant, on application from Subway Sandwich Shop, subject to no conditions.

---

Voting Aye: DeFrancisco, Doherty, Gaines, Hewitt, Wheeler, Wood  
Voting Nay: None  
Absent: None, one seat vacant

Administrative Recommendation

Administration recommends approval.

---

Item#R8 - **PUBLIC HEARING** (Case 1579-SUP/The Quarter) on, presentation, discussion and consideration of approval of an ordinance changing the zoning on a tract of land located at 15201 Addison Road, within the LR Local Retail zoning district, by amending an existing Special Use Permit for a restaurant and amending an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption, in order to add a bar to an existing patio, on application from The Quarter, represented by Mr. Rudy Delgado.

Attachments:

1. Docket map
2. Staff report
3. Plans

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on April 23, 2009, voted to recommend approval of the amendment to an existing Special Use Permit for a restaurant, and an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption, subject to no conditions:

Voting Aye: DeFrancisco, Doherty, Gaines, Hewitt, Wheeler, Wood  
Voting Nay: None  
Absent: None, one seat vacant

Administrative Recommendation

Administration recommends approval.

---

Adjourn Meeting

---

Posted:

May 8, 2009 at 5:00 P.M.

Lea Dunn - 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  
WORK SESSION**

April 28, 2009  
6:00 P.M. – Town Hall  
5300 Belt Line Road  
Upstairs Conference Room

Council Members Present:

Mayor Chow, Councilmembers Braun, Daseke, Hirsch, Lay, Mellow and Niemann

Absent:       None

Work Session

Item #WS1 - Presentation and discussion regarding a water conservation ordinance.

Lauren Clark made the presentation and led the discussion regarding a water conservation ordinance.

There was no action taken.

Item #WS2 - Presentation and discussion regarding an ordinance establishing regulations and standards for and relating to the cross-connection control of water connections within the Town.

Nancy Kline and Jerry Davis introduced Brian Hardin of Brown and Caldwell who made the presentation and led the discussion regarding an ordinance establishing regulations and standards for and relating to the cross-connection control of water connections within the Town.

There was no action taken.

\_\_\_\_\_  
Mayor-Joe Chow

Attest:

\_\_\_\_\_  
City Secretary-Lea Dunn

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

April 28, 2009  
7:30 P.M. – Town Hall  
5300 Belt Line Road  
Council Chambers

Present: Mayor Chow, Councilmembers Braun, Daseke, Hirsch, Lay, Mellow and Niemann

Absent: None

Regular Session

Item #R1 - Consideration of Old Business.

The following employees were introduced to the Council: Robert McFarland with the Public Works Department and Jacob Sample with the Police Department.

Bob Phillips presented the prestigious Telly Award which was awarded to the Town of Addison for outstanding advertising, video and film production.

Item #R2 - Consent Agenda.

#2a - Approval of the Minutes for:

April 4, 2009, Special Meeting of the City Council  
April 14, 2009, Regular City Council Meeting and Work Session

Councilmember Hirsch moved to approve the Minutes for:

April 4, 2009, Special Meeting of the City Council  
April 14, 2009, Regular City Council Meeting and Work Session

Councilmember Braun seconded. Motion carried.

Voting Aye: Chow, Braun, Daseke, Hirsch, Lay, Mellow and Niemann  
Voting Nay: None  
Absent: None

Item #R3 – Discussion and consideration of approval of an appointment of a member to the Board of Zoning Adjustment to replace Kathryn Wheeler (appointment recommendation to be received from Council Member Daseke).

Councilmember Daseke moved to appoint Derek Blount to the Board of Zoning Adjustment.

Councilmember Braun seconded. Motion carried.

Voting Aye: Chow, Braun, Daseke, Hirsch, Lay, Mellow and Niemann  
Voting Nay: None  
Absent: None

Item #R4 - Presentation, discussion and consideration of approval of an ordinance providing for certain amendments to Chapter 10, Animals, of the Code of Ordinances of the Town, including the addition of provisions concerning leaving animals unattended in a vehicle and feeding of waterfowl, amendments to the provision regarding the number of animals allowed in a residence, and other amendments.

Mayor Chow recognized Addison residents:

Yvette Pelky, 3868 Ridgelake  
Tracy Wells, 3871 Weller Run Court  
Doug Wells, 3871 Weller Run Court

Councilmember Niemann moved to approve Ordinance No. 009-008 providing for amendments to various sections and provisions of Chapter 10, Animals, of the Code of Ordinances of the Town, with a modification to the proposed amendment to Section 10-111 (number of animals allowed) by dividing the first sentence into two sentences to clarify that a person may keep no more than four (4) dogs over the age of 16 weeks and, in addition, no more than five (5) other animals over the age of 16 weeks.

Councilmember Mellow seconded. Motion carried.

Voting Aye: Chow, Braun, Daseke, Hirsch, Lay, Mellow and Niemann  
Voting Nay: None  
Absent: None

Councilmember Braun recused himself for Item #R5 and left Council Chambers. He did not participate in the discussion or vote.

Item #R5 - Presentation, discussion and consideration of approval of an ordinance abandoning various water, sanitary sewer and utility easements within that area of the Town generally known as Vitruvian Park.

Councilmember Daseke moved to approve Ordinance 009-009 through 009-013, abandoning various water, sanitary sewer and utility easements within that area of the Town generally known as Vitruvian Park.

Councilmember Lay seconded. Motion carried.



Voting Aye: Chow, Daseke, Hirsch, Lay, Mellow and Niemann  
Voting Nay: None  
Absent: None  
Abstaining: Braun

Item #R6 - Presentation, discussion and consideration of approval of a construction contract with North Texas Contracting, Inc., in the amount of \$5,954,740.00, with a contract duration of 365 calendar days, for the construction of certain public infrastructure (including streets, water and sanitary sewer lines, and other public infrastructure improvements) within that area of the Town generally known as Vitruvian Park (Vitruvian Park Public Infrastructure Project – Phase 1B).

Councilmember Niemann moved to approve a construction contract with North Texas Contracting, Inc., in the amount of \$5,954,740.00, with a contract duration of 365 calendar days, for the construction of certain public infrastructure (including streets, water and sanitary sewer lines, and other public infrastructure improvements) within that area of the Town generally known as Vitruvian Park (Vitruvian Park Public Infrastructure Project – Phase 1B).

Councilmember Mellow seconded. Motion carried.

Voting Aye: Chow, Daseke, Hirsch, Lay, Mellow and Niemann  
Voting Nay: None  
Absent: None  
Abstaining: Braun

Item #R7- Presentation, discussion and consideration of approval of an Assignment and Construction Services Agreement between the Town of Addison and UDR, Inc., in the amount of \$476,379.20, for and regarding the management of the construction of certain public infrastructure (including streets, water and sanitary sewer lines, and other public infrastructure improvements) within that area of the Town generally known as Vitruvian Park (Vitruvian Park Public Infrastructure Project – Phase 1B).

Councilmember Niemann moved to approve a Construction Services Agreement between the Town of Addison and UDR, Inc., in the amount of \$476,379.20, for and regarding the management of the construction of certain public infrastructure (including streets, water and sanitary sewer lines, and other public infrastructure improvements) within that area of the Town generally known as Vitruvian Park (Vitruvian Park Public Infrastructure Project – Phase 1B).

Councilmember Daseke seconded. Motion carried.

Voting Aye: Chow, Daseke, Hirsch, Lay, Mellow and Niemann  
Voting Nay: None  
Absent: None

Abstaining: Braun

Item #R8 - Presentation, discussion and consideration of approval of a Construction and Utility Adjustment Agreement between the Town of Addison and Southwestern Bell Telephone Company, d/b/a AT&T Texas to implement the construction of the duct bank and the relocation of AT&T facilities for the Vitruvian Park Public Infrastructure Project – Phase 1B project.

Councilmember Niemann moved to approve a Construction and Utility Adjustment Agreement between the Town of Addison and Southwestern Bell Telephone Company, d/b/a AT&T Texas to implement the construction of the duct bank and the relocation of AT&T facilities for the Vitruvian Park Public Infrastructure Project – Phase 1B project.

Councilmember Daseke seconded. Motion carried.

Voting Aye: Chow, Daseke, Hirsch, Lay, Mellow and Niemann  
Voting Nay: None  
Absent: None  
Abstaining: Braun

Councilmember Braun returned to Council Chambers.

Item #R9 - Presentation, discussion and consideration of approval of a contract with Jim Bowman Construction Company, LP, in the amount of \$224,646.00, for Miscellaneous Pavement Improvements throughout the Town.

Councilmember Niemann moved to approve a contract with Jim Bowman Construction Company, LP, in the amount of \$224,646.00, for Miscellaneous Pavement Improvements throughout the Town.

Councilmember Daseke seconded. Motion carried.

Voting Aye: Chow, Braun, Daseke, Hirsch, Lay, Mellow and Niemann  
Voting Nay: None  
Absent: None

Item #R10 - Presentation, discussion and consideration of approval to enter into a Project Supplemental Agreement (PSA) with Dallas County to contract for the implementation of a Traffic Signal Upgrade – MCIP Project 10301 within the Town.

Councilmember Braun moved to approve entering into a Project Supplemental Agreement (PSA) with Dallas County to contract for the implementation of a Traffic Signal Upgrade – MCIP Project 10301 within the Town.

Councilmember Daseke seconded. Motion carried.

Voting Aye: Chow, Braun, Daseke, Hirsch, Lay, Mellow and Niemann  
Voting Nay: None  
Absent: None

Item #R11 - Presentation, discussion and consideration of approval of an ordinance adding a new Section 82-98 to the City's Code of Ordinances regarding and relating to water conservation.

Councilmember Braun moved to approve Ordinance 009-014 adding a new Section 82-98 to the City's Code of Ordinances regarding and relating to water conservation.

Councilmember Daseke seconded. Motion carried.

Voting Aye: Chow, Braun, Daseke, Hirsch, Lay, Mellow and Niemann  
Voting Nay: None  
Absent: None

Item #R12 - Presentation, discussion and consideration of approval of an ordinance adding a new Section 82-97 to the City's Code of Ordinances regarding and relating to cross-connection control of water connections, including provisions for backflow prevention assembly requirements, fire protection systems, fees, suspension of utility service, enforcement, penalty, and other and related standards and provisions, and repealing Section 82-94 of the Code of Ordinances regarding installation of check valves.

Councilmember Daseke moved to approve Ordinance 009-015 adding a new Section 82-97 to the City's Code of Ordinances regarding and relating to cross-connection control of water connections, including provisions for backflow prevention assembly requirements, fire protection systems, fees, suspension of utility service, enforcement, penalty, and other and related standards and provisions, and repealing Section 82-94 of the Code of Ordinances regarding installation of check valves.

Councilmember Braun seconded. Motion carried.

Voting Aye: Chow, Braun, Daseke, Hirsch, Lay, Mellow and Niemann  
Voting Nay: None  
Absent: None

Item #R13 - Presentation, discussion and consideration of approval for the Addison Fire Department to submit a grant application to the U.S. Department of Homeland Security, Assistance to Firefighters Grant Program.

Councilmember Daseke moved to approve for the Addison Fire Department to submit a grant application to the U.S. Department of Homeland Security, Assistance to Firefighters Grant Program.

Councilmember Lay seconded. Motion carried.

Voting Aye: Chow, Braun, Daseke, Hirsch, Lay, Mellow and Niemann  
Voting Nay: None  
Absent: None

Item #R14 - Presentation, discussion and consideration of approval of an agreement with BlueLine Services, for the purchase and replacement of the Town Local Area Network servers, in the amount of \$140,859.54, subject to the City Attorney's final approval.

Councilmember Daseke moved to approve an agreement with BlueLine Services, for the purchase and replacement of the Town Local Area Network servers, in the amount of \$140,859.54, subject to the City Attorney's final approval.

Councilmember Niemann seconded. Motion carried.

Voting Aye: Chow, Braun, Daseke, Hirsch, Lay, Mellow and Niemann  
Voting Nay: None  
Absent: None

Item #R15 - Presentation, discussion and consideration of approval of an agreement with TFE Connect, for the purchase and replacement of the Town Local Area Network storage and routers, in the amount of \$116,548.33, subject to the City Attorney's final approval.

Councilmember Daseke moved to approve an agreement with TFE Connect, for the purchase and replacement of the Town Local Area Network storage and routers, in the amount of \$116,548.33, subject to the City Attorney's final approval.

Councilmember Braun seconded. Motion carried.

Voting Aye: Chow, Braun, Daseke, Hirsch, Lay, Mellow and Niemann  
Voting Nay: None  
Absent: None

Item #R16 - Presentation, discussion and consideration of approval of an agreement with CompuCom, for the purchase and replacement of the storage resources and management software, backup hardware and software, KVM devices, and VMWare products, in the amount of \$188,599.94, subject to the City Attorney's final approval.

Councilmember Niemann moved to approve an agreement with CompuCom, for the purchase and replacement of the storage resources and management software, backup hardware and software, KVM devices, and VMWare products, in the amount of \$188,599.94, subject to the City Attorney's final approval.

Councilmember Lay seconded. Motion carried.

Voting Aye: Chow, Braun, Daseke, Hirsch, Lay, Mellow and Niemann

Voting Nay: None

Absent: None

Item #R17 - Presentation, discussion and consideration of approval of an agreement with Solid IT Networks, Inc., for the purchase and replacement of the Town Local Area Network switches and localized indoor wireless devices, in the amount of \$146,783.00, subject to the City Attorney's final approval.

Councilmember Daseke moved to approve an agreement with Solid IT Networks, Inc., for the purchase and replacement of the Town Local Area Network switches and localized indoor wireless devices, in the amount of \$146,783.00, subject to the City Attorney's final approval.

Councilmember Hirsch seconded. Motion carried.

Voting Aye: Chow, Braun, Daseke, Hirsch, Lay, Mellow and Niemann

Voting Nay: None

Absent: None

Item #R18 - Presentation, discussion and consideration of approval of an agreement with CDWG, for the purchase and replacement of the UPS (uninterrupted power supply), Citrix remote access gateway software, and DR (Disaster Recovery) software, in the amount of \$31,884.00, subject to the City Attorney's final approval.

Councilmember Daseke moved to approve an agreement with CDWG, for the purchase and replacement of the UPS (uninterrupted power supply), Citrix remote access gateway software, and DR (Disaster Recovery) software, in the amount of \$31,884.00, subject to the City Attorney's final approval.

Councilmember Hirsch seconded. Motion carried.

Voting Aye: Chow, Braun, Daseke, Hirsch, Lay, Mellow and Niemann

Voting Nay: None

Absent: None

Item #R19 - Presentation, discussion and consideration of approval of an agreement with Peak Resources, Inc., for the license upgrade and replacement of the Town Local Area Network firewall, in the amount of \$40,765.00, subject to the City attorney's final approval.

Councilmember Daseke moved to approve an agreement with Peak Resources, Inc., for the license upgrade and replacement of the Town Local Area Network firewall, in the amount of \$40,765.00, subject to the City attorney's final approval.

Councilmember Niemann seconded. Motion carried.

Voting Aye: Chow, Braun, Daseke, Hirsch, Lay, Mellow and Niemann  
Voting Nay: None  
Absent: None

Item #R20 - Presentation, discussion and consideration of approval of an agreement with SHI Direct, for the purchase and upgrade of the Town Local Area Network Microsoft licenses, in the amount of \$166,020.00.

Councilmember Niemann moved to approve an agreement with SHI Direct, for the purchase and upgrade of the Town Local Area Network Microsoft licenses, in the amount of \$166,020.00.

Councilmember Lay seconded. Motion carried.

Voting Aye: Chow, Braun, Daseke, Hirsch, Lay, Mellow and Niemann  
Voting Nay: None  
Absent: None

Item #R21 - Presentation, discussion and consideration of approval of an agreement with CCS Presentation Systems, for the purchase and installation of audio visual presentations systems at the Town facilities conference and meeting rooms, in the amount of \$71,273.00, subject to the City Attorney's final approval.

Councilmember Niemann moved to approve an agreement with CCS Presentation Systems, for the purchase and installation of audio visual presentations systems at the Town facilities conference and meeting rooms, in the amount of \$71,273.00, subject to the City Attorney's final approval.

Councilmember Braun seconded. Motion carried.

Voting Aye: Chow, Braun, Daseke, Hirsch, Lay, Mellow and Niemann  
Voting Nay: None  
Absent: None

Item #R22 - Presentation, discussion and consideration of approval of (1) a proposed Addison Airport Master Landlord's Consent to Sublease form, and (2) the delegation of authority to the City Manager or the City Manager's designee to execute the Master Landlord's Consent to Sublease form for Addison Airport on behalf of the Town.

Councilmember Mellow moved to approve (1) a proposed Addison Airport Master Landlord's Consent to Sublease form, and (2) the delegation of authority to the City Manager or the City Manager's designee to execute the Master Landlord's Consent to Sublease form for Addison Airport on behalf of the Town.

Councilmember Daseke seconded. Motion carried.

Voting Aye: Chow, Braun, Daseke, Hirsch, Lay, Mellow and Niemann  
Voting Nay: None  
Absent: None

Item #R23 - Presentation, discussion and consideration of approval of a proposed Addison Airport Non-Aeronautical Use License Agreement, to be used when the owner of off-Airport property desires to use or access any portion of the Airport public area for non-aeronautical purposes.

Councilmember Niemann moved to approve a proposed Addison Airport Non-Aeronautical Use License Agreement, to be used when the owner of off-Airport property desires to use or access any portion of the Airport public area for non-aeronautical purposes.

Councilmember Mellow seconded. Motion carried.

Voting Aye: Chow, Braun, Daseke, Hirsch, Lay, Mellow and Niemann  
Voting Nay: None  
Absent: None

At 9:55 P.M., Mayor Chow announced that Council would convene into Executive Session to discuss the following Item:

Item #ES1 - Closed (executive) session of the Addison City Council, pursuant to Section 551.072, Texas Government Code, to deliberate the lease or value of certain real property located within the Town.

The Council came out of Executive Session at 10:29 P.M.

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

---

Mayor-Joe Chow

Attest:

---

City Secretary-Lea Dunn

**Council Agenda Item: #R3**

**SUMMARY:**

Staff requests the opportunity to present Wipe Out Kids' Cancer (WOKC) donations raised at the 2009 Raul Acevedo Bowl-A-Thon.

**FINANCIAL IMPACT:**

No financial impact to the Town.

**BACKGROUND:**

On April 9, 2009, the 2009 Raul Acevedo Bowl-A-Thon was held as a fundraiser for Wipe Out Kids' Cancer. This event was coordinated through the Town's Employee Action Committee (EAC). Since 2005, Town of Addison employees along with sponsors, vendors, and local businesses have raised over \$40,000 for Wipe Out Kids' Cancer.

This year's efforts resulted in donations of over \$12,854, a record! Once expenses were paid, the actual contribution to Wipe Out Kids' Cancer was \$10,816.32. A representative from Wipe Out Kids' Cancer will be in attendance at the May 12<sup>th</sup> City Council meeting to accept a check from the Town of Addison.

2009 Bowl-A-Thon Statistics:

Money Raised	\$12,854.00
Expenses	<u>\$2,037.68</u>
Proceeds to WOKC	\$10,816.32

Team Statistics:

Addison Employees	21 teams with 115 employees
Wipe Out Kids Cancer Ambassadors	4 teams
Vendors and Sponsors	19 teams
Total Participants	44 teams and over 225 participants

The EAC would like to thank all of our sponsors and vendors for making the event such a success, and also to all the Addison employees who participated and donated to the event!



Date: May 1, 2009

Business Name: Sigel's Beverages

<u>Ordinance Requirement</u>	<u>Request</u>	<u>Variance</u>
<p>Sec. 62-185. Specifications.</p> <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 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>Sec. 62-285. Luminescent gaseous tubing.</p> <p>The use of exposed tubes which contain luminescent inert gases, including, 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>The applicant is requesting a single-tenant pole sign approximately 150 sq ft in area with a height of 30', does not meet the sign design dimensional standards and has exposed neon.</p>	<p>Ordinance requirements: a single tenant pole sign shall have an area of 36 sq ft, dimensions of 6'10" x 5'10", height of 20', and does not allow exposed neon on detached signs.</p>
		<p>#R4</p>

STAFF RECOMMENDATION: The staff has reviewed the request and recommends approval of the sign because of the 50's architecture it represents and the history associated with it.

*Lynn Chandler*  
 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: 5/1/09

Filing Fee: \$200 00

Applicant: Starlite Sign, LP

Address: 7923 E. McKinney Suite#: \_\_\_\_\_

Denton, TX 76208 Phone#: 940-382-8850  
City State Zip Fax#: 940-387-0429

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

Location where exception is requested:  
15003 INWOOD RD.

Reasons for Meritorious Exception:  
REPLACE CURRENT PYLON SIGN WITH HISTORICAL  
SIGN FROM THE DALLAS AREA

### YOU MUST SUBMIT THE FOLLOWING:

12 COPIES OF THE PROPOSED SIGN SHOWING:

- |                                   |  |
|-----------------------------------|--|
| 1. Lot Lines                      | 5. Proposed Signs  |
| 2. Names of Adjacent Streets      | 6. Sketch of Sign with Scale and<br>Dimensions Indicated |
| 3. Location of Existing Buildings | (8 5 x 11 PLEASE)  |
| 4. Existing Signs                 |  |

Date Fees Paid 5-1-09 Check # 1825 Receipt # \_\_\_\_\_



EXISTING

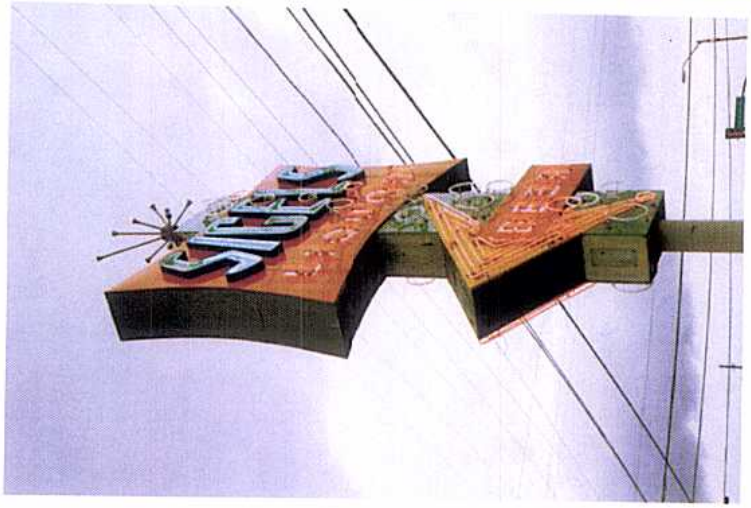
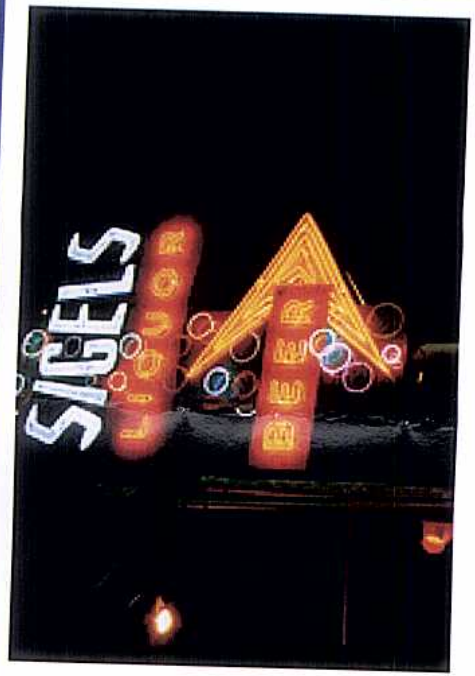
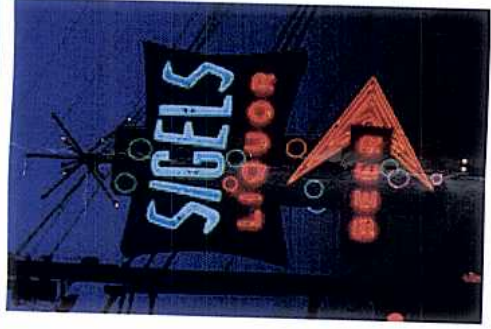


DOUBLE-FACE PYLON SIGN - PROPOSED  
N.T.S.

REPAINT I.D.  
CABINET FILLER  
BLACK;  
ALL OTHER FILLERS  
& POLE PTD. PMS  
404 GREY  
\*THIS SIGN HAS NO  
MOVING OR FLASHING  
PARTS - ALL IS CONSTANT

NEW 12 3/4" BASE  
PIPE (10' JOINT)  
SET IN 3'-0" DIA. x  
7'-0" DEEP  
CONCRETE FOOTING

PROJECT #	Sigel's Beverage #5	TTL. SQ. FT.	20'-0" x 10'-6" = 210	DWG#	0904-051r1p1	Customer	CUSTOMER
LOCATION	15003 Inwood Rd. Addison, TX	SALES/PURCHASER	Rick Sutton	SCALE	(As Shown)	LANDLORD	LANDLORD
DATE		ART/BID/JOB #	G. Owens	DATE	4-29-09	APP. FOR PROD.	APP. FOR PROD.
<small>Construct &amp; Install Using Only U.L. Listed Components &amp; In Accordance w/ National Electrical Sign Code</small> <b>U/L LABELS REQUIRED</b> <small>(1) 20amp 120v dedicated circuit required</small>							
<small>This drawing is the property of Starlite Sign, which reserves all rights to its reproduction and display.</small>							



Sigel's Beverage #5  
 15003 Inwood Rd.  
 Addison, TX

TTL SQ. FT. 20'-0" x 10'-6" = 210  
 SALES/PRI./MGR. Rick Sutton  
 ART/BID\*/JOB\* G. Owens

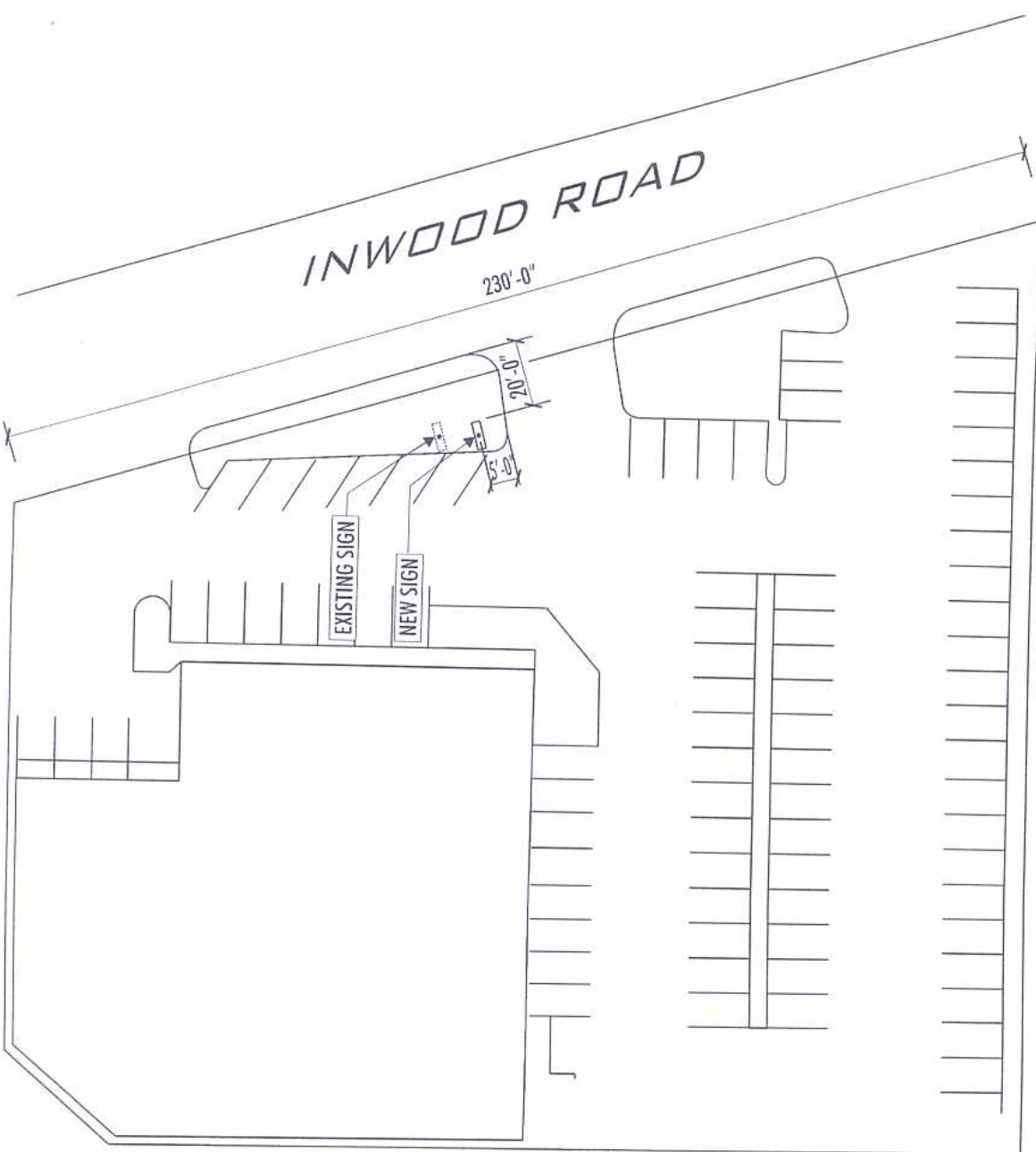
Kristy Crep  
 7438 N/A

DWG.# 0904-051r1p2  
 SCALE (As Shown)  
 DATE 4-29-09

CUSTOMER DATE  
 LANDLORD DATE  
 APP. FOR PROD. DATE

This drawing is the property of Starlite Sign, Inc. which reserves all rights to its reproduction and display. It is good if accepted within 30 days of proposal.

STAMPED



**S** SITE PLAN  
N.T.S.

OWNER	Sigel's Beverage #5	TTL. SQ. FT.	N/A	DWG #	0904-051r1p3	CUSTOMER	DATE
LOCATION	15003 Inwood Rd.	SALES/PRL.MGR.	Rick Sutton	SCALE	(As Shown)	LANDLORD	DATE
STATE	Addison, TX	ART/BID*/JOB #	G. Owens	DATE	4-29-09	APP. FOR PROD.	DATE

This drawing is the property of Starfile Sign, which reserves all rights to its reproduction and display. This drawing is good for 30 days of proposal.

## **Council Agenda Item: #R5**

**SUMMARY:** Subject to the final approval of the City Attorney, City Council approval is sought of a Festival Consulting Agreement with World Affairs Council of Dallas/Fort Worth (WAC) in an amount not to exceed \$27,000 for WorldFest 2009.

### **FINANCIAL IMPACT:**

Proposed Budget Amount: Amount not to exceed \$27,000

FY '10 budget has not yet been adopted by the City Council; however, the payment amount to WAC will need to be partially funded out of the current FY '09 budget through a mid-year budget amendment and partially funded out of the FY '10 budget as follows:

FY '09 Budget Amendment:	\$22,000
FY '10 Budget:	\$5,000

Payment to WAC as follows:

- 1) \$25,000 consulting management fee paid in three installments as follows from the WorldFest budget:
  - \$10,000 upon execution of Agreement
  - \$10,000 on September 15, 2009
  - \$5,000 upon completion of the Festival
- 2) Up to \$2,000 toward the WAC's purchase of an insurance policy that names the Town of Addison as an additional insured during the contract period. Addison and WAC will equally split the cost of the insurance policy that is required by Addison's risk management team.

### **BACKGROUND:**

**What is the World Affairs Council:** The World Affairs Council serves as a gateway to the world for our region, providing a wide array of opportunities for the public and its members. The non-profit, nonpartisan organization has presented hundred of speakers in recent years, including *Newsweek International* editor, CNN host and bestselling author Fareed Zakaria, rock star and humanitarian Bono, former President of Mexico Vicente Fox, The New York Times columnist Thomas Friedman, author Walter Isaacson, human rights activist Ayaan Hirsi Ali, as well as journalists, ambassadors, foreign affairs experts and other newsmakers from around the world. The WAC also administers the following programs:

- International Education Initiative, which impacts more than 10,000 North Texas students each year
- U.S. Department of State-sponsored International Visitor Program
- City of Dallas Office of Protocol

**WAC Consulting Services for WorldFest 2009:** The attached contract will outline the services WAC will provide and the consulting fee associated with their services. Addison will benefit

from this partnership with WAC in a number of ways but most notably through instant credibility in the international community as well as through their connections to many potential participants, programs, and marketing opportunities.

**Budget:** Because WorldFest takes place within the first few weeks of the '09-10 fiscal year, we ask that the Council pre-authorize the expenditure of these funds prior to the formal adoption of the budget so marketing and production efforts to produce a quality event may begin. Additional event budget information will be presented for the City Council's review later this month during the budget workshop.

**RECOMMENDATION:** Staff recommends approval.

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

FESTIVAL CONSULTING AGREEMENT

This Festival Consulting Agreement (“Agreement”) is entered into by and between the Town of Addison, Texas (the “City” or “Addison”) and World Affairs Council of Dallas / Fort Worth (“World Affairs Council”) (the City and World Affairs Council are sometimes referred to herein together as the “parties” and individually as a “party”).

Recitals:

1. The City desires to conduct an international festival known as the “WorldFest” (sometimes referred to herein as “Worldfest” and the “Festival”) on Saturday, October 24, 2009 at that portion of the Addison Arts & Events District sometimes referred to as the Addison Circle Park, which is located at 4970 Addison Circle Drive in Addison, Texas during the following hours: Noon – 8:00 p.m. Among other things, WorldFest provides an opportunity to attract tourists to the City and educate the public on the many cultures that make up the North Texas region.
2. World Affairs Council is a non-profit corporation established under the laws of the State of Texas with a mission to promote international awareness, understanding and connections through its multifaceted programs. The Council works to enhance the region’s global stature and to prepare North Texans to thrive in our complex world.
3. Addison desires to retain the services of World Affairs Council, and World Affairs Council desires to provide its services to Addison, to facilitate the production of WorldFest, as set forth herein.

**NOW, THEREFORE**, for and consideration of the above and foregoing premises, the mutual covenants and obligations set forth herein, and other good and valuable consideration, the Town of Addison, Texas and World Affairs Council do contract and agree as follows:

1. **Term.** This Agreement shall be effective on May 13, 2009 and shall remain in effect until November 30, 2009 (the “Expiration Date”), subject, however, to the termination provisions of this Agreement.
2. **Services.** In connection with the 2009 WorldFest, World Affairs Council will provide to the City the following non-exclusive services (“Services”):

A. Festival programming consulting including but not limited to the following activities:

- 1) **Participant Identification and Solicitation** – work with Addison staff to identify participants in the areas of International Marketplace, Cultural Entertainment, Global Food Court, Children’s Workshops, Global Games, Exhibits and Other Activities;
- 2) **Volunteer Solicitation** – assistance with securing and supervision of volunteers to help with various elements of the Festival, including but not limited to admission



sales, ticket sales, information booth, greeters, gate monitors, stage management, stage hands, operations, vendor load-in/load-out;

- 3) **Marketing Support** – work with Addison Staff and their third-party advertising consultant, identified as Jimbobkrause (whose address is 5307 E. Mockingbird Lane, Suite 250, Dallas, Texas 75206), to develop marketing materials to promote the Festival, including but not limited to the following materials: print advertising, radio advertising, electronic advertising, posters, fliers, brochures, and the “Passport” booklet. Also assist with identifying distribution outlets and coordinate the distribution of these materials;
  - 4) **Public Relations Support** - work with Addison Staff and their third-party public relations consultant, identified as Shiroma Southwest (whose address is 17311 North Dallas Parkway, Suite 110, Dallas, Texas 75248), to develop publicity materials to promote the Festival, including but not limited to the following materials: press releases, newsletters, calendar advisories. May also be asked by the City to represent the Festival by conducting television, radio and print interviews;
  - 5) **Sponsorship Support** - work with Addison Staff and their third-party sponsorship consultant, identified as PPI Marketing (whose address is 15660 North Dallas Parkway, Suite 1250, Dallas, Texas 75248), to develop sponsorship materials to secure cash and in-kind services for the Festival from third-party sponsors (“Third Party Sponsors” and sponsorships from Third-Party Sponsors being “Third Party Sponsorships”). Also assist with identifying potential Third-Party Sponsors and facilitating meetings by the City with potential Third Party Sponsors;
  - 6) **Cross Cultural Guidance** - introduce Addison Staff to members of the diplomatic community such as the Consuls General, community Chambers of Commerce, community organizations and others plus provide advice about international protocol.
  - 7) **Performance Reports** – World Affairs Council shall provide to the City, not later than the 25th day of each month while this Agreement is in effect, a report regarding the work and activities of World Affairs Council for the month immediately proceeding the date of the report, including, without limitation, (i) all marketing activities of World Affairs Council, (ii) a report on expenses and the payment thereof (e.g., payments to performers, other third parties, and proof of such payment), (iii) all other of the above and foregoing Services provided by World Affairs Council. Each such report shall be in form and content satisfactory to the City, and World Affairs Council shall provide supporting information for its report, including any supporting information as the City may reasonably request.
- B. In connection with the Services, World Affairs Council warrants and represents to the City that:
- 1) World Affairs Council has the skills, qualifications, expertise, experience and financial capability necessary to perform the Services with a high degree of quality and responsiveness;

- 2) The Services and work will be provided in a professional and timely manner, consistent with the commercially accepted best practices and standards;
  - 3) The Services shall comply with all applicable federal, state or local statutes, ordinances, laws, rules, standards, codes and regulations;
  - 4) World Affairs Council: (i) is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, and shall remain in good standing throughout the term of this Agreement; (ii) it has the requisite power and authority to carry on its business as it is now being conducted; (iii) it has the legal capacity to enter into this Agreement; and, (iv) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been authorized and approved by all action required on the part of World Affairs Council; and
  - 5) The execution and delivery of this Agreement by World Affairs Council does not: (i) conflict with, or result in any violation or breach of, any provision of the World Affairs Council's charter documents; (ii) result in any violation or breach of, or constitute a default under, or require a consent or waiver under, any of the terms, conditions or provisions of any license, contract or other agreement to which World Affairs Council is a party; or (iii) materially conflict with or violate any franchise, license, judgment, order, statute, law, rule or regulation applicable to World Affairs Council.
- C. All Services shall be provided by World Affairs Council in cooperation and coordination with the City Staff, and in particular with the Addison Special Events Administrator (the "Administrator"). Any and all promotional or other materials regarding the Festival which are to be prepared, given or delivered by World Affairs Council shall be first presented to the Administrator for the Administrator's review and approval prior to the public dissemination of any such materials. Standardized language agreed upon by both parties prior to any public dissemination thereof may, after such agreement, be disseminated in World Affairs Council materials without prior review of those materials. Prior to solicitation of any entertainers, activities and other vendors, World Affairs Council shall use its reasonable efforts to first obtain the pre-approval of the Administrator regarding such solicitation; however, the parties hereto recognize that World Affairs Council may not be able in all instances to obtain the pre-approval of the Administrator prior to a solicitation, and in such event World Affairs shall nevertheless, in conducting any solicitation, abide by and comply with such communication standards as the Administrator shall establish. The Services shall be provided by World Affairs Council in a professional manner. In identifying, selecting, and recommending entertainers, activities, and vendors pursuant to this Agreement, and in performing all of its Services hereunder, World Affairs Council understands and recognizes that the Festival is for entertainment purposes only, is not a religious or political event (and is not an event that promotes or suggests any religious or political agenda), and World Affairs Council will perform its Services hereunder in accordance therewith.

3. **Compensation.** For the Services provided by World Affairs Council in accordance with the terms and conditions of this Agreement and subject to the termination provisions of this Agreement, the City will pay World Affairs Council a fee as follows:

The City will pay World Affairs Council Twenty Five Thousand and No/100 Dollars (\$25,000.00), to be paid in three installments as follows: (1) the first installment (“first installment”) of \$10,000.00 shall be paid upon the execution of this Agreement, (2) the second installment (the “second installment”) of \$10,000.00 shall be paid by September 15, 2009, and (3) the third installment (the “third installment”) of \$5,000.00 shall be paid upon (i) the completion of the Festival, and (ii) the satisfactory performance as reasonably determined by the City of all of the Services by World Affairs Council, including, without limitation, the timely receipt by the City of all performance reports, in form and content reasonably acceptable to the City, to be prepared and provided to the City by World Affairs Council under this Agreement.

4. **Termination.**

- A. *Without cause.* Either party may terminate this Agreement at any time by giving to the other party at least 30 days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. In the event of termination or upon the expiration of this Agreement, all finished or unfinished data, studies, reports and other materials and items (whether kept electronically, in writing, or otherwise) prepared by World Affairs Council shall be and become the property of the City and World Affairs Council shall promptly deliver such items to the City.
- B. *With cause.*
- (i) If (a) World Affairs Council fails to perform any of World Affairs Council’s duties or responsibilities as reasonably determined by the City, or (b) if World Affairs Council fails to fulfill in a timely and professional manner World Affairs Council’s obligations under this Agreement, or (c) if World Affairs Council shall violate any of the terms or provisions of this Agreement (the said (a), (b) and (c) being referred to together in this paragraph as a “Failure”), or (d) if World Affairs Council, World Affairs Council’s agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the City, as determined reasonably but solely by the City, then City shall have the right to terminate this Agreement effective immediately upon the City giving notice thereof, either oral or in writing, to World Affairs Council.
  - (ii) Notwithstanding the foregoing subparagraph B.(i), with respect to a Failure, such right of termination shall not be exercised by the City unless and until a Failure remains uncured by World Affairs Council for a reasonable period of time (as determined by the City) after notice thereof (which notice shall specifically identify the Failure) from the City is received by World Affairs Council.

(iii) If the City's termination of World Affairs Council for cause is defective for any reason, including but not limited to the City's reliance on erroneous facts concerning World Affairs Council's performance, or any defect in notice thereof, the City's maximum liability shall not exceed the amount payable to World Affairs Council under Section 3 above.

C. In the event of termination or upon the expiration of this Agreement, all finished or unfinished data, studies, reports and other items (whether kept electronically, in writing, or otherwise) prepared by World Affairs Council shall be and become the property of the City and World Affairs Council shall promptly deliver such items to the City.

D. If this Agreement is terminated prior to June, 2009, World Affairs Council shall promptly reimburse the amount of the first installment to the City. If this Agreement is terminated: (i) in June, 2009, World Affairs Council shall promptly reimburse to the City the sum of \$8,000.00; (ii) in July, 2009, World Affairs Council shall promptly reimburse to the City the sum of \$6,000.00; (iii) in August, 2009 World Affairs Council shall promptly reimburse to the City the sum of \$4,000.00; (iv) in September, 2009 World Affairs Council shall promptly reimburse to the City the sum of \$2,000.00 (unless the termination is on or after September 15, 2009, in which case World Affairs Council shall promptly reimburse to the City the sum of \$6,000.00; and (v) in October, 2009 and prior to the commencement of the Festival on October 24, 2009, World Affairs Council shall promptly reimburse to the City the sum of \$3,000.00. Following such termination, World Affairs Council shall be entitled to no further payment or compensation hereunder. The reimbursement obligation set forth herein shall survive the termination of this Agreement.

If this Agreement is terminated after the commencement of the Festival on October 24, 2009, World Affairs Council shall be entitled to payment of a ratable portion of the third installment for Services properly performed hereunder, as reasonably determined by the City.

5. **Relationship of Parties.** World Affairs Council is and shall be during the entire term of the Agreement an independent contractor, and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, a joint enterprise, or to allow the City to exercise discretion or control over the professional manner in which World Affairs Council performs the Services which are the subject matter of the Agreement; provided always however that the Services to be provided by World Affairs Council shall be provided in a manner consistent with all applicable standards, regulations, and laws governing such Services.

6. **Insurance.** At all times in connection with this Agreement, World Affairs Council shall purchase and maintain in a company or companies lawfully authorized to do business in Texas such insurance coverages as set forth below:

a.	Commercial General Liability:	\$1,000,000.00
b.	General Aggregate	\$1,000,000.00
c.	Product/Completed Operations Aggregate	\$1,000,000.00

d.	Personal & Adv. Injury	\$1,000,000.00
e.	Per Occurrence	\$1,000,000.00
f.	Medical Coverage	\$ 5,000.00 (any one person)
g.	Liquor Liability Endorsement	\$1,000,000.00 (if selling beer and/or wine)
h.	Fire Liability (any one fire)	\$ 50,000.00
i.	Statutory Limits of Workers Compensation Insurance	

All such insurance shall: (i) be issued by a carrier which is rated "A-1" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas, (ii) name the Town of Addison as an additional insured and contain a waiver of the subrogation endorsement in favor of the Town of Addison, (iii) endorsed to read as primary coverage regardless of the application of other insurance, (iv) contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison, and (v) include coverage for the period of time including the Festival days as well as set-up days (usually one day before and one day after the event). Certified copies of all such policies shall be delivered to Addison upon the execution of this Agreement, but in any event no later than two weeks prior to the event; provided, however, that Addison, in its sole discretion and in lieu of certified copies of such policies, may permit the delivery of certificates of insurance (listing each insurance coverage described and required herein) together with the declaration page of such policies, along with a copy of the endorsements necessary to meet the requirements and instructions contained herein, including, without limitation, the endorsement naming the Town of Addison as an additional insured, and shall specifically set forth the notice of cancellation and termination provisions to the Town of Addison. Each such policy shall provide that it shall not be canceled without at least 30-days written notice thereof being given to the Town of Addison. Coverage for Products/ Completed Operations must be maintained at least two (2) years after this Agreement is terminated in its entirety, including any renewal thereof or extensions thereto.

The City agrees to pay one-half of the premium cost of such insurance, up to but not exceeding \$2,000.00 for all such insurance.

7. **Records.** World Affairs Council shall keep complete and accurate records for the Services performed pursuant to this Agreement and any records required by law or government regulation and shall make such records available to City upon request. World Affairs Council shall assure the confidentiality of any records that are required by law to be so maintained. World Affairs Council shall prepare and forward such additional or supplementary records as City may reasonably request.
8. **Notice.** For purposes of this Agreement, if written notice or other communication is given, such notice or other communication shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given: when received if delivered personally; seventy-two (72) hours after deposit if sent by mail; and twenty-

four (24) hours after deposit if sent by Federal Express or other nationally recognized carrier. Addresses for notice are as follows:

To the City:  
Town of Addison, Texas  
16801 Westgrove  
Addison, Texas 75001-3285  
Attn: Chris Terry

To World Affairs Council:  
World Affairs Council  
325 N. St. Paul Street, Suite 2200  
Dallas, TX 75201  
Attn: Jim Falk

The addresses and addressees for the purpose of this Section may be changed by giving notice of such change in the manner herein provided for giving notice. Unless and until such written notice is received the last addresses and addressee stated by written notice, or provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

9. **Reports Confidential.** No reports, information (either in writing or oral), documents, or other materials given to or prepared by World Affairs Council under this Agreement which the City requests in writing to be kept confidential, shall be made available to any individual or organization by World Affairs Council without the prior written approval of the City.
10. **Authority to Execute.** The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.
11. **Ownership of Reports.** The reports, documents and materials prepared by World Affairs Council under or pursuant to this Agreement shall be the sole property of the City.
12. **Assignment.** Inasmuch as this Agreement is intended to secure the specialized services of World Affairs Council, World Affairs Council has no authority or power to and may not assign, transfer, delegate, subcontract or otherwise convey any interest herein without the prior written consent of the City, and any such assignment, transfer, delegation, subcontract or other conveyance without the City's prior written consent shall be considered null and void *ab initio*.
13. **Rights and Remedies Cumulative; Non-Waiver.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. The failure by either party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement for any reason whatsoever, including with respect to any such right, power or option or to such compliance or to any other or subsequent default or breach hereof, nor a waiver by either party of its rights at any time to exercise any such right, power or option or to require exact and strict compliance with all the terms hereof. Any rights and remedies either party may

have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement.

14. **Applicable Law; Venue.** In the event of any action under this Agreement, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Contract; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.
15. **Enforceability.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
16. **Force Majeure.** In the event either the City or World Affairs Council shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of fire, casualty, strikes, lockouts, labor trouble, inability to procure materials or supplies, failure of power, governmental authority, riots, insurrections, war or other reason of like nature, where such delay, hindrance or prevention of performance shall not be within the reasonable control of the party obligated to perform and not be avoidable by diligence, the party so delayed shall promptly give notice to the other party, and thereupon performance of such act shall be excused for such period of delay.
17. **No Third-Party Beneficiaries.** This Agreement and all of its terms and provisions are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
18. **Incorporation of Recitals.** The above and foregoing Recitals to this Contract are true and correct and are incorporated herein and made a part hereof for all purposes.
19. **Construction of Certain Terms.** Section and subsection headings herein are for convenience only and shall not be used in interpretation of this Agreement. The words “includes” and “including” are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.
20. **Severability.** The sections, paragraphs, sentences, phrases, words, and all other provisions of this Agreement are severable, and if any part of this Agreement is determined by a court of competent jurisdiction to be illegal, unlawful, unconstitutional, or void for any reason, the parties intend that the remaining provisions of this Agreement shall remain in full force and effect. In lieu of any such illegal, unlawful, unconstitutional, or void provision, the parties agree to seek to negotiate to add to this Agreement another provision that would be permitted that is as close to the intent of the original provision as possible.

**21. Entire Agreement and Modification.** This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.

**SIGNED** by each of the respective parties on the date set forth below.

**TOWN OF ADDISON, TEXAS**

**WORLD AFFAIRS COUNCIL OF  
DALLAS FORT WORTH**

By: \_\_\_\_\_  
Chris Terry, Assistant City Manager

By: \_\_\_\_\_  
James N. Falk, President and CEO

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

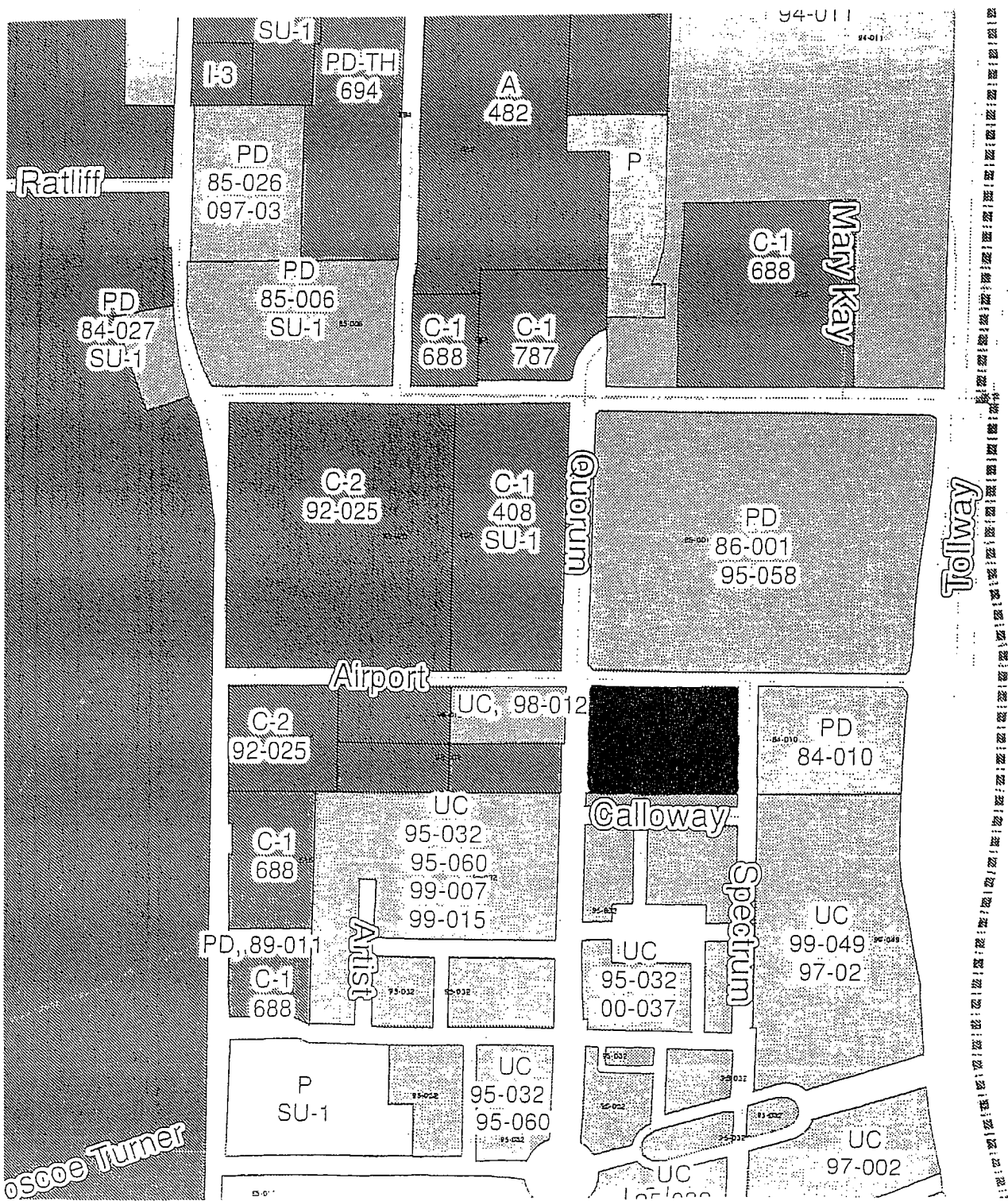
Date: \_\_\_\_\_

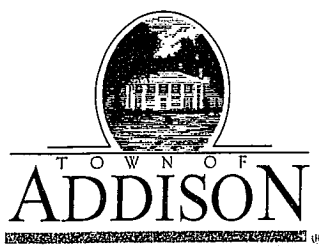
DRAFT



# REPLAT/Meridian Square

REPLAT/Meridian Square. Requesting approval of a final plat for 45 townhome lots and 3 condominium lots, located at the southeast corner of Quorum Drive and Airport Parkway, on application from Addison Urban Land Development Partners, LLC, represented by Mr. Casey Ross of Dowdey, Anderson & Associates.





DEVELOPMENT SERVICES

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

16801 Westgrove

Post Office Box 9010 Addison, Texas 75001-9010

April 16, 2009

STAFF REPORT

RE: REPLAT/Meridian Square

LOCATION: 45 townhome lots and three  
Condominium lots, on 3.98 acres  
at the southeast corner of Airport  
Parkway and Quorum Drive

REQUEST: Approval of a replat

APPLICANT: Addison Urban Development  
Partners, LLC, represented by  
Mr. Casey Ross of Dowdey,  
Anderson, & Associates

DISCUSSION:

Background. Addison Urban Development Partners, LLC, submitted a concept plan for approval, which was approved by the City Council on September 9, 2008. Addison Urban Development Partners, LLC then returned to the final development plan that was approved by the City Council on November 11, 2008. The final plat for that project accompanied the zoning request and was also approved by the City Council on November 11, 2008.

The original plan for the David Weekley townhomes called for some 22-foot width lots, some 20-foot lots, and some 16-foot width lots. After studying the site further, David Weekley decided not to develop the 16-foot width lots, but go with all 20 and 22-foot width lots, and proposed a replat. That replat was scheduled for the March 26, 2009 P&Z Agenda. However, David Weekley decided not to go through with the project and the plat was withdrawn at the applicant's request. At this point, Savannah Homes is working to get another townhome builder to develop the townhomes on the site. Savannah Homes wants to go to a standard width of 22 feet for all townhome lots. A change to a standard 22-foot width will cause the total number of lots to drop from 48 lots to 45 lots. Since it is a reduction of the density (number of lots) on the property, with no changes to elevations, site lay-out, or landscaping, the staff approved the change administratively. However, the final plat needs to be revised to correctly indicate the number of lots. Since the original plat was never filed, this plat can be considered either a final plat or a replat.

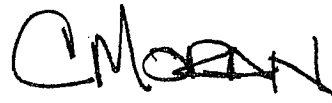
Public Works Review. The Public Works Department has reviewed the proposed final plat, and recommends the following changes and corrections.

1. The centerline location and dimension shown for Quorum Drive appear to be incorrect. Please address.

**RECOMMENDATION:**

Staff recommends approval of the replat for Meridian Square subject to the condition listed above.

Respectfully submitted,

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

Carmen Moran  
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on April 23, 2009, voted to recommend approval of the replat for Meridian Square, subject to the following condition:

1. The centerline location and dimension shown for Quorum Drive appear to be incorrect. Please address.

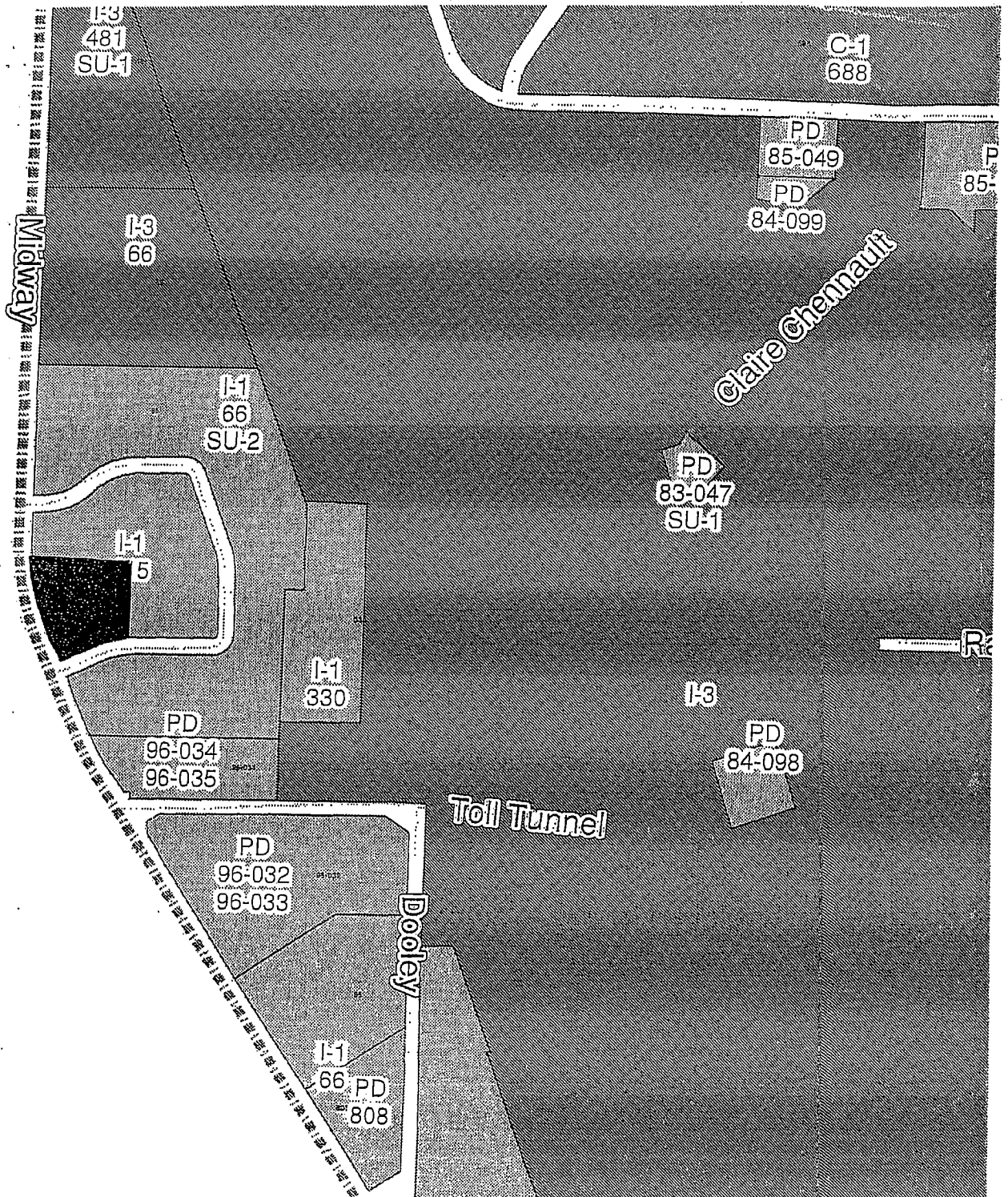
Voting Aye: DeFrancisco, Doherty, Gaines, Hewitt, Wheeler, Wood

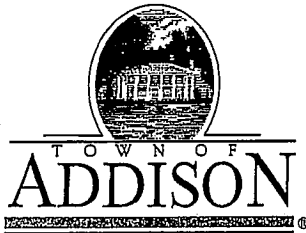
Voting Nay: None

Absent: None, one seat vacant.

# 1578-SUP

**PUBLIC HEARING** Case 1578-SUP/Subway Sandwich Shop. Requesting approval of an Ordinance approving a Special Use Permit for a restaurant in an Industrial-1 district, located at 16246 Midway Road, on application from Subway Sandwich Shop, represented by Mr. Rabih Asmar.





**DEVELOPMENT SERVICES**  
(972) 450-2880 Fax: (972) 450-2837

16801 Westgrove  
Post Office Box 9010 Addison, Texas 75001-9010

April 16, 2009

**STAFF REPORT**

**RE:** Case 1578-SUP/Subway Sandwich Shop

**LOCATION:** 16246 Midway Road

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

**APPLICANT:** Mr. Rabih Asmar

**DISCUSSION:**

Background. The applicant in this request seeks to open a 1,642 square foot Subway Sandwich shop in a lease space in this strip center. The applicant owns an existing Subway Sandwich Shop at the northeast corner of the intersection of Dallas Parkway and Keller Springs Road. In Addison, all restaurants are required to have a Special Use Permit.

Proposed Plan. The floor plan indicates the space will be built out with a standard Subway Sandwich Shop. There two existing Subway Sandwich Shops in Addison. One is in the Village on the Parkway shopping center, and the other is in the shopping center at the northeast corner of Marsh Lane and Belt Line Road. The floor plan shows a counter for placing and picking up orders, and seating for 40 customers. There is not a drive-through window in the restaurant, and it will not serve alcohol.

Landscaping. The landscaping for this center is already in place. The Parks Department notes that it meets the requirements of the ordinance and is generally well-maintained.

Parking. This is the first restaurant use in this center. It will require parking at a ratio of one space per 100 square feet. The restaurant will require 17 parking spaces, and there is sufficient parking for this proposed use.

Food Service Code. The restaurant will be subject to all regulations contained in the Addison Food Service Ordinance.

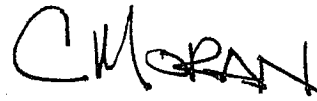
Signage. The applicant has not shown any facades for the space. However, he has indicated there will not be any changes to the existing glass store-front that is currently

in the shopping center. The applicant should be aware that all signage 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 no conditions.

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 April 23, 2009, voted to recommend approval of the request for a Special Use Permit for a restaurant, on application from Subway Sandwich Shop, subject to no conditions.

Voting Aye: DeFrancisco, Doherty, Gaines, Hewitt, Wheeler, Wood

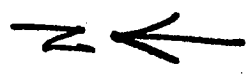
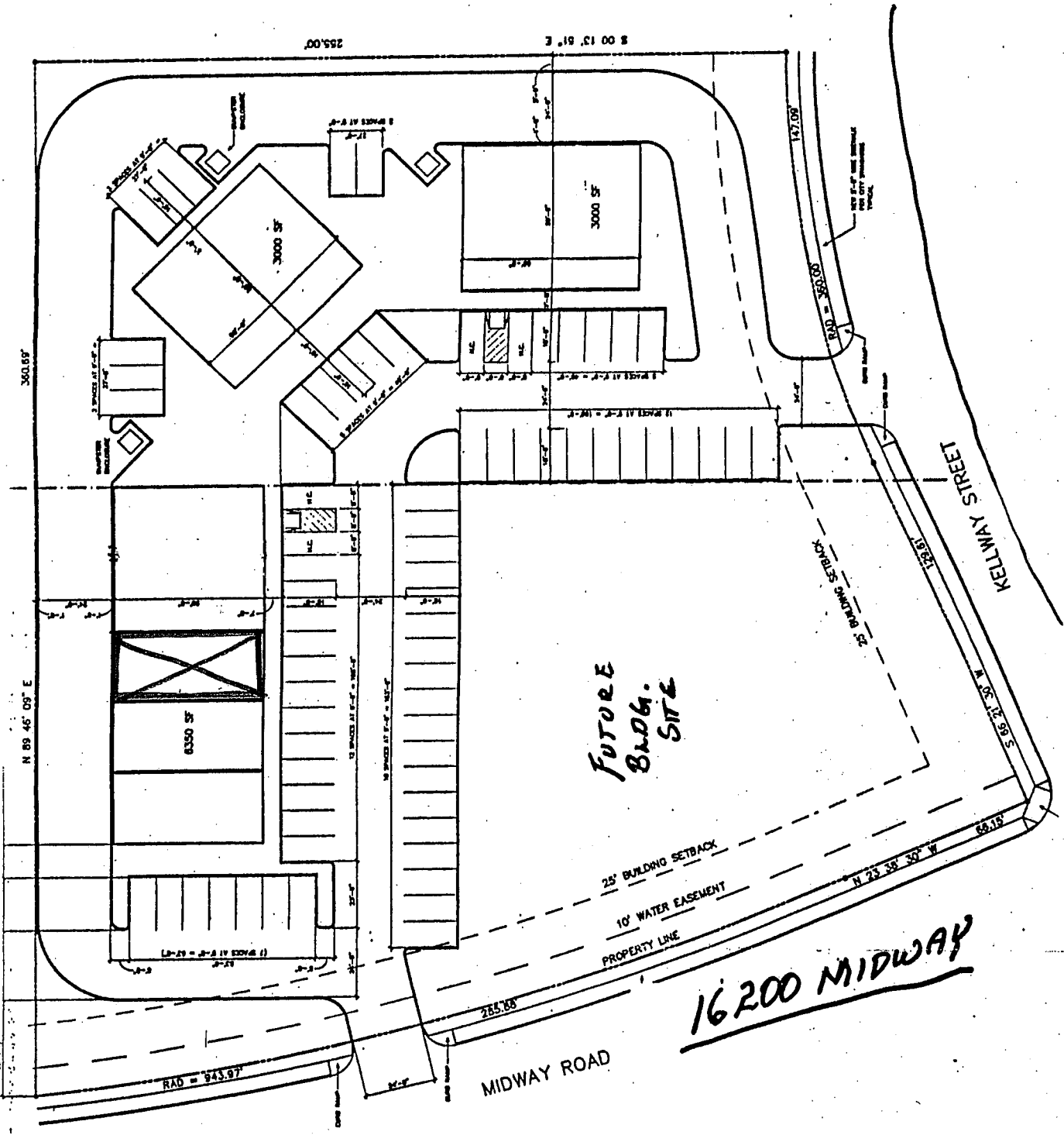
Voting Nay: None

Absent: None, one seat vacant



3 - NEW FREE BUILDING  
 1 - 6,350 SF  
 2 - 3,000 SF

J. Firman Cook, Jr.  
 The Firman Cook Company  
 4514 Cole Avenue, Suite 214  
 ZIP: 75205 214/5288  
 FAX: 214/520-8028



2	BANQUETTE WALL BENCH
4A	30" X 42" TABLE
4B	20" X 24" TABLE
5A	30" ROUND BAR HEIGHT TABLE
5B	24" ROUND BAR HEIGHT TABLE
6A	CHAIR
6B	BAR HEIGHT STOOL
8A	TRASH RECEPTACLE
9	SODA FOUNTAIN
10	BEVERAGE DESTINATION CENTER
11	RED NEON "OPEN" SIGN
13A	WALL ART-VERTICAL
13B	WALL ART-SQUARE
14	CHIP RACK
15	DISPLAY REFRIGERATOR
16	WALL PLANT
17	INTERIOR DOOR
18	GUIDANCE SYSTEM
19	COINTEGRATOR
21	COINTEGRATOR CASE
23	SAFE
24	SUBSHOP 2000 P.O.S.
25	MICROWAVE
26	ENCLOSED BREAD CABINET
28C	OPEN AIR COOLING RACK
29	MENUBOARD
31	BACK COUNTER W/ HAND SINK
32	BACK COUNTER
33	REFRIGERATED BACK COUNTER
34	RAPID COOK OVEN
35	SINK
37	MOP SINK
38	HOT WATER TANK
40	WALL SHELF
41	TRAINING STATION
42	HAND SINK
43	30" SIG PRODUCT RACK
44	30" SIG RECEPTOR
45	INSULATED WALKER
46	BEVERAGE CABINET
47	REFRIGERATOR
48	FREEZER
49	STORAGE UNITS
50	SODA STORAGE
51	STEREO SYSTEM

**SYMBOL LEGEND**

⊠	PHONE JACK
⊞	POWER SWITCH
⊕	120V DUPLEX OUTLET
⊖	220V SINGLE OUTLET
⊙	JUNCTION BOX
⊗	THERMOSTAT
⊚	FLOOR DRAIN

# NEW LOCATION

PLEASE NOTE: DO NOT SCALE THIS FLOOR PLAN. REFER TO THE WRITTEN DIMENSIONS. PHOTO-COPYING OR FADING WILL DISTORT THIS DRAWING.

**STORE CONCEPT**

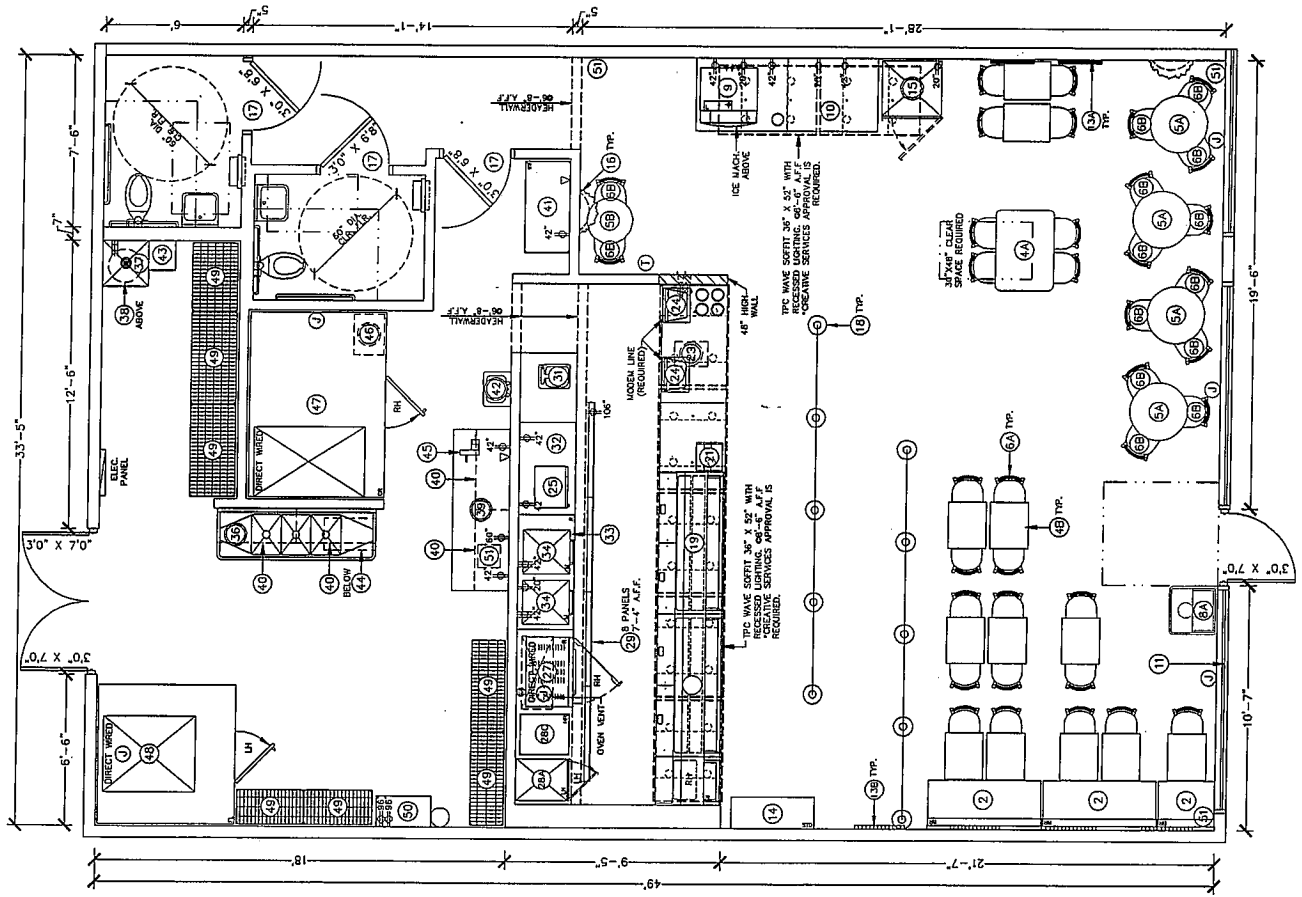
FRANCHISE	RABIH ASMAR
STORE ADDRESS	16244 MIDWAY RD. ADDISON, TX
D.A.	ROGER DALTON
SCALE	1/4" = 1'
DATE	MARCH 18, 2009
DRAWN BY	RICHARD PAZ

ALL DIMENSIONS MUST BE VERIFIED PRIOR TO REQUESTING A FULLSET OF PLANS.

**NOTE:** "THESE PLANS ARE FOR REVIEW ONLY AND ARE NOT TO BE CONSTRUCTED AS FINAL APPROVAL."

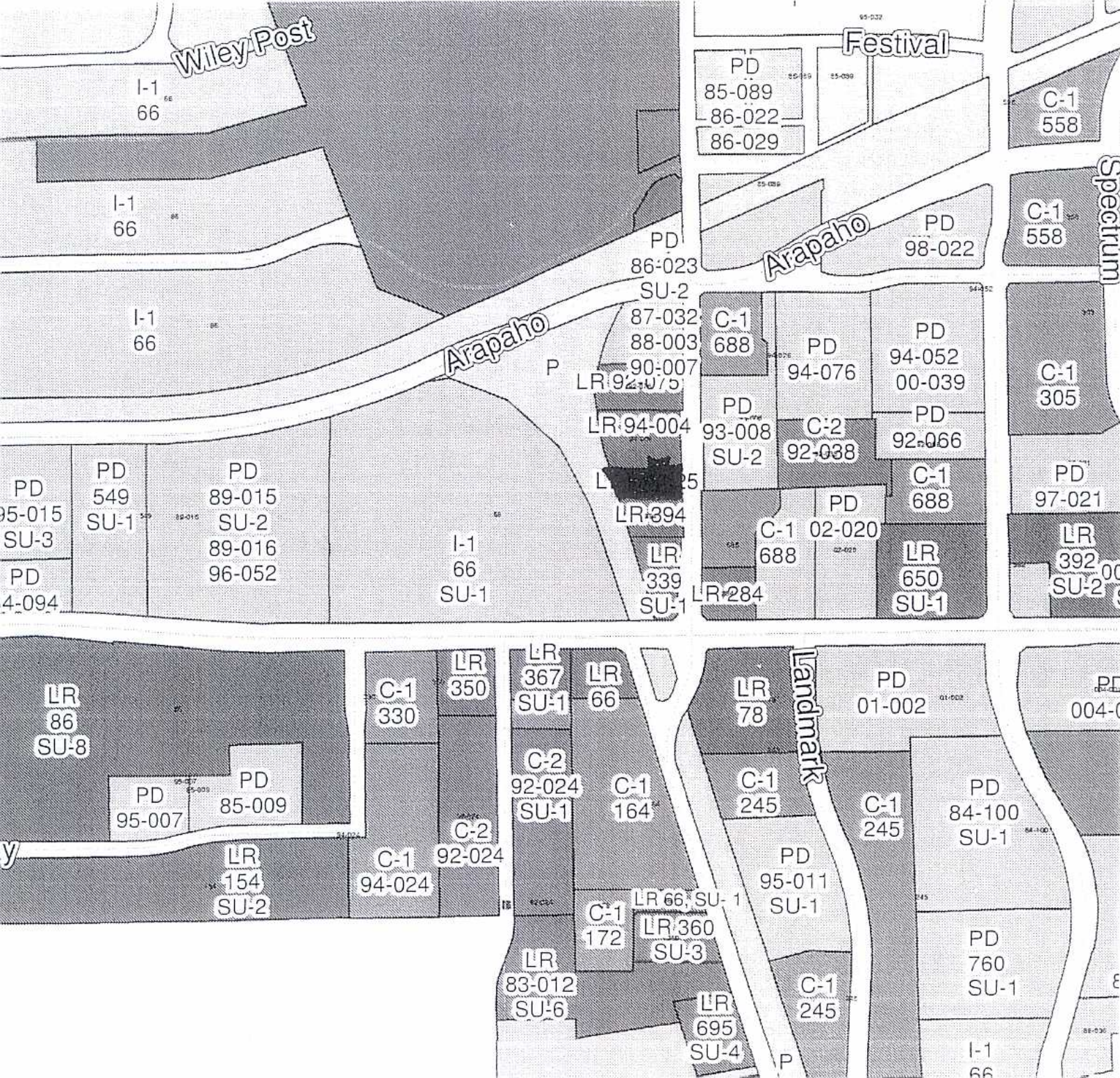
**GENERAL NOTES:**

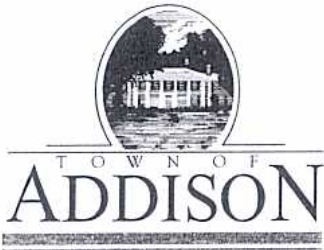
- CEILING HEIGHT IS 10'-0"
- ELECTRICAL OUTLET HEIGHTS MEASURED TO BOTTOM OF BOX.
- ELECTRICAL JUNCTION BOX TO BE LOCATED IN CEILING ABOVE EACH SW-PLUS WATER FILTRATION SYSTEM.
- CINO MODEL SW-PLUS WATER FILTRATION SYSTEM IS REQUIRED IN ALL NEW STORES THAT DISPENSE BEVERAGES. THE RECOMMENDED PLACEMENT FOR INSTALLATION IS MOUNTED TO SODA STRIP RACK BY COCA-COLA. SECONDARY INSTALLATION OPTION IS MOUNTING INSIDE THE FRONT BEVERAGE DISPENSER. SEE DIMENSIONS AND LIMITATIONS OCCUR. REQUIRED: 1/2" INCOMING WATER LINE FEED WITH 1/2" BALL VALVE SHUTOFF AND 1/2" FPT CONNECTION.
- MINIMUM 110 VOLT, 20 AMP ELECTRICAL SERVICE TO SUPPORT THE SW-PLUS WATER FILTRATION SYSTEM.
- SW-PLUS WATER FILTRATION SYSTEM (MUST BE DEDICATED CIRCUIT).
- SW-PLUS WATER FILTRATION SYSTEM (MUST BE DEDICATED CIRCUIT).
- CUSTOMER AREA AT POINT OF PURCHASE (MUST BE DEDICATED CIRCUIT).
- 21 3/4" X 13 1/8" BASE, 55" (WITHOUT HEADERS) OVERSIGHT BASKET STYLE SECONDARY CHIP RACK REQUIRED IN CUSTOMER AREA.
- POINT OF ORDER (PREFERRED PLACEMENT).
- EXIT LIGHTS INSTALLED BY G.C. PER LOCAL CODE.
- EXTINGUISHERS, SMOKE AND FIRE DETECTION SYSTEMS INSTALLED BY G.C. PER LOCAL CODE.
- ALL DRINK MATERIAL SUPPLIED BY G.C. PER LOCAL CODE.
- ALL DRINK MATERIAL SUPPLIED BY G.C. PER LOCAL CODE.
- REFRIGERATOR AND FREEZER MUST BE ADEQUATELY VENTILATED.
- REFER TO MANUFACTURER FOR DETAILS.
- DECOR SPECIFICATIONS ARE TO BE SUBWAYS "TUSCANY II" SCHEME.



# 1579-SUP

**PUBLIC HEARING** Case 1579-SUP/The Quarter. Requesting approval of an Ordinance amending an existing Special Use Permit for a restaurant and amending an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption, in order to add a bar to an existing patio, located at 15201 Addison Road, on application from The Quarter, represented by Mr. Rudy Delgado.





DEVELOPMENT SERVICES

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

16801 Westgrove

Post Office Box 9010 Addison, Texas 75001-9010

April 17, 2009

STAFF REPORT

RE: Case 1579-SUP/The Quarter

LOCATION: 15201 Addison Road

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

APPLICANT: The Quarter, represented by Mr. Rudy Delgado.

DISCUSSION:

Background. This property was originally developed as an auto parts store. In 1991, it was purchased by The Filling Station and converted into a restaurant (Ordinance 091-035, approved by Council on July 7, 1991. The Filling Station restaurant Special Use Permit was amended twice: On March 10, 1992 to add a satellite dish (Ordinance 092-015) and on April 12, 1994 to add a patio (094-020). The Filling Station closed and was taken over by Maako's, which was approved administratively. It was then taken over by The Quarter, which was also approved administratively. The Quarter has been in business in this location for the past several years.

Proposed Plan. At this point, The Quarter wants to cut a hole in the east wall to add a bar with seating, and a hole in the north wall to add a smaller bar with seating. The new bars will allow patrons to sit at a bar stool on the patio. The staff cannot approve many changes administratively, but does not administratively approve changes that increase bar areas or bar service ability. The staff monitors changes that impact a bar area closely because of the potential for increased traffic and noise.

The bar will be added in an existing game room, and the games (two dart boards and a video Golden Tee video game) will be removed. The remainder of the restaurant will not be affected.

Facades. The facades for the restaurant will not be modified, with the exception of the windows being removed on the patio and the two bars being added.

Parking. This restaurant must provide parking at a ratio of one space per 70 square feet. It contains 3,904 square feet and is required to have 55 spaces, which it has. The proposed bar addition does not affect the square footage of the restaurant; therefore no additional parking is required.

Landscaping. The landscaping for the restaurant is in compliance with the landscaping ordinance and is generally maintained in good condition.

Screening of Mechanical Equipment. There will not be any mechanical equipment added.

Food Service Code. In some cities, a bar of this type is not allowed because there is a regulation that requires flying insect barriers at all entrances to food service areas. Neil Gayden notes that Addison does not have such a requirement. There are other locations that have bars of this type, and Neil notes that we have not had any problems. However, the applicant should be aware that he will be required to manage flying insects, and will be required to close up the bars if flying insects become a problem. This will be a requirement of the Food Service Code and does not need to be a zoning condition for approval. The comment is only being made at this point to put the applicant on notice.

**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 no conditions.

Respectfully submitted,



Carmen Moran  
Director of Development Services

**Addison!**

**April 6, 2009**

**To: Carmen Moran, Director Development Services**  
**From: Neil Gayden, Environmental Services Official**  
**Re: Planning & Zoning Case 1579 – SUP/The Quarter**

**We are to understand that the proposed bar will be within the envelope of the building and will service directly on to the outdoor patio. Although we will not require flying insect barriers (i.e. fly fans/air curtains, screen material, etc.), the applicant must be informed that those access points into the building shall not be used at times of the year or during certain times of the day that flies are present and entering the building.**

**We understand the presentation that the applicant is trying to accomplish, but they must be aware of and sensitive to the effective exclusion of all insects, especially houseflies**

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on April 23, 2009, voted to recommend approval of the amendment to an existing Special Use Permit for a restaurant, and an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption, subject to no conditions:

Voting Aye: DeFrancisco, Doherty, Gaines, Hewitt, Wheeler, Wood

Voting Nay: None

Absent: None, one seat vacant

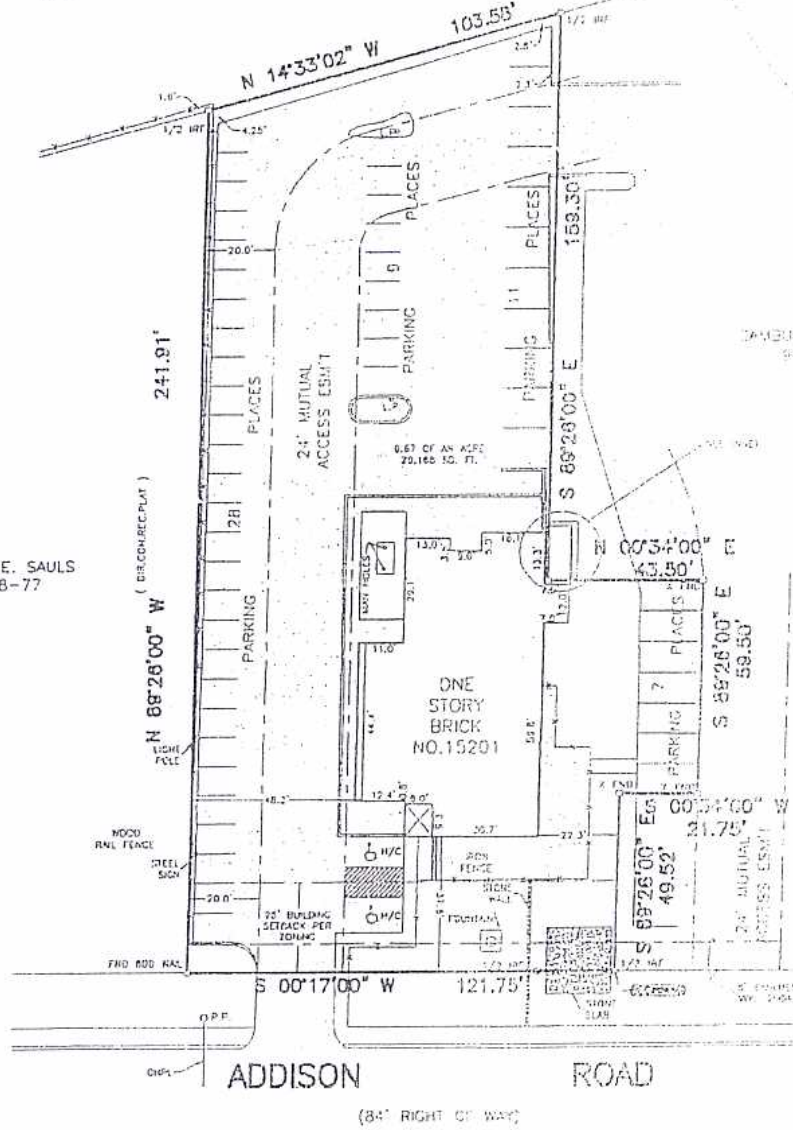


ST. LOUIS AND SOUTHWESTERN RAILROAD  
(100' RIGHT OF WAY)

MISEL

0.5'

FREEZER



JAMES E. SAULS  
8-8-77

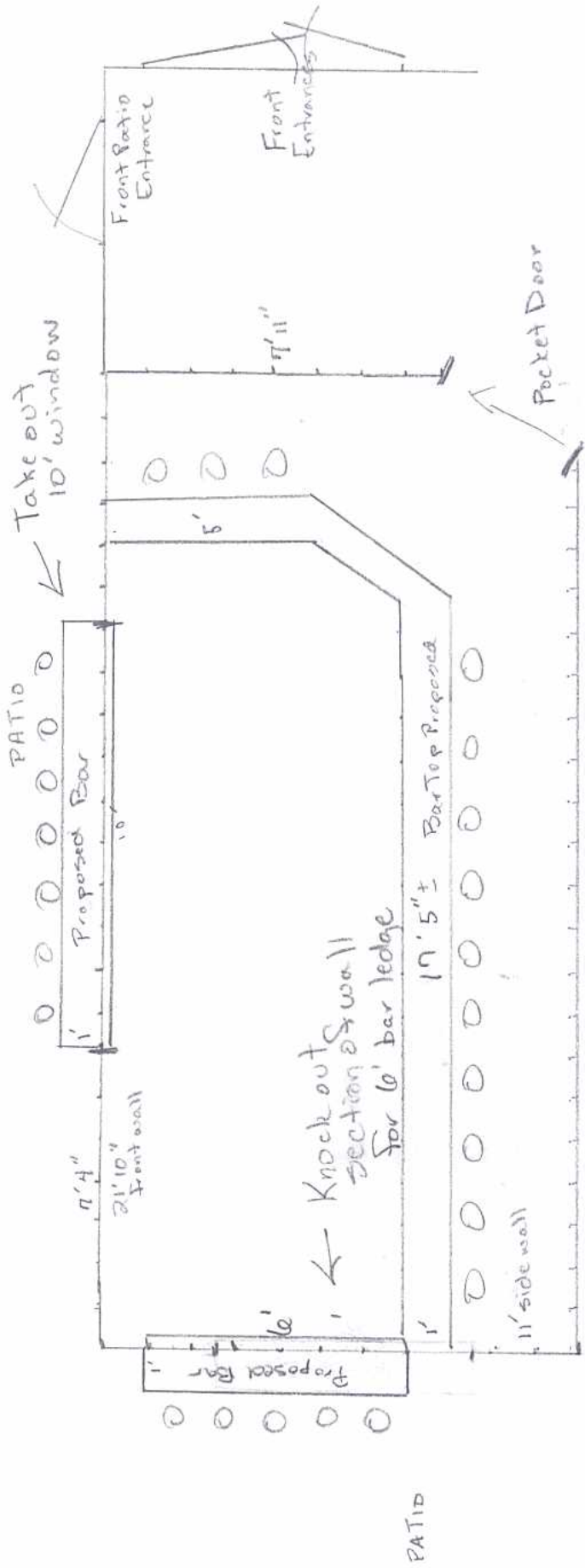
AMERICA PARTNERS L  
84100 5551  
100 1

ADDISON ROAD

(84' RIGHT OF WAY)

TITLE AND ABSTRACTING WORK FURNISHED BY \_\_\_\_\_ CAPITAL TITLE



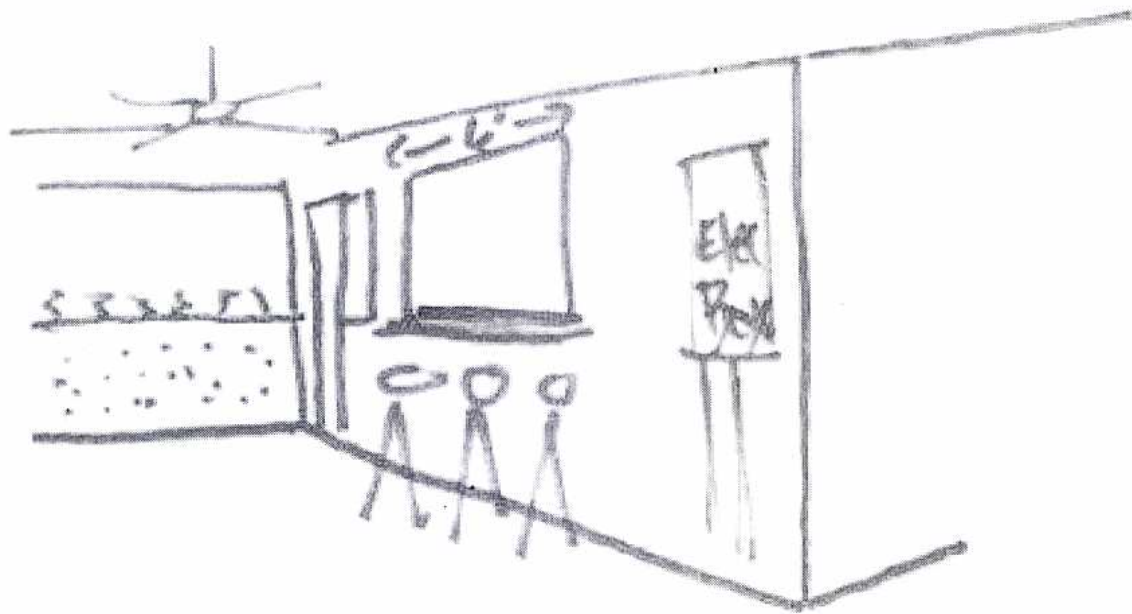


MAIN DINING ROOM

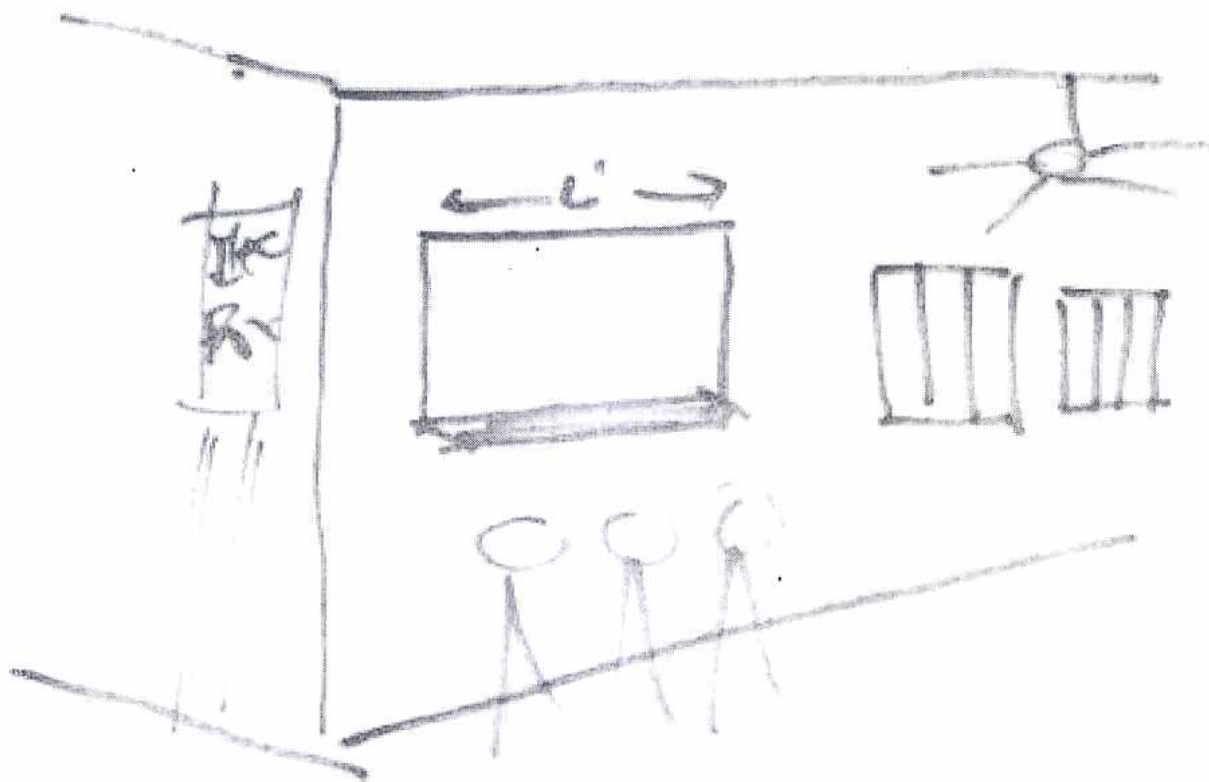
THE QUARTER  
 15201 ADDISON RD  
 ADDISON, TX

1/4 = 1 FT.

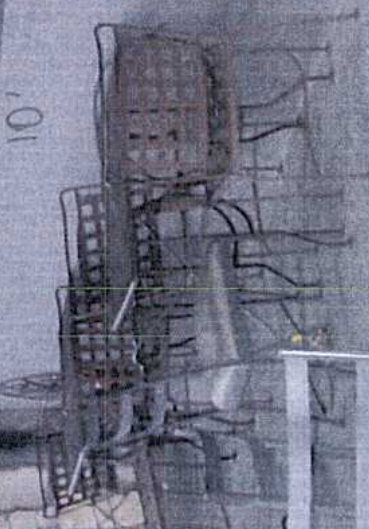
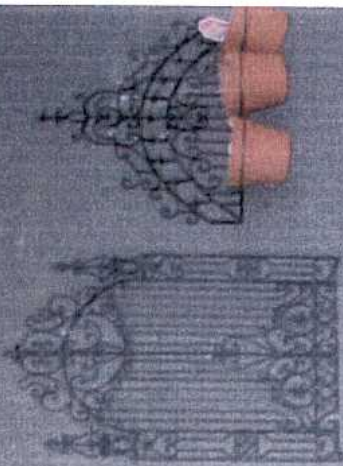




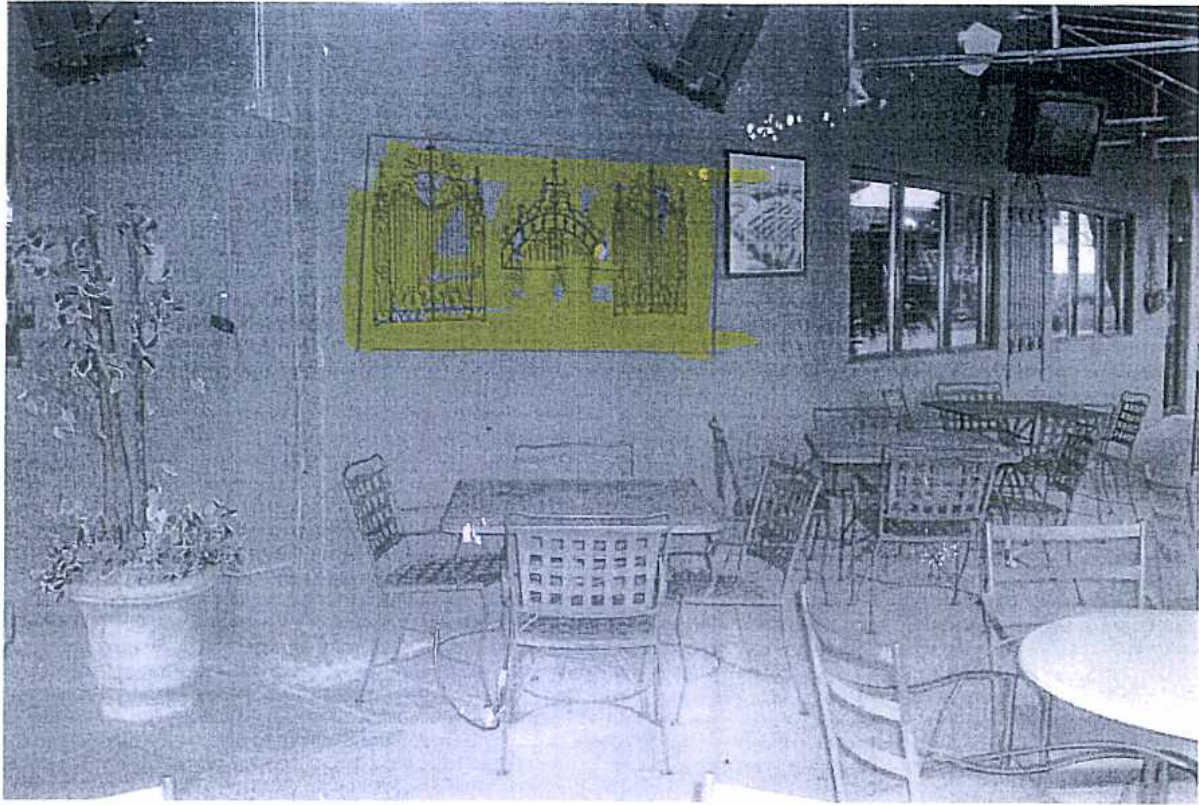
FRONT



SIDE







side wall



