



**REGULAR WORK SESSION & MEETING
OF THE CITY COUNCIL**

February 9, 2016

ADDISON TOWN HALL

5300 BELT LINE RD., DALLAS, TX 75254

5:30 PM DINNER & EXECUTIVE SESSION

6:00 PM WORK SESSION

7:30 PM REGULAR MEETING

WORK SESSION

-
1. Discuss The Proposed Public Information Policy For The Town Of Addison.

 2. Discuss And Coordinate The Council Calendar For March, April & May 2016.

 3. Discussion On Open Carry Regulations At Special Events.

 4. Discuss Funding Options For The Addison Groves Incentive Agreement.
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REGULAR MEETING

Pledge of Allegiance

Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

Consent Agenda:

All items listed under the Consent Agenda are considered routine by the City Council and will be enacted by one motion with no individual consideration. If individual consideration of an item is requested, it will be pulled from the Consent Agenda and discussed separately.

5. Public Comment.

The City Council invites citizens to address the City Council on any topic not on this agenda. Please fill out a **City Council Appearance Card** and submit it to a city staff member prior to Public Participation. Speakers are allowed **up to three (3) minutes per speaker** with **fifteen (15) total minutes** on items of interest or concern and not on items that are on the current agenda. In accordance with the Texas Open Meetings Act, the City Council cannot take action on items not listed on the agenda. The Council may choose to place the item on a future agenda.

6. Consider Approval Of The Minutes For The January 18, 2016 Executive Session, January 18, 2016 Joint Meeting And Minutes For The January 26, 2016 Regular Meeting And Executive Session.

7. Consider An Ordinance Ordering An Election On May 7, 2016 For The Purpose Of Electing Three (3) Council Members For Two (2) Year Terms Each.

8. Consider Authorizing The City Manager To Enter Into A Contract With Icon Consulting Engineers, Inc., For Public Infrastructure Design Services For Vitruvian Phase V In An Amount Not To Exceed \$311,065.00.

9. Consider Authorizing the City Manager to Approve an License Agreement with Greenhill School for the Use of an Easement Area on School Property.

10. Consider Authorizing The City Manager To **Approve the Assignment Of Ground Lease #0330-6803 (William R. White) Commonly Known As 16101-16111 Addison Road To Dukes Ice House, LLC.**

11. Consider A **Request From Duke's Ice House, LLC For The Consent For Structural Modifications To The Leasehold Improvement On Ground Lease #0330-6804 (Duke's Ice House, LLC) Commonly Known As 16101-16111 Addison Road.**

Regular Items

12. Discuss And Consider Approval Of **Change Order 5 To John Burns Construction, Inc. For The Belt Line Road Underground Utilities Project** In An Amount Not To Exceed \$257,886.68.

13. Discuss And Consider A **Resolution Authorizing The City Manager To Enter Into A Contract With Gary Osier Presents, Inc., For Professional Services To Retain And Compensate The Band Perry As Performing Headliners For Taste Addison 2016.**

14. Discuss **Zika Virus Public Health Information.**

15. Discuss And Consider Action Regarding **New Open Carry Regulations.**

16. Discuss And Consider Action Needed To **Adopt The Addison Athletic Club Master Plan.**

17. Discuss And Consider Action Needed To **Select The Next Special Area Study And Impacts On The Master Transportation Plan For The Town Of Addison.**

Executive Session

18. Closed (executive) session of the Addison City Council pursuant to:

Section 551.071, Tex. Gov. Code, to conduct a private consultation with its attorney(s) on a matter in which the duty of the attorney(s) to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Tex. Gov. Code, pertaining to

- **Sales Tax Collection**

- **The ponds or lakes at Vitruvian Park, located within the vicinity and east of the intersection of Vitruvian Way and Ponte Ave, and Farmers Branch Creek**

- **Town of Addison v. Landmark Structures I, L.P. and Urban Green Energy Cause No. DC-15-0761 44th Judicial District Court, Dallas County, Texas**

Reconvene from Executive Session

19. **RECONVENE INTO REGULAR SESSION:** In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on matter discussed in Executive Session.

Adjourn Meeting

NOTE: The City Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including §551.071 (private consultation with the attorney for the City); §551.072 (purchase, exchange, lease or value of real property); §551.074 (personnel or to hear complaints against personnel); §551.076 (deployment, or specific occasions for implementation of security personnel or devices); and §551.087 (economic development negotiations). Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.

Posted:

Laura Bell, 2/05/16, 5:00pm

**THE TOWN OF ADDISON IS ACCESSIBLE TO PERSONS WITH DISABILITIES.
PLEASE CALL (972) 450-7017 AT LEAST
48 HOURS IN ADVANCE IF YOU NEED ASSISTANCE.**

AI-1514

Item # 1.

Work Session and Regular Meeting

Meeting Date: 02/09/2016

Department: City Secretary

AGENDA CAPTION:

Discuss The **Proposed Public Information Policy For The Town Of Addison.**

BACKGROUND:

The City Secretary's Office, in coordination with the City Attorney, has drafted a Public Information Policy ("Policy"). This policy establishes clear guidelines for all Town Staff to follow when responding to and completing Open Records Requests ("Requests"). Below are a few important recommendations in the Policy:

1. **Staff will charge for Requests that are over 50 pages.** The 50 page trigger for charges is in line with the fee schedule set forth by the Attorney General. Once a Request reaches copies of 50 pages, the municipality can charge staff time. Staff affirms this practice for the Town. When complying with Requests in accordance with the Public Information Act, some Requests can be very time consuming and labor intensive for staff. Specifically, some Requests are in the hundreds of pages or may take many hours of valuable staff time to copy and produce the records requested. Pursuant to the Public Information Act, these charges allow the Town to recoup a small portion of cost to the Town to fulfill the Requests.
2. **This Policy also creates guidelines for staff to respond in a timely manner.** The Public Information Act gives the municipality up to 10 business days to respond. The proposed policy gives the City Secretary 24 hours to assign the request to the responsible department. After assignment, the department then has three (3) days to provide the documents to the City Secretary's Office. These guidelines will help the City Secretary and the City Attorney have ample time to review the documents and decide what information is public.
3. When all Requests are treated equally, as the Policy recommends, Town Staff and individuals requesting information can know what to expect from the Town. The Policy ensures that the Town is acting in accordance with State Law.

This policy will not change the customer service level that requestors receive in Addison, and does not conflict with the Public Information Act.

RECOMMENDATION:

Administration seeks approval from Council to bring forward a Resolution adopting the policy at a future meeting.

Attachments

Policy



TOWN OF ADDISON
OPEN RECORDS POLICY

PURPOSE

The purpose of this policy is to establish internal guidelines in accordance with Texas Government Code 552.001, et seq., as amended, (the Texas Public Information Act) (the “Act”), to ensure that all records in the possession of and pertaining to the operation of the Town of Addison, Texas (“City”) are available to the public through a systematic and centralized process and as required by law.

DEFINITIONS

- **City Secretary’s Office**- The office of the City Secretary of the Town of Addison, Texas, which shall include the City Secretary and any employees within this office.
- **Department**- The department(s) to whom a public information request is forwarded or the department(s) that has information responsive to a request for public information. The term department shall refer to the liaison(s) as defined in this policy, and any other employee so designated or responsible for responding to public information requests.
- **Department Head**- The individual in charge of a department within the City as determined by the City Manager.
- **Liaison**- The person(s) in each department designated by the department head as responsible for responding to, processing and filling requests for public information.
- **Manipulation**- The process of modifying, reordering, or decoding information with human intervention.
- **Public Information**- the definition of “public information” as set forth in the Act, as amended.
- **Public Information Requests**- All written Requests for public information fall under the provisions of the Act. This includes any correspondence, standard form

Open Records Disclosure Policy
Town of Addison

document, facsimile, email communication, or other writing that requests information. The City has a portal that can be used to Request public information, but USAGE OF THE PORTAL IS NOT REQUIRED. It is the City's policy to request that a Requestor submit a Request for public information in writing via the City's designated portal on the City's website.

- Requestor- any person, group, association, corporation or other assembly of individuals who make a request for public information pursuant to the Act.
- Requests- All requests for information, as defined under the Act, with the exception of open record requests that are received by the Police Department, Fire Department and/or Municipal Court. In the event a request overlaps between departments (ie. City Secretary and Fire Department), the City Secretary shall assume the leadership of accepting and responding to the request.
- Standard/ Nonstandard Copies-
 - Standard Copies- Printed impressions on paper that measures up to 8 ½ by 14 inches. Each side of a piece of paper on which an impress is made is counted as a copy.
 - Nonstandard Copies- Copies of information made available to a Requestor in any format other than a standard copy. This includes, but is not limited to, microfiches, microfilm, diskettes, magnetic tapes, videocassettes, and paper copies larger 8 ½ by 14 inches.

GENERAL

The City regularly receives Requests for access to public information. The City shall evaluate each Request in accordance with the requirements set forth in the Act. The timeline for the release of information is dependent upon the information requested, and whether or not it falls within a mandatory or permissive exception provided by the Act. The purpose of this policy is to provide general guidance on the open records process in the Town.

In handling Requests for public information, the City must comply with the requirements of the Act. Any written Request for public information in the state of Texas, routine or otherwise, must be handled in accordance with the Act and other state and federal statutes. Charges associated with the copying of information fall under the provisions of the Act, specifically those sections of the Code that set maximum charges for the copying of information, and the Texas Administrative Code. These charges must be used in assessing fees for compiling and copying public information, except to the extent that other law provides for charges for specific kinds of public information.

The fee schedule provided in the Texas Administrative Code must be followed when responding to a Requestor and assessing costs.

The Act does not require the creation of new information. Departments should only

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Town of Addison

provide information that responds to the Request and that exists at the time the Request is received. If a Department does not have information that responds to a Request, the Department shall notify the City Secretary's Office, which shall notify the Requestor, in writing.

The Act prohibits the City from inquiring why a Requestor is requesting certain information or how the information will be used. City staff may only make inquiries to a Requestor for the following reasons:

1. To establish proper identification, if needed;
2. To clarify a Request that is unclear; and/or
3. In cases where a large amount of information has been requested, to discuss how the scope of a Request may be narrowed.

CITY SECRETARY

The City Charter designates the City Secretary as the Town Records Management Officer for the City and all Requests for public records should be addressed to the City Secretary. The City Secretary shall be the City's authority for releasing records in accordance with the Act, with the exception of Fire Department, Municipal Court and Police Records.

The Request must sufficiently identify the record desired by name (if known) of record, date of record, and address/location of record. The City, however, must make a good faith effort to advise the Requestor of the kinds of records available to assist him in clarifying his Request. Should the type of record being requested not be a record maintained by the City, the City has no obligation to create a record or records to satisfy the request.

DEPARTMENT RESPONSIBILITY

The City Secretary's Office is the point of contact and the distribution point for all Requests. Departments shall forward all Requests received to the City Secretary's office within twenty-four (24) hours of receipt.

The Department Head is responsible for providing coordination between the City Secretary's Office and staff in his or her office to ensure that provisions of this Policy are followed. Department Heads are responsible for responding as requested by the City Secretary's Office or City Attorney regarding Requests for departmental public information.

Department Heads shall appoint one (1) or more departmental liaison(s) that will be responsible for responding to, processing and fulfilling Requests, and working with the City Secretary's Office or City Attorney in handling Requests. The Department Head shall also ensure that if the departmental liaison(s) is unavailable, at least one (1) staff member with knowledge of the public information process and all Requests that are

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submitted to the Department, is available to process the Request and/or work with the City Secretary's Office and City Attorney in handling Requests.

Departments are responsible for organizing and maintaining both active and inactive information in a manner that maximizes the ready availability of the information in accordance with state laws.

Departments are responsible for providing all responsive documentation to the City Secretary's Office within four (4) days of the Request date, unless requested sooner. Revisions of this time period may be made by the City Secretary and/or City Attorney, upon Request and demonstration of necessity.

Departments are responsible for estimating, justifying, and reporting all charges associated with compiling and copying information.

Departments shall examine all information to determine which information is responsive to the Request and forward such information to the City Secretary's Office.

CITY SECRETARY'S OFFICE

The City Secretary's Office logs in and carries out the initial distribution of all Requests to relevant Department Heads and/or appointed liaisons and also forwards a copy to the City Attorney.

The City Secretary's Office is responsible for contacting the Requestor to confirm receipt and to indicate the initial status of distribution efforts, if known.

The City Secretary's Office will provide advice to Departments on costs associated with providing copies of, or access to, public information. The City Secretary's Office shall be responsible for drafting all cost estimate letters in association with Requests.

The City Secretary's Office will provide copies or access to public information in response to standard Requests in accordance with the Act.

The City Secretary's Office is responsible for advising and informing the City Manager's Office on Requests as requested by the City Manager.

The City Secretary's Office shall coordinate the response to all Requests, with the assistance of the City Attorney. The City Secretary's Office shall not provide access or copies to the Requestor until the City Attorney has reviewed the information and determined if the information can be released.

CITY ATTORNEY

The City Attorney is responsible for assisting in the compliance of this policy, the Act and the direction of City Council.

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Town of Addison

The City Attorney reviews all Requests forwarded by the City Secretary's Office and other Departments to determine whether any portion of the requested information may fall under an exception pursuant to the Act.

In order to determine whether information is confidential or excepted from disclosure under the law, the City Secretary's Office shall provide the City Attorney with a copy of the requested information before the information is released to the Requestor. The City Attorney shall notify the Requestor, relevant Departments, and the City Secretary's Office upon determination that the requested information is subject to exception from disclosure or release. The City Attorney shall oversee the redaction of information determined to be confidential or otherwise excepted from public disclosure.

In accordance with the Act and if necessary, the City Attorney will send a Request for a ruling to the Texas Attorney General. The City Secretary's Office will be copied on all correspondence with the Attorney General's Office.

PRACTICE

All Requests shall be submitted in writing regardless of the source, and shall be submitted to the City Secretary's Office. The Requestor may submit his Request in letter form, by electronic mail, by facsimile, or by completing the Request through the open records request online portal. All Requests that are not submitted through the online portal should be forwarded immediately to the City Secretary's Office for review and distribution.

The City Secretary's Office shall distribute the Request to the appropriate Departments, which shall confirm receipt of the Request within one (1) business day. A copy of the information responsive to the Request shall be provided to the City Secretary's Office within four (4) business days of receipt of the Request by the City, unless requested sooner.

All responsive information maintained by the City at the time of a Request must be provided to the City Secretary's Office. After review by the City Secretary's Office and the City Attorney, if applicable, all information, which is not otherwise excepted from required public disclosure, shall be released. The difficulty or inconvenience involved in making this information available is not a factor in determining whether or not information shall be released. The availability and volume of information requested, however, are highly relevant to what constitutes a reasonable period of time. For more voluminous Requests, the task of compilation may be greater.

Requests shall be handled promptly and timely, taking into account the order in which they are received and the information requested. When the time necessary for compilation or provision of requested information will exceed ten (10) business days from the date of the standard Request, the City Secretary's Office shall certify in writing to the Requestor the approximate date when the information will be available, copying

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the City Attorney and City Attorney's designee for Requests.

All original Requests for Disclosure of Public Records, along with any documentation and/or rulings, shall be maintained by the Department receiving the Request (City Secretary, Emergency Response, Fire, and Police) for file, records retention, and reference purposes in accordance with the Texas State Library and Archives Retention Schedule.

Electronic Data

If responsive information exists in an electronic or magnetic medium, the Requestor may Request a copy either on paper or in an electronic medium, such as on diskette or magnetic tape. City staff shall provide a suitable copy in the requested medium if:

- 1) the City has the technological ability to produce a copy of the requested information in the requested medium;
- 2) the City is not required to purchase any software or hardware to accommodate the Request; and
- 3) provision of a copy of the information in the requested medium will not violate the terms of any copyright agreement between the City and a third party.

If City staff is unable to comply with a Request to produce a copy of information in a requested medium for any of the reasons described above, City staff shall provide a paper copy of the requested information or a copy in another medium that is acceptable to the Requestor. City staff is not required to copy information to a diskette or other material provided by the Requestor, but may use City supplies and charge the Requestor.

Manipulation of Data

If City staff determines that responding to a Request will require programming or manipulation of data and that compliance with the Request is not feasible or will result in substantial interference with ongoing operations, the City Secretary's Office shall provide to the Requestor a written statement that must include:

- 1) a statement that the information is not available in the requested form;
- 2) a description of the form in which the information is available;
- 3) a description of any contract or services that would be required to provide the information in the requested form;
- 4) a statement of the estimated cost of providing the information in the requested form, in accordance with charges outlined in the Act; and

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- 5) a statement of the anticipated time required to provide the information in the requested form.

The City Secretary's Office shall provide the written statement to the Requestor in accordance with the Act.

After providing the written statement to the Requestor, staff has no further obligation to provide the information in the requested form or in the form in which it is available unless, within thirty (30) days, the Requestor states in writing to the staff that the Requestor:

- 1) wants staff to provide the information in the requested form according to the cost and time parameters set out in the statement or according to other terms to which the Requestor and staff agree; or
- 2) wants the information in the form in which it is available.

If the Requestor does not make a timely written statement as provided in this section, the Request is considered to be withdrawn.

The City Secretary's Office shall maintain a file containing all written statements issued under this section in a readily accessible location for one (1) year after a final decision on the Request has been made.

Staff shall consult with the Information Technology Department prior to providing the written statement described above, as well as a "suitable copy" described in Electronic Data, if Information Technology has service responsibility for the electronic records keeping systems from which the information is being requested.

Request for Inspection and Delivery

For both convenience and security, all information requested shall be located by Department staff, inspected by the Requestor, and copied by Department staff.

City staff shall not remove or allow to be removed from City offices any original copies of public information. Inspections of public information shall take place on-site in City facilities. Departments shall provide facilities and accommodations to accomplish such inspections.

Persons requesting access to public information must complete examination of the information within ten (10) business days from the date material is made available to them. This period may be extended an additional ten (10) business days provided the Requestor, during the initial period, files a written request for additional time. If the Requestor does not complete the examination within ten (10) business days after the information is made available, and does not file a Request for additional time, the

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Request is considered withdrawn. An additional ten (10) business days may be granted if, within the additional period, the Requestor files another written Request for additional time. This examination period may be interrupted if the information is needed for use by the City. This period of interruption is not included in the time period during which persons may examine information.

Copies of materials requested will be sent to the Requestor in the manner in which it was received. It may be mailed to the Requestor by first class United States mail, provided that the Requestor has paid all costs associated with copying, as well as postage costs, in advance.

Destruction of public information shall take place on a regular and systematic basis according to approved records retention and disposition schedules, City Code provisions and state law. No information shall be destroyed, however, including information whose retention minimum has expired, after a Request for that information or notification of such a pending Request has been received.

Repetitious Requests

If City staff determines that a Requestor has made a duplicate Request (an identical Request to one that has previously been answered by the City), the City Secretary's Office shall certify to the Requestor that copies of all or part of the requested information were previously furnished or made available to the Requestor. The certification must include:

- 1) a description of the information for which copies have been previously furnished or made available to the Requestor;
- 2) the date the governmental body received the Requestor's original Request for that information;
- 3) the date the governmental body previously furnished copies or made the information available to the Requestor;
- 4) a certification that no subsequent additions, deletions, or corrections have been made to that information; and
- 5) the name, title, and signature of the officer for public information or the officer's agent making the certification.

A charge may not be imposed for making a certification under this section.

This section does not apply to information that was not previously copied or made available to the Requestor upon payment, including information for which copies were not furnished or made available because the information was redacted from other information that was furnished or made available or because the information did not yet

exist at the time of an earlier Request.

When mailing copies of sensitive information, certified mail should be used when an appropriate mailing address is provided.

FEES

Fees for disclosure of public records shall be determined as outlined by the guidelines established by the Texas Building and Procurement Commission (formerly General Services Commission (GSC)) rules (Texas Administrative Code, Sections 111.61 - 111.63) as summarized in Exhibit A.

Departments shall keep records of labor involved in compiling all Requests for information so that proper charges can be assessed.

The City Secretary with the help of the City Attorney should provide a Requestor with a written estimate of costs anticipated for information that will require manipulation, programming, personnel time, or other cost categories over and above simple paper copies.

As a general rule, there is no charge for inspection of public information if a copy is not requested. The following are exceptions to this rule, for which fees may be charged:

- 1) In the case of paper records on which a page or pages contain confidential information that must be edited or redacted before the information can be made available, departments may charge only for the cost of a copy of the page from which information must be redacted.
- 2) In the case of information in an electronic medium that is not available directly online to a Requestor and that will require programming or manipulation of data to comply with a Request, departments may impose charges for access to the information. The City Secretary's Office shall provide an estimate of related charges to the Requestor before assembling the information.
- 3) In the case of information in an electronic form on a computer owned or leased by the City to which the public has direct access through a computer network or other means and that will require processing, programming, or manipulation on the City-owned or leased computer before it can be electronically copied, departments may impose associated charges.

When mailing copies of material requested, fees charged shall be collected before materials are sent. The City Secretary's Office may notify Requestors of exact charges by telephone, correspondence, or by calculating charges on the Public Information Request form and forwarding it as an invoice. All facsimile and mailing costs, including certified mail charges, shall be included as part of total copying charges assessed.

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When charges for copying are projected with certainty to exceed \$100, a deposit shall be charged, and a receipt for this amount shall be given when the deposit is received.

Sales tax may not be added to the charges for copying public information.

Mailing charges may be assessed.

WAIVER

The City reserves the right to waive fees for the cost of a copy or copies requested by a city official, city employee or other governing entities (local, state, or federal).

TRAINING

The City Secretary's Office, in conjunction with the City Attorney, shall provide training and guidance to all Departments and Liaisons on the legal requirements, costs, and procedures associated with responding to Requests for public information.

All staff members designated as a Liaison for public information, or a backup to the Liaison in his or her absence, shall be required to attend the training at least once within a two-year period. If a new staff member is designated as a Liaison, or the backup to the Liaison, that person shall attend the next available training session.

The City Secretary's Office is the official designee of the City to satisfy the training requirements of Section 552.012 of the Texas Government Code, as amended.

REFERENCES

- Public Information Act, Chapter 552, Texas Government Code, as amended.
- Cost Regulations, as set forth in § 552.261 - .274, Texas Government Code and Texas Administrative Code, Chapter 70.
- Addison Code of Ordinances, Article V. Records Management.

AI-1515

Item # 2.

Work Session and Regular Meeting

Meeting Date: 02/09/2016

Department: City Secretary

AGENDA CAPTION:

Discuss And Coordinate The **Council Calendar For March, April & May 2016.**

BACKGROUND:

Laura Bell

RECOMMENDATION:

Information only, no action required.

Attachments

Calendar

March 2016

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2 Mayor Coffee (AM)	3	4	5
6	7 ED Lunch	8 Airport Liaison (4pm) Council Meeting	9	10 Strategic Planning Session (4-8)	11	12
13	14	15	16	17 Metrocrest Key Holder Breakfast (730a) Mayor Coffee (PM)	18	19
20	21	22 Council Meeting	23	24	25 Good Friday	26
27	28	29	30	31		

April 2016

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4 ED Lunch	5	6 Mayor Coffee (AM)	7	8	9
10	11	12 Council Meeting	13	14	15	16
17	18 Possible Worksession if needed	19	20	21 Mayor Coffee (PM)	22	23
24	25	26 Council Meeting	27	28	29	30

May 2016

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 ED Lunch	3	4 Mayor Coffee (AM)	5	6	7 Election
8 Mother's Day	9	10 Council Meeting	11	12	13 Taste of Addison (13- 15)	14
15	16	17	18	19 Mayor Coffee (PM)	20	21
22	23	24 Council Meeting	25	26	27	28
29	30 Town Holiday Memorial Day	31				

AI-1524

Item # 3.

Work Session and Regular Meeting

Meeting Date: 02/09/2016

Department: Legal

AGENDA CAPTION:

Discussion On **Open Carry Regulations At Special Events.**

BACKGROUND:

Recent Attorney General opinions regarding the posting of multi-purpose buildings to regulate the carrying of weapons have left questions regarding the Town's ability to post the Police/Court building at the entrance to the building and the ability to prohibit weapons at the Town's special events that have historically devoted a significant portion of the event grounds to carnival/amusement rides. Under current statutory provisions, the carnival/amusement area is a prohibited place for both open and concealed carry. The City Attorney is seeking direction regarding the Town's desire to request an Attorney General opinion specific to Addison.

RECOMMENDATION:

Administration requests direction from Council.

AI-1534

Item # 4.

Work Session and Regular Meeting

Meeting Date: 02/09/2016

Department: City Manager

AGENDA CAPTION:

Discuss **Funding Options For The Addison Groves Incentive Agreement.**

BACKGROUND:

Staff will present to Council options available to fund the incentive agreement for the Addison Groves development.

RECOMMENDATION:

Staff requests direction from Council as to funding options for this incentive agreement.

AI-1523

Item # 6.

Work Session and Regular Meeting

Meeting Date: 02/09/2016

Department: City Secretary

AGENDA CAPTION:

Consider Approval Of The **Minutes For The January 18, 2016 Executive Session, January 18, 2016 Joint Meeting And Minutes For The January 26, 2016 Regular Meeting And Executive Session.**

BACKGROUND:

Staff has prepared the minutes for the Executive Session on January 18, 2016, Joint Meeting on January 18, 2016 and the Regular Meeting & Executive Session on January 26, 2016.

RECOMMENDATION:

Administration recommends approval.

Attachments

January 26 2016 Executive Session Minutes

January 18 2016 Executive Session Minutes

January 18 2016 Joint Meeting Minutes

January 26 2016 Regular Meeting Minutes

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL WORK SESSION

January 26, 2016

Stone Cottage At The Addison Conference Center, 15650 Addison Road,
Addison, Texas 75001

6:00 PM Executive Session

Present: Arfsten; Carpenter; Heape; Hughes; Mayor Meier; Moore; Wilcox

Pledge of Allegiance

Executive Session

Council convened into Executive Session at 6:02 pm.

Council recessed from Executive Session at 6:34pm.

Council reconvened into Executive Session at 6:35pm.

Council recessed from Executive Session at 7:07pm.

Council reconvened into Executive Session at 12:27 am on January 27,
2016.

Council recessed from Executive Session at 1:05 am on January 27,
2016.

Mayor Pro Tem Janelle Moore made a motion to approve an Economic
Development Incentive Grant for Infrastructure Reimbursement for the
Urban InTown Homes, LLC for the Sam's Club redevelopment on the
terms as discussed in Executive Session.

Motion made by Moore

Seconded by Carpenter

Voting AYE: Carpenter, Heape, Hughes, Mayor Meier, Moore, Wilcox

NAY: Arfsten

Passed

Closed (executive) session of the Addison City Council pursuant to:

Section 551.071, Tex. Gov. Code, to conduct a private consultation with
its attorney(s) on a matter in which the duty of the attorney(s) to the
governmental body under the Texas Disciplinary Rules of Professional
Conduct of the State Bar of Texas clearly conflicts with Chapter 551,
Tex. Gov. Code, pertaining to

- **The ponds or lakes at Vitruvian Park, located within the vicinity
and east of the intersection of Vitruvian Way and Ponte Ave,
and Farmers Branch Creek**

Section 551.087, Tex. Gov. Code, to deliberate commercial or financial information that was received from a business prospect that seeks to locate, stay, or expand in or near the territory of the governmental body, and with which the governmental body is conducting economic development negotiations.

• **Former Sam's Club Property**

Reconvene from Executive Session

RECONVENE INTO REGULAR SESSION: In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on matter discussed in Executive Session.

Adjourn Meeting

NOTE: The City Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including §551.071 (private consultation with the attorney for the City); §551.072 (purchase, exchange, lease or value of real property); §551.074 (personnel or to hear complaints against personnel); §551.076 (deployment, or specific occasions for implementation of security personnel or devices); and §551.087 (economic development negotiations). Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.

Mayor-Todd Meier

Attest:

City Secretary-Laura Bell

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL WORK SESSION

January 18, 2016

Addison Treehouse, 14681 Midway Road Addison, Texas 75001

5:15 PM Executive Session

Present: Arfsten; Carpenter; Hughes; Meier, Mayor; Moore; Wilcox

Absent: Heape

EXECUTIVE SESSION

Closed (executive) session of the Addison City Council pursuant to:

Section 551.087, Tex. Gov. Code, to deliberate commercial or financial information that was received from a business prospect that seeks to locate, stay, or expand in or near the territory of the governmental body, and with which the governmental body is conducting economic development negotiations.

- **Former Sam's Club Property**

Council convened into Executive Session at 5:16 pm.

RECONVENE FROM EXECUTIVE SESSION

RECONVENE INTO REGULAR SESSION: In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on matter discussed in Executive Session.

Council adjourned from Executive Session at 6:04pm.

No action taken.

Adjourn Meeting

NOTE: The City Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including §551.071 (private consultation with the attorney for the City); §551.072 (purchase, exchange, lease or value of real property); §551.074 (personnel or to hear complaints against personnel); §551.076 (deployment, or specific occasions for implementation of security personnel or devices); and §551.087 (economic development negotiations). Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.

Mayor-Todd Meier

Attest:

City Secretary-Laura Bell

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL WORK SESSION

January 18, 2016

Addison Treehouse, 14681 Midway Road, Suite 200, Addison, Texas 75001

6:00 pm Joint Meeting

Present: Arfsten; Carpenter; Hughes; Meier, Mayor; Moore; Wilcox; Skip Robbins, Planning & Zoning Commission Chairman; Jim Robinson, Planning & Zoning Commissioner; Jason Ennis, Planning & Zoning Commissioner; Stacey Griggs, Planning & Zoning Commissioner; Debra Morgan, Planning & Zoning Commissioner; Tom Schaeffer, Planning & Zoning Commissioner

Absent: Heape; Randy Smith, Planning & Zoning Commissioner

SPECIAL MEETING

- 1. Welcome And Overview Of Agenda Topics**
- 2. Present Planning & Zoning Commission Chairman's Report**
- 3. Discussion Regarding Vision For Community Development**
- 4. Discussion Regarding Communication Between Council And Planning & Zoning Commission**

The members of Council and the Planning & Zoning Commission met to discuss the items listed. A general discussion on each item continued throughout the meeting. No action was taken.

The meeting adjourned at 8:11pm.

Adjourn Meeting

NOTE: The City Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including §551.071 (private consultation with the attorney for the City); §551.072 (purchase, exchange, lease or value of real property); §551.074 (personnel or to hear complaints against personnel); §551.076 (deployment, or specific occasions for implementation of security personnel or devices); and §551.087 (economic development negotiations). Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.

Mayor-Todd Meier

Attest:

City Secretary-Laura Bell

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL WORK SESSION

January 26, 2016

Addison Conference Center, 15650 Addison Road Addison, Texas 75001

6:00 PM Executive Session

6:45 PM Worksession

7:30 pm Regular Meeting

Present: Arfsten; Carpenter; Heape; Hughes; Mayor Meier; Moore; Wilcox

WORK SESSION

1. Discuss The **Proposed Public Information Policy For The Town Of Addison.**

Due to time constraints, Council tabled this item to the February 9, 2016 meeting.

2. Discuss And Coordinate The **Council Calendar For March, April & May 2016.**

Due to time constraints, Council tabled this item to the February 9, 2016 meeting.

REGULAR MEETING

Pledge of Allegiance

Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

2. Present **Silver Fleet Award To The Town Of Addison From The North Central Texas Council Of Governments.**

Mark Acevedo, Director of General Services and Events, presented the award to the Mayor for the Town of Addison. The Mayor and Council commended the department on the award.

Consent Agenda:

All items listed under the Consent Agenda are considered routine by the City Council and will be enacted by one motion with no individual consideration. If individual consideration of an item is requested, it will be pulled from the Consent Agenda and discussed separately.

Motion made by Mayor Meier Items 5, 6 & 7 were pulled from the agenda for consideration at the February 9, 2016 meeting.

The motion was for Item 4 only.

Seconded by Moore

Voting AYE: Arfsten, Carpenter, Heape, Hughes, Mayor Meier, Moore, Wilcox

Passed

3. Consider **Approval Of The January 12, 2016 Regular Meeting Minutes.**

4. Consider A **Resolution Appointing Members To The Planning & Zoning Commission.**

5. Consider A **Resolution Appointing Members To The Community Partners Bureau.**

6. Consider A **Resolution Appointing Members To The Board Of Zoning Adjustment.**

Regular Items

8. Discuss And Consider Action Regarding **New Open Carry Regulations.**

Due to time constraints, Council tabled this item to the February 9, 2016 meeting.

Public Comment.

The City Council invites citizens to address the City Council on any topic not on this agenda. Please fill out a **City Council Appearance Card** and submit it to a city staff member prior to Public Participation. Speakers are allowed **up to three (3) minutes per speaker** with **fifteen (15) total minutes** on items of interest or concern and not on items that are on the current agenda. In accordance with the Texas Open Meetings Act, the City Council cannot take action on items not listed on the agenda. The Council may choose to place the item on a future agenda.

Council agreed to open the Public Comment section to those who wished to speak in regards to the Addison Groves development. The following citizens spoke:

Chris Defrancisco, 3917 Bobbin Lane spoke against the item.

Chad Conney, 4100 Azure Lane, spoke in favor of the item.

Bob Quig, 14811 Chancey St, spoke in favor of the item.

Bob Jacoby, 4016 Rive Lane, spoke in favor of the item.

Fran Powell, 14796 Lochinvar Ct, spoke against the item.

David McCully, 5007 Morris, spoke in favor of the item.

Nicholas Radoszewski, 14612 Heritage Lane, spoke in favor of the item.

Robert Montgomery on behalf of Raising Canes, 6800 Bishop Rd Plano, spoke concerning the fire lane issue in regards to the

development.

Linda Groves, 4102 Pokoldi Circle, spoke against the item.

Paul Hunter, 3789 Waterford, spoke against the item.

Barbara Arnold, 14608 Walden Court, spoke in favor of the item.

James Odom, 3828 Canot Lane, spoke against the item.

Merdith Clarac, 14589 Evergreen Court, spoke against the item.

Ray Lemke, 3792 Lakeway Court, spoke in favor of the item.

Diane Mallory, 4100 Pokolodi Circle, spoke against the item.

Kristine Edens, 5034 Meridian Lane, spoke in favor of the item.

Donna Whitehead, 3919 Bobbin Lane, spoke against the item.

Sarah Defrancisco, 3917 Bobbin Lane, spoke against the item.

Nancy Williams, 3920 Bobbin Lane, spoke against the item.

Kristen Munoz, 3920 Bobbin Lane, spoke against the item.

Lisa Angello, 4009 Dome, spoke against the item.

Bob Goss, 14803 Le Grande, spoke against the item.

Steven Cross, 4027 Winter Park, spoke against the item.

Joe Chow, 4848 Belt Line Rd, spoke against the item.

Joe Angello, 4009 Dome, spoke against the item.

Jim Duffy, 3887 Ridgelake Ct, spoke against the item.

Ray Ryland, 14817 Surveyor, spoke against the item.

Roger Hart, 4135 Town Green Circle, spoke against the item.

Christine D'Angelo, 4018 Bobbin Lane, spoke against the item.

Sabina Bradbury, 4005 Bobbin Lane, spoke against the item.

Sharon Fagg, 4012 Bobbin Lane, spoke against the item.

Bianca Boble, 4008 Bobbin Lane, spoke against the item.

Lee White, 14812 Le Grande, spoke against the item.

John Brandon, 3915 Bobbin Lane, spoke against the item.

Kayvan Sadra, 3884 Ridgelake Ct, spoke against the item.

Ralph Doherty, 14718 Celestial Place, spoke against the item.

Phyllis Ryland, 14817 Surveyor, spoke against the item.

Guillermo Quintanilla, 4115 Rush Circle, spoke against the item.

Al Angell, 14540 Winnwood Rd, spoke against the item.

William Campbell, 14881 Towne Lake Circle, spoke against the item.

Chris Mourning, 14701 Le Grande, spoke against the item.

Kate Wylie, 4067 Beltway Dr, spoke against the item.

Derrick Tsou, 14575 Berklee Dr, spoke against the item.

Diane Kinnan, 3757 Park Place, spoke against the item.

Neil Resnik, 3789 Park Place, spoke against the item.

Erin McKelvey, 3789 Waterford Dr, spoke against the item.

Jeri Marold, 3918 Winter Park Lane, spoke against the item.

City Secretary Laura Bell also read 4 emails received asking to read the comments into the record at the meeting. The emails were from:

Deirdre Moore, 14628 Heritage Lane, in favor of the item.

Elliot Moore, 14628 Heritage Lane, in favor of the item.

Donglu Xie, no address given, against the item.

Catherine Robertson, no address given, in favor of the item.

Mayor Meier closed the Public Comment portion of the meeting.

10. Discuss And Consider Approval Of An **Ordinance Rezoning An Approximately 17.4 Acre Property Located At 4150 Belt Line Road From PD (Planned Development) to A New PD (Planned Development)**. Case 1725-Z/Addison Groves/Mr. Frank Liu.

Mayor Meier read the caption for the item.

Mr. Liu and Mr. David Foor, developers for the project, presented updated information for the development. Council had questions regarding the number of apartments, finishes in the apartments, courtyard amenities and layout of the development.

Mr. Scott Johnson with Kimley Horn Engineering, stated he was present to answer questions Council had regarding the traffic impact study. Mr. Johnson answered several questions regarding his qualifications, the traffic study validity, the secondary study completed, and the concerns brought up during the public hearing.

Mr. Charles Goff, Assistant Director of Development Services, presented supplemental information for the development. Council asked questions of Mr. Goff regarding meetings about the development, previous study findings, staff recommendation and other topics in relation to the development.

Mr. Orlando Campos, Director of Economic Development, presented information on how the development will affect the Economic Development section of the budget and tax base for the Town.

Council took turns discussing the item including comments about the development as a whole, the public comment, the information presented and other concerns each had with the item.

Mayor Pro Tem Janelle Moore made a motion to approve the item as submitted with the following stipulations included:

1. The private drive commonly referred to as Runyon Road between the western property line and the intersection of Belt Line Road shall be upgraded to Town standards and become public right of way.
2. The townhouses and live/work units within Block A (as shown on the concept plan) shall be constructed using noise mitigation methods so that outside noise levels, measured within the habitable space of the units, do not exceed 45 DNL. A certified acoustical engineer shall approve the construction plans for these units to assure they will provide a 45 DNL noise level, and a certified acoustical engineer shall inspect the units, once constructed, and verify that the required noise level has been attained.
3. The sanitary sewer line servicing this development shall be increased to a minimum 10' line in accordance with Town standards. This includes approximately an additional 230 linear feet of line than is being proposed in the applicant's wastewater study.
4. The driveway access to the property adjacent to this site (4180 Belt Line Road) shall be reconstructed to align with the entrance/exit of the parking structure being proposed on the site. The applicant shall make any improvements necessary on the adjacent property (4180 Belt Line Road) to accommodate the driveway relocation.
5. Medical and health related uses shall be permitted upon approval of a Special Use Permit.
6. All construction traffic shall access the site from Runyon Road and Belt Line Road only.
7. The existing screening wall along the southern property line shall not be removed until construction has commenced on the townhome units along the wall. (the wall will be replaced with \$400,000+ townhomes facing Beltway)
8. A short, wrought iron or decorative fence or wall shall be installed to delineate the front yards of the townhomes facing Beltway from the public green space/park.
9. At least 25 live/work and/or townhome units must be under construction prior to the

issuance of a building permit for the multifamily units or the garage building. 10. A maximum of 330 multifamily units shall be allowed. (a reduction from the previous ceiling of 350 units) 11. The proposed street shown on the east side of the development shall be constructed with retractable bollards at Beltway Drive to provide for public safety access only. 12. The proposed street shown on that east side shall also be constructed with speed/traffic calming devices. 13. The multifamily units shall be constructed as follows:

- The entire multifamily building and parking garage shall be LEED certified;
- There will be no linoleum or Formica surfaces in the units;
- All units shall be equipped with energy efficient appliances;
- All countertops must be granite, stone or better material.

Deputy Mayor Pro Temp David Heape seconded the motion. 14. Courtyards shown on the Concept Plan will be designed and constructed with enhanced architectural and landscaping features including such elements as water features, landscaping and art features. Council then discussed the motion and the stipulations. A few clarifying questions were answered by staff and the developer.

The vote was cast on the motion presented as 5-2 in favor of the motion. Council member Arfsten and Hughes voted against the motion.

Motion made by Moore

Seconded by Heape

Voting AYE: Carpenter, Heape, Mayor Meier, Moore, Wilcox

NAY: Arfsten, Hughes

Passed

11. Discuss And Consider Action Needed To **Adopt The Addison Athletic Club Master Plan.**

Due to time constraints, Council tabled this item to the February 9, 2016 meeting.

12. Discuss And Consider Action Needed To **Select The Next Special Area Study For The Town Of Addison.**

Due to time constraints, Council tabled this item to the February 9, 2016 meeting.

Adjourn Meeting

Mayor Meier adjourned the meeting at 1:08am on January 27, 2016.

NOTE: The City Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including §551.071 (private consultation with the attorney for the City); §551.072 (purchase, exchange, lease or value of real property); §551.074 (personnel or to hear complaints against personnel); §551.076 (deployment, or specific occasions for implementation of security personnel or

devices); and §551.087 (economic development negotiations). Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.

Mayor-Todd Meier

Attest:

City Secretary-Laura Bell

AI-1522

Item # 7.

Work Session and Regular Meeting

Meeting Date: 02/09/2016

Department: Council

AGENDA CAPTION:

Consider An **Ordinance Ordering An Election On May 7, 2016 For The Purpose Of Electing Three (3) Council Members For Two (2) Year Terms Each.**

BACKGROUND:

The Town of Addison has 2 year terms for Mayor and Council. The uniform election date for the State of Texas is the first Saturday in May. May 7, 2016 will be the election day this year.

The Town will have 3 Council member places on the ballot. The first day to file for a place on the May ballot was January 20, 2016. The last day to file is February 19, 2016 at 5pm. The last day for a Write-In Candidate to declare a place on the ballot is February 23, 2017 at 5pm.

By law the municipality must order or call the election no later than the 78th day before the election day. The 78th day is February 19, 2016.

The Town will enter into a Joint Election Contract with the Dallas County Election Administration for the May 7, 2016 election.

Should the election be uncontested and unnecessary, the Town will have the opportunity to cancel the election in accordance with the Election Code.

RECOMMENDATION:

Administration recommends approval of the Ordinance.

Attachments

Ordinance

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS ORDERING A GENERAL ELECTION TO BE HELD ON MAY 7, 2016, FOR THE PURPOSE OF ELECTING THREE (3) COUNCIL MEMBERS FOR TWO (2) YEAR TERMS EACH; DESIGNATING POLLING PLACES WITHIN THE TOWN; ESTABLISHING OTHER PROCEDURES FOR THE CONDUCT OF THE ELECTION, INCLUDING PROVIDING THAT THE ELECTION IS TO BE HELD AS A JOINT ELECTION IN CONJUNCTION WITH DALLAS COUNTY; PROVIDING FOR CANVASSING RETURNS; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1:

An election is hereby ordered to be held on the next uniform election date, to be participated in by the qualified voters of the Town of Addison, Texas, to be held on the 7th day of May, 2016, which is not less than sixty-two days from the date of this ordinance, between the hours of 7:00 a.m. and 7:00 p.m., at the voting places hereafter named, for the purpose of electing three (3) Council members for two (2) year terms each.

SECTION 2:

The Town election precincts for this election shall consist of the territory located within the corporate limits of the Town bearing the following county precinct numbers, and the polling places at said election shall be as follows, to wit:

Dallas County, Precincts 2900 & 2901--Addison Fire Station #2 3950 Beltway Drive

Dallas County, Precincts 2902, 2903, 2904 & 2905--Addison Fire Station #1 4798 Airport Parkway

SECTION 3:

Toni Pippins-Poole, Dallas County Elections Administrator, is hereby appointed as Early Voting Clerk. Early voting shall be conducted by the Dallas County Elections Administrator, Toni-Pippins-Poole, to be conducted in the Office of the Elections Department, First Floor, 509 Main Street, Dallas, Texas 75202. Early Voting in the Town of Addison will be conducted at the Addison Fire Station #1, 4798 Airport Parkway, and all other locations as designated by the Dallas County Elections Administrator. The early voting period of said election is established by law, and the Clerk shall keep the office open for early voting from April 25, 2016 through May 3, 2016 in accordance with the provisions of the Texas Election Code and as listed below:

April 25 (Tuesday – Friday) April 29	8 am to 5 pm
April 30 (Saturday)	8 am to 5 pm
May 1 (Sunday)	1 pm to 6 pm
May 2 (Monday – Tuesday) May 3	7 am to 7 pm

SECTION 4:

All resident qualified electors of the Town shall be permitted to vote in said election. In addition, the election material enumerated in the Texas Election Code shall be printed in both English and Spanish for use at the polling places and for early voting in said election.

SECTION 5:

Notice of this election shall be given by publication, as required by law.

SECTION 6:

This ordinance shall become effective from and after its passage.

DULY PASSED AND APPROVED by the City Council of the Town of Addison, Texas on this 9th day of February, 2016.

TOWN OF ADDISON, TEXAS

Todd Meier, Mayor

ATTEST:

Laura M. Bell, City Secretary

APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney

AI-1478

Item # 8.

Work Session and Regular Meeting

Meeting Date: 02/09/2016

Department: Infrastructure- Development Services

AGENDA CAPTION:

Consider Authorizing The City Manager To **Enter Into A Contract With Icon Consulting Engineers, Inc., For Public Infrastructure Design Services For Vitruvian Phase V** In An Amount Not To Exceed \$311,065.00.

BACKGROUND:

Vitruvian Park, located at the corner of Marsh Lane and Vitruvian Way is a development that is funded by both private and public investment. The Master Facilities Agreement between the Town and UDR that was entered into on June 26, 2013, provides for, among other things, the allocation and expenditure of the authorized funds that are or may be available to design and construct the public infrastructure improvements necessary to support the development. In that agreement, the Town agreed to pay for the public infrastructure improvements in the development from proceeds from bond programs.

On August 27, 2013, Council approved a contract with Icon Consulting Engineers, Inc., for design services related to the public infrastructure improvements for Phase V of the Vitruvian Park development. Shortly after that approval, UDR informed the Town staff that they were putting that portion of the project on hold while they concentrated on the design of the retail portion of the project along Marsh Lane. UDR has recently told staff that they are ready to move forward with the design and construction of Phase V of the project, which will be the residential area that is bounded by Marsh Lane on the west and Vitruvian Way on the east. UDR has also redesigned the residential area that has resulted in a decrease in the amount of public infrastructure that will be needed to support the project. This has likewise resulted in a decrease in the design cost to the Town. The original not to exceed amount for the design work was \$355,795.00. The not to exceed amount has been reduced to \$311,065.00. Due to the length of time that the project was on hold, staff believes it is prudent to again seek Council's approval for the contract.

The scope of work for the design of the public infrastructure improvements includes, a new public roadway and associated streetscape and utility improvements along the east right-of-way line of Marsh Lane and the north right-of-way line of Vitruvian Way. Design services specifically for the new public roadway will include water, wastewater, storm drainage, paving, electric duct bank, telecommunications duct bank, miscellaneous conduits, landscaping, irrigation, and streetscape improvements. Improvements along Marsh Lane will include the extension of water, wastewater, storm drainage, and gas main improvements along with streetscape, landscaping and irrigation modifications. Improvements along Vitruvian Way will include the addition of parallel parking space to

the existing street section along with streetscape, landscape, irrigation and miscellaneous utility improvements from the Marsh Lane intersection to the existing Ponte Avenue intersection.

Icon Consulting Engineers, Inc., designed the first three phases of the Vitruvian Park development (Phase IV is the extension of Bella Lane to Alpha Road and is being designed by another engineering firm) and they have provided these services satisfactorily. They are also designing the private infrastructure portion of the development and so are uniquely qualified to provide these services to the Town due to their extensive knowledge of the entire development.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution with Agreement & Exhibits

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF ADDISON AND ICON CONSULTING ENGINEERS, INC. FOR PROFESSIONAL ENGINEERING SERVICES, SURVEYING, PLANNING AND LANDSCAPE ARCHITECTURE SERVICES RELATED TO THE CONSTRUCTION OF VITURVIAN PARK BLOCK 2, IN AN AMOUNT NOT TO EXCEED \$311,065.00, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The Professional Services Agreement between the Town of Addison and Icon Consulting Engineers, Inc. to provide professional engineering, surveying, planning and landscape architecture services related to the construction of Vitruvian Park Block 2, in an amount not to exceed \$311,065.00, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

Section 2. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 9th day of February, 2016.

Todd Meier, Mayor

ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

AGREEMENT FOR PROFESSIONAL SERVICES

THIS Agreement for Professional Services ("Agreement") is entered into the 26th day of January, 2016, by and between the TOWN OF ADDISON, TEXAS (the "City"), and ICON CONSULTING ENGINEERS, INC., a Texas corporation, (the "Company").

WHEREAS, the City desires Company to perform certain work and services set forth in the Scope of Services attached hereto as **Exhibit A** and incorporated herein (the "Scope of Services") (the work and services to be provided by the Company under this Agreement, including all plans, drawings, specifications, designs, reports, records, and other work product, and estimates, set forth in the Scope of Services and otherwise described or referred to herein are referred to in this Agreement as the "Services"); and

WHEREAS, the Company has expressed a willingness and desires to perform the Services as set forth in this Agreement.

NOW, THEREFORE, the Town of Addison, Texas and Icon Consulting Engineers, Inc., in consideration of the covenants and agreements set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, do hereby contract and agree as follows:

ARTICLE I GENERAL

The Company shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all Services set forth in Article II hereof for the City in accordance with the terms, conditions and provisions of the Scope of Services, attached hereto as **Exhibit A** and incorporated herein for all purposes, and all of the terms, conditions, and provisions of this Agreement. The City may, at any time, stop any Services by the Company upon giving the Company written notice. Company shall be bound to City by the terms, conditions and responsibilities toward the City for Company's services set forth in this Agreement.

Company shall serve as City's design professional and engineering representative for the project for which the Services are being provided by Company, providing professional engineering services, consultation and advice with respect thereto. Company's work and services consist of

AGREEMENT FOR PROFESSIONAL SERVICES - Page 1

EXHIBIT A

that work and services performed by Company and its owners, directors, officers, employees, agents, contractors, subcontractors, representatives, and consultants.

Company shall perform all work hereunder in a manner satisfactory and acceptable to City in accordance with the terms and conditions of this Agreement, including (without limitation) the standard of care set forth in this Agreement. Company shall perform all of its services in a timely and professional manner, utilizing at all times an economical and expeditious manner for performing such services. No less than monthly, Company shall keep City informed, orally or in writing (as requested by City), as to the status of all services of Company in process. All oral information shall be subsequently confirmed in writing.

Company shall not begin work on any Services described herein or other work until City directs Company in writing to proceed.

Company will use its professional skill, judgment and abilities in the performance of its work and Services hereunder, and all work and Services performed under this Agreement shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by reputable members of the engineering profession currently practicing in the same locality in which the work and Services hereunder are being provided under similar conditions. Company shall re-perform and otherwise remedy any work or Services provided by or for Company not meeting or satisfying this standard of care without additional compensation. Further, Company shall perform all services in accordance with, and Company's work product shall comply with, any applicable law, rule, statute, ordinance, regulation, standard, policy or order of any federal, state or local governmental entity or agency having jurisdiction over any matter related to this Agreement or the project for which the Services are being provided by the Company. Company shall be wholly and solely responsible for any work or Services provided by any officer, employee, agent, representative, contractor or subcontractor of Company.

Company represents that it is authorized to practice civil engineering in the State of Texas and that any necessary licenses, permits or other authorization to practice civil engineering and professional surveying and to provide the Services set forth herein have been heretofore acquired as required by law, rule or regulation. Company agrees and acknowledges that City is entering into this Agreement in reliance on Company's professional abilities with respect to performing the Services set forth herein.

AGREEMENT FOR PROFESSIONAL SERVICES - Page 2

EXHIBIT A

Notwithstanding anything to the contrary in this Agreement, the Company is and shall be construed to be an independent contractor exercising control over its work and services and the manner in which it is performed. Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture, a joint enterprise relationship, or to allow the City to exercise discretion or control over the professional manner in which the Company performs the work and Services which are the subject matter of this Agreement; provided always however that the work and Services to be provided by Company shall be provided in a manner consistent with all applicable laws, standards, rules and regulations governing such work and Services. The method and manner in which Company's work and Services hereunder shall be performed shall be determined by Company in its sole discretion. The officers, employees, agents, and representatives of, and the methods, equipment and facilities used by, the Company shall at all times be under the Company's exclusive direction and control.

ARTICLE II SERVICES

A. The following services, when authorized in writing by a Notice to Proceed, shall be performed by the Company in accordance with the City's requirements:

PREPARATION OF ALL PLANS, SPECIFICATIONS, DRAWINGS, DESIGNS,
DOCUMENTS, REPORTS, RECORDS, OTHER WORK PRODUCT, AND
ESTIMATES NECESSARY FOR THE VITRUVIAN PARK PHASE V (BLOCK
2) INFRASTRUCTURE IMPROVEMENTS DESCRIBED IN THE SCOPE OF
SERVICES ATTACHED HERETO AS EXHIBIT A.

B. Company shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, plans and other work and Services furnished by for, or on behalf of Company under this Agreement. Company shall, without additional compensation, correct or revise any errors or deficiencies in the design, drawings, specifications, plans and other work and Services.

C. Neither City's review, approval or acceptance of, nor payment for any of the Services required or provided under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this

AGREEMENT FOR PROFESSIONAL SERVICES - Page 3

EXHIBIT A

Agreement or a release of the responsibility and liability of Company, its owners, officers, employees, subcontractors, agents and consultants for the accuracy and competency of the same, and Company shall be and remain liable to City in accordance with applicable law for all damages to City caused by Company's negligent performance of or willful misconduct in connection with any of the Services or any other services or work furnished by or on behalf of Company under or in connection with this Agreement, nor shall such review, approval, acceptance, or payment be deemed to be an assumption of or an indemnification for such responsibility or liability by City for any defect, error or omission in the same, and shall not constitute nor be deemed a release of the responsibility and liability of Company, its employees, associates, agents and consultants for the accuracy or competency of their designs, working drawings and specifications, or other Services, documents and work, it being understood that City at all times is relying on Company's skill and knowledge in preparing and providing the Services.

D. The rights and remedies of City and Company under this Agreement are as provided by law.

E. Notwithstanding City's review, approval, or acceptance of, or payment for, any plans, drawings, specifications, or any other work product or Services of Company, Company warrants and represents that such plans, drawings, specifications, and other work product or Services (and including, without limitation, as the same may be amended or supplemented by Company), (i) shall be sufficient and adequate for the project and fit for the purposes for which they are intended, and (ii) shall, to the best of Company's knowledge, information and belief as a civil engineer performing the practice of civil engineering in accordance with the standards, duties, and obligations set forth herein, be free from material error, and shall be satisfactory to City. **In accordance with the standard of care set forth herein, Company agrees that if it shall recommend unsuitable materials in connection with the project for which the Services are being provided by the Company or this Agreement or if the design of the project should be defective in any way, Company will assume sole responsibility for any damages, loss, claims, or expenses to the extent caused by Company's recommendation of unsuitable materials or defective design.**

AGREEMENT FOR PROFESSIONAL SERVICES - Page 4

EXHIBIT A

ARTICLE III COMPENSATION

A. City shall pay Company for all Services in accordance with the schedule of fees set forth in Exhibit A, when such Services have been authorized in writing and properly performed by Company on the basis herein described, subject to additions or deletions for changes or extras agreed upon in writing, and subject to the City's right to withhold payment pursuant to the terms of this Agreement.

B. Company shall submit to City monthly invoices for its Services under this Agreement. Each invoice shall be accompanied by such documentation as the City may require to verify the accuracy of the invoice, including an itemized statement of reimbursable costs incurred (if any), and the sum of all prior payments under this Agreement. Company shall not be entitled to any compensation for any Services or work not actually performed or for any lost profits as a result of any abandonment or suspension of any Services or work by the City.

Any provision hereof to the contrary notwithstanding, City shall not be obligated to make payment to Company hereunder if:

1. Company is in default of any of its obligations under this Agreement or any other documents in connection with the Services or the project (and payment may be withheld to the extent of any such default);
2. Any part of such payment is attributable to any work or Services of Company which are not performed in accordance with this Agreement;
3. Company has failed to make payment promptly to subcontractors or consultants or other third parties used by Company in connection with Company's Services or other work hereunder for which the City has made payment to Company; or
4. If City, in its good faith judgment and after consultation with Company, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Company's Services or other work under this Agreement, no additional payments will be due Company hereunder unless and until Company performs a sufficient portion of its Services so that such portion of the compensation remaining unpaid is determined by City to be sufficient to complete the Company's Services or other work.

EXHIBIT A

C. Upon complete performance of this Agreement by Company and final approval and acceptance of Company's Services by City, City will make final payment to Company of the balance due under this Agreement within thirty (30) days of the following month after final payment for such Services has been billed by Company.

D. City may deduct from any amounts due or to become due to Company any sum or sums owing by Company to City. In the event of any breach by Company of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against City, or the City's premises or property, arising out of Company's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Company an amount sufficient to completely protect the City from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by the Company.

E. Company shall not be entitled to any compensation for any Services or work not actually performed or for any lost profits as a result of any abandonment or suspension of any Services or other work by the City.

ARTICLE IV TIME FOR PERFORMANCE

A. Company shall perform all Services and any other work as provided for under this Agreement in a proper, efficient and professional manner. Subject to the terms and provisions of this Agreement, both parties have agreed to the provisions of this Agreement in anticipation of the orderly and continuous progress of the Services through completion of the Scope of Services specified in Exhibit A, attached hereto.

B. In the event Company's performance of this Agreement is delayed or interfered with by acts of the City or others, Company may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatsoever, shall be claimed by or made to the Company, unless Company shall have made written request upon City for such

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EXHIBIT A

extension within forty-eight (48) hours after the cause for such extension occurred, and unless City and Company have agreed in writing upon the allowance of additional time to be made.

ARTICLE V DOCUMENTS

A. All instruments of service (including all plans, specifications, drawings, reports, information, designs, documents, computations, computer programs, estimates, surveys, other data or work items, etc., in whatever form or format (whether electronic or otherwise)) prepared by or for Company under or in connection with this Agreement shall be submitted for approval of the City. All instruments of service shall be professionally sealed as may be required by law or by City.

B. All such instruments of service, together with necessary supporting documents, shall be delivered to City, and shall be, belong to, and remain the sole property of the City for the City's exclusive reuse at any time, and the City shall have unlimited rights, for the benefit of City, in all instruments of service, including the right to use same on any other work of City without additional cost to City. The City shall have the right to use such instruments of service for the purpose of completing the project for which the instruments of service were prepared or for such other purposes as the City may deem appropriate; provided, however, that should the City use the same for a purpose not in connection with the project, the City does so at its own risk.

C. Company agrees to and does hereby grant and assign to City all intellectual property rights (whether copyright or otherwise) in and to all such instruments of service in which Company may have a copyright or other intellectual property interest, and to all designs as to which Company may assert any rights or establish any claim under patent, copyright, or other intellectual property laws. Company, after completion of the Services and final payment, agrees to furnish the originals of all such instruments of service to the City (or, if this Agreement is terminated or the project for which the Services are being provided is abandoned prior to such completion, Company shall provide the originals of all such instruments of service (whether finished or unfinished) to the City upon such termination or abandonment and the payment of any amounts then due the Company pursuant to this Agreement).

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D. All documents or other instruments of service supplied by or on behalf of Company to City as provided herein shall be in Microsoft Word 2013 or compatible with Microsoft Word 2013.

ARTICLE VI TERMINATION

A. City may suspend or terminate this Agreement at any time and for any reason (or for no reason), in its sole discretion, by giving written notice to the Company. In the event of such suspension or termination by City, Company shall have no recourse against City, except for payment for the Services of Company, in accordance with the terms of this Agreement, reasonably determined by the City to have been properly performed hereunder prior to the suspension or termination and for which Company has not been paid. Such payment will be due upon delivery of all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

B. Either City or Company may suspend or terminate this Agreement because of a breach of this Agreement by the other party, such suspension or termination to be effective ten (10) days after receipt by the breaching party of a written notice specifying such breach, unless the breaching party corrects such breach or presents a mutually agreeable plan to cure such breach within such time. In the event of such suspension or termination, payment to the Company, in accordance with the terms of this Agreement, will be made on the basis of Services reasonably determined by City to be satisfactorily performed prior to the date of suspension or termination. Such payment will be due upon delivery of all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

In the event of such termination, City may proceed to complete the Services in any manner deemed proper by City, either by the use of its own forces or by resubmitting to others.

C. Should the City require a modification of this Agreement, and in the event City and Company fail to agree upon such modification, either City or Company shall have the option in their respective sole discretion of terminating this Agreement. In the event of such termination,

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payment to Company shall be made by the City in accordance with the terms of this Agreement, for the Services mutually agreed upon by the City and the Company to be properly performed by the Company prior to such termination date. Such payment will be due upon delivery of all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

D. In the event of termination of this Agreement for cause or breach of this Agreement, Company shall promptly deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

ARTICLE VII INSURANCE

A. In connection with this Agreement, Company shall provide and maintain the minimum insurance coverages set forth below:

1. Company shall provide and maintain Workers Compensation at statutory limits, including Employers Liability coverage at minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

2. Company shall provide and maintain in full force and effect during the time of this Agreement, commercial automobile liability insurance (including, but not limited to, insurance covering the operation of owned, non-owned, and hired automobiles, trucks and other vehicles) protecting Company and City as an additional Insured at minimum combined single limits of \$1,000,000 per occurrence for bodily injury and property damage.

3. Company shall provide Commercial General Liability Insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/ completed operations aggregate) and contractual liability. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance.

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4. Company shall also provide and maintain Professional Liability coverage at minimum limits of \$2,000,000.00 covering claims resulting from engineering errors and omissions. Such insurance shall be kept in effect for at least four (4) years after the completion of the Services and this Agreement. If Company fails to maintain the insurance covered during that time, City may pay the premiums to keep the insurance in effect and recover the cost from the Company. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of this Agreement (or earlier) must be maintained during the full term of this Agreement and for the four year period thereafter.

B. With reference to the foregoing insurance, Company shall specifically endorse applicable insurance policies as follows:

1. The Town of Addison, Texas shall be named as an additional insured with respect to General Liability and Automobile Liability.

2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

3. A waiver of subrogation in favor of the Town of Addison, Texas shall be contained in the Workers Compensation and all liability policies.

4. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any material change in the insurance coverage.

5. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least sixty (60) days' notice prior to cancellation or non-renewal of the insurance.

6. All insurance policies, which name The Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

8. Company may maintain reasonable and customary deductibles, subject to approval by the Town of Addison, Texas

9. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison, Texas.

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EXHIBIT A

C. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, delivered to the City simultaneously with the execution of this Agreement, and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

2. Shall specifically set forth the notice-of-cancellation or termination provisions to the Town of Addison, Texas,

3. Upon request, Company shall furnish the Town of Addison, Texas with certified copies of all insurance policies.

D. City reserves the right to review the insurance requirements contained herein and to adjust coverages and limits when deemed necessary and prudent by City.

ARTICLE VIII

COMPANY'S INDEMNIFICATION OBLIGATION

Company covenants and agrees to FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas, individually or collectively, in both their official and private capacities (the Town of Addison, Texas, and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas each being an "Addison Person" and collectively the "Addison Persons"), from and against any and all costs, claims, liens, harm, damages, losses, expenses, fees, fines, penalties, proceedings, judgments, actions, demands, causes of action, liability and suits, of any kind and nature whatsoever, made upon any Addison Person, whether directly or indirectly, (collectively, the "Claims"), that arise out of, result from, or relate to an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Company or the Company's agent, consultant under contract, or another entity over which the Company exercises control. SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE

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NEGLIGENCE OF AN ADDISON PERSON. However when Claims arise out of the co-negligence of an Addison Person and the Company or any Company Persons, Company's liability under this clause shall be reduced by that portion of the total amount of the Claims (excluding defense fees and costs) equal to the Addison Person or Persons' proportionate share of the negligence that caused the loss attributable to such negligence. Likewise, Company's liability for Addison Person's defense costs and attorneys' fees shall be reduced by that portion of the defense costs and attorneys' fees equal to Addison Person or Persons' proportionate share of the negligence that caused the loss attributable to such negligence.

Company shall promptly advise the City in writing of any claim or demand against any Addison Person or Company related to or arising out of Company's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Company's sole cost and expense. The Addison Persons shall have the right, at the Addison Persons' option and at their own expense, to participate in such defense without relieving Company of any of its obligations hereunder. The provisions of any defense, indemnity, and hold harmless obligation set forth in this Agreement shall survive the termination or expiration of this Agreement.

ARTICLE IX

COMPANY INDEMNIFICATION FOR EMPLOYEES

Company agrees that it is an independent contractor and not an agent of the City, and that Company is subject, as an employer, to all applicable unemployment compensation statutes, laws, rules, and regulations, so as to relieve City of any responsibility or liability from treating Company's employees as employees of City for the purpose of keeping records, making reports or payments of unemployment compensation taxes or contributions. **WITHOUT LIMITING THE DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SET FORTH IN ARTICLE VIII AND ANY OTHER DEFENSE, INDEMNITY, AND HOLD HARMLESS PROVISION INCLUDED IN THIS AGREEMENT, COMPANY FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN OF ADDISON, TEXAS AND ALL OTHER ADDISON PERSONS (AS DEFINED IN ARTICLE VII) FROM AND AGAINST AND TO REIMBURSE THE SAME FOR ANY CLAIMS, COSTS, LIENS, HARM, DAMAGES, LOSSES, FEES, PROCEEDINGS, ACTIONS, CAUSES OF**

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ACTION, DEMANDS, PENALTIES, FINES, JUDGMENTS, SUITS, EXPENSES OR LIABILITY OF ANY KIND OR NATURE INCURRED UNDER OR RELATED TO SAID STATUTES OR IN CONNECTION WITH EMPLOYEES OF COMPANY.

ARTICLE X ASSIGNMENT

Company shall not and has no power or authority to sell, assign, transfer, or otherwise convey (by any means, including by operation of law or otherwise), or subcontract, this Agreement or any right, duty, obligation or part thereof, without the prior written consent of City. Sale of more than 50% ownership of Company shall be construed as an assignment, transfer, or other conveyance, and any such sale, assignment, transfer, or other conveyance, or subcontract, without the City's prior written consent shall be null and void *ab initio*.

ARTICLE XI APPLICABLE LAWS; GOVERNING LAW; VENUE

Company shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and codes (including, without limitation, building and related codes), including but not limited to the Americans With Disabilities Act and Chapter 469 of the Texas Government Code (relating to elimination of architectural barriers), relating or applicable to the work and Services to be performed under this Agreement.

This Agreement is performable in Dallas County, State of Texas and shall be governed by the laws of the State of Texas; 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. Venue on any suit or matter hereunder shall be exclusively in Dallas County, Texas.

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ARTICLE XII ADJUSTMENTS IN SERVICES

No claims for extra services, additional services or changes in the services will be made by Company without a written agreement with City prior to the performance of such services.

ARTICLE XIII EXECUTION BECOMES EFFECTIVE

This Agreement will be effective upon the last of the representatives of the parties to execute this Agreement, as set forth below.

ARTICLE XIV AGREEMENT AMENDMENTS

This Agreement contains the entire and integrated understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by duly authorized representatives of the parties, except as may be otherwise provided therein.

ARTICLE XV GENDER AND NUMBER; HEADINGS

The use of any gender in this Agreement shall be applicable to all genders, and the use of singular number shall include the plural and conversely. Article and section headings are for convenience only and shall not be used in interpretation of this Agreement.

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ARTICLE XVI NOTICES AND AUTHORITY

A. The Company agrees to send all notices required under this Agreement to the City Manager of the Town of Addison at 5300 Belt Line Road, Dallas, Texas 75254.

B. The City agrees to send all notices required under this Agreement to the Company at 2840 W. Southlake Blvd., Suite 110, Southlake, Texas 76092.

C. For purposes of this Agreement, notices and all other communications provided for herein 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 a nationally recognized carrier to be delivered overnight. Notice shall be deemed given when received. From time to time either party may designate another address within the 48 contiguous states of the United States for all purposes of this Agreement by giving the other party not less than ten (10) days advance notice of such change of address in accordance with the provisions hereof.

D. The undersigned officers and/or agents of each of the parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of each of the respective parties.

ARTICLE XVII MISCELLANEOUS

A. No Third Party Benefits. This Agreement and each of its provisions are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

B. Rights and Remedies Cumulative; No Waiver; Survival of Remedies. 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 authority given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall

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not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter 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.

C. Severability. The terms and provisions of this Agreement are severable, and if any term or provision is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable term or provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable term or provision herein, the parties agree to seek to negotiate the insertion of a term or provision as similar in its terms to such illegal, invalid or unenforceable term or provision as may be possible, with the intent that such added term or provision is legal, valid and enforceable.

D. Release of Information. Company shall not divulge or release any information concerning the project or this Agreement to the public, including any the media representative, without City's prior written consent.

E. Force Majeure. Neither party is liable to the other for any damages for delay in performance caused by acts of God, strikes, lockouts, accidents, fire, casualty, labor trouble, failure of power, governmental authority, riots, insurrections, war, acts or threats of terrorism, or other events or reasons of a like nature which are beyond the control of the party obligated to perform and not avoidable by the diligence of that party ("Event of Force Majeure"); in such event, the party obligated to perform shall give the other party prompt notice of such delay and the performance of this Agreement shall be excused for the period of such delay. If such an event necessitates a change in the time required for performance of any act or services hereunder, subject to the other terms and provisions of this Agreement, the parties shall make an equitable adjustment of the schedule and price; provided, however, that the party obligated to perform shall continue to promptly perform all of its obligations under this Agreement while the parties are determining the nature and extent of any such adjustments.

F. Authorized Signatories. The undersigned officers and/or agents of the parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of each of the respective parties, and each party hereby certifies

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to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

TOWN OF ADDISON, TEXAS

ICON ENGINEERING, INC.

By: _____
Wesley S. Pierson, City Manager

By: _____
Bruce F. Dunne, President

Date: _____

Date: _____

ATTEST:

By: _____
Laura Bell, City Secretary

EXHIBIT A

EXHIBIT A



September 17, 2015

Ms. Lisa Pyles
Director of Infrastructure, Operations and Services
16801 Westgrove Drive
Addison, Texas 75001-9010

Re: Proposal for Professional Engineering, Surveying, Planning and Landscape Architecture Services to support Infrastructure Improvements to serve Block 2 Development at Vitruvian Park, located in the Town of Addison, Texas.

Dear Ms. Pyles:

Icon Consulting Engineers, Inc. appreciates the opportunity to submit this proposal to the Town of Addison for professional engineering, surveying, planning, landscape architecture and related services for the Vitruvian Park Block 2 project.

We have prepared this proposal to facilitate the construction of a new public roadway hereby designated as Street A for purposes of this proposal. Also included are streetscape and utility improvements along the east right-of-way line of Marsh Lane and the north right-of-way line of Vitruvian Way. The attached exhibit shows the proposed location of the new roadway (Street A) within Block 2. Street A, as currently proposed, will connect to the existing asphalt paved driveway at the northern most end of Ponte Avenue and will continue westerly until the connection to Marsh Lane with an overall length of approximately 1,050 linear feet. Design services to be provided for Street A will include water, wastewater, storm drainage, paving, electric duct bank, telecommunications duct bank, miscellaneous conduits, landscaping, irrigation and streetscape improvements. Improvements along Marsh Lane will include the extension of water, wastewater, storm drainage and gas main improvements along with streetscape, landscaping and irrigation modification for the frontage adjacent to the Vitruvian Park Block 2 tract. Improvements to Vitruvian Way will include the addition of parallel parking spaces to the existing street section along with streetscape, landscape, irrigation and miscellaneous utility improvements from Marsh Lane intersection to the existing Ponte Avenue intersection. With this proposal, we are proposing to provide the following specific scope of services:

BASIC SCOPE OF SERVICES

1) Route Design Surveys

Icon will perform route design surveys for the planning and design of public infrastructure improvements. The route survey for proposed Street A will be the full proposed right-of-way width plus 50' on the south side. Surveys for Marsh Lane will be limited to the east half of the existing right-of-way while the surveys on Vitruvian Way will be confined to

Vermillion Office Park - 2840 W. Southlake Blvd., Suite 110 - Southlake, Tx 76092
Phone: (817) 552-6210 Fax: (817) 778-4845

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the northern half of the existing right-of-way. Survey information provided will include all visible features and 1' contour elevations. A map of the results of the route design surveys will not be prepared. The results of the surveys will be incorporated into the plan design drawings.

2) **Existing Underground Utilities Location**

Icon will contact Texas One Call, or the appropriate utility locator companies, to field locate the existing underground utility lines along Vitruvian Way, Marsh Lane and within the property limits of the proposed Vitruvian Park Block 2 area. The location of the lines as marked will then be surveyed for design purposes.

3) **Preliminary Plat**

City ordinances require that a Preliminary Plat be submitted and approved as a part of the development process for the project. In general, the Plat will illustrate and locate the boundaries of the property being platted, the new lots and blocks into which it is proposed to be divided, and the location and width of existing and proposed right-of-ways and easements.

Icon will prepare the Preliminary Plat for the subject tract in accordance with Town ordinances. The Plat will be prepared based on the boundary verification work to be performed above. It is our understanding the tract will be subdivided into five (5) lots. Along with the Plat, a Preliminary Drainage Plan and a Preliminary Water & Sanitary Sewer Plan will be prepared in accordance with Town ordinances.

Icon will then prepare and submit the application along with the Preliminary Plat, Preliminary Drainage Plan, and Preliminary Water & Sanitary Sewer Plan to the Town and will coordinate processing the Plat with the Town staff for approval. All meetings with Town Staff, Plan Commission and/or City Council will be billed under Project Coordination Meetings.

4) **Final Plat**

Town ordinances require that a Final Plat be submitted and approved as a part of the development process for the dedication of proposed right-of-way for this project. In general, the Plat will illustrate the boundaries of the property being platted, the new lots and blocks into which it is being divided, and the location and width of public rights-of-way and easements. Note that the Plat will require the signature of the owner of the property at the time it is platted.

Based on the Town approved Preliminary Plat, Icon will prepare a Final Plat for the subject tract in accordance with the Town ordinances. The Plat will be prepared based on the boundary verification to be performed above. State plane coordinates for the boundary will be established in accordance with Town requirements. It is our understanding the tract will be subdivided into five (5) lots.

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Ms. Lisa Pyles
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Icon will then prepare and submit the application along with the Final Plat to the Town of Addison. We will coordinate processing the Plat with the Town staff and will then present the Plat to the Planning & Zoning Commission and City Council for consideration for approval. Once approved, we will coordinate the execution of the Plat and coordinate with Town staff to record the Plat with the County. All meetings with Town Staff, Plan Commission and/or City Council will be billed under Project Coordination Meetings.

5) Right-of-Way Monumentation

Right-of-way monuments will be set in accordance with Town and/or County requirements for the proposed right-of-way for Street A within the Vitruvian Park Block 2 tract. For budgeting purposes, we have estimated eight (8) monuments will be required. Any significant difference in this number may result in an appropriate budget adjustment.

6) Easement By Separate Instrument

The proposed work to be performed under this proposal may require the preparation of easements to be dedicated by separate instrument. For budget purposes, we have estimated five (5) easements. The following will be performed for each easement if required:

- A. Based upon the boundary verification survey work previously performed, property descriptions and exhibits for the easements will be prepared. The descriptions and exhibits will be prepared in accordance with requirements of the appropriate agency.
- B. The descriptions will be submitted to the appropriate agency for preparation of the easement documents.
- C. The completed documents will be forwarded to the appropriate property owner for review and signature.
- D. The signed documents will be submitted to the appropriate agency for approval and recording with the County.

7) Easement Abandonment/Vacation

This project may require the preparation of documents to abandon or vacate existing easements by separate instrument. The easements that may be required to be abandoned or vacated include water, wastewater, drainage, electric, telephone, cable, and possibly miscellaneous other franchise utilities. For budget purposes, we have estimated five (5) easements to be prepared. The following will be performed for each if required:

- A. Based upon the boundary verification survey work previously performed, property descriptions and exhibits for the easements described above will be prepared. The property descriptions and exhibits will be prepared in accordance with the requirements of the appropriate agency.

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B. The descriptions and exhibits will be submitted to the appropriate agency for preparation of the abandonment or vacation document and recording with the County.

8) **Water Plans**

Icon will prepare Water Plans, including detailed design, drafting and specifications, for each of the following improvements in accordance with Town of Addison requirements. Icon will then provide all technical support necessary to facilitate acceptance of these plans by the Town of Addison. The plans will include the following:

- A. **Water Plans:** Plans will be prepared for a new 12" water line to replace the existing 8" water line that is currently in place along Marsh Lane. The new 12" line will extend along Marsh Lane from the intersection of Vitruvian Way for approximately 700 feet. Included will be water line facilities and crossings (within the existing right-of-way for Marsh Lane) for future development phase connections. Also included will be re-connections of existing hydrant leads, services and other water appurtenances that are currently in service from the existing 8" water line. Plans will also be prepared for a new public water line in and along proposed Street A for a complete water system to serve Vitruvian Park Block 2.
- B. **Water Profiles:** Water line profiles will be provided for the 12" system in Marsh Lane and for the water line system in and along Street A.
- C. **Traffic Control and Phasing Plans:** Traffic control and phasing plans along with necessary details will be prepared for the construction of the proposed water lines.
- D. **Erosion & Sediment Control Plan:** The plan will be prepared in compliance with the Texas Pollutant Discharge Elimination System (TPDES) program administered by the Texas Commission on Environmental Quality (TCEQ). The plan will include erosion and sediment control measures for use during construction of the project.
- E. **Construction details.**

After reviewing the plans with Town staff, Icon will prepare the necessary applications and submit the Water Plans to the Town of Addison. We have included attending all required design coordination meetings with Town of Addison staff for the purpose of obtaining plan approval.

9) **Wastewater Plans**

Icon will prepare Wastewater Plans, including detailed design, drafting and specifications, for each of the following improvements in accordance with Town of Addison requirements. Icon will then provide all technical support necessary to facilitate acceptance of these plans by the Town of Addison. The plans will include the following:

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- A. **Wastewater Plan:** A wastewater plan for all proposed public wastewater system improvements located within Vitruvian Park Block 2 tract will be prepared. Plans will be prepared for a new 10" wastewater line to replace the existing 8" wastewater line that is currently in place along Marsh Lane. The new 10" line will extend along Marsh Lane for approximately 450 feet and then extend easterly along Street A to the intersection with Ponte Avenue. Included will be re-connection of existing wastewater mains, services and other wastewater appurtenances that are currently in service, as well as design of temporary improvements necessary to keep these existing facilities in place during construction.
- B. **Wastewater Profiles:** Profiles for all public wastewater lines will be prepared.
- C. **Traffic Control and Phasing Plans:** Traffic control and phasing plans along with necessary details will be prepared for the construction of the public wastewater improvements in Vitruvian Park Block 2.
- D. **Erosion & Sediment Control Plan:** The plan will be prepared in compliance with the Texas Pollutant Discharge Elimination System (TPDES) program administered by the Texas Commission on Environmental Quality (TCEQ). The plan will include erosion and sediment control measures for use during construction of the project.
- E. **Construction details.**

After reviewing the plans with Town staff, Icon will prepare the necessary applications and submit the Wastewater Plans to the Town of Addison. We have included attending all required design coordination meetings with Town of Addison staff for the purpose of obtaining plan approval.

10) Storm Drainage System Plans

Icon will prepare Storm Drainage Plans, including detailed design, drafting and specifications, for each of the following improvements in accordance with Town of Addison requirements. Icon will then provide all technical support necessary to facilitate acceptance of these plans by the Town of Addison. The plans will include the following:

- A. **Drainage Area Map and Computations:** An overall site drainage area map with hydrology and hydraulic computations will be prepared. This information will be utilized solely for sizing of proposed drainage systems within Vitruvian Park Block 2 at this time.
- B. **Storm Drain Plans:** Storm drainage plans will be prepared for all proposed public drainage system improvements within Vitruvian Park Block 2. Provisions will be included to address existing run-off from bordering properties as well as for proposed systems and future improvements for properties adjacent to the Vitruvian Park Block 2 tract.

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- C. Storm Drain Profiles: Profiles for all public storm drainage lines within the Vitruvian Park Block 2 tract will be prepared.
- D. Traffic Control and Phasing Plans: Traffic control and phasing plans along with necessary details will be prepared for the construction of the storm drainage improvements included in this proposal.
- E. Erosion & Sediment Control Plan: The plan will be prepared in compliance with the Texas Pollutant Discharge Elimination System (TPDES) program administered by the Texas Commission on Environmental Quality (TCEQ). The plan will include erosion and sediment control measures for use during construction of the project.
- F. Construction details.

After reviewing the plans with Town staff, Icon will prepare the necessary applications and submit the Storm Drainage Plans to the Town of Addison. We have included attending all required design coordination meetings with Town of Addison staff for the purpose of obtaining plan approval.

11) Electric Duct Bank, Telecommunications and Miscellaneous Conduit Plans

Icon will prepare plans for underground Electric Duct Bank system improvements, Telecommunication system improvements and Miscellaneous Conduit Plans, including detailed design, drafting and specifications, for the following improvements in accordance with Oncor Electric Delivery standards, AT&T design standards, and other franchise utility providers' requirements. The plans will be reviewed with Town of Addison staff prior to submitting to Oncor Electric, AT&T and all other appropriate franchise utility providers for processing. Icon will then provide all technical support necessary to facilitate acceptance of these plans. The plans will include the following:

- A. Duct Bank Plans: Plans and details for the proposed underground electric duct bank system improvements, telecommunication duct bank system improvements (telecommunications, data, fiber optics, cable) and miscellaneous conduits duct bank system for installation of irrigation, street lighting and other miscellaneous underground sleeving needs will be prepared for the Vitruvian Park Block 2 tract.
- B. Duct Bank Profiles: Profiles for all underground electric duct bank system improvements, telecommunications duct bank system improvements, and duct bank systems for the miscellaneous conduits will be prepared.
- C. Traffic Control and Phasing Plans: Traffic control and phasing plans along with necessary details will be prepared for the construction of the electric duct bank and miscellaneous conduit improvements for Vitruvian Park Block 2.
- D. Erosion & Sediment Control Plan: The plan will be prepared in compliance with the Texas Pollutant Discharge Elimination System (TPDES) program administered by the

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Texas Commission on Environmental Quality (TCEQ). The plan will include erosion and sediment control measures for use during construction of the project.

E. Construction details.

After reviewing the plans with Town of Addison staff, Icon will prepare the necessary applications and submit the Electric Duct Bank Plans to Oncor Electric Delivery, Telecommunications Duct Bank Plans to AT&T, and the miscellaneous conduit plans to the appropriate franchise utility providers. We will coordinate and meet with Oncor Electric, AT&T and other franchise utility providers' staff for the purpose of obtaining their approval. We have also included attending all required design coordination meetings with Town of Addison staff for the purpose of obtaining plan approval.

12) Paving and Grading Plans

Icon will prepare Paving Plans, including detailed design, drafting and specifications, for each of the following improvements in accordance with Town of Addison requirements. Icon will then provide all technical support necessary to facilitate acceptance of these plans by the Town of Addison. The plans will include the following:

A. Paving Plans: Plans for the construction of Street A will be prepared. Street A, as currently proposed, will connect to the existing asphalt paved driveway at the northern most end of Ponte Avenue. A "Type C" street section will be provided until the connection with Marsh Lane, a distance of approximately 1,000 feet. The Type "C" roadway section will be designed as a two lane roadway with parallel parking along the outside lanes within a 53' wide right-of-way. All street sections will be designed in general conformance with the details and sections included in the Planned Development conditions for Vitruvian Park.

Paving improvements to Vitruvian Way will consist of the addition of parallel parking spaces along the north side of the street from Marsh Lane to Ponte Avenue. No paving improvements are proposed along Marsh Lane with the exception of the street intersection with proposed Street A. It is also our understanding that the existing median openings within Marsh Lane will stay in their current locations with no proposed modifications planned.

B. Paving Profiles: Profiles for all public paving improvements within the Vitruvian Park Block 2 tract will be prepared.

C. Pavement Cross-Sections: Cross sections indicating existing and proposed elevations along proposed public rights-of-way for Street A will be provided on maximum 100' intervals.

D. Traffic Control and Phasing Plans: Traffic control and phasing plans along with necessary details will be prepared for the construction of the public paving improvements included in this proposal.

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E. Erosion & Sediment Control Plan: The plan will be prepared in compliance with the Texas Pollutant Discharge Elimination System (TPDES) program administered by the Texas Commission on Environmental Quality (TCEQ). The plan will include erosion and sediment control measures for use during construction of the project.

F. Construction details.

After reviewing the plans with Town of Addison staff, Icon will prepare the necessary applications and submit the Paving Plans to the Town. We have included attending all required design coordination meetings with Town of Addison staff for the purpose of obtaining plan approval.

13) Streetscape, Landscape and Irrigation Plans

Icon will prepare Streetscape, Landscape and Irrigation Plans, including detailed design, drafting and specifications for the proposed right-of-way for Street A and for Vitruvian Way (north side of Vitruvian Way right-of-way only). Design shall be in general compliance with the Planned Development agreement for various street right-of-way sections. Icon will then provide all technical support necessary to facilitate acceptance of these plans by the Town of Addison. Drawings will be prepared to provide layout and construction details required to properly bid and install the following:

- A. Landscape Planting Plan: The plan will be prepared to include material locations, genus/species, quantity spacing, size and varieties to be utilized on site. Details and enlargements will be prepared as necessary in order to clarify intent of layout.
- B. Irrigation Plan: The plan will be prepared to include location and model of all heads, valves, meters, controller electrical service, wiring, etc. as well as size of all piping and sleeving. Details and enlargements will be prepared as necessary in order to clarify intent of layout.
- C. Drainage Plan: The plan will be prepared to include drainage facilities pertaining to any planting beds or tree wells.
- D. Streetscape Plans: The plan will be prepared to include selection and locations of Street Furniture.
- E. Special Pavement Treatment Plan: The plan will be prepared to include specifying locations and providing details for brick paver areas, concrete stamping, coloring, etc. for streets and street intersections, sidewalks, cross walks, median noses, etc.
- F. Street Lighting Plan: The plan will be prepared to include full lighting design services consisting of photo metrics, fixtures, electrical service, wiring, etc. for a complete functional street lighting system along proposed Street A.

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After reviewing the plans with Town of Addison staff, Icon will prepare the necessary applications and submit the plans to the Town of Addison. Icon will meet with Town of Addison staff and provide coordination and technical support necessary to facilitate acceptance of plans by the Town of Addison.

14) Texas Architectural Barriers Project Registration (TABPR)

The project will require plans to be reviewed in accordance with TABPR guidelines. Icon will submit drawings for public infrastructure improvements within Vitruvian Park Block B directly to a state licensed TABPR reviewer for review. The following will be performed:

- A. Prepare the TABPR application and obtain Town of Addison signatures for submittal.
- B. Submit the completed application, review fee, and construction drawings to the reviewer for review and approval.
- C. Coordinate with the reviewer to address comments. Once comments have been cleared, the project will be registered with the Texas Department of Licensing and Regulations.
- D. Upon completion of construction, coordinate with the reviewer to have post construction audit performed.

15) Storm Water Pollution Prevention Plan

The Storm Water Pollution Prevention Plan (SWPPP) manual will be prepared in accordance with the Texas Pollutant Discharge Elimination System (TPDES) General Permit for Storm Water Discharges from Construction Activities. This program is administered by the Texas Commission on Environmental Quality (TCEQ).

The SWPPP manual will be prepared to cover the entire 16± acre project. It is assumed that there may be several General Contractors with responsibility for the day-to-day operations. Each General Contractor will be responsible for implementing the SWPPP and for conducting the periodic inspections for the work covered by their contracts as required by the regulations.

Preparation of the SWPPP manual will include the Notice of Intent's, Delegation Letters, Site Notices, MS4 Notifications and Notice of Termination's for both the Owner and each of the General Contractors. The Owner and General Contractors will have the responsibility to certify the SWPPP, sign and submit the NOI's and Delegation Letters and post the Site Notice and NOI's.

16) Project Meetings

During the surveying, planning, and design phases, Icon will attend project meetings with the Town of Addison, RH Shackelford, Inc. and/or other project design team members. We have budgeted 70 man-hours for meetings.

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17) Construction Phase Services

Construction administration services will be performed for the following:

- A. Prepare bid proposal forms for Infrastructure Improvements relating to public improvements within the Vitruvian Park Block 2 tract. Included will be wastewater, water, storm drainage, electric duct bank, telecommunications duct bank, miscellaneous conduits, grading, paving, street lighting, landscaping, irrigation and streetscape improvements. It is anticipated that all improvements will be bid as one bid package.
- B. Prepare bid proposal documents and submit to Town of Addison for distribution to contractors for bidding purposes.
- C. Prepare and issue addenda as appropriate to clarify, correct or change the bidding documents.
- D. Attend the pre-bid meeting for public infrastructure improvements.
- E. Respond to contractor questions during the bidding process.
- F. Once the construction bids have been submitted, assist the Town of Addison in preparing a bid tabulation and in contractor selection.
- G. Provide assistance to the Town of Addison in the preparation of construction contracts for execution by the Town of Addison and the successful contractor.
- H. Attend the pre-construction conference.
- I. Review request for information (RFI), shop drawings, material submittals, test reports, and change orders related to the work.
- J. Attend a once-a-month construction progress meeting.
- K. When the construction has been completed, perform a final review (in conjunction with Town of Addison staff) of the public infrastructure improvements and related work, and provide the contractors with a punch list for each phase.
- L. Once the punch list is completed, perform a final review of completed improvements in union with Town of Addison staff to verify all punch list items have been completed.

18) Record Drawings

Upon completion of construction of the infrastructure improvements for the Vitruvian Park Block 2 project, Icon will prepare one (1) set of mylar record drawings, three (3) full size bond drawing sets, and electronic files in CAD and PDF formats for the Town of Addison based on marked-up plans to be provided by each of the contractors.

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COMPENSATION

Icon Consulting Engineers, Inc. proposes to provide the Basic Scope of Services as described above on a "not-to-exceed" fee basis as follows:

- 1) **Route Design Surveys** – Icon will perform the services as described for a not-to-exceed fee of **\$8,920**.
- 2) **Existing Underground Utilities Location** - Icon will perform the services as described for a not-to-exceed fee of **\$1,265**.
- 3) **Preliminary Plat** - Icon will perform the services as described for a not-to-exceed fee of **\$6,890**.
- 4) **Final Plat** - Icon will perform the services as described for a not-to-exceed fee of **\$5,300**.
- 5) **Right-of-Way Monumentation** - Icon will perform the services as described for a not-to-exceed fee of **\$3,290**.
- 6) **Easement By Separate Instrument** – Icon will perform the services for a not-to-exceed fee of **\$4,500** based on a maximum of five (5) easements by separate instrument.
- 7) **Easement Abandonment /Vacation** – Icon will perform the services as described for a not-to-exceed fee of **\$4,500** based on a maximum of five (5) easement abandonment/vacation documents.
- 8) **Water Plans** - Icon will perform the services as described for a not-to-exceed fee of **\$19,350**.
- 9) **Wastewater Plans** - Icon will perform the services as described for a not-to-exceed fee of **\$22,750**.
- 10) **Storm Drainage System Plans** - Icon will perform the services as described for a not-to-exceed fee of **\$40,530**.
- 11) **Electric Duct Bank and Misc. Conduit Plans** - Icon will perform the services as described for a not-to-exceed fee of **\$44,490**.
- 12) **Paving and Grading Plans** - Icon will perform the services as described for a not-to-exceed fee of **\$28,230**.
- 13) **Streetscape, Landscape and Irrigation Plans** - Icon will perform the services as described for a not-to-exceed fee of **\$34,070**.
- 14) **Texas Architectural Barriers Project Registration (TABPR)** – Icon will perform the services as described for a not-to-exceed fee of **\$3,710**.

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- 15) **Storm Water Pollution Prevention Plan** – Icon will perform the services as described for a not-to-exceed fee of \$4,250.
- 16) **Project Meetings** - Icon will perform the services as described for a not-to-exceed fee of \$13,300.
- 17) **Construction Phase Services** – Icon will perform the services as described for a not-to-exceed fee of \$32,260.
- 18) **Record Drawings** - Icon will perform the services as described for a not-to-exceed fee of \$7,960.
- 19) **Reimbursable Expenses** – As described below for a not-to-exceed fee of \$25,500.

TOTAL NOT-TO-EXCEED FEE FOR TASKS 1 THROUGH 19 = \$311,065.

Please note that the above fees are based on a smooth project implementation and have assumed no major changes to the scope of services. Fees shown for the hourly basis elements are for budgeting purposes only and invoices will reflect the actual time incurred. Should work outside the above scope of services be required, a separate proposal will be submitted to the Town of Addison for approval prior to our beginning the additional services.

REIMBURSABLE EXPENSES

Reimbursable expenses consisting of in-house reproduction charges and auto travel will be billed as a direct expense at our attached established rates. Reimbursable expenses consisting of courier services and outside reproduction charges will be billed as a direct expense at cost plus fifteen (15%) percent. Plan submittal and review fees, permit, filing and other agency fees will be billed as a direct expense at cost plus ten (10%) percent.

SPECIAL SERVICES

We have made our best effort to prepare a thorough and complete proposal to successfully complete this project. However, there may be additional or special services that we are not currently aware of that are required or that the Town of Addison may desire that we provide. These services may add time and cost to the ultimate schedule and budget for the project. Should such a situation occur, a separate proposal will be submitted to the Town of Addison for approval prior to our beginning these services. The following is a partial list of services not considered to be a part of the Basic Scope of Services outlined in this proposal, but are services that can be provided if requested by the Town of Addison:

- Geotechnical and environmental studies.
- Design of off-site improvements not specifically included in the proposal.
- Regional drainage study including hydrologic/hydraulic analysis of off-site drainage.

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- Design of storm drainage detention/retention facilities.
- Hydraulic analysis of existing sanitary sewer systems.
- Hydraulic modeling of existing water system.
- Traffic impact study.
- Design of retaining walls or screening walls.
- Construction phases services, including, but not limited to, the following:
 - Review of contractor pay requests.
 - Preparation of change orders.
 - Site visits.
 - Construction observation.
 - Surveying services.
- Redesign of the site after the layout has been approved by the client.
- Revisions required due to amendments/changes in regulatory criteria (i.e., zoning and subdivision ordinances, design criteria, results of legislation, court decisions, etc.) adopted after the date of the proposal, which becomes effective retroactive prior to the date of the proposal.

We at Icon Consulting Engineers, Inc. appreciate the opportunity to provide you with this proposal for professional engineering, surveying, planning, landscape architecture and related services for this project, and are very excited regarding the possibility of working with you.

Once again, thank you for this opportunity. Please do not hesitate to call if you have any questions or if we may provide additional information.

Sincerely,

Icon Consulting Engineers, Inc.



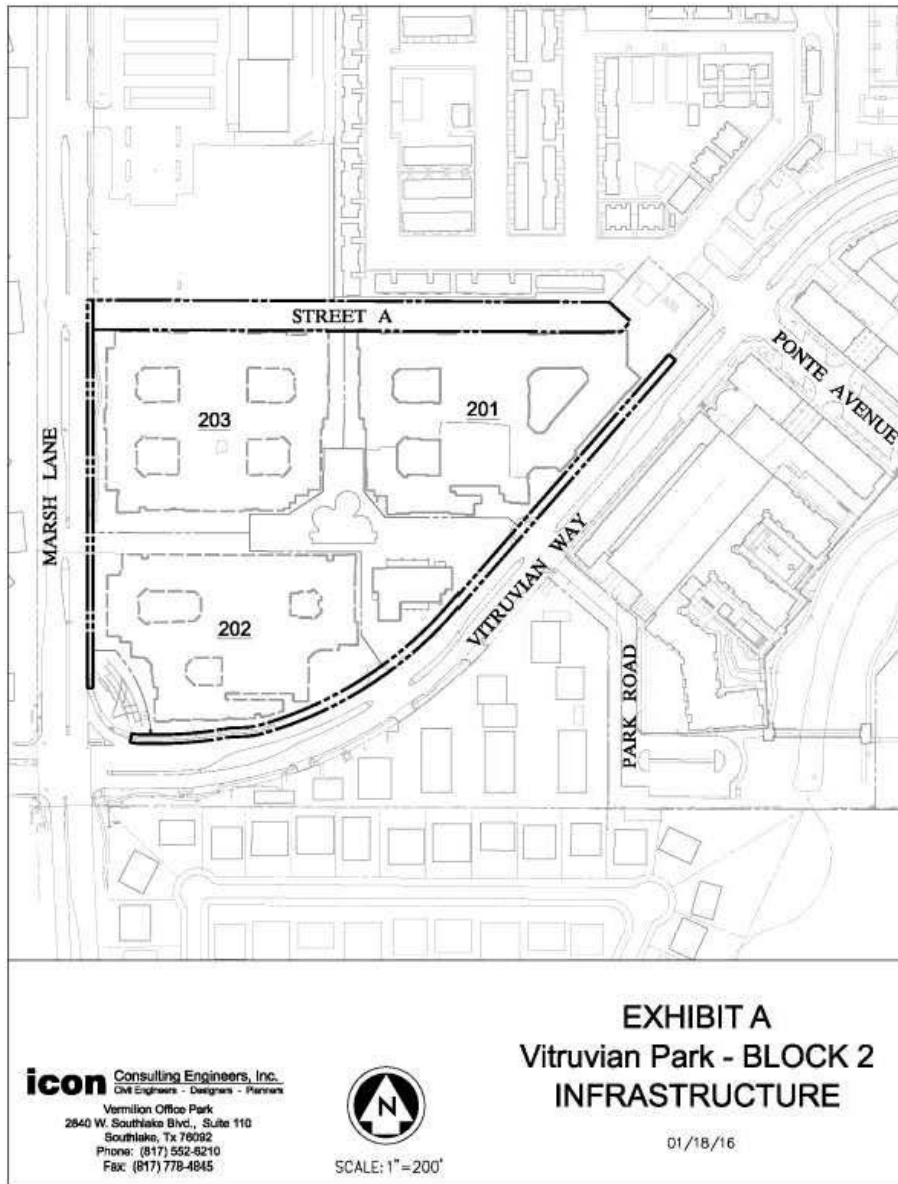
Bruce F. Dunne, P.E.
President

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Work Session and Regular Meeting**Meeting Date:** 02/09/2016**Department:** Infrastructure- Development Services

AGENDA CAPTION:

Consider Authorizing the City Manager to **Approve an License Agreement with Greenhill School for the Use of an Easement Area on School Property.**

BACKGROUND:

Greenhill School is in the process of making several improvements to their campus on Spring Valley Road. As a part of this, a new pavilion facility that houses the locker rooms, restrooms, and other facilities was built next to their athletic field. In between the spectator bleachers and the pavilion there are several water and sanitary sewer utility appurtenances in an easement that gives the Town the right to access the equipment at all times. In order to make the pathway between the bleachers and the pavilion ADA compliant, Greenhill has requested permission to build a deck over the utility infrastructure. The Town's Code of Ordinances 82-86 Unlawful Acts (11) states that *"It shall be unlawful for any person to place upon or about any fire hydrant, gate valve, manhole, curb cock, meter or meter box connected with any water pipe of the utilities division, any object, debris or structure of any kind, so as to prevent free access to the same at all times."*

In order to allow Greenhill to build the deck over the easement area, Greenhill has agreed to construct hinged doors over the top of the utility equipment so that Town personnel can access it for meter reading and normal routine maintenance activities. Greenhill also agrees that if Town personnel need to access the utility equipment in an emergency, the Town will not be responsible for any damage that is done to the deck nor will it be responsible for replacing the deck if such is damaged and needs to be replaced or rebuilt. The Town does agree to take ordinary care not to unnecessarily damage the facility. Town staff has received and reviewed the plans provided by Greenhill and finds them to be acceptable. Approved plans will be kept on file.

The use agreement gives Greenhill the right to construct and maintain the deck over the easement area; it indemnifies and holds harmless the Town from and against any and all claims and liabilities for damage to the property or persons in connection with the construction of the deck; provides the Town with reasonable access to the utilities for on-going maintenance and repair; gives the Town the right to access the area in an emergency but stipulates that Greenhill is responsible for any damage that may occur during the exercising of the Town's right to repair the utility in an emergency; stipulates that the agreement runs with the land and is in effect as long as the deck remains in place; gives certain termination rights to the Town should Greenhill be in default that is not cured within a reasonable time; if the Town determines that the deck is required to

be removed for health, safety, and necessity of the public, Greenhill shall remove the facility within 30 days. If Greenhill fails to do so, the Town has the right to remove it and charge the cost back to Greenhill.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution with Agreement and Exhibits

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A LICENSE AGREEMENT BETWEEN THE TOWN OF ADDISON AND GREENHILL SCHOOL TO ALLOW FOR THE CONSTRUCTION OF CERTAIN IMPROVEMENTS WITHIN AN EASEMENT LOCATED ON THE GREENHILL CAMPUS, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The License Agreement between the Town of Addison and Greenhill School to allow the construction of certain improvements within an easement located on the Greenhill campus, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

Section 2. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 9th day of February, 2016.

Todd Meier, Mayor

ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

STATE OF TEXAS §
 § **LICENSE AGREEMENT**
COUNTY OF DALLAS §

This LICENSE AGREEMENT (this “**Agreement**”) is entered into as of this ___ day of _____, 2016, by and between the TOWN OF ADDISON, TEXAS, a Texas home-rule municipality (the “**City**”) and GREENHILL SCHOOL, a Texas nonprofit corporation (“**Licensee**”) (the City and Licensee are sometimes referred to herein together as “**Parties**” and individually as a “**Party**”).

RECITALS

A. Licensee is the owner of record of that certain real property (the “**Property**”) located in the city and more particularly described in Exhibit A attached hereto and incorporated herein by reference.

B. City holds certain easements for utility purposes (the “**Easements**”) under and through a portion of the Property as shown and dedicated to City on Exhibit A.

C. Licensee desires to construct a pavilion structure and related facilities (collectively, the “**Pavilion Facilities**”) over and upon the area encumbered by the Easements as further described on Exhibit A (such area, as may be revised pursuant to this Agreement, the “**License Area**”). A description of the Pavilion Facilities is contained in Exhibit B, attached hereto and incorporated herein.

D. In exchange for granting Licensee authorization to construct and maintain the Pavilion Facilities over and upon the License Area, City requires Licensee to enter into this Agreement.

E. This Agreement is solely intended for the protection and well-being of City’s existing utilities within the License Area (the “**Utilities**”). This Agreement is in no way associated with or in reference to other easements in favor of the City lying outside of the License Area or other easements not owned by City that may be affected by development of the Pavilion Facilities.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Incorporation of Recitals. The above and foregoing Recitals are true and correct and are incorporated herein and made a part of this Agreement for all purposes.

2. Grant of License. Subject to Paragraph 10 below, the City does hereby grant to Licensee a revocable license to construct, maintain, repair, reconstruct, and replace the Pavilion Facilities over and upon the License Area.

EXHIBIT A

The license hereby granted is subject to and shall be used by Licensee in accordance with the terms and conditions of this Agreement, and with the City Charter and all applicable laws, ordinances, rules, regulations, codes, policies, and standards of the City and of any other governmental entity, agency, or authority having jurisdiction over the License Area or any matter covered by this Agreement (whether in effect on the Effective Date or as adopted or enacted thereafter) (collectively, “**Applicable Law**”), including those related to health, safety, noise, environmental protection, waste disposal, and water and air quality, and shall provide reasonable evidence of compliance with Applicable Law satisfactory to the City upon the written request of the City. In no event shall Licensee have the right to use the License Area for any purpose other than as set forth in this Agreement, unless City has provided its prior written consent to such use.

Not by way of limitation of the foregoing, City reserves the right to approve the final plans and specifications for the Pavilion Facilities for the limited purpose of confirming that (i) the Pavilion Facilities would not reasonably be expected to jeopardize the physical integrity of the Utilities, and (ii) City will have reasonable access to the Utilities to perform maintenance and repair activities as may be reasonably necessary from time to time.

Notwithstanding any other provision of this Agreement, it is understood that the License Area shall mean the portion of the Easements upon and over which the Pavilion Facilities are actually constructed and maintained.

3. Non-exclusive license. The license granted by this Agreement is not exclusive, and is subject and subordinate to: (a) the right of the City to use the License Area for any purpose needed by the City, including the right to make any repairs, modifications, or other changes to the License Area or to any area contiguous or adjacent to the License Area; (b) any existing utility, drainage, or communication facility, or any other similar facility, located within, on, under, over, or upon the License Area; (c) all vested rights presently owned by any utility, communication, or other company; (d) any existing license, lease, easement, or other interest heretofore granted by the City; (e) the terms and conditions of this Agreement; and (f) Applicable Law.

4. Use, operation, maintenance.

(a) Other than as provided in this Agreement, all use, operation, and maintenance of the License Area under this Agreement by Licensee shall be conducted and performed in such a manner so as not to unreasonably interfere with the public use of the underlying easement. The City’s approval of any use, operation or maintenance of the License Area under or in connection with this Agreement (including approval of any plans for the installation or maintenance of the Pavilion Facilities in accordance with the approval rights set forth in Paragraph 2 above) shall not and does not relieve Licensee of all responsibility and liability for such use, operation and/or maintenance.

(b) Prior to installation, removal, or replacement of the Pavilion Facilities, Licensee shall:

(i) submit to the City’s Director of Infrastructure Operations and Services Department or the Director’s designee, or to such other person as may be directed by the City

EXHIBIT A

Manager (the “**Director**”), for review and consideration of approval, plans, specifications, and final shop drawings for the Pavilion Facilities in accordance with the approval rights set forth in Paragraph 2 above, which shall show, among other things, (A) the depth and location of the footings for the Pavilion Facilities in the License Area, and (B) the location of any utility or other facilities located within the License Area. Such plans, specifications, and shop drawings shall be signed and sealed by a professional engineer holding a current, valid engineering services license issued by the State of Texas. The Pavilion Facilities shall not be installed unless and until such plans, specifications, and drawings have been approved by the Director, such approval to be subject to the provisions of Paragraph 2 above;

(ii) obtain any permits required by the City to install the Pavilion Facilities; and

(iii) if any utility or other facilities not owned by the City are located in the License Area, provide written notice to the owner of the same and provide a copy of such notice to the Director.

Licensee acknowledges that any damage to or destruction of any City property located within or immediately adjacent to the License Area and arising out of Licensee’s acts or omissions under or in connection with this Agreement, is the sole responsibility of Licensee, and Licensee shall promptly repair (or restore) (or cause the repair or restoration of) any such property that is damaged or destroyed at no cost to the City and to the reasonable satisfaction of the City.

The use, operation, and maintenance of the License Area by Licensee and all work and services pursuant to this Agreement pertaining to the Pavilion Facilities, including the installation, maintenance and replacement of the Pavilion Facilities, shall be conducted and performed in a safe, clean, neat, and good and workmanlike manner to the reasonable satisfaction of the Director.

Prior to instituting any maintenance or work on or within the License Area, Licensee, as required by Applicable Law, shall secure from the City any necessary permits, including building permits. The City shall be the sole judge of the quality of the maintenance, and upon written notice from the City, by and through the City Manager or the City Manager’s designee, stating in general terms how and in what manner maintenance is required, Licensee shall perform such required maintenance. If Licensee fails to do so, the City shall have the right (in addition to any other rights of the City provided for herein) to perform such maintenance, the cost of which shall be borne by Licensee. In conducting any such maintenance or work, City shall use all ordinary care to minimize damage to the Pavilion Facilities; provided, however, that Licensee is responsible for damage to the Pavilion Facilities if City, despite exercising such ordinary care, damages the Pavilion Facilities in the course of performing such maintenance or work.

(c) In connection with this Agreement, Licensee is and shall at all times be and remain responsible and liable for the acts and omissions of Licensee, its owners, directors, partners, managers, officers, employees, authorized representatives, authorized agents, contractors, consultants, and licensees (collectively, “**Representatives**”), and their respective Representatives. The provisions of this subparagraph (c) shall survive the termination or expiration of this Agreement.

EXHIBIT A

(d) The City has and shall at all times have the right to enter into, upon, under and over the License Area for any purpose whatsoever, including to make any modifications, repairs, or other changes to the License Area, provided the City shall use reasonable efforts, as solely determined by the City, to minimize interference with Licensee's use of the License Area as set forth herein.

5. Insurance.

(a) At all times in connection with this Agreement, Licensee shall purchase and maintain in a company or companies lawfully authorized to do business in Texas such insurance coverages as set forth below:

(i) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$2,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage for products/completed operations must be maintained for at least two (2) years after any construction work has been completed; and the insurance must include contractual liability, covering, but not limited to, the liability assumed under the indemnification provisions of this Agreement.

(ii) Worker's compensation at statutory (Texas) limits, including employer's liability coverage at minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

(b) With reference to the foregoing insurance requirement, Licensee shall specifically endorse applicable insurance policies as follows:

(i) The Town of Addison, Texas shall be named as an additional insured with respect to all liability policies.

(ii) A waiver of subrogation in favor of the Town of Addison, Texas, its officers, employees, and agents shall be contained in each policy required herein.

(iii) All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.

(iv) All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage.

(v) Required limits may be satisfied by any combination of primary and umbrella liability insurances.

(vi) Licensee may maintain reasonable and customary deductibles.

(vii) Insurance must be purchased from insurers that are licensed to do business in the State of Texas.

EXHIBIT A

(c) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, delivered to Licensee and the City prior to the commencement of the use of the License Area by Licensee, and shall:

(i) List each insurance coverage described and required herein. Such certificates will also include a copy of the endorsements necessary to meet the requirements and instructions contained herein.

(ii) Specifically set forth the notice-of-cancellation or termination provisions to the Town of Addison.

(d) Upon request, Licensee shall furnish the Town of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

(e) If Licensee fails to keep all such insurance in force and effect at all times applicable to this Agreement, the City may terminate this Agreement upon thirty (30) days' prior written notice if any breach of this Paragraph 5 has not been cured to the reasonable satisfaction of the City.

6. Indemnification; Release.

(a) Licensee's Indemnity Obligations. Licensee shall DEFEND (with counsel reasonably acceptable to the City), INDEMNIFY and HOLD HARMLESS City and its elected and appointed boards, officers, agents, and employees ("City Persons") from and against any and all claims, liabilities, and losses of any nature whatsoever, including reasonable out-of-pocket attorneys' fees and costs, for damage to property or persons arising out of or connected with the construction, use and maintenance of the Pavilion Facilities over and upon the License Area, including any damage to the Utilities over which the Pavilion Facilities are constructed or which are located in the immediate vicinity of the Pavilion Facilities (collectively, "Losses"). In the event of any such Losses, Licensee, in addition to defending, indemnifying and holding the City harmless, shall also reimburse City for all of its reasonable, documented out-of-pocket costs to make necessary repairs to the Utilities SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY CITY PERSON, OR CONDUCT BY ANY CITY PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. However, Licensee's liability under this section shall be reduced by that portion of the total amount of the Claims (excluding defense fees and costs) equal to the City Person or City Persons' proportionate share of the negligence, or conduct that would give rise to strict liability of any kind, that caused the loss. Likewise, Licensee's liability for City Person's defense costs and attorneys' fees shall be reduced by that portion of the defense costs and attorneys' fees equal to City Person or Persons' proportionate share of the negligence, or conduct that would give rise to strict liability of any kind, that caused the loss.

EXHIBIT A

Licensee shall promptly advise the City in writing of any claim or demand against any City Person related to or arising out of Licensee's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Licensee's sole cost and expense. The City Persons shall have the right, at the City Persons' option and own expense, to participate in such defense without relieving Licensee of any of its obligations hereunder. **This defense, indemnity, and hold harmless provision shall survive the termination or expiration of this Agreement.**

(b) Release. Licensee does hereby RELEASE, WAIVE, ACQUIT, AND FOREVER DISCHARGE the City and all other City Persons from, and do COVENANT NOT TO SUE the City or any other City Persons for, any and all claims, liability, judgments, lawsuits, demands, harm, losses, damages, proceedings, actions, causes of action, fees, fines, penalties, expenses, or costs (including, without limitation, attorneys' fees and court costs) whatsoever for or related to personal injury of any kind or nature whatsoever (including death), or any damage to or destruction of any property, or any other harm or loss whatsoever, (collectively, "Damages"), which Licensee may sustain or suffer in connection with or related to this Agreement, INCLUDING, WITHOUT LIMITATION, ANY AND ALL DAMAGES WHICH ARISE FROM, OR ARE ALLEGED OR FOUND TO HAVE BEEN CAUSED BY, IN WHOLE OR IN PART, THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY CITY PERSON, OR CONDUCT BY ANY CITY PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

7. Utility Access. In consideration for City authorizing Licensee to construct and maintain the Pavilion Facilities over and upon the License Area, Licensee shall design and maintain the Pavilion Facilities as to permit City's reasonable access to the Utilities for ongoing maintenance and repair, including the construction and maintenance of openings/entrances through the Pavilion Facilities and into the License Area that provide access to the Utilities. City's approval of the final plans as provided in Paragraph 4(b)(i) above shall be conclusive evidence that the initial design of the Pavilion Facilities is consistent with the requirements of this Paragraph 7.

8. City's Right to Perform Maintenance and Repair Work. If at any time City determines that an emergency condition exists, City reserves the right to enter the License Area (with reasonable notice to Licensee) to perform such work as City may determine is reasonably necessary to protect the public health and safety or to preserve the Utilities. For any event described in the foregoing sentence, City shall use ordinary care to minimize damage to the Pavilion Facilities; provided, however, that Licensee is responsible for damage to the Pavilion Facilities if City, despite exercising such ordinary care, damages the Pavilion Facilities in the course of performing such maintenance and repair work.

9. Covenants to Run with Land. The parties hereby covenant and agree that this Agreement shall run with the land and be binding upon themselves, their successors, assigns, heirs and legal representatives and shall continue in effect for so long as the Pavilion Facilities remain located on or in the vicinity of the Utilities. The burden of the covenants herein shall be on the responsible party's interest in the Property, and the benefits shall run in favor of the City.

EXHIBIT A

EXHIBIT A

(c) *Independent Contractor.* Licensee is an independent contractor, and nothing in this Agreement creates nor shall be construed to create an employer-employee relationship, a joint venture relationship, a joint enterprise, and Licensee has and shall have exclusive control of and the exclusive right to control the details of their respective operations, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, licensees, guests, and invitees.

(d) *Notices.* Any notice, correspondence, or statement required to be given or delivered hereunder, or otherwise given or delivered in connection with this Agreement, shall be in writing and shall be deemed to have been properly given for all purposes (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier unless such carrier confirms such notice was not delivered, then on the day such carrier actually delivers such notice, or (ii) if personally delivered, on the actual date of delivery, or (iii) if sent by certified U.S. Mail, return receipt requested, postage prepaid, on the third business day following the date of mailing. Addresses for any such notice, statement and/or report hereunder are as follows:

To the City:

Town of Addison, Texas
5300 Belt Line Road
Dallas, Texas 75254
Attn: City Manager

To Owner:

Greenhill School
4141 Spring Valley Road
Addison, TX 7501
Attn: Melissa Orth

The addresses and addressees for the purpose of this paragraph may be changed by giving notice of such change in the manner herein provided for giving notice.

(e) *Governing Law; Venue.* This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of laws rules of any jurisdiction. Any and all suits, actions or legal proceedings relating to this Agreement shall be maintained in the state or federal courts of Dallas County, Texas, which courts shall have exclusive jurisdiction for such purpose. Each of the parties submits to the exclusive jurisdiction of such courts for purposes of any such suit, action, or legal proceeding hereunder, and waives any objection or claim that any such suit, action, or legal proceeding has been brought in an inconvenient forum or that the venue of that suit, action, or legal proceeding is improper.

(f) *Severability.* The terms, conditions, and provisions of this Agreement are severable, and if any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

(g) *Headings; "Includes".* Paragraph headings are for convenience only and shall not be used in interpretation of this Agreement. For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

EXHIBIT A

(h) *Binding Agreement; No Third Party Beneficiaries.* This Agreement shall be binding on and inure to the benefit of the parties, their respective permitted successors and permitted assigns. This Agreement and all of its provisions are solely for the benefit of the parties hereto and do not and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

(i) *No Waiver of Immunity.* Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the City, its officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit.

(j) *Rights, Remedies; Waiver.* Except as set forth in or otherwise limited by this Agreement, the remedies and rights set forth in this Agreement: (a) are and shall be in addition to any and all other remedies and rights either party may have at law, in equity, or otherwise, (b) shall be cumulative, and (c) may be pursued successively or concurrently as either party may elect. The exercise of any remedy or right by either party shall not be deemed an election of remedies or rights or preclude that party from exercising any other remedies or rights in the future. Any rights and remedies either party may have with respect to the other arising out of this Agreement shall survive the expiration or termination of this Agreement. All waivers must be in writing and signed by the waiving party.

(k) *Entire Agreement; Amendment.* This Agreement represents the entire and integrated agreement between the City and Licensee with regard to the matters set forth herein and supersedes all prior negotiations, representations and/or agreements, either written or oral. Any amendment or modification of this Agreement must be in writing and signed by authorized representatives of each of the City and Licensee or it shall have no effect and shall be void.

(l) *Recording.* This Agreement or a memorandum hereof may be recorded in the public records of Dallas County, Texas by either party to this Agreement. Upon termination of this Agreement, either party may record in the public records of Dallas County, Texas a notice of such termination (and this right shall survive such termination).

(m) *Authorized Persons.* The undersigned representatives of the parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the respective parties hereto.

SIGNED by the parties on the dates set forth below, and this Agreement shall be effective as of the Effective Date set forth above.

(Signatures on Next Pages)

EXHIBIT A

EXECUTED in the County of Dallas, State of Texas, as of the date first above written.

TOWN OF ADDISON, TEXAS
a municipal corporation

By: Wesley S. Pierson, City Manager

ATTEST:

APPROVED AS TO FORM

Laura Bell, City Secretary

Brenda N. McDonald, City Attorney

GREENHILL SCHOOL
a Texas nonprofit corporation

By: Scott Griggs
Title: Head of School

EXHIBIT A

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for said state, on this day personally appeared WESLEY S. PIERSON, known or proved on acceptable evidence to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this ___ day of _____, 2016.

[Notary Stamp/Seal]

Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for said state, on this day personally appeared SCOTT GRIGGS, known or proved on acceptable evidence to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this ___ day of _____, 2016.

[Notary Stamp/Seal]

Notary Public, State of Texas

EXHIBIT A

EXHIBIT A

LICENSE AREA AGREEMENT

Part of Lot 2, Greenhill Park
Thomas L. Chenoweth, Abstract No. 273
Town of Addison, Dallas County, Texas

DESCRIPTION, of a 718 square foot (0.016 acre) tract of land situated in the Thomas L. Chenoweth Survey, Abstract No. 273, Dallas County, Texas; said tract being part Lot 2, Greenhill Park, an addition to the Town of Addison, Texas recorded in Volume 98051, Page 61 of the Deed Records of Dallas County, Texas; said tract also being part of that certain tract of land described in Special Warranty Deed to Greenhill School recorded in Volume 5320, Page 453 of said Deed Records; said tract also being part of a proposed 15-foot Water Easement; said 718 square foot tract being more particularly described as follows (Bearing system is based on a bearing of Due North, for the west line of Greenhill School Addition, an addition to the Town of Addison recorded in Volume 2005131, Page 60 of the Deed Records of Dallas County, Texas):

COMMENCING, at a 1/2-inch iron rod with "PACHECO KOCH" cap found for a reentrant corner for Lot 1 of said Greenhill Park addition and the reentrant corner for said Lot 2,

THENCE, North 89 degrees, 55 minutes, 28 seconds East, along the westernmost north line of said Lot 2 and the westernmost south line of said Lot 1, a distance of 195.33 feet to a point for corner; said point being the northwest corner of the said proposed 15-foot Water Easement;

THENCE, departing the said westernmost north line of said Lot 2 and the westernmost south line of said Lot 1 and along the west line of the said 15-foot Water Easement, the following five (5) calls:

South 00 degrees, 00 minutes, 32 seconds West, a distance of 20.28 feet to a point for corner;

South 71 degrees, 38 minutes, 38 seconds East, a distance of 23.38 feet to a point for corner;

South 00 degrees, 01 minutes, 50 seconds East, a distance of 11.92 feet to a point for corner;

South 53 degrees, 31 minutes, 19 seconds West, a distance of 87.62 feet to a point for corner;

South 45 degrees, 00 minutes, 32 seconds West, a distance of 197.08 feet to the POINT OF BEGINNING;

THENCE, South 89 degrees, 59 minutes, 28 seconds East, departing the said west line of the proposed 15-foot Water Easement, a distance of 21.21 feet to a point for corner in the east line of the said proposed 15-foot Water Easement;

THENCE, in a southerly direction, along the said east line of the proposed 15-foot Water Easement, the following two (2) calls:

South 45 degrees, 00 minutes, 32 seconds West, a distance of 8.75 feet to a point for corner;

South 00 degrees, 15 minutes, 17 seconds East, a distance of 21.68 feet to a point for corner;

Sheet 1 of 3

EXHIBIT A

EXHIBIT A

LICENSE AREA AGREEMENT

(continued)

THENCE, North 89 degrees, 59 minutes, 28 seconds West, departing the said east line of the proposed 15-foot Water Easement, a distance of 15.00 feet to a point for corner in the said west line of the proposed 15-foot Water Easement;

THENCE, along the said west line of the proposed 15-foot Water Easement, the following five (5) calls:

North 00 degrees, 15 minutes, 17 seconds West, a distance of 2.29 feet to a point for corner;

South 89 degrees, 44 minutes, 43 seconds West, a distance of 12.75 feet to a point for corner;

North 00 degrees, 15 minutes, 17 seconds West, a distance of 22.00 feet to a point for corner;

North 89 degrees, 44 minutes, 43 seconds East, a distance of 12.75 feet to a point for corner;

North 00 degrees, 15 minutes, 17 seconds West, a distance of 3.58 feet to the POINT OF BEGINNING;

CONTAINING: 718 square feet or 0.016 acres of land, more or less.

(A survey plat of even survey date herewith accompanies this description.)

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the license area agreement tract described.


Justin W. Waldrip Date 1/29/16
Registered Professional Land Surveyor No. 6179
Pasheco Koch, LLC
7557 Rambler Road, Suite 1400, Dallas, TX 75231
(972) 235-3031
TX Reg. Surveying Firm LS-10008000



1082-13.051EX3.doc
1082-13.051EX3.dwg CTP

Sheet 2 of 3

EXHIBIT A

EXHIBIT A

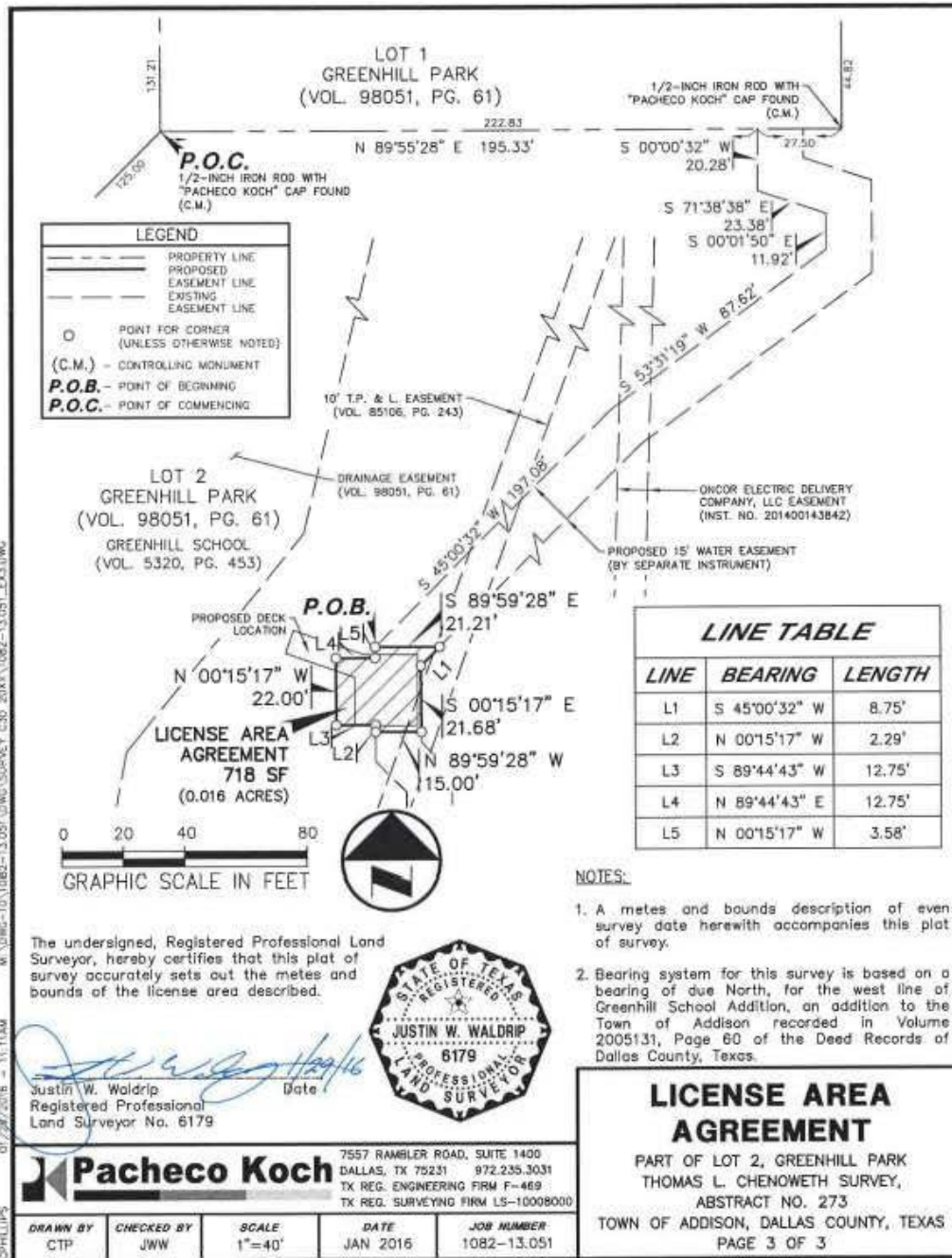


EXHIBIT A

EXHIBIT B

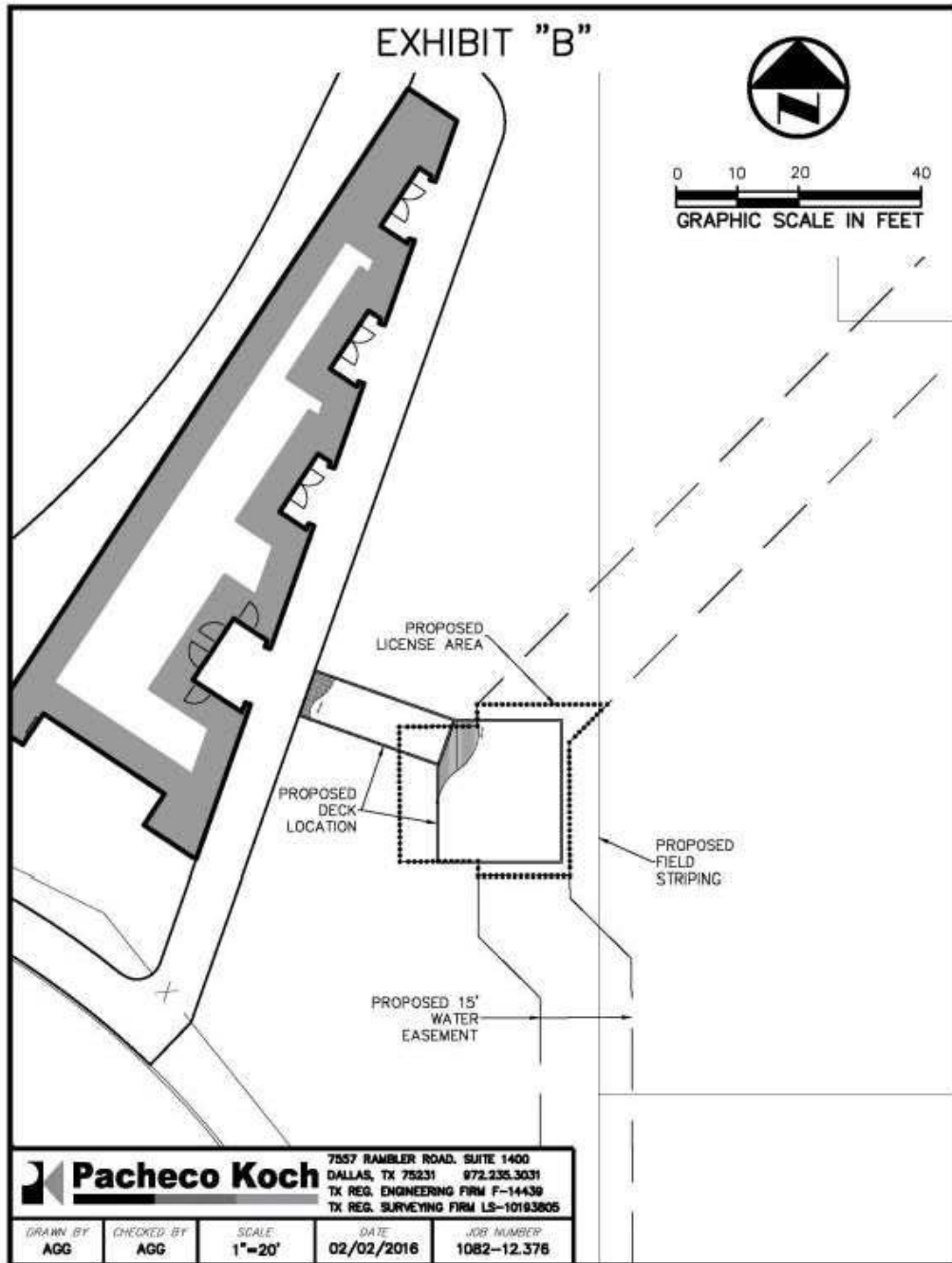


EXHIBIT A

AI-1495

Item # 10.

Work Session and Regular Meeting

Meeting Date: 02/09/2016

Department: Infrastructure- Development Services

AGENDA CAPTION:

Consider Authorizing The City Manager To **Approve the Assignment Of Ground Lease #0330-6803 (William R. White) Commonly Known As 16101-16111 Addison Road To Dukes Ice House, LLC.**

BACKGROUND:

A Ground Lease was executed on January 19, 1984, between the Town of Addison, Addison Airport of Texas, Inc. and William R. White for the property located at 16101-16111 Addison Road; the NW corner of Addison and Keller Springs Roads. The property is located at the eastern-most end of Taxiway Tango and the building contains 7,000 square feet of metal-clad hangar space, 4,704 square feet of restaurant space, and office space of 1,925 square feet. Mr. White previously sought and obtained the Town's consent to a sale and assignment in 2001 to Great Escape Aviation. In 2011 the Town gave notice of default to Great Escape for their failure to pay property taxes as required under the ground lease. Mr. White, then a lienholder pursuant to a Deed of Trust, recovered ownership of the leasehold and improvements by way of deed-in-lieu of foreclosure. Mr. White has since subleased the premises to Duke's Ice House, a restaurant and sports bar, and to FlightStar Aeromotive, Inc., an aircraft maintenance facility.

On October 9, 2015, the airport staff became aware that Mr. White had sold and conveyed all or a portion of his rights and interests in the ground lease without the knowledge or prior written consent of the Town, which constitutes an event of default under Section 9 of the ground lease agreement, a letter of default was sent to Mr. White on November 11, 2015 advising him of the default and demanding that he take actions to cure the default. Through subsequent negotiations it was determined that the best course of action was to effectively "unwind" the cause of the default and facilitate a proper conveyance of Mr. White's leasehold interests to Duke's Ice House, LLC.

In March 2015, a private party filed a lawsuit in Federal Court against both Mr. White and Duke's for non-compliance of the Americans with Disabilities Act (ADA). Both suits have been settled but outstanding ADA improvements remain to be completed as a condition of their settlement. As part of the pending consent to the assignment of the ground lease from Mr. White to Duke's Ice House, Duke's agrees to escrow 100% of the ADA construction cost. They will be responsible for the improvements, which will be reviewed and approved through the Town's standard building permit process.

If the assignment from Mr. White to Duke's Ice House is consented to, the default under the ground lease will be resolved and the Notice of Default will be withdrawn and

cancelled.

RECOMMENDATION:

Administration recommends approval.

Attachments

Memo B. Dyer Dukes Ice House

Resolution with Exhibits



William M. Dyer
Real Estate Manager
16051 Addison Road
Suite #220
Addison, Texas 75001

Main: 972-392-4850
Direct: 972-392-4856
Fax: 972-788-9334
bill.dyer@addisonairport.net

- M E M O R A N D U M -

To: Lisa Pyles, Director of Infrastructure & Development Services
From: Bill Dyer, Real Estate Manager
CC: Joel Jenkinson, Airport Director
Date: January 18, 2016
Re: Request of Approval by the Town of Addison Regarding the Assignment of Ground Lease #0330-6803 (William R. White) commonly known as 16101-16111 Addison Road to Dukes Ice House, LLC

Summary of Requested Approval and Recommendation by Airport Manager:

Request is being made for the Town's consideration and consent, as landlord, of the sale and assignment of the ground leasehold interests held by William R. White (White) to Dukes Ice House, LLC, Texas limited liability company (Dukes). Airport Management has reviewed the above matter and recommends the Town give its consent as requested. The city attorney has reviewed the proposed Assignment to Ground Lease Agreement as

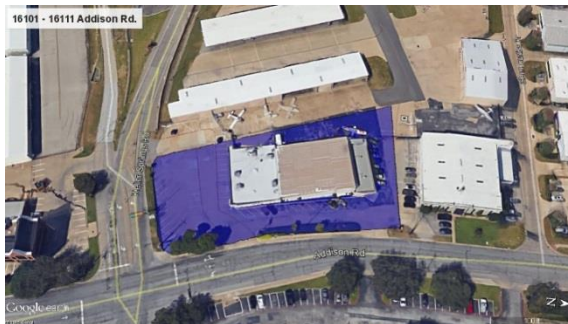


Figure 1: Aerial View of Subject Property with approximate boundaries

to form attached hereto as Exhibit 1 and finds it to be acceptable for the Town's purpose.

Background Information:

A Ground Lease was executed on January 19, 1984 between the City of Addison, Addison Airport of Texas, Inc. and William R. White. White previously sought and obtained the Landlord's consent to a sale

and assignment in 2001 to Great Escape Aviation. In 2011 the Town gave notice of default to Great Escape for their failure to pay property taxes as required under the ground lease. White, then a lienholder pursuant to a Deed of Trust, recovered ownership of the leasehold and improvements by way of deed-in-lieu of foreclosure. Mr. White has since subleased the premises to Duke's Ice House, a restaurant and sports bar, and to FlightStar Aeromotive, Inc., an aircraft maintenance facility.

Issues Found During Discovery

Two issues were discovered during airport management's due diligence process in connection with the requested action. White apparently sold and conveyed all or a portion of his rights and interests in the Ground Lease to Dukes and in doing so entered into a Security Agreement with Dukes pursuant to the Asset Purchase Agreement (Purchase Agreement) dated May 27, 2014 without the knowledge or prior written consent of the Landlord. The Security Agreement appeared to encumber some or all of the improvements possibly impacting the Town's interests as the landlord. White's actions constituted an event of default of Section 9 of the Ground Lease by having assigned these rights and encumbered the improvements - all without the prior written consent of the Landlord.

The other issue discovered was a lawsuit filed in Federal Court against both White and Dukes for non-compliance of the Americans with Disabilities Act (ADA) filed in March of 2015. Both suits have been settled but outstanding ADA improvements remain to be completed as a condition of their settlement.

As a practical measure, on November 11, 2015 the Town delivered a Notice of Default to White making demand for White to remedy its default or it could, among other remedies, terminate the Ground Lease. However through subsequent negotiation it was determined it was in best interest of all parties, including the Town, to "effectively unwind" the tenant's prior actions and facilitate a proper conveyance of the White's leasehold interests to Duke's Ice House, LLC. While good faith efforts having been demonstrated by both parties, the cure period has been extended to facilitate these negotiations and the Town's consideration of the recommended action.

As a result of these efforts, a Termination of Security Agreement has been drafted and will be publically recorded in the Dallas County Official Public Records once executed by White and Dukes. It was drafted by their attorneys' and has been reviewed by the city attorney's office. Also as a condition of the Towns consent to the assignment, Dukes is required to escrow 100% of the ADA construction costs, in a manner acceptable to the Town, prior to commencement of the ADA construction to ensure Duke's performance under the aforementioned ADA settlement agreement.

General Status of Ground Lease:

Located at the east most end of taxiway Tango, the subject ground lease consists of 55,560 square feet, or 1.28 acres, of real property located at 16101-16111 Addison Road. The improvement contains 7,000 square feet of metal-clad hangar space, the restaurant space is 4,704 square feet and office space of 1,925 square feet (for a total of 6,629) with excellent

street accessibility (Keller Springs and Addison Road NW corner) and off-street parking and 9,300 square feet of aircraft ramp.

White has sublet the premises. FlightStar Aeromotive (16111 Addison Rd.) leases all of the hangar space and some office space – for an approximate total of 8,400 square feet. FlightStar Aeromotive provides aircraft engine servicing and maintenance and has been a subtenant of this space for over 5 years.

The remaining space (approximately 5,100 square feet) is occupied by Dukes Ice House, LLC (16101 Addison Rd.). Dukes continues to use this space as a restaurant (with food and beverage) and has done so for over a year – opening in August 2014. As the new subtenant, Dukes made improvements to the existing restaurant space. Upgrading the appearance and features inside in order to attract more patrons.

Property Description		Ground Lease Information	
Date of Report	01/12/2016	Lease #	0330-6803
Property Number	0330-68	Tenant Name	William R. White
Property Address	16101-16111 Addison Road	Doing Business As	William R. White
Ramp Address	T-20	Primary Contact:	Nick Diguseppe
Property Type	Multi Use	Primary Contact Phone:	972-960-9941
Land Area	55,560	Lease Type	Ground Lease
Hangar Area	7,000	Lease Commencement Date	3/1/1985
Office/Shop Area	6,629	Lease Expiration Date	2/28/2025
Total Building Area	13,629	Years Remaining in Term	9
Year Built	1985	Current Monthly Rent	\$2,846.92
Est. Economic Life	40	Current Annual Rent	\$34,163.04
End of Eco. Life	2025	Annual Rent /SF Land	\$0.61
% Obsolescent	78%	Est. Remaining Contract Rent	\$368,768
Ramp Area	9,300	Next Rent Adjustment Date	03/01/17 - CPI every 2 years

Economic Impact:

From an economic/financial perspective, there is little or no change or impact to the Town’s current position with the property. If the requested action is approved, it is expected for the Airport to continue to receive scheduled ground rent from Duke’s until the ground lease expires in February 2025, which then the ownership of the building improvement will revert to the Town of Addison. It is anticipated the Town will commercially lease and operate these facilities until a higher and better use for the land is determined. The Town’s interests are likely improved with the assignment of the ground lease to Duke’s who has a greater vested interest in the property’s performance together with the success of their restaurant.

Background of Proposed Assignee:

Dukes Ice House LLC is a Texas limited liability company and first registered in the State of Texas in 2014. Mr. Mohsen Heidari, the managing and only member of the entity has represented the only assets of the LLC is the Duke’s Ice House restaurant and the underlying ground leasehold interests. Although not an entity under this LLC, Mr. Heidari

is also the owner (since 1988) of Arthur's Prime Steaks and Seafood, a fine dining restaurant for over 60 years. In 2001 it relocated from Campbell Center to Quorum Drive in Addison.

Dukes Ice House has been at its current location since August 2014. Liquor and food service licenses are current. As a relatively new LLC there is limited documentation available to substantiate Duke's creditworthiness except for their operations over the past year and Mr. Hedari's reputation in Addison, which did not present any material concerns to Airport Management.

Duke's acquisition of the leasehold and building improvements will be absent of the creation of any leasehold mortgage.

Conclusion and Recommendation of Airport Manager:

Airport Management recommends the Town give its consent to the requested action and authorize the City Manager, subject to the final review of the city attorney, to execute the Assignment of Ground Lease substantially in the form as proposed herein as Exhibit 1.

With the Town's granting its consent to the requested action, it is believed the events that caused Mr. White's default under the ground lease will be resolved to the Town's satisfaction. At such time, the Notice of Default will be withdrawn and cancelled.

Exhibits

- Exhibit 1: Proposed Assignment of Ground Lease Agreement Form and Consent of Landlord

Exhibit 1

**PROPOSED ASSIGNMENT OF GROUND LEASE
AND CONSENT OF LANDLORD**

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

ASSIGNMENT OF GROUND LEASE

This Assignment of Ground Lease (the “Assignment”) is entered into and effective as of ____ 20____, at Addison, Texas, by and between **WILLIAM R. WHITE** (herein referred to as “Assignor”) and **DUKE’S ICE HOUSE, LLC**, a Texas limited liability company (herein referred to as “Assignee”).

WHEREAS, a Ground Lease was executed on January 19, 1984 between the City of Addison, Addison Airport of Texas, Inc. and William R. White (“Ground Lease”) by the terms of which certain real property located at 16101 Addison Road, Addison Airport, within the Town of Addison, Texas, and owned by the City, was leased to William R. White, recorded in Volume 84227, Page 0026 of the Official Public Records of Dallas County, Texas (the “OPR”); and

WHEREAS, said Ground Lease was amended by that certain Amendment to Ground Lease dated November 30, 2001, recorded in Volume 84227, Page 0021 of the OPR (“First Amendment”); and

WHEREAS, the leasehold interest created under the Ground Lease was conveyed from William R. White to Great Escape Aviation, Inc. pursuant to that Special Warranty Deed with Vendor’s Lien dated October 1, 2001, recorded in Volume 20012332, Page 05145 in the OPR; and

WHEREAS, a Correction Special Warranty Deed with Vendor’s Lien and Correction to Amendment to Ground Lease between the Town of Addison, Texas, William R. White and Great Escape Aviation, Inc., was executed effective October 1, 2001, (filed and recorded as Document #200600013563 on January 12, 2006 in the OPR) correcting references made in error in the November 30, 2001 Amendment referenced hereinabove; and

WHEREAS, said Ground Lease was transferred from Great Escape Aviation, Inc., as Grantor, to William R. White, as Grantee, by way of Deed in Lieu of Foreclosure effective July 1, 2011, recorded in the OPR as Document No. 201100177110; and

WHEREAS, by virtue of such assignments, amendments and/or modifications made to the Ground Lease, Assignor is the Tenant under the Ground Lease (a true and correct copy of said Ground Lease in its entirety with all hereinabove referenced assignments, amendments and/modifications made thereto are attached and incorporated herein by reference as Exhibit "A"); and

WHEREAS, the Ground Lease provides that, upon the expiration or termination of that certain agreement referred to and defined in the Ground Lease as the “Base Lease”

(and being an Agreement for Operation of the Addison Airport between the City and Addison Airport of Texas, Inc.), the City is entitled to all of the rights, benefits and remedies, and will perform the duties, covenants and obligations, of the Landlord under the Ground Lease; and

WHEREAS, the said Base Lease has expired and the City is the Landlord under the Ground Lease; and

WHEREAS, the Ground Lease provides in Section 9 thereof that, without the prior written consent of the Landlord, the Tenant may not assign the Ground Lease or any rights of Tenant under the Ground Lease (except as provided therein), and that any assignment must be expressly subject to all the terms and provisions of the Ground Lease, and that any assignment must include a written agreement from the Assignee whereby the Assignee agrees to be bound by the terms and provisions of the Ground Lease; and

WHEREAS, Assignor desires to assign the Ground Lease to Assignee, and Assignee desires to accept the Assignment thereof in accordance with the terms and conditions of this Assignment of Ground Lease.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions contained herein, the sufficiency of which are hereby acknowledged, the parties hereto each intend to be legally bound and agree as follows:

AGREEMENT

1. Assignor hereby assigns, bargains, sells, and conveys to Assignee, effective as of the date above, all of Assignor's right, title, duties, responsibilities, and interest in and to the Ground Lease, attached hereto as Exhibit A, and incorporated herein for all purposes, TO HAVE AND TO HOLD the same, for the remaining term thereof, and Assignor does hereby bind himself, and his successors and assigns to warrant and forever defend the same unto Assignee against every person or persons lawfully claiming an part thereof through Assignor.

2. Prior to the effective date of this Assignment, Assignee agrees to pay an Assignment Fee in the amount of Four Hundred Fifty Dollars and no/100 (\$450.00) to Landlord.

3. Assignee hereby agrees to and shall be bound by and comply with all of the terms, provisions, duties, conditions, and obligations of tenant under the Ground Lease. For purposes of notice under the Ground Lease, the address of Assignee is:

Duke's Ice House, LLC
c/o Mohsen Heridari, Member
16101 Addison Road
Addison, Texas 75001

and:

Mr. Daks Richards
Travis Daxon Howard Richard
2926 Maple Avenue, Suite 200
Stoneleigh P Building
Dallas, Texas 75201

4. Nothing in this Agreement shall be construed or be deemed to modify, alter, amend or change any term or condition of the Ground Lease, except as set forth herein.

5. This Assignment is subject to the consent and filing requirements of the Town of Addison, Texas.

6. The above and foregoing premises to this Assignment and all other statements made herein are true and correct, and Assignor and Assignee both warrant and represent that such premises and statements are true and correct, and that in giving its consent, Landlord (as defined in the Consent of Landlord attached hereto) is entitled to rely upon such representations and statements.

7. The undersigned officers and/or agents of the parties hereto are the properly authorized persons and have the necessary authority to execute this Assignment on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

8. All parties acknowledge that the Property Boundary Survey dated January 17, 1984 is the true and correct Boundary Survey depicting the leased Premises' 1.275 acres (or 55,559.60 Sq. Ft.), attached hereto as Exhibit B, and incorporated herein for all purposes.

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment on the day and the year first set forth above.

ASSIGNOR: William R. White, an Individual _____	ASSIGNEE: Duke's Ice House, LLC a Texas limited liability corporation _____ <u>Mohsen Heridari, Member</u>
--	---

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared William R. White, Individual, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein stated.

GIVEN under my hand and seal of office this _____ day of _____, 20____.

[SEAL]

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Mohsen Heridari, Member of Duke’s Ice House, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein stated.

GIVEN under my hand and seal of office this _____ day of _____, 20____.

[SEAL]

Notary Public, State of Texas

CONSENT OF LANDLORD

The Town of Addison, Texas ("Landlord") is the Landlord in the Ground Lease described in the Assignment of Ground Lease (the "Assignment") entered into and effective as of _____ 20__, at Addison, Texas, by and between William R. White, Individual (herein referred to as "Assignor") and Duke's Ice House, LLC, a Texas limited liability company, (herein referred to as "Assignee"). In executing this Consent of Landlord ("Consent of Landlord"), Landlord is relying upon the warranty and representations made in the aforementioned Assignment by both Assignor and Assignee, and in relying upon the same, Landlord hereby consents to the aforementioned Assignment from Assignor to Assignee.

This Consent of Landlord is contingent upon, as solely determined by the Landlord, the Assignee causing the property under the Ground Lease, during the Term, to be brought into and remain in compliance with the rules, regulations and requirements of the Americans with Disabilities Act of 1990, as amended, at Assignee's sole cost and expense ("Improvements"). Failure to obtain and/or remain in compliance with this Consent of Landlord shall constitute a Default Event under the Ground Lease. To further guarantee and assure Landlord that the Assignee will fulfill its obligation hereunder, prior to Assignee submitting an application for a construction permit with the Town of Addison, Texas, Assignee shall present substantial written documentation, including but not limited to contractor's original bid and/or final bid, Assignee's acceptance and bank documentation, evidencing an escrow account in the full amount of the cost of the Improvements ("Escrowed Funds"). The Escrowed Funds may only be accessed to satisfy payment for construction and completion of the Improvements; Assignee shall provide Landlord written notice prior to receiving a distribution from the Escrowed Funds to pay for the completed Improvements. Assignee's failure to use the Escrowed Funds solely for the payment of completed Improvements, without the Landlord's prior written consent, shall constitute a Default Event under the Ground Lease. Alternatively, and at Assignee's election, Assignee shall cause to be issued in favor of Landlord, and kept in full force and effect at all times during any period of construction, an irrevocable, stand-by letter of credit to secure the faithful performance of all construction work and the payment of all obligations arising during the construction (including, without limitation, the payment of all persons performing labor or providing materials under or in connection with the Building Improvements), in the amount of one hundred percent (100%) of the construction costs, such stand-by letter of credit to be drawn upon by site draft conditioned only upon the certification of the Landlord that an event of default has occurred under this Lease with respect to the construction of the Building Improvements. Upon written approval by Landlord on not less than ten (10) days written notice to Landlord from Assignee, Assignee shall have the right to reduce the amount of the stand-by letter of credit on a calendar quarterly basis by an amount equal to the construction costs incurred and paid by Assignee during the immediately preceding calendar quarter as demonstrated by the Construction Value Evidence submitted to Landlord.

Notwithstanding this Consent of Landlord, Landlord does not waive any of its rights under the Ground Lease as to the Assignor or the Assignee, and does not release Assignor from its covenants, obligations, duties, or responsibilities under or in connection with the Ground Lease, and Assignor shall remain liable and responsible for all such

covenants obligations, duties, or responsibilities. In addition, notwithstanding any provisions of this Consent of Landlord or the above and foregoing Assignment to the contrary, this Consent of Landlord shall not operate as a waiver of any prohibition against further assignment, transfer, conveyance, pledge, change of control, or subletting of the Ground Lease or the premises described therein without Landlord's prior written consent.

This Consent of Landlord shall be and remain valid only if and provided that, by no later than 6:00 o'clock p.m. on _____, _____, 20__:

(i) the Assignment has been executed and notarized by both Assignor and Assignee,

(ii) all other matters in connection with the transfer, sale, and/or conveyance by Assignor to Assignee of the Assignor's interest in the Ground Lease have been fully consummated and completed and the transaction closed as reasonably determined by Landlord (such matters including, without limitation, the full execution and finalization of this Assignment and any other documentation so required by Landlord relating to this transaction) and delivered to Landlord c/o Mr. Bill Dyer, Addison Airport Real Estate Manager, at 16051 Addison Road, Suite 220, Addison, Texas 75001. Otherwise, and failing compliance with and satisfaction of each all of paragraphs (i) and (ii) above, this Consent of Landlord shall be null and void *ab initio* as if it had never been given and executed.

Signed this _____ day _____, 20_____.

**LANDLORD:
TOWN OF ADDISON, TEXAS**

By: Wesley S. Pierson, City Manager

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN ASSIGNMENT OF GROUND LEASE BETWEEN THE TOWN OF ADDISON AND WILLIAM R. WHITE AND DUKE'S ICE HOUSE, LLC FOR COMMERCIAL AVIATION USE ON PROPERTY LOCATED AT 16101-16111 ADDISON ROAD, AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONSENT OF LANDLORD, AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The Assignment of Ground Lease between the Town of Addison, Texas and William R. White and Duke's Ice House, LLC for commercial aviation use on property located at 16101-16111 Addison Road, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the Consent of Landlord.

Section 2. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 9th day of February, 2016.

Todd Meier, Mayor

ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

STATE OF TEXAS §
§ **ASSIGNMENT OF GROUND LEASE**
COUNTY OF DALLAS §

This Assignment of Ground Lease (the "Assignment") is entered into and effective as of ____ 20 ____, at Addison, Texas, by and between **WILLIAM R. WHITE** (herein referred to as "Assignor") and **DUKE'S ICE HOUSE, LLC**, a Texas limited liability company (herein referred to as "Assignee").

WHEREAS, a Ground Lease was executed on January 19, 1984 between the City of Addison, Addison Airport of Texas, Inc. and William R. White ("Ground Lease") by the terms of which certain real property located at 16101 Addison Road, Addison Airport, within the Town of Addison, Texas, and owned by the City, was leased to William R. White, recorded in Volume 84227, Page 0026 of the Official Public Records of Dallas County, Texas (the "OPR"); and

WHEREAS, said Ground Lease was amended by that certain Amendment to Ground Lease dated November 30, 2001, recorded in Volume 84227, Page 0021 of the OPR ("First Amendment"); and

WHEREAS, the leasehold interest created under the Ground Lease was conveyed from William R. White to Great Escape Aviation, Inc. pursuant to that Special Warranty Deed with Vendor's Lien dated October 1, 2001, recorded in Volume 20012332, Page 05145 in the OPR; and

WHEREAS, a Correction Special Warranty Deed with Vendor's Lien and Correction to Amendment to Ground Lease between the Town of Addison, Texas, William R. White and Great Escape Aviation, Inc., was executed effective October 1, 2001, (filed and recorded as Document #200600013563 on January 12, 2006 in the OPR) correcting references made in error in the November 30, 2001 Amendment referenced hereinabove; and

WHEREAS, said Ground Lease was transferred from Great Escape Aviation, Inc., as Grantor, to William R. White, as Grantee, by way of Deed in Lieu of Foreclosure effective July 1, 2011, recorded in the OPR as Document No. 201100177110; and

WHEREAS, by virtue of such assignments, amendments and/or modifications made to the Ground Lease, Assignor is the Tenant under the Ground Lease (a true and correct copy of said Ground Lease in its entirety with all hereinabove referenced assignments, amendments and modifications made thereto are attached and incorporated herein by reference as Exhibit "A"); and

WHEREAS, the Ground Lease provides that, upon the expiration or termination of that certain agreement referred to and defined in the Ground Lease as the "Base Lease"

(and being an Agreement for Operation of the Addison Airport between the City and Addison Airport of Texas, Inc.), the City is entitled to all of the rights, benefits and remedies, and will perform the duties, covenants and obligations, of the Landlord under the Ground Lease; and

WHEREAS, the said Base Lease has expired and the City is the Landlord under the Ground Lease; and

WHEREAS, the Ground Lease provides in Section 9 thereof that, without the prior written consent of the Landlord, the Tenant may not assign the Ground Lease or any rights of Tenant under the Ground Lease (except as provided therein), and that any assignment must be expressly subject to all the terms and provisions of the Ground Lease, and that any assignment must include a written agreement from the Assignee whereby the Assignee agrees to be bound by the terms and provisions of the Ground Lease; and

WHEREAS, Assignor desires to assign the Ground Lease to Assignee, and Assignee desires to accept the Assignment thereof in accordance with the terms and conditions of this Assignment of Ground Lease.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions contained herein, the sufficiency of which are hereby acknowledged, the parties hereto each intend to be legally bound and agree as follows:

AGREEMENT

1. Assignor hereby assigns, bargains, sells, and conveys to Assignee, effective as of the date above, all of Assignor's right, title, duties, responsibilities, and interest in and to the Ground Lease, attached hereto as Exhibit A, and incorporated herein for all purposes, TO HAVE AND TO HOLD the same, for the remaining term thereof, and Assignor does hereby bind himself, and his successors and assigns to warrant and forever defend the same unto Assignee against every person or persons lawfully claiming an part thereof through Assignor.

2. Prior to the effective date of this Assignment, Assignee agrees to pay an Assignment Fee in the amount of Four Hundred Fifty Dollars and no/100 (\$450.00) to Landlord.

3. Assignee hereby agrees to and shall be bound by and comply with all of the terms, provisions, duties, conditions, and obligations of tenant under the Ground Lease. For purposes of notice under the Ground Lease, the address of Assignee is:

Duke's Ice House, LLC
c/o Mohsen Heridari, Member
16101 Addison Road
Addison, Texas 75001

and:
Mr. Daks Richards
Travis Daxon Howard Richard
2926 Maple Avenue, Suite 200
Stoneleigh P Building
Dallas, Texas 75201

4. Nothing in this Agreement shall be construed or be deemed to modify, alter, amend or change any term or condition of the Ground Lease, except as set forth herein.

5. This Assignment is subject to the consent and filing requirements of the Town of Addison, Texas.

6. The above and foregoing premises to this Assignment and all other statements made herein are true and correct, and Assignor and Assignee both warrant and represent that such premises and statements are true and correct, and that in giving its consent, Landlord (as defined in the Consent of Landlord attached hereto) is entitled to rely upon such representations and statements.

7. The undersigned officers and/or agents of the parties hereto are the properly authorized persons and have the necessary authority to execute this Assignment on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

8. All parties acknowledge that the Property Boundary Survey dated January 17, 1984 is the true and correct Boundary Survey depicting the leased Premises' 1.275 acres (or 55,559.60 Sq. Ft.), attached hereto as Exhibit B, and incorporated herein for all purposes.

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment on the day and the year first set forth above.

ASSIGNOR: William R. White, an Individual _____	ASSIGNEE: Duke's Ice House, LLC a Texas limited liability corporation _____ <u>Mohsen Heridari, Member</u>
--	---

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared William R. White, Individual, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein stated.

GIVEN under my hand and seal of office this _____ day of _____, 20__.

[SEAL]

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Mohsen Heridari, Member of Duke's Ice House, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein stated.

GIVEN under my hand and seal of office this _____ day of _____, 20__.

[SEAL]

Notary Public, State of Texas

CONSENT OF LANDLORD

The Town of Addison, Texas ("Landlord") is the Landlord in the Ground Lease described in the Assignment of Ground Lease (the "Assignment") entered into and effective as of _____ 20____, at Addison, Texas, by and between William R. White, Individual (herein referred to as "Assignor") and Duke's Ice House, LLC, a Texas limited liability company, (herein referred to as "Assignee"). In executing this Consent of Landlord ("Consent of Landlord"), Landlord is relying upon the warranty and representations made in the aforementioned Assignment by both Assignor and Assignee, and in relying upon the same, Landlord hereby consents to the aforementioned Assignment from Assignor to Assignee.

This Consent of Landlord is contingent upon, as solely determined by the Landlord, the Assignee causing the property under the Ground Lease, during the Term, to be brought into and remain in compliance with the rules, regulations and requirements of the Americans with Disabilities Act of 1990, as amended, at Assignee's sole cost and expense ("Improvements"). Failure to obtain and/or remain in compliance with this Consent of Landlord shall constitute a Default Event under the Ground Lease. To further guarantee and assure Landlord that the Assignee will fulfill its obligation hereunder, prior to Assignee submitting an application for a construction permit with the Town of Addison, Texas, Assignee shall present substantial written documentation, including but not limited to contractor's original bid and/or final bid, Assignee's acceptance and bank documentation, evidencing an escrow account in the full amount of the cost of the Improvements ("Escrowed Funds"). The Escrowed Funds may only be accessed to satisfy payment for construction and completion of the Improvements; Assignee shall provide Landlord written notice prior to receiving a distribution from the Escrowed Funds to pay for the completed Improvements. Assignee's failure to use the Escrowed Funds solely for the payment of completed Improvements, without the Landlord's prior written consent, shall constitute a Default Event under the Ground Lease. Alternatively, and at Assignee's election, Assignee shall cause to be issued in favor of Landlord, and kept in full force and effect at all times during any period of construction, an irrevocable, stand-by letter of credit to secure the faithful performance of all construction work and the payment of all obligations arising during the construction (including, without limitation, the payment of all persons performing labor or providing materials under or in connection with the Building Improvements), in the amount of one hundred percent (100%) of the construction costs, such stand-by letter of credit to be drawn upon by site draft conditioned only upon the certification of the Landlord that an event of default has occurred under this Lease with respect to the construction of the Building Improvements. Upon written approval by Landlord on not less than ten (10) days written notice to Landlord from Assignee, Assignee shall have the right to reduce the amount of the stand-by letter of credit on a calendar quarterly basis by an amount equal to the construction costs incurred and paid by Assignee during the immediately preceding calendar quarter as demonstrated by the Construction Value Evidence submitted to Landlord.

Notwithstanding this Consent of Landlord, Landlord does not waive any of its rights under the Ground Lease as to the Assignor or the Assignee, and does not release

Assignor from its covenants, obligations, duties, or responsibilities under or in connection with the Ground Lease, and Assignor shall remain liable and responsible for all such covenants obligations, duties, or responsibilities. In addition, notwithstanding any provisions of this Consent of Landlord or the above and foregoing Assignment to the contrary, this Consent of Landlord shall not operate as a waiver of any prohibition against further assignment, transfer, conveyance, pledge, change of control, or subletting of the Ground Lease or the premises described therein without Landlord's prior written consent.

This Consent of Landlord shall be and remain valid only if and provided that, by no later than 6:00 o'clock p.m. on _____, _____, 20__:

(i) the Assignment has been executed and notarized by both Assignor and Assignee,

(ii) all other matters in connection with the transfer, sale, and/or conveyance by Assignor to Assignee of the Assignor's interest in the Ground Lease have been fully consummated and completed and the transaction closed as reasonably determined by Landlord (such matters including, without limitation, the full execution and finalization of this Assignment and any other documentation so required by Landlord relating to this transaction) and delivered to Landlord c/o Mr. Bill Dyer, Addison Airport Real Estate Manager, at 16051 Addison Road, Suite 220, Addison, Texas 75001. Otherwise, and failing compliance with and satisfaction of each all of paragraphs (i) and (ii) above, this Consent of Landlord shall be null and void *ab initio* as if it had never been given and executed.

Signed this _____ day _____, 20__.

**LANDLORD:
TOWN OF ADDISON, TEXAS**

By: Wesley S. Pierson, City Manager

AI-1506

Item # 11.

Work Session and Regular Meeting

Meeting Date: 02/09/2016

Department: Infrastructure- Development Services

AGENDA CAPTION:

Consider A **Request From Duke's Ice House, LLC For The Consent For Structural Modifications To The Leasehold Improvement On Ground Lease #0330-6804 (Duke's Ice House, LLC) Commonly Known As 16101-16111 Addison Road.**

BACKGROUND:

Duke's Ice House at 16101-16111 Addison Road has requested that the Town consent to proposed structural modifications to the ground leasehold premises at Addison Airport. Section 12 of the Ground Lease, as amended, requires that the Town give its prior written consent before any structural modifications are made to the building. The purpose of the modification is to enhance the overall exposure of the restaurant and is to simulate an outside dining experience. This modification will be made in conjunction with parking lot re-striping and the creation of a handicap ramp and designated handicap parking, pursuant to ADA requirements. The changes will not require a Special Use Plan amendment, so they are not required to go through the Planning and Zoning process.

RECOMMENDATION:

Administration recommends approval.

Attachments

Memo B Dyer Dukes Improvements
Resolution



William M. Dyer
Real Estate Manager
16051 Addison Road
Suite #220
Addison, Texas 75001

Main: 972-392-4850
Direct: 972-392-4856
Fax: 972-788-9334
bill.dyer@addisonairport.net

- M E M O R A N D U M -

To: Lisa Pyles, Director of Infrastructure & Development Services
From: Bill Dyer, Real Estate Manager
CC: Joel Jenkinson, Airport Director
Date: January 15, 2016
Re: Request from Duke's Ice House, LLC for the Town's Consideration and Consent to Structural Modifications to their Leasehold Improvement on Ground Lease #0330-6804 (Duke's Ice House, LLC) commonly known as 16101-16111 Addison Road

Summary of Requested Approval and Recommendation by Airport Manager:

Request for the Town's consideration and consent is being made for proposed structural modifications to the building improvements on the Duke's Ice House, LLC (Duke's) ground leasehold premises at Addison Airport. Airport Management is recommending

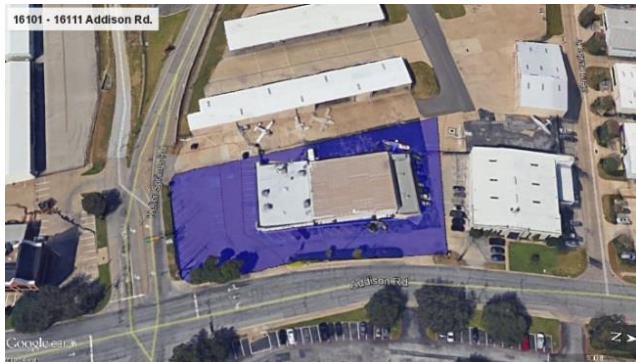


Figure 1: Aerial View of Subject Property with approximate boundaries

the Town give its consent pursuant to the terms of the underlying ground lease. Engineered drawings for the proposed structural modifications are included as Exhibit 1.

Section 12 of the Ground Lease, as amended, requires the Landlord to give its prior written consent before any structural modifications are made to the Building Improvements.



Figure 2: View of SE corner of Subject Property

Duke's is requesting the Landlord's approval to modify the existing structure by removing sections of the southeast corner walls to provide for the installation of two sets of 8' x 8' overhead insulated glass sectional doors (garage doors) – 2 on the building's east face elevation and 2 on the south face elevation.

The purpose of this modification, as described by Duke's, is to enhance the overall exposure of the restaurant and is to simulate an outside dining experience. This modification will be made in conjunction with parking lot re-striping and the creation of a handicap ramp and designated handicap parking, pursuant to ADA requirements. Town staff has reviewed the design plans and has no objections.

Conclusion and Recommendation of Airport Manager:

The proposed structural modifications appear to be reasonable. Airport Management is recommending the Town give its consent to the proposed modifications provided the improvements are made materially consistent to the design plan provided to Airport Management (Exhibit 1), performed in a first-class workmanship manner and pursuant to the Town's building codes.

Exhibits

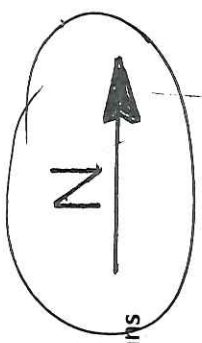
- Exhibit 1: Engineered Drawings of the proposed structural modifications.

Exhibit 1

**ENGINEERED DRAWINGS FOR PROPOSED
STRUCTURAL MODIFICATIONS**

DUKE DEMOLITION PLAN

SHEET 1



SCALE
1" = 20'



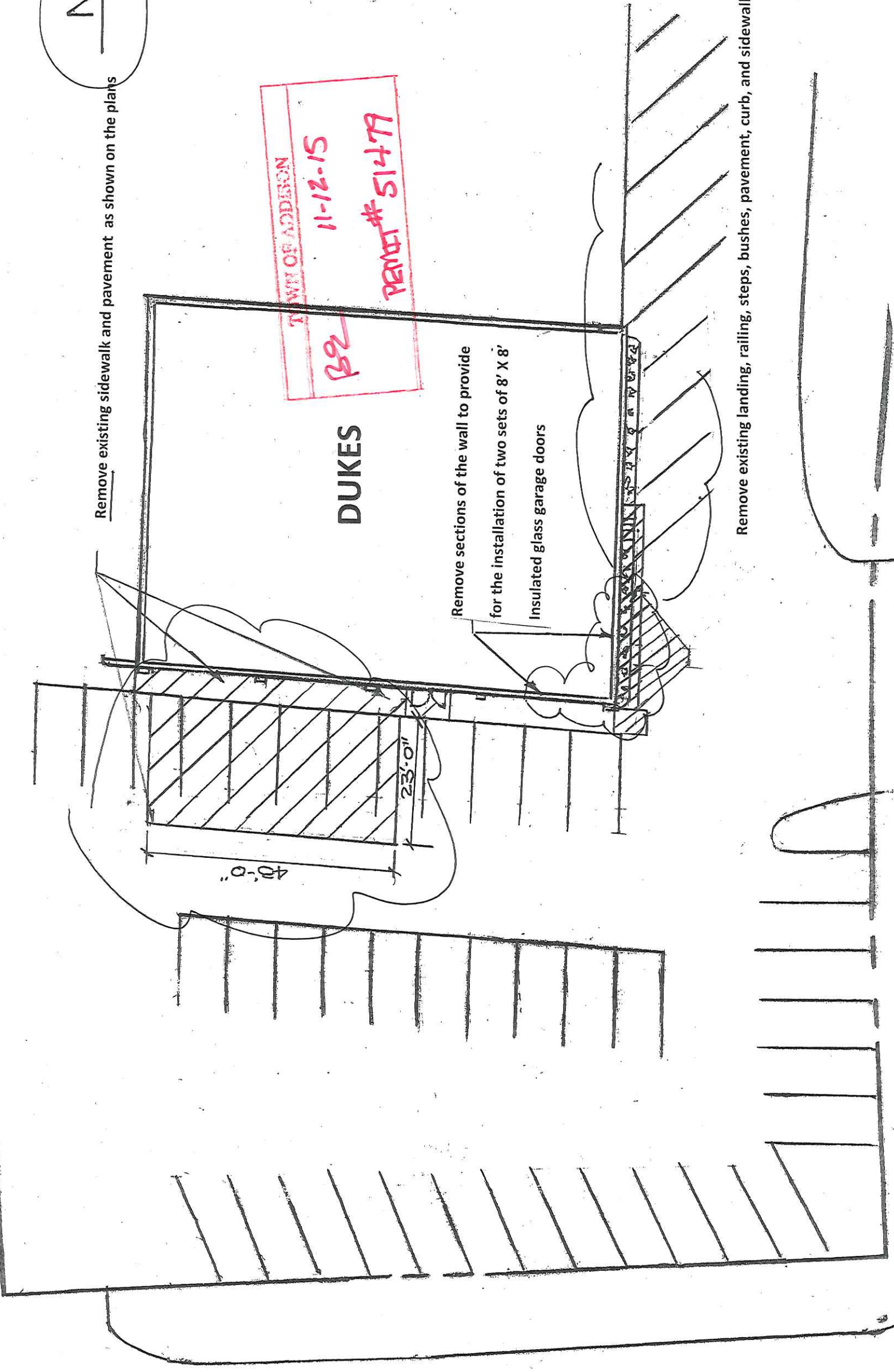
Remove existing sidewalk and pavement as shown on the plans

TOWN OF ADDISON
11-12-15
PERMIT # 51479
B2

DUKES

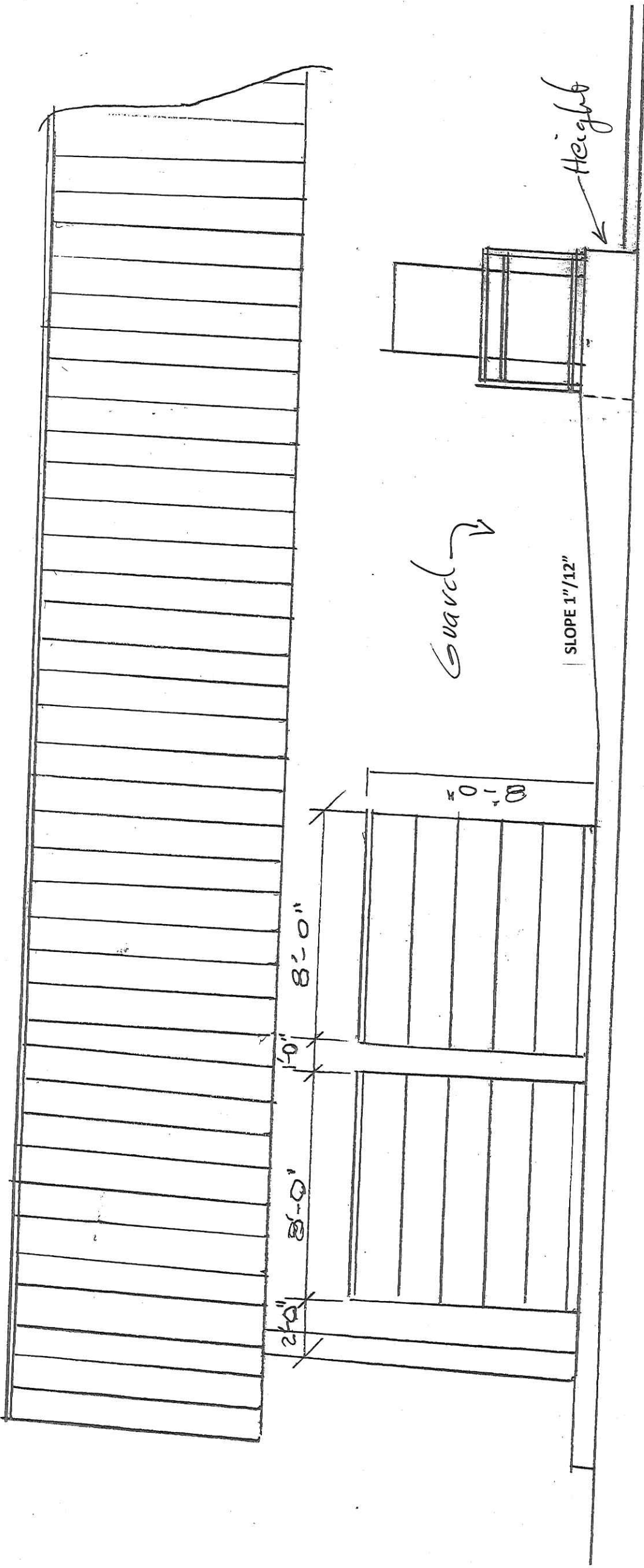
Remove sections of the wall to provide
for the installation of two sets of 8' X 8'
Insulated glass garage doors

Remove existing landing, railing, steps, bushes, pavement, curb, and sidewalk as per the plan.



KELLER SPRINGS ROAD

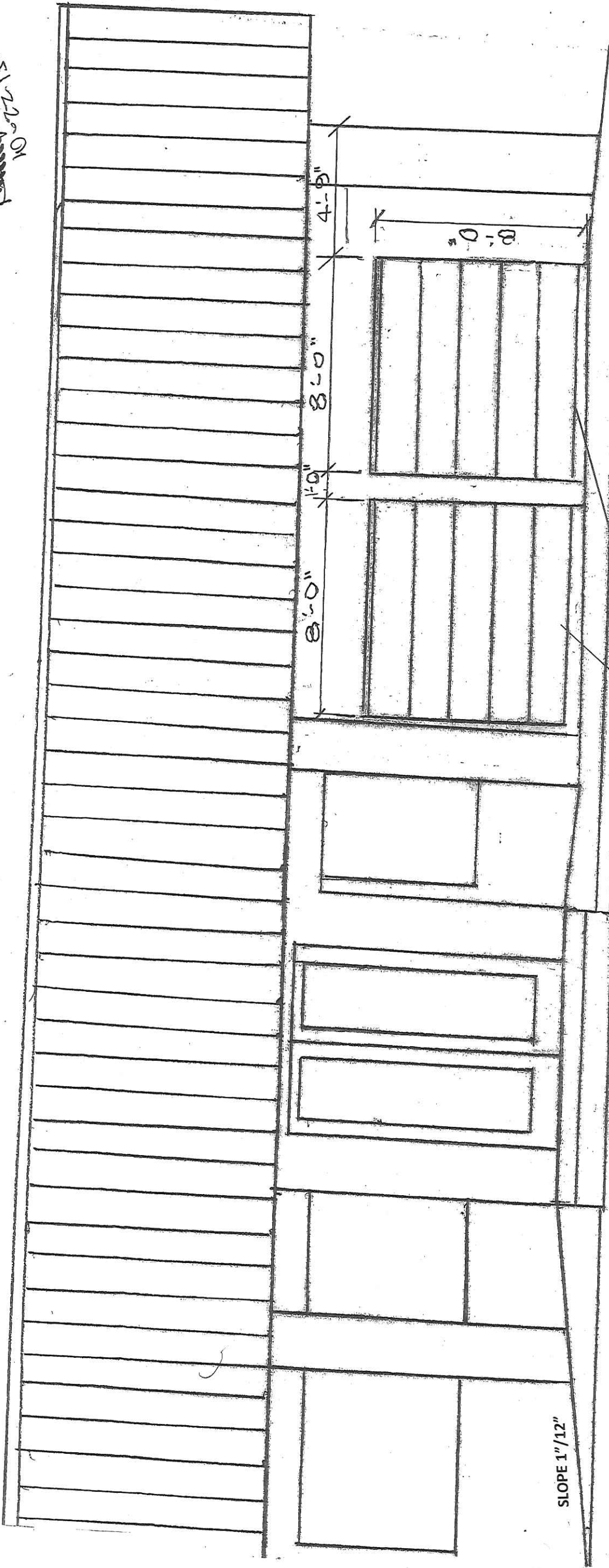
ADDISON ROAD



EAST ELEVATION

SCALE

1/4" = 1'-0"



PROPOSED NEW 8' x 8' COPLAY GLASS GARAGE DOORS

SOUTH ELEVATION

SCALE

1/4" = 1'-0"

SLOPE 1"/12"

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING STRUCTURAL MODIFICATIONS TO THE LEASEHOLD IMPROVEMENT ON GROUND LEASE #0330-6804 (DUKE'S ICE HOUSE, LLC) ALSO KNOWN AS 16101-16111 ADDISON ROAD, AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The City Council of the Town of Addison, Texas hereby approves the structural modifications to the leasehold improvement on Ground Lease #0330-6804 (Duke's Ice House, LLC) also known as 16101-16111 Addison Road, as depicted and described in **Exhibit A**, attached hereto and incorporated herein for all purposes.

Section 2. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 9th day of February, 2016.

Todd Meier, Mayor

ATTEST:

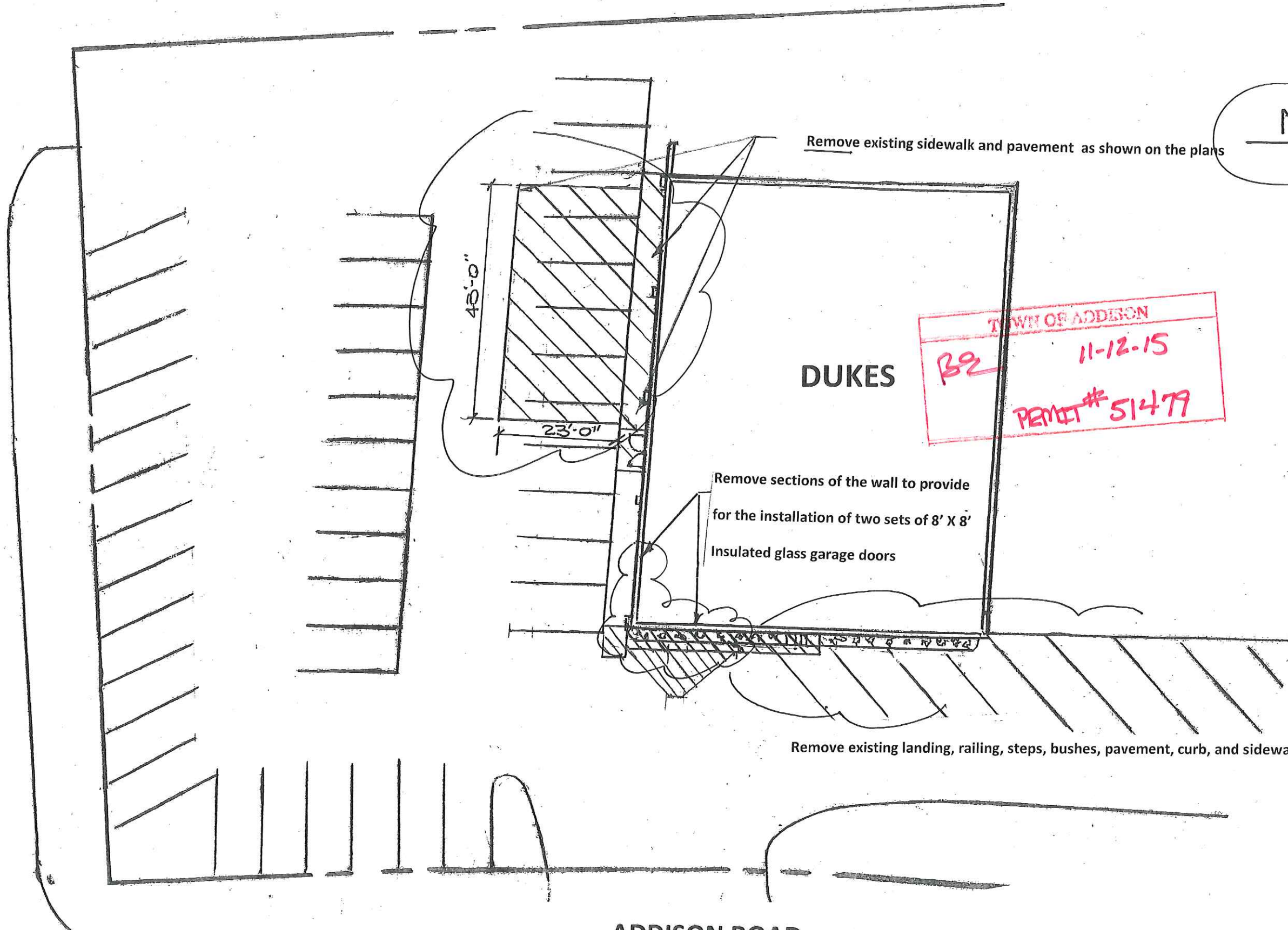
By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT "A"

KELLER SPRINGS ROAD

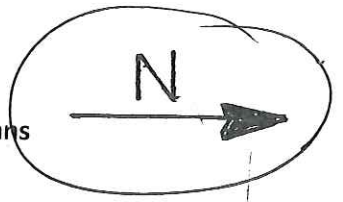


DUKES

Remove existing sidewalk and pavement as shown on the plans

Remove sections of the wall to provide for the installation of two sets of 8' X 8' Insulated glass garage doors

Remove existing landing, railing, steps, bushes, pavement, curb, and sidewalk as per the plan.



SCALE
1"=20'

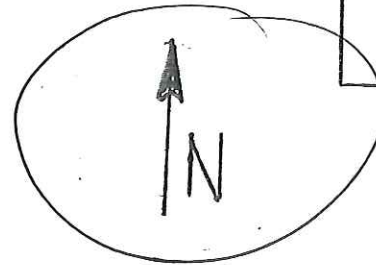
TOWN OF ADDISON
 B2
 11-12-15
 PERMIT # 51479



DUKE DEMOLITION PLAN

1. Install a 5' x 5' landing with a 4' wide handicap ramp for 12'.
2. Install a new railing around the landing conforming to ADA requirements.
3. Install 24' x 5' sidewalk as per the plan at an elevation matching the interior building elevation
4. Install a handicap ramp from the sidewalk to the existing parking lot elevation.

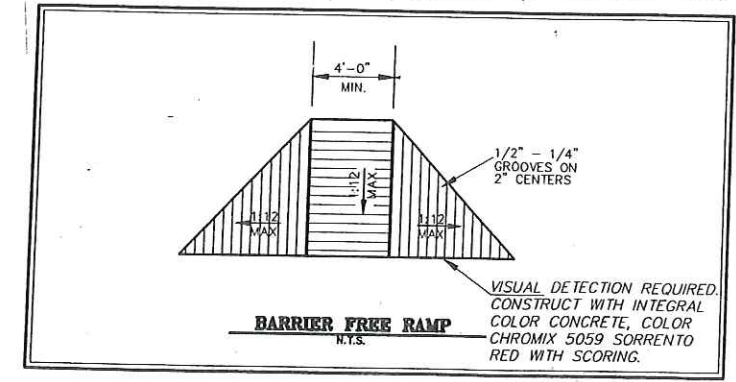
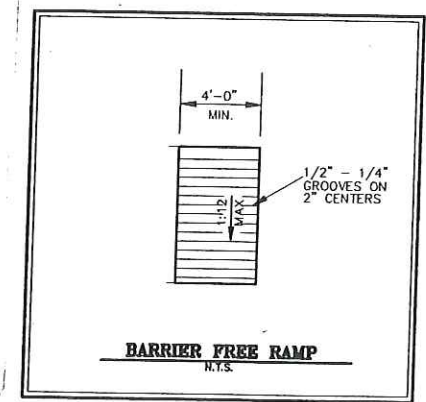
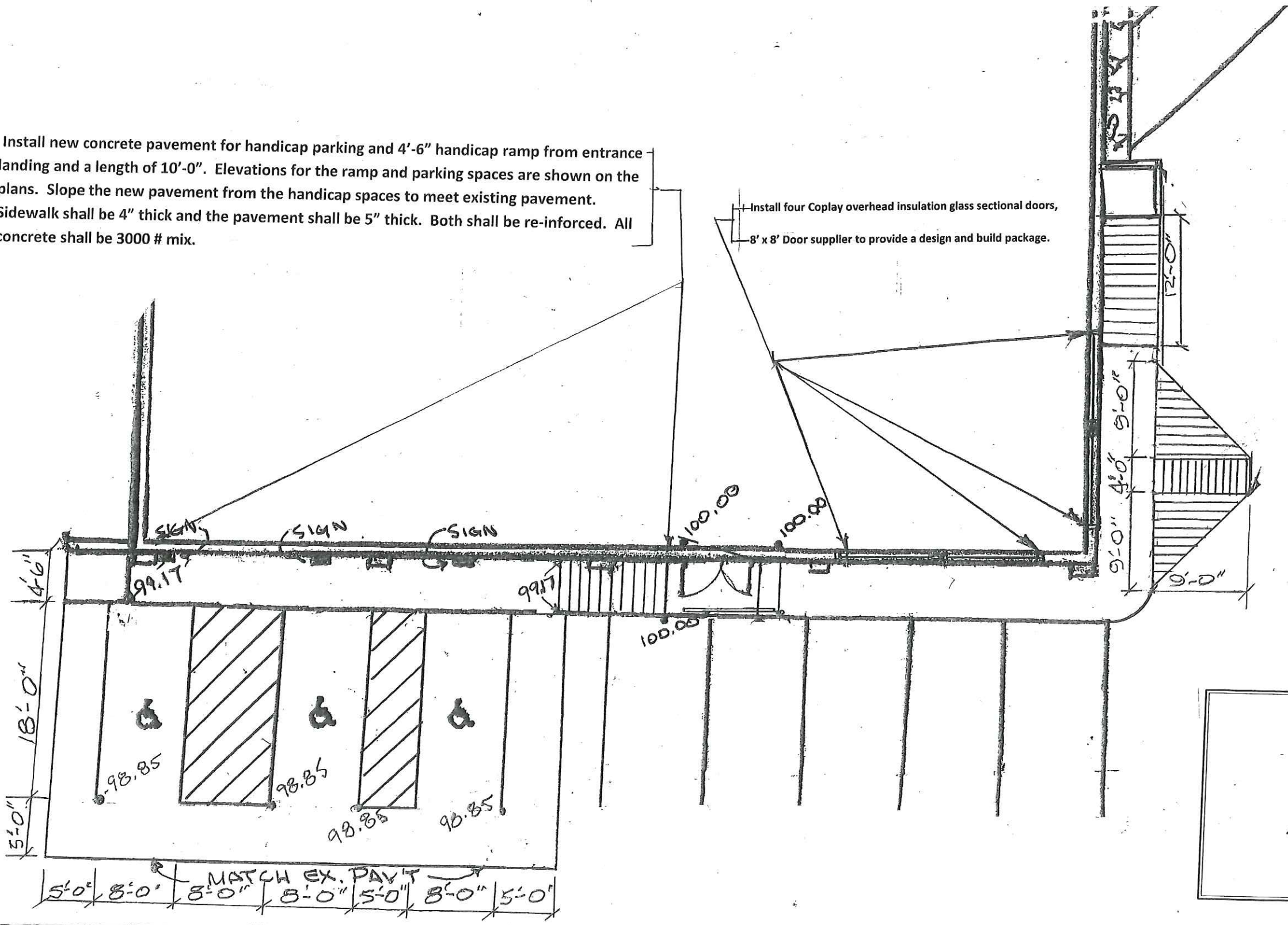
1. Install new concrete pavement for handicap parking and 4'-6" handicap ramp from entrance landing and a length of 10'-0". Elevations for the ramp and parking spaces are shown on the plans. Slope the new pavement from the handicap spaces to meet existing pavement.
2. Sidewalk shall be 4" thick and the pavement shall be 5" thick. Both shall be re-inforced. All concrete shall be 3000 # mix.



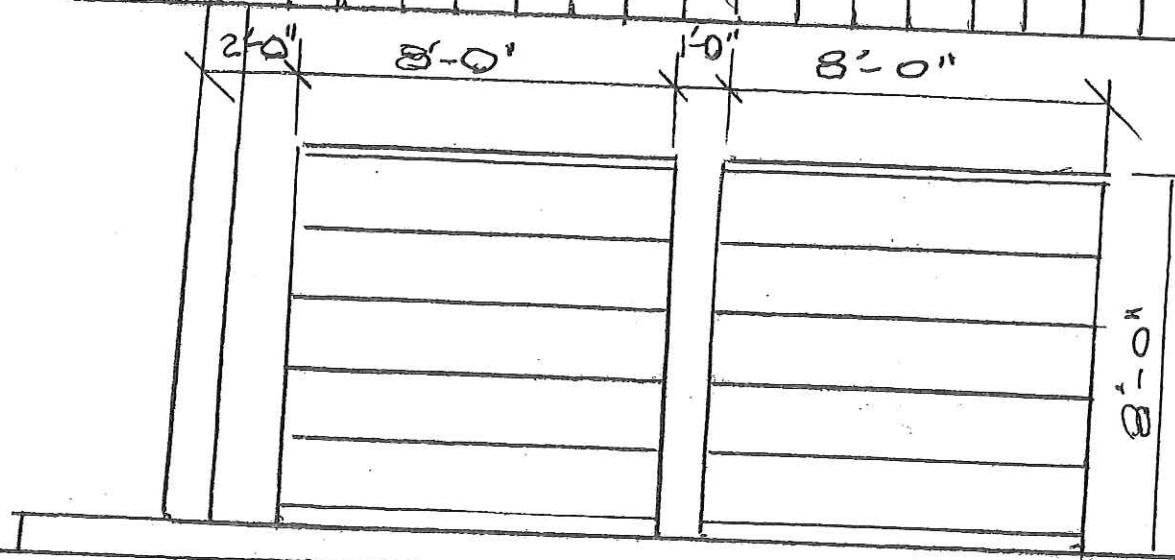
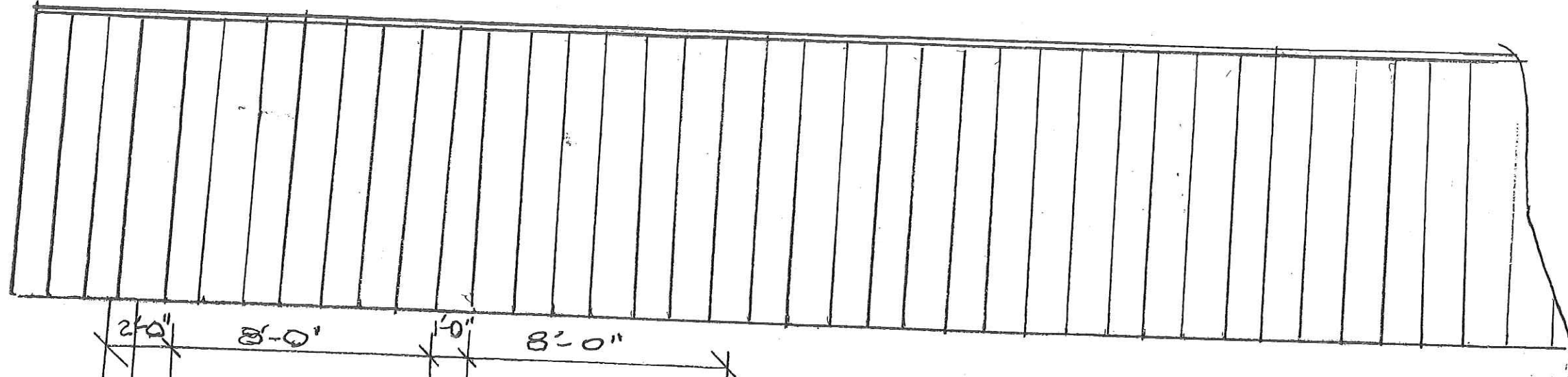
SCALE
1" = 10'



Install four Coplay overhead insulation glass sectional doors,
8' x 8' Door supplier to provide a design and build package.

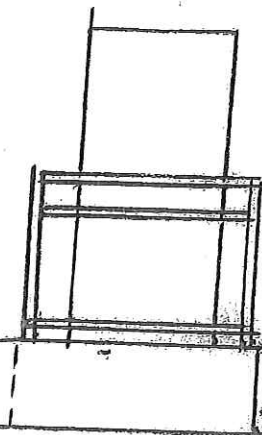


DUKE CONSTRUCTION PLAN



Guard

SLOPE 1"/12"



Height

EAST ELEVATION

SCALE

1/4" = 1'-0"

DUKE CONSTRUCTION PLAN

SHEET
3



DUKE CONSTRUCTION PLAN

SLOPE 1"/12"

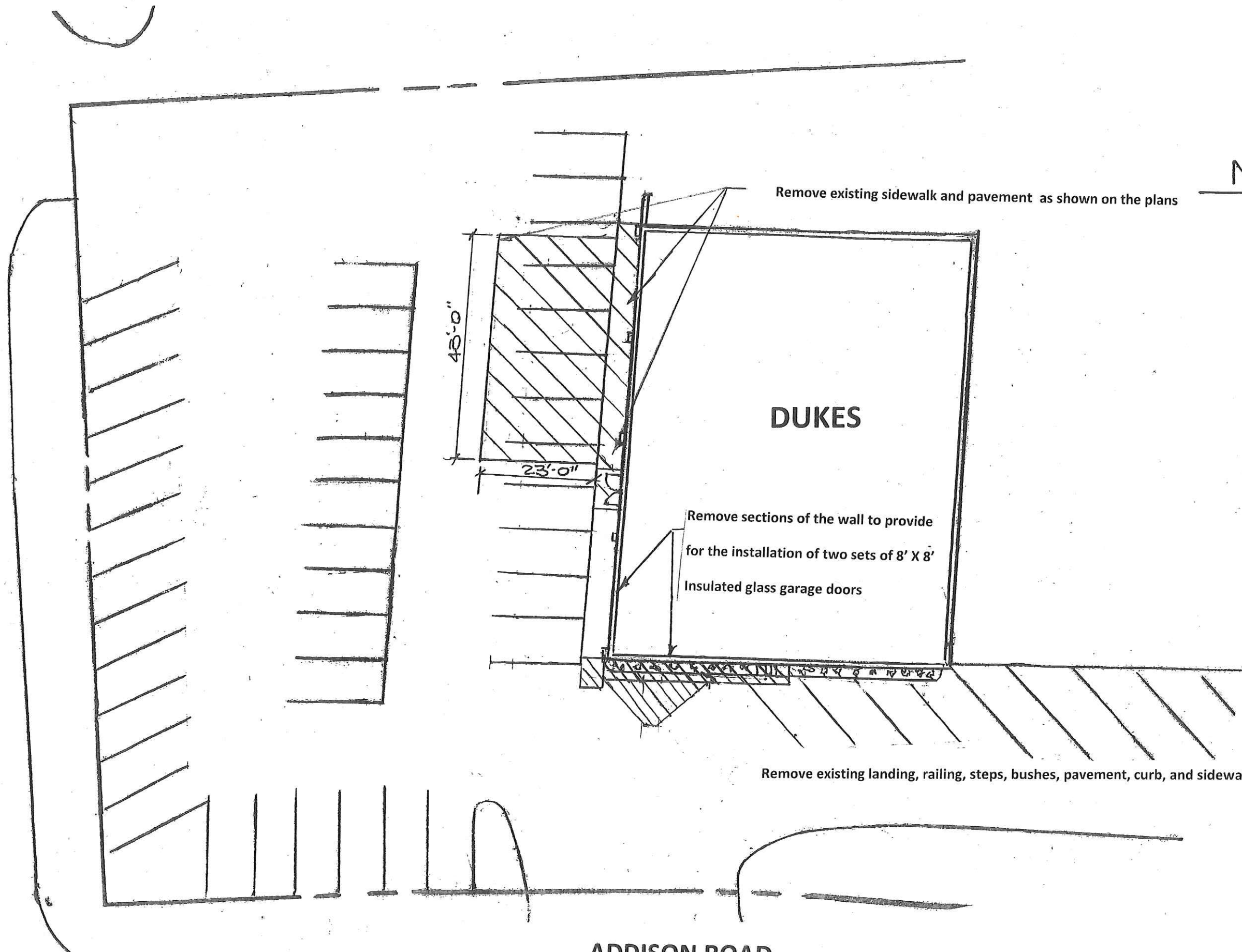
PROPOSED NEW 8' x 8' COPLAY GLASS GARAGE DOORS

SOUTH ELEVATION

SCALE

1/4" = 1'-0"

KELLER SPRINGS ROAD



Remove existing sidewalk and pavement as shown on the plans



SCALE
1"=20'



Remove sections of the wall to provide
for the installation of two sets of 8' X 8'
Insulated glass garage doors

Remove existing landing, railing, steps, bushes, pavement, curb, and sidewalk as per the plan.

ADDISON ROAD

DUKE DEMOLITION PLAN

AI-1491

Item # 12.

Work Session and Regular Meeting

Meeting Date: 02/09/2016

Department: Infrastructure- Development Services

AGENDA CAPTION:

Discuss And Consider Approval Of **Change Order 5 To John Burns Construction, Inc. For The Belt Line Road Underground Utilities Project** In An Amount Not To Exceed \$257,886.68.

BACKGROUND:

Construction on the Belt Line Road Underground Electrical project from Marsh to Midway began in late 2014 and has been progressing towards completion. The project includes removing the overhead power and telecommunication lines and placing them in underground duct structures. There are also a number of sidewalk, ramp, and Americans with Disabilities Act (ADA) improvements in the project as well.

Council previously approved three change orders:

Change Order #1 approved the addition of 180 days (6 months) of construction time and a \$27,972.00 cost increase for concrete due to the delay from the time of the bid award to the placement of the concrete order.

Change Order #2 was never finalized and therefore was voided.

Change Order #3 was for an upgrade to the pedestrian crossings along Belt Line Road that was the result of a change in the ADA requirements regarding audible notifications for pedestrian crossings. Change Order #3 was for an additional \$31,990.00 with no additional days.

Change Order #4 was for the cost of removal of contaminated soils during excavation operations on the west side of the intersection of Belt Line Road and Marsh Lane. The increased contract amount for Change Order #4 was \$11,172.00 and a 10-day time extension.

The proposed Change Order #5 is for the following items that were included in the approved bond funds:

1. Additional duct bank conduit for telecommunications infrastructure.
2. Tree removal in medians with double rows of trees to be replaced with single rows.
3. Traffic camera replacement at Business Drive and Marsh Lane intersections.
4. AT&T cable installation and pulling.

The AT&T telecommunications cable work is an item that was anticipated in the original budget but it was assumed at that time based on conversations with AT&T that they would perform the work themselves. During the design process we learned that John Burns Construction, Inc. (JBC) is a certified AT&T cable installing contractor. AT&T agreed that utilizing their services is more efficient and all parties agreed to this change. Having JBC do this work has several benefits for the Town: the Town is better able to manage the schedule and they are already familiar with the project area and the constraints related to traffic control and the project site, the work should progress more efficiently. This change will shift the cost from online item to another and also includes an additional 74 days of construction to JBC's contract to complete the associated items. This does not extend the completion date of the Belt Line Road Underground Utilities Project from Marsh to Midway, only JBC's contract with the Town. The estimated amount for the installation with AT&T was \$177,747.72. Having JBC complete the installation results in an actual cost of \$169,387.68.

The project budget has a contingency amount of \$585,332, which includes provisions for civil construction and land acquisition. The elements related to all of the Change Orders, including #5 are covered within this overall contingency. The attached change order has been reviewed by Town staff, the design engineer, and project manager and it has been found to be fair and reasonable.

Current JBC Completion Date	Change Order #5	Anticipated JBC Completion Date	Belt Line Overlay Project
September 2016	+74 days	December 2016	8-10 months after JBC completion date

Of the 74 additional days to JBC's contract, 42 days related to pulling the AT&T cable. Once the JBC construction contract work has been completed, the electrical/telecom companies will remove their wires off of the overhead poles.

The Belt Line Overlay project will follow the completion of the JBC construction contract work and is estimated to take 8-10 months for full construction.

RECOMMENDATION:

Administration recommends approval.

Attachments

Change Order #5

Belt Line Road Timeline



Change Order Number: 5
Project Name: Belt Line Road Underground Utilities
Project Number(s): 14-10
Project Manager: Kent Power/Ryan Reynolds
Date: 1/28/2016

A. INTENT OF CHANGE ORDER

Change Order increases the quantity of telecommunication duct and new traffic cameras as well as replaces the existing double row live oak trees in the Belt Line median with a single row of high rise live oak trees.

B. DESCRIPTION OF CHANGE

Item 5.1 – Telecommunications Duct Lateral Tie-in:

Additional conduit is being placed along the North and South right of way at each of the telecommunications duct bank lateral crossings. The additional duct will allow for sweeping arcs in lieu of 90 degree angles.

Item 5.2 – Tree Replacement with High Rise Live Oak:

All median Locations with a double row of live oak trees are being replaced with the preferred single row of high rise live oak trees.

Item 5.3 – Traffic Camera Upgrades:

Includes replacement of out of contract traffic cameras that were to remain in place at intersection upgrades.

Item 5.4 – AT&T Cable and Fiber Installation:

Includes previously anticipated AT&T cabling pulling effort that was excluded from AT&T's contract with Addison. Work to be performed by JBC under management of Addison.

C. REASON FOR CHANGE

Item 5.1 – Telecommunications Duct Lateral Tie-in:

During construction it was discovered that the designed telecommunications laterals crossing Belt Line would not allow for effective pulling of cable and would not allow for circuits in the North and South right of way to be joined. The additional conduit provides a better cable pulling environment and allows for the circuits along each right of way to tie-in to one another for increased level of service and greater redundancy.

Item 5.2 – Tree Replacement with High Rise Live Oak:

Replacing the double row of live oaks with a single row of high rise live oaks will more closely match the preferred landscaping scheme within the medians. The single row of high rise live oaks provides greater visibility without sacrificing the aesthetic goal of the median landscaping.

Item 5.3 – Traffic Camera Upgrades:

The existing traffic cameras in use by Addison are no longer supported. The existing contract includes the new replacement cameras and cabling infrastructure on all traffic signal upgrades, however, due to the differing cable infrastructure of the new replacement cameras it will not be possible to replace the 'out of contract' cameras on an as needed basis. Including the cameras currently out of contract will ensure the most cost effective replacement of these items.

Item 5.4 – AT&T Cable and Fiber Installation:

The effort for pulling AT&T telecommunications cable was removed from the contract between Addison and AT&T and proposed as a change order to Addison's contract with JBC. JBC is listed as an AT&T certified contractor providing Addison the opportunity to reduce the management fee proposed by AT&T. Shifting the effort from the AT&T contract to JBC's construction contract reduced AT&T's management fee by \$4,900.

D. EFFECT OF CHANGE ON CONTRACT PRICE

This change order will have the following effect on the cost of this project:

Item Number/Description	Quantity	UT	Amount
5.1 Telecommunications Duct Re-Route			
Additions			
1. AT&T Handhole	2	EA	\$ 11,030.00
2. 2C4 Duct Bank	115	LF	\$ 12,305.00
3. 4C4 Duct Bank	148	LF	\$ 19,684.00
5. 10C4 Duct Bank	200	LF	\$ 35,400.00
6. 2C3 Duct Bank	60	LF	\$ 6,420.00
7. 10C4/2C3/2E4 Duct Bank	50	LF	\$ 12,000.00
8. Iron Rods and End Caps	13	EA	\$ 650.00
Deletions			
1. 6C4 Duct Bank	222	LF	\$ 32,190.00
1. 8C4 Duct Bank	76	LF	\$ 11,704.00
2. 8C4/2C3/2E4 Duct Bank	50	LF	\$ 11,750.00
Telecommunications Duct Re-Route Total Cost:			\$ 41,845.00
5.2 Tree Replacement with High Rise Live Oak			
Additions			
1. Tree Removal	20	EA	\$ 19,400.00
2. Place High Rise Live Oak (4" Caliper)	16	EA	\$ 22,384.00
Deletions			
1. Standard Live Oak	3	EA	\$ 2,940.00
Tree Replacement with High Rise Live Oak Total Cost:			\$ 38,844.00
5.3 Traffic Camera Upgrades			
Additions			
1. VIVDS Processor System	2	EA	\$ 770.00
2. VIVDS Camera	8	EA	\$ 4,400.00
3. VIVDS Setup System	2	EA	\$ 2,640.00
Traffic Camera Upgrades Total Cost:			\$ 7,810.00
5.4 AT&T Cable and Fiber Installation			
See attachments for detailed line-item break-down	1	LS	\$ 169,387.68
Total for Items 5.1, 5.2, 5.3, and 5.4			\$ 257,886.68
Original Contract Amount			8,820,801.80
Total Contract Amount (Including Previous Change Orders)			8,891,935.80
Amount of this Change Order			257,886.68
Revised Contract Amount			9,149,822.48
Total % Increase/Decrease (Including Previous Change Orders)			3.7%

E. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change will add the following time to the contract:

Item Number/Description	Quantity
5.1 Telecommunications Duct Re-Route	14
5.2 Tree Replacement with High Rise Live Oak	11
5.3 Traffic Camera Upgrades	7
5.4 AT&T Cable and Fiber Installation	42
Original Contract Time (in days)	468
Total Contract Time Including Previous Change Orders (in days)	658
Increase/Decrease in Time from this Change Order (in days)	74
Revised Contract Time (in days)	732

F. AGREEMENT

By the signatures below, duly authorized agent of the Town of Addison, John Burns Construction Company of Texas, Inc. do hereby agree to append this Change Order Number 4 to the original contract between themselves, dated 01/11/2014 (insert original contract date).

John Burns Construction Company of Texas, Inc.
Company Name

P.O. Box 1117

Lewisville TX 75067
City State Zip

(972) 434-6789
Phone

Project Manager

Contractor's Signature

Department Director

Design Engineer's Signature

Fin. & Strat. Services Representative

Design Engineer's Signature

City Manager

Copies: Contractor (2)
Department
City Secretary
Strategic Services Manager

Council Agenda: Agenda Date _____
(if applicable) Item Number _____
Approved _____



john burns
construction company
of Texas, Inc.

P.O. BOX 1117
LEWISVILLE, TEXAS 75067
METRO (972) 434-6789
FAX NO. (972) 221-8301

DRISKOLL TUBBS
Executive Vice President

MIKE BORSTAD
Vice President - Operations

CLAUDIA THOMAS
Secretary

JEROME P. KAMRADT
Treasurer

January 28, 2016

Town of Addison – Infrastructure and Operations Services
16801 Westgrove Dr.
Addison, Texas 75001

Attn: Ms. Lisa Pyles

Re: Belt Line Road Electrical Underground PH I – PCO #5 – Duct Re-Route per RFI
#024_REV2

Dear Ms. Pyles:

John Burns Construction would like to present this potential change order to add the quantities of duct bank outlined in the response to RFI #024 to the contract. Per the RFI clarification was needed at several corners where the connections were unclear. Several runs of duct were up-sized to ensure that a continuous duct run would be installed. Please see the attached quantity sheet and change order summary sheet for more details.

This price of this contract change is Forty One Thousand Eight Hundred Forty Five Dollars and Zero Cents (\$41,845.00). JBCCO estimates that this will add Fourteen (14) calendar days to the project duration. Please see the attached sheet for a unit price break down.

Sincerely,

Kyle Pedigo
Project Manager



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**Belt Line Infrastructure Improvements
Town of Addison
Telecommunications Duct Re-Route - RFI #024**

BID ITEM #	BASE BID DESCRIPTION	QTY	UT	UNIT PRICE	ACTUAL TOTAL
10.01	AT&T HANDHOLE	2	EA	\$ 5,515.00	\$ 11,030.00
10.05	2C4 DUCT BANK	115	LF	\$ 107.00	\$ 12,305.00
10.06	4C4 DUCT BANK	148	LF	\$ 133.00	\$ 19,684.00
10.08	6C4 DUCT BANK	(222)	LF	\$ 145.00	\$ (32,190.00)
10.15	8C4 DUCT BANK	(76)	LF	\$ 154.00	\$ (11,704.00)
10.17	8C4/2C3/2E4 DUCT BANK	(50)	LF	\$ 235.00	\$ (11,750.00)
10.20	10C4 DUCT BANK	200	LF	\$ 177.00	\$ 35,400.00
NA	2C3 DUCT BANK	60	LF	\$ 107.00	\$ 6,420.00
NA	10C4/2C3/2E4 DUCT BANK	50	LF	\$ 240.00	\$ 12,000.00
NA	IRON RODS AND END CAPS	13	EA	\$ 50.00	\$ 650.00
TOTAL BASE BID					\$ 41,845.00

Estimated Contract Time Extension

14 DAYS

Belt Line Infrastructure Improvements
Town of Addison
Telecommunications Duct Re-Route - RFI #024
Quantity Summary Sheet

SHEET #	106		108B		109A		109B		110B		111B		AT&T @ Midway		TOTAL
	ADD	REMOVE	ADD	REMOVE	ADD	REMOVE	ADD	REMOVE	ADD	REMOVE	ADD	REMOVE	ADD	REMOVE	
AT&T HANDHOLE			1										1		2
2C4 DUCT BANK	60	(30)	65	(35)			145	(60)	20	(50)		(20)			115
4C4 DUCT BANK		(30)	35				60	(95)	30				128		148
6C4 DUCT BANK	30													(252)	(222)
8C4 DUCT BANK								(85)				(115)	124		(76)
8C4/2C3/2E4 DUCT BANK				(50)											(50)
10C4 DUCT BANK							85				115				200
2C3 DUCT BANK			60												60
10C4/2C3/2E4 DUCT BANK			50												50

Notes:

On Sheet #106, the duct on the North West corner of Marsh and Belt Line has already been installed. Instead of removing the 30' of 2C4 and adding 30' of 4C4, JBCCO will just add 30' of 2C4 to the 30' of 2C4 that has already been installed. This will more accurately represent the cost absorbed by JBCCO for having to excavate and place duct twice in the same trench.

On Sheet #108B, the duct crossing Business Ave. on the South side of Belt Line has already been installed as well. Instead of removing the 65' of 6C4 and adding the 65' of 8C4, JBCCO will add 65' of 2C4 to the 65' of 6C4 that has already been installed.



DRISKOLL TUBBS
Executive Vice President

MIKE BORSTAD
Vice President - Operations

CLAUDIA THOMAS
Secretary

JEROME P. KAMRADT
Treasurer

January 28, 2016

Town of Addison – Infrastructure and Operations Services
16801 Westgrove Dr.
Addison, Texas 75001

Attn: Ms. Lisa Pyles

Re: Belt Line Road Electrical Underground PH I – PCO #5 – Removal of Staggered
Trees and Replacement with 4” Caliper High-Rise Live Oak, 30’ On Center_REV1

Dear Ms. Pyles:

John Burns Construction would like to present this potential change order to remove the staggered/double line of trees from the center median of Belt Line Road on the East and West side of Business Ave. The pricing breakout is attached and the scope of this change order is as follows:

- Remove 20 trees from the center median on day shift.
- Plant High-Rise Live Oaks at 30’ on center in the center median.
 - o 8 West of Business Ave.
 - o 5 East of Business Ave.
 - o 3 Replace for Contract Item 11.04 to maintain continuity
- Credit Item 11.04 for Standard 4” Caliper Live Oak

This price of this contract change is Thirty Eight Thousand Eight Hundred Forty Four Dollars and Zero Cents (\$38,844.00). JBCCO estimates that this change will add Eleven (11) days to the project duration. Please see the attached sheet for a unit price break down.

Sincerely,

Kyle Pedigo
Project Manager



john burns
construction company
of Texas, Inc.

P.O. BOX 1117
LEWISVILLE, TEXAS 75067
METRO (972) 434-6789
FAX NO. (972) 221-8301

DRISKOLL TUBBS
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Treasurer

January 28, 2016

Town of Addison – Infrastructure and Operations Services
16801 Westgrove Dr.
Addison, Texas 75001

Attn: Ms. Lisa Pyles

Re: Belt Line Road Electrical Underground PH I – PCO #6 – Increase in Quantities for
Traffic Control Video Monitoring

Dear Ms. Pyles:

John Burns Construction would like to present this potential change order to add quantity to line items 7.37, 7.38, and 7.39. The Town of Addison had requested additional cameras and processors to be installed in intersections that were not shown on the initial plans. The attached sheet shows the additional quantities for each item.

This price of this contract change is Seven Thousand Eight Hundred Ten Dollars and Zero Cents (\$7,810.00). JBCCO estimates that this change will add Seven (7) calendar days to the project duration. Please see the attached sheet for a unit price break down.

Sincerely,

Kyle Pedigo
Project Manager



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WE ARE AN EQUAL OPPORTUNITY CONTRACTOR

**Belt Line Infrastructure Improvements
Town of Addison
Traffic Signal Video Monitoring Quantity Increase**

BID ITEM #	DESCRIPTION	QTY	UT	UNIT PRICE	ACTUAL TOTAL
7.37	VIVDS PROCESSOR SYSTEM	2	EA	\$ 385.00	\$ 770.00
7.38	VIVDS CAMERA	8	EA	\$ 550.00	\$ 4,400.00
7.39	VIVDS SETUP SYSTEM	2	EA	\$ 1,320.00	\$ 2,640.00
TOTAL					\$ 7,810.00

Estimated Contract Time Extension

7 DAYS



DRISKOLL TUBBS
Executive Vice President

MIKE BORSTAD
Vice President - Operations

CLAUDIA THOMAS
Secretary

JEROME P. KAMRADT
Treasurer

January 28, 2016

Town of Addison – Infrastructure and Operations Services
16801 Westgrove Dr.
Addison, Texas 75001

Attn: Ms. Lisa Pyles

Re: Belt Line Road Electrical Underground PH I – PCO #5 – AT&T Cable and Fiber Installation

Dear Ms. Pyles:

John Burns Construction would like to present this potential change order to perform all of the AT&T cabling for the Belt Line project. As discussed at our last schedule meeting we performed the take off and estimate according to standard AT&T line items in order to qualify the pricing. We identified several major line items that were not included in the AT&T budget, but decided include them in our pricing as we believe that they will be necessary based on the provided drawings.

This price of this contract change is One Hundred Sixty Nine Thousand Three Hundred Eighty Seven Dollars and Sixty Eight Cents (\$169,387.68). JBCCO estimates that this change will add Forty Two (42) days to the project duration. Please see the attached sheet for a unit price break down.

Sincerely,

Kyle Pedigo
Project Manager

**Belt Line Infrastructure Improvements
Town of Addison
AT&T Cable and Fiber Installation**

BID ITEM #	BASE BID DESCRIPTION BASE BID	QTY	UT	UNIT PRICE	ACTUAL TOTAL
RD115A	HAND ROD/PLACE 1 ITEM, 1-1000'	491	LF	\$ 1.92	\$ 942.72
AP232B	PLACE/CLEAT RISER UP TO 2", INCL. U-GUARD, W/ OTHER WORK	4	EA	\$ 81.96	\$ 327.84
AP234B	PLACE/CLEAT RISER OVER 2", INCL. U-GUARD, W/ OTHER WORK	1	EA	\$ 113.40	\$ 113.40
AP108B	PLACE - CABLE/ID TO CABLE & STRAND, OD <1.6", OVER 1000', ACC	1494	LF	\$ 1.08	\$ 1,613.52
AP104A	PLACE - STRAND AND CABLE/ID, OD <= 1.6", 1-1000'	311	LF	\$ 1.92	\$ 597.12
AN102	MACHINE PLACE 3/4" OR LARGER ANCHOR, ACCESSIBLE, DIRT	3	EA	\$ 378.00	\$ 1,134.00
AP242B	UNWIND/REWIND/RESUPPORT FIBER SNOWSHOE, W/ OTHER WORK	1	EA	\$ 151.20	\$ 151.20
AP210B	PLACE DOWN GUY ALL SIZES - W/ OTHER WORK - ACCESSIBLE	4	EA	\$ 44.16	\$ 176.64
AP220B	PLACE SIDEWALK GUY ALL SIZES - W/ OTHER WORK, ACCESSIBLE	2	EA	\$ 88.20	\$ 176.40
RD125A	HAND ROD/PLACE 3 ITEM, 1-1000'	230	LF	\$ 2.28	\$ 524.40
RD110A	BLOW/HAND ROD IN OCCUPIED DUCT, PLACE TAPE, 1'-1000'	110	LF	\$ 1.32	\$ 145.20
RD105A	BLOW/HAND ROD IN VACANT DUCT, PLACE TAPE, 1'-1000'	230	LF	\$ 0.96	\$ 220.80
WU105A	REMOVE COPPER CABLE >2" OD, PLACE TAPE, 1'-1000'	145	LF	\$ 1.68	\$ 243.60
WU100A	REMOVE COPPER CABLE < 2" OD & PLACE TAPE, 1'-1000'	589	LF	\$ 1.44	\$ 848.16
WA100B	REMOVE CABLE & STRAND, OD < 1.6", OVER 1000'	4734	LF	\$ 0.60	\$ 2,840.40
WA105B	REMOVE CABLE & STRAND, OD > 1.6", OVER 1000'	5840	LF	\$ 0.96	\$ 5,606.40
WA175B	REMOVE DROP WIRE & HARDWARE, OVER 100'	829	LF	\$ 1.08	\$ 895.32
AN110	MACHINE REMOVE ANCHOR ROD - ALL SIZES	6	EA	\$ 126.00	\$ 756.00
WA215A	REMOVE DOWN GUY - ACCESSIBLE - SINGLE ITEM	6	EA	\$ 184.80	\$ 1,108.80
WA210A	REMOVE RISER/GUARD, SINGLE ITEM	19	EA	\$ 165.00	\$ 3,135.00
TA102A	TRANSFER/CREATE DEAD END - INCL. ALL MATL. ACCESSIBLE	4	EA	\$ 237.60	\$ 950.40
TA130A	TRANSFER RISER CABLE W/O CONDUIT - INCL. U-GUARD, MULTIPLE	1	EA	\$ 660.00	\$ 660.00
WA110A	DELASH/REMOVE CABLE FROM STRAND, OD<=1.6", 1'-1000'	80	LF	\$ 0.96	\$ 76.80
WA185A	REMOVE STRAND ALL SIZES - 1-200' - ACCESSIBLE	155	LF	\$ 2.04	\$ 316.20
RD110B	BLOW/HAND ROD IN OCCUPIED DUCT, PLACE TAPE, 1000'-5000'	2497	LF	\$ 1.08	\$ 2,696.76
RDA15B	ADDER - HANDLING FIBER OVER .76" OD, 1000'-5000'	2497	LF	\$ 0.24	\$ 599.28
RD110B	BLOW/HAND ROD IN OCCUPIED DUCT, PLACE TAPE, 1000'-5000'	2037	LF	\$ 1.08	\$ 2,199.96
HD625A	HAND DIG & PLACE 1 ITEM - MIN COVER 36", 7-12" WIDE, ROCK	911	LF	\$ 31.68	\$ 28,860.48
PD100B	PLACE PEDESTAL, DIRT, UP TO 10", W/ OTHER WORK	15	EA	\$ 135.00	\$ 2,025.00
CB152B	PLACE GROUND FIELD, (3 RODS W/ WIRE), DIRT	15	EA	\$ 3,300.00	\$ 49,500.00
UG160B	PLACE LOAD COIL IN MH AND RACK TAIL	20	EA	\$ 189.00	\$ 3,780.00
HP102B	HAND DIG PIT - EXISTING CABLE, 37-80 CF, DIRT, MULTIPLE	14	EA	\$ 1,080.00	\$ 15,120.00
RS108B	SAW CUT, REMOVE, RESTORE - CONCRETE 8" DEPTH	32	SF	\$ 17.64	\$ 564.48
RD115A	HAND ROD/PLACE 1 ITEM, 1-1000'	58	LF	\$ 1.92	\$ 111.36
BO605A	BORE & PLACE 1 CABLE OR ID, 2"-4", 1-100', ROCK	27	LF	\$ 34.56	\$ 933.12
AP232B	PLACE/CLEAT RISER UP TO 2", INCL. U-GUARD, W/ OTHER WORK	2	EA	\$ 81.96	\$ 163.92
HD625A	HAND DIG & PLACE 1 ITEM - MIN COVER 36", 7-12" WIDE, ROCK	195	LF	\$ 31.68	\$ 6,177.60
PD100B	PLACE PEDESTAL, DIRT, UP TO 10", W/ OTHER WORK	1	EA	\$ 135.00	\$ 135.00
UG160B	PLACE LOAD COIL IN MH AND RACK TAIL	1	EA	\$ 189.00	\$ 189.00
CB152B	PLACE GROUND FIELD, (3 RODS W/ WIRE), DIRT	1	EA	\$ 3,300.00	\$ 3,300.00
WA100A	REMOVE CABLE & STRAND, OD < 1.6", 1'-1000'	219	LF	\$ 0.96	\$ 210.24
WU100A	REMOVE COPPER CABLE < 2" OD & PLACE TAPE, 1'-1000'	122	LF	\$ 1.44	\$ 175.68
WA210A	REMOVE RISER/GUARD, SINGLE ITEM	1	EA	\$ 165.00	\$ 165.00
HH100B	PLACE NEW HH, 17X30X28 TO 3X5X4, DIRT	9	EA	\$ 1,080.00	\$ 9,720.00
HD625A	HAND DIG & PLACE 1 ITEM - MIN COVER 36", 7-12" WIDE, ROCK	120	LF	\$ 31.68	\$ 3,801.60
	10% ALLOWANCE FOR PORENTIAL AT&T DESIGN ERRORS	10	%		\$ 15,398.88
TOTAL BASE BID					\$ 169,387.68

Estimated Contract Time Extension

42 DAYS



Beltline Project Timeline

Date	Project Details
February 13, 2013	Initial design kick-off meeting
December 12, 2013	Phase 1 Design (Marsh to Midway) 100% complete
February 7, 2014	First request for bids was posted
March 4, 2014	Received only one bid that was well over the engineers estimate. Bid was rejected and process of value engineering and rebidding was initiated
March 28, 2014	Bid request reissued
April 17, 2014	Three bids were received in response to the reissued request.
April 22, 2014	John Burns Construction was found to be the lowest responsible bidder.
May 13, 2014	Council authorized contract with John Burns and Alliance Geotechnical Group.
June 24, 2014	Award of bids rescinded pending public meetings.
August 4, 2014	Public meeting to solicit input concerning the project.
August 12, 2014	Council re-awarded the construction contract to John Burns. John Burns requested additional time extension due to the delay in the start of the project.
October 14, 2014	Council awarded 180 day time extension to John Burns.
October 21, 2014	Notice to proceed with construction was sent out to John Burns. Process of reviewing submittals began.
December 6, 2014	John Burns began construction. Original time schedule included a total of 458 days and a completion date of March 8, 2016. New time schedule is 638 days with a completion date of September 4, 2016
July 14, 2015	Council awarded CO #4 to John Burns which extended the contract completion time by 10 days. New time schedule is 648 days
February 9, 2016	Council awards CO #5 to John Burns which extends the contract completion time by 74 days. New time schedule is
November 27, 2016	Substantial completion of John Burns contract work date barring no other time extensions of weather delays
October/November 2016	Bid Belt Line Overlay project
January 2017	Begin Belt Line Overlay construction. Approximately 10 month construction
November 2017	Substantial completion of Belt Line Overlay contract work date barring no other time extensions of weather delays

AI-1527

Item # 13.

Work Session and Regular Meeting

Meeting Date: 02/09/2016

Department: General Services

AGENDA CAPTION:

Discuss And Consider A **Resolution Authorizing The City Manager To Enter Into A Contract With Gary Osier Presents, Inc., For Professional Services To Retain And Compensate The Band Perry As Performing Headliners For Taste Addison 2016.**

BACKGROUND:

The Town uses the professional services of Gary Osier Presents, Inc., to negotiate and secure performing talent for Town of Addison events. His company's reputation for securing talent and routing talent is highly regarded in the industry both nationally and in the Dallas Fort Worth region. His fee for her services is a flat fee of \$5,000. regardless of the amount that is negotiated for the talent. The negotiated amount for the talent is \$210,000. The total amount of \$215,000 is budgeted in the Hotel Fund.

RECOMMENDATION:

Administration recommends approval.

Fiscal Impact

Budgeted Yes/No: Yes

Funding Source: Hotel Fund

Amount: 215,000.00

Attachments

Resolution with Agreement

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A PERFORMANCE AGREEMENT BETWEEN TOWN OF ADDISON AND THE BAND PERRY LIVE, LLC FOR THE PERSONAL SERVICES OF MUSICIANS IN THE AMOUNT OF \$215,000, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The Contract between the Town of Addison and The Band Perry Live, LLC for the personal services of musicians in the amount of \$215,000, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

Section 2. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 9th day of February, 2016.

Todd Meier, Mayor

ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

GARY OSIER PRESENTS INC.

Ph.: 817-235 2036
gary@garyosier.com

This Contract for the personal services of musicians on the engagement described below is made this 25th day of January 2015, between the undersigned purchaser of music (herein called "Purchaser") and the undersigned artist or artist representative (herein called ("Producer"). Attached rider (if applicable) herewith becomes a part of this Contract agreement and any changes must be agreed upon in writing by both parties.) Gary Osier Presents Inc. acts only as agent for artist and assumes no liability hereunder.

Artist: The Band Perry

Play date(s): May 14, 2016 (Saturday)

Place of Performance: Taste of Addison
Addison Circle Park
Addison, Texas

Venue phone: cell 214 205 0184

Doors: noon / Show Time(s): 9:30pm. for 75-90 minutes.

Fees agreed upon rain or shine (and if Artist is at the Place of Performance on the Play date and at the Show Time set forth herein and is ready, willing, and able to perform pursuant to the terms hereof, but is prevented from doing so as a result of inclement weather, and neither Artist nor Producer is then in violation of any provision of this Contract, the Purchaser will pay Artist one-half of fee agreed upon set forth below; otherwise, all payments by Purchaser to Producer and Artist shall be promptly returned to Purchaser and Purchaser shall have no further obligation to Producer or Artist hereunder) to be paid in cash, money order, certified check, cashier's check, or company check in U.S. dollars to Producer or his representative. Any other arrangement must be made in advance, in writing, with Producer. If the artist cancels at no fault of Purchaser, Purchaser is to receive an immediate refund of all money deposited.

The agreement of the Artist to perform is subject to proven detention by sickness (confirmed in writing to Purchaser by a medical doctor licensed in the United States), riots, strikes, epidemics, acts of God, or any other like and legitimate conditions beyond Artist's control and not avoidable by diligence, and if Artist is prevented from performing as a result of any of such items, Purchaser's obligations hereunder shall end and Purchaser shall have no obligation to compensate or pay Artist, and any funds paid to Artist by Purchaser shall be immediately returned by Artist to Purchaser; provided, however, if Artist is ready, able, and willing to perform in accordance with the terms and provisions of this Contract and is at the address and the Place of Performance on the Play date and at the Show Time set forth in this Contract, and if neither Artist nor Producer is then in violation of any provision of this Contract, if Artist is prevented from performing as a result of an Act of God, fire, accident, riot, strike, or event of a like and similar character, then Purchaser agrees to compensate Artist one-half of fee agreed upon set forth below in accordance with the terms hereof, regardless of such acts of God, fire, accident, riot, strike or any like and similar event(s); otherwise, Purchaser's obligations hereunder shall end and Purchaser shall have no obligation to compensate or pay Producer or Artist, and any funds paid to Producer or Artist by Purchaser shall be immediately returned to Purchaser (and any repayment or refund obligation of Artist hereunder shall survive the termination of this Contract).

In the event of cancellation by Purchaser, Artist and Purchaser shall be discharged from any further liability hereunder and the Artist shall be entitled to retain one-half of the fee agreed upon set forth below as Artist's sole and exclusive remedy for such cancellation (and in the event Purchaser has paid Artist an amount in excess of one-half of the fee agreed upon, Artist and Producer shall promptly reimburse Purchaser such excess). Should Artist cancel at no fault of Purchaser, Purchaser shall promptly receive a complete refund of any deposits paid.

Purchaser, at its sole cost and expense, shall provide General Liability Insurance including contractual liability endorsement, with limits of \$1,000,000 with respect to bodily injury and death and \$1,000,000 for property damage. Such policies shall be in full force and effect from the time of load in to the time that Producer and all of Producer's affiliates have left the Venue and Producer's production has been loaded out of the Venue. Purchaser shall provide a copy of the certificate of insurance naming Producer as an indemnitee not less than fourteen (14) days prior to the date of the Engagement. Purchaser's failure to deliver such certificate shall not relieve Purchaser of its obligation to provide the General Liability Insurance as set forth in this Agreement. Further, Purchaser shall secure or maintain any necessary Worker's Compensation Insurance for all of its employees pursuant to state and local laws.

PAYMENT AS FOLLOWS:

Fee agreed upon: \$215,000.00, subject to the terms, conditions and provisions of this Contract

Deposit: \$75,000.00 (inclusive of artist supplied travel) payable to Gary Osier Presents Inc. due immediately with signed Contract

Deposit: \$65,000.00 payable to Gary Osier Presents, Inc. due February 14, 2016

Balance due: \$75,000.00 payable to The Band Perry Live, LLC due following performance by Artist in accordance with this Contract

Additional provisions: Purchaser to supply racks, stacks, and stage lights (per advance with production manager), all to Artist's specifications, plus internal ground transportation in the form of 2-15 passenger vans with drivers, and appropriate day of show catering or buyouts per advance with Artist's tour manager. The Band Perry to attend a meet and greet for 30 people at a mutually agreeable time. Merchandise is 80/20 - 90/10 artist sells Radius: Clean from now and 60 days following, 125 miles in all directions.

The Producer below and the person signing this Contract on behalf of Artist and Producer warrant and represent to Purchaser that they are (and each of them is) fully authorized to execute this Agreement and to bind Producer and Artist to this contract, and that they are fully able to and shall cause the Artist to appear and perform in accordance with the terms and conditions of this Contract. The Band Perry Live, LLC is a Tennessee liability company and is legally authorized to transact business in Texas.

(SIGNATURES ON NEXT PAGE)

Town of Addison

Purchasers name

Wesley S. Pierson
City Manager

5300 Belt Line Road
Dallas, TX 75254

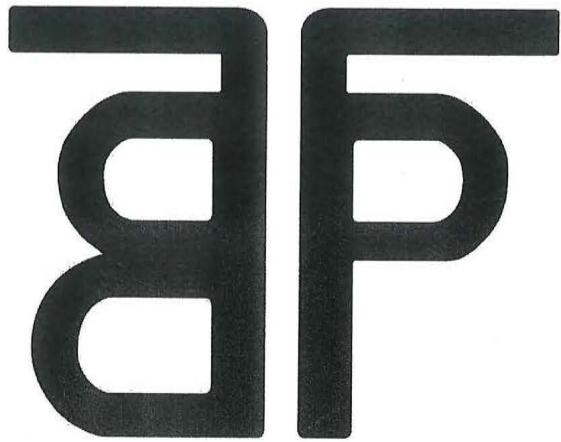
The Band Perry Live, LLC

Coran Capshaw
Producers name

Signature of leader

1615 Carleton Ave
Ft Worth, TX. 76107

Mailing address: 1615 Carleton Ave / Ft. Worth TX 76107



™

Limited

Production Rider

2015

The Band Perry buyer provides production rider
Revised 10/13/15

PRODUCTION RIDER

THIS PRODUCTION RIDER ("Production Rider"), is made and entered into effective as of _____, 2015, by and between _____ ("Company"), and THE BAND PERRY LIVE, LLC ("TBP"), and shall constitute an addendum ("Rider") to that certain agreement between the parties hereto dated effective as of _____, 2015 ("Agreement") in regard to the live musical performance(s) of the musical act professionally known as The Band Perry. In the event of any conflict, discrepancy or inconsistency between the Production Rider and the Agreement, the terms and conditions set forth in the Production Rider shall control and prevail.

1. Transportation/ Parking

COMPANY will ensure that TBP'S buses, trucks, trailers, limousines, vans, personal transportation and any other vehicles used by TBP for transportation to venue will have clear and secure access to and from the venue.

All parking areas will have dry, clean and clear passage to and from stage and/or dressing room areas, without going through the audience.

2. Dressing Rooms

BUS

Three (3) clean, well-lit lockable dressing rooms are needed. One room will be designated for TBP, the second room will be designated for TBP's band and the third will be designated for TBP's crew.

Dressing rooms should be heated/air-conditioned to maintain a temperature of 65-75 degrees. There should be four (4) 110v electrical outlets in each room as well as appropriate furniture for 4-12 people. TBP will not be required to share these rooms with any other performer or crew.

Keys to rooms: Please supply dressing room keys to TBP'S Tour/Production Manager at time of crew arrival. COMPANY will pay any key deposit required by venue.

Stage Access: Dressing rooms must be accessible to stage without passing through audience area.

3. Production Office

BUS

A clean, well ventilated and lockable work area for eight (8) people must be available for the sole use of TBP'S touring staff. This room must be available from sixty (60) minutes prior to load-in time until ninety (90) minutes after completion of load-out, located in the backstage/secure area as close to the stage as possible. This room is to contain five (5) large tables, a minimum of six (6) chairs, six (6) 110v electrical outlets, hard wired high speed internet access capable of sustain 3 VOIP phones and normal internet use for 24 people simultaneously (**3G or 4G wireless hotspots are not acceptable**), two (2) case of room temperature bottled water.

4. STAGE AND RISER REQUIREMENTS

40 x 40

a. Staging

COMPANY shall provide, at no cost to TBP, a stage sixty feet (60') wide by forty feet (40') deep by five feet (5') tall. The stage must be capable of supporting the greater of one hundred and twenty five pounds (125lbs) per square foot or the weight of the production elements described in this Production Rider. The surface must be smooth, free of holes and protrusions, and skirted in black material. The stage must be constructed so there is a minimum of twenty-six feet (26') to the closest overhead obstruction.

TBP requires three (3) sets of stairs with handrails and step lights, to be placed by TBP'S Production Manager at time of load-in. TBP will need adequate storage space for equipment cases.

TBP requires a twenty foot (20') by thirty foot (30') sound/light mix area, surrounded with bicycle rack and be located in the center of the house, no more than ninety-five feet (95') from the lip of the stage. The final placement shall be determined by TBP'S Production Manager.

For outdoor shows, TBP requires a sixty foot (60') by forty foot (40') self-supporting, load bearing stage roof (to be properly constructed, anchored, erected and installed by COMPANY at its sole cost, expense and risk). A 26' unobstructed clearance must exist between the stage deck and the roof. Sound and light consoles will require adequate cover to protect them from the elements. COMPANY will provide two (2), twenty foot (20') by one hundred foot (100') rolls of plastic at time of load in for TBP's sole use.

b. Sound Wings

Sound wings should be a minimum of 16' deep by 16' wide with a toe or handrail on three sides, be the same height as the artist stage and are in addition to the stage size and should not be connected to the main stage.

Guitar world wing should be a minimum of 16' deep by 16' wide with a toe or handrail on three sides, be the same height as the artist stage and are in addition to the stage size.

c. Sound Check

At the scheduled sound check time, the venue must be cleared of all people (other than the tour and venue staff). This includes all volunteers or other performers for the concert. Please make sure all doors leading into the venue are closed at this time. Sound check takes approximately 45-60 minutes to complete. TBP set-up and sound check must be done prior to the set-up and sound check of all supporting acts. Once sound check is complete, TBP will not be required to move gear other than downstage microphones and pedal boards.

5. LOCAL LABOR

COMPANY is to provide, at sole cost and expense, the following labor, which is in addition to any labor required by local sound, lighting, roof or other vendors unless noted. **Spot Ops do not count as Load Out stage hands if they require a post show break.**

Labor Call	Load In	Show	Load Out
Loaders	4	0	8
Stage Hands	26	8 and 2 cable pagers	26
Audio Technicians	2	2	2
Lighting Technicians	2 if lights provided	2 if lights provided	2 if lights provided
Electricians	1	1	1
Runners	3	3	3
Spot Operators	0	6	0
Forklift Operator	1	0	2
House Light Operator	0	1	0

PER ADVANCE

a. Stagehands

There should be no overlap between duties of stagehands, security, and ushers. It is critical to maintain a consistent crew to maintain a smooth load-in and load-out. The labor call above is for the sole use of TBP. They are not to be shared with any local production or other acts for load-in or load-out. They may be used by local production ONLY upon being released by TBP's production manager once TBP's load-in or load-out is complete and not before.

b. Electrician

Unless an electrician is a separate labor call (building staff, contract electrician, union electrician), this position can be filled and included as one of the stagehands called, provided such individuals are fully and properly licensed, bonded and insured.

c. Spot Operators

Six (6) experienced spot light operators are required.

d. Fork Lift Driver

Check with TBP'S Production Manager during the advance to see if a forklift will be needed.

e. Runners.

Three (3) runners are required for the day. Drivers must be of legal age, with a valid driver's license, fully insured, and be on duty and available from thirty (30) minutes prior to load-in until ninety (90) minutes after load out. Vehicles furnished and/or operated by such runners must be delivered and maintained in a safe working order and operated at all times in compliance with all laws, regulations and/or local ordinances. The runners should have no overlapping duties, such as running for the caterer or the venue. The runner must have working knowledge of the area, be able to handle money and be responsible for the money handled. They will report to TBP's Tour or Production Manager only.

6. SECURITY

a. Security Guards

COMPANY will provide, at COMPANY's sole cost and expense, Eight (8) uniformed, properly trained and certified (if applicable) security guards for stage, dressing rooms, and bus/truck protection of TBP and TBP'S Band and Crew, their instruments and property from time of arrival until TBP and TBP'S Band and Crew's departure. Additional security will be required for "front of stage" security during PERFORMANCE.

Company shall provide, at its sole cost and expense, One (1) uniformed police officer to provide escort services and security for Artists while on site at venue. This officer will be required to stay onsite until Artists depart the venue. Police officer shall report to Tour Manager at load in, and will be given further instructions on requirements for the day.

b. Meet and Greet / Autograph Signing

TBP will require eight (8) uniformed and properly trained and certified (if applicable) security guards to provide escort services and security for pre-show meet and greet and post-show autograph signing. Tour Manager will brief security day of show.

c. Overnight

If TBP is doing two (2) or more PERFORMANCES in one (1) location, or if an early load-in situation requires TBP and band to leave equipment at venue overnight, COMPANY is to provide additional trained and uniformed security personnel from the official time of work ends until the official time the work begins the following day. Tour Manager will provide specific times.

d. Instruments

COMPANY will be liable for any damage to and/or theft of, TBP and TBP'S Band's/Crew's personal instruments and property that is directly attributed to negligence on the part of COMPANY and/or COMPANY'S representative(s) (included damage and/or theft as a result of inadequate security) should damage and/or theft occur during the said period from load-in until TBP and TBP'S Band's/Crew's departure.

e. Vehicles

COMPANY will be liable for and damage to and/or theft of and/or from TBP'S Buses or Trucks that is directly attributed to negligence on the part of the COMPANY and/or COMPANY'S Representative (included damage and/or theft as a result of inadequate security) should such damage and/or theft occur during said period from load-in until TBP and TBP'S Band's/Crew's departure.

f. Passes

COMPANY will provide TBP'S Tour Manager, by 11:00 AM on the day of the show, a list of all persons requiring passes (COMPANY & Venue staff, media, guests, etc.). Tour Manager shall have the authority to extend, modify, or issue passes, at whatever security level is deemed appropriate.

g. Security Meeting

There will be a security meeting sixty (60) minutes before scheduled doors opening on the day of the performance. The meeting will be attended by TBP'S Tour and Production Managers, COMPANY'S Representative, Head of Security Staff, and a Representative of the Venue. The default location for this meeting is in the Production Office.

7. PRE-SHOW MEET AND GREET AND POST-SHOW AUTOGRPAH SIGNING

a. Pre-Show Meet and Greet

TBP'S Tour Manager will advance details about the Pre-Show Meet and Greet

b. Post-Show Autograph Signing

COMPANY will provide, if no suitable indoor facility is available and at sole cost and expense, a twenty foot (20') by twenty foot (20') tent that is well lit with separate entrance and exit. Tent sides are required and may be removed at TBP'S sole discretion. One (1) six foot (6') table, two (2) 110v electrical outlets, one (1) cooler with ice, twelve (12) bottles of Fiji Water, six (6) Black Sharpie Retractable Markers (Fine point).

TBP'S Tour Manager will advance details about the Post-Show Autograph Signing if applicable.

8. SOUND REQUIREMENTS

COMPANY shall provide a "Current, State of the Art" sound system consisting of a four way, electronically crossed over speaker system that includes subwoofers, preferably a line array system where applicable. Said system should be able to provide 110 decibels "A" weighted sound pressure level to every seat in the audience. Additional fill or delay speakers are to be used as necessary to eliminate dead or weak coverage areas.

a. System set-up Time.

COMPANY will ensure that the sound system is SET-UP and OPERABLE upon TBP load-in and a minimum of four (4) hours prior to sound check. It is also understood and agreed that TBP may check sound system during said period and at a time solely determined by TBP and will maintain the system in working order throughout the PERFORMANCE. TBP set-up time does not include the Sound and Lighting reinforcement set-up time. Sound and Lights should be set up and running prior to TBP's Crew arrival.

b. System Technician

COMPANY will provide a technician familiar with the sound system for both the house and monitor systems from load-in until the end of the PERFORMANCE. This technician will have the sound system in working order throughout the PERFORMANCE.

c. System Control

TBP'S Production Manager will designate the FOH mix position, and at all times, have complete control over the sound mixing and house volume; in addition, the TBP'S board groups are for the exclusive and sole use of TBP.

d. Sound System Adequacy

COMPANY specifically understands and agrees that the sound system must be adequate, in TBP'S sole opinion, and that, should said sound system not be of quality and power capacity deemed adequate by TBP, TBP may, at TBP'S sole option, refuse to perform until sound system is deemed adequate. Should the sound system be deemed inadequate at the time of the PERFORMANCE, TBP may refuse to perform and any amounts due to TBP for the PERFORMANCE will be paid in full to the TBP regardless of TBP'S refusal to perform.

See attachment #1

9. The Band Perry Sound and Lighting Requirements

HOUSE PA

L-Acoustics K1, Adamson Y-Axis, D&B J-Series, L-Acoustics V-Dosc, JBL Vertec, NO EAW
Subs will be fed from an Aux. Preferred subs size would be 18" components. Front fill and
delay sends will be fed from a matrix.

Proprietary speaker systems are unacceptable and will NOT be used.

LIGHTING REQUIREMENTS

PURCHSER shall provide a full lighting rig per TBP'S Production Manager's Specifications. Plot and
contact info will be provided during the advance.

Contact:

Lighting Director
Jay Waddell
773-844-0224
waddell.jay@gmail.com

Lighting will be provided
per the mutual agreement
between the Town & The Band Perry
Production Manager

Follow Spots 4

Six (6) follow spots in excellent working order are required. Acceptable types include Super Trooper
2KW xenon, Lycian 1275 or follow spots of this quality and brightness. Gel according to lighting plot.

Spot Operators 4

Six (6) Experienced spotlight operators are required. Follow spot operators MUST be fluent in English

Lighting Technicians (if lighting is provided)

Two (2) lighting technicians for COMPANY supplied lighting will be required. Lighting Technicians
are to be available to the TBP Lighting Director at all times. One technician must be able to climb and
focus and any technicians climbing will wear and utilize OSHA approved harnesses.

House Lights

TBP'S Production Manager or Lighting Director shall have complete control over the cueing of house
lights. There shall be no lights on in the venue during the performance other than exit signs, aisle
lights, and any lighting required for the safety of the audience.

In the event that house lights must be controlled from a separate booth, the operator shall be on the
communication circuit at least fifteen (15) minutes before show time and continuously during the
show. At no time should the house lights come up during TBP'S performance, unless authorized by
TBP'S Lighting Director or Production Manager.

TBP'S Production Manager MUST approve any substitutions

In the event of any conflict, discrepancy or inconsistency between this Production Rider and
the Agreement, the terms and conditions set forth in this Production Rider shall control and prevail.
The parties hereto have executed this Agreement as of the date first set forth above:

PURCHASER

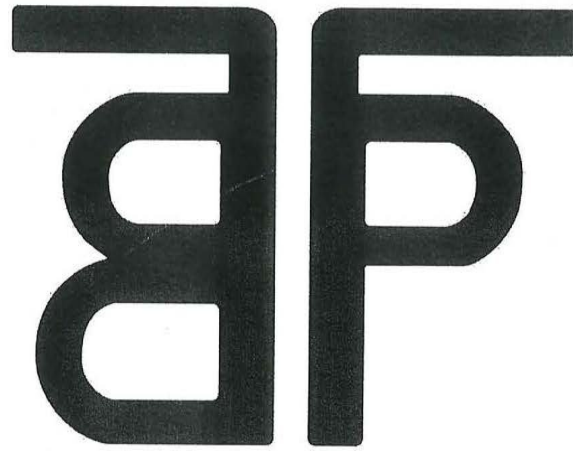
THE BAND PERRY LIVE LLC
f/s/o The Band Perry

By: _____
An Authorized Signatory

By: _____
An Authorized Signatory

Name: _____

Title: _____



™

Catering and Hospitality Rider
- Limited Production Shows

2015

Please advance catering and hospitality with the Tour Manager: Johnny Ellett / johnnellett@gmail.com / 512.657.2715

MEALS

Allergies: Please be aware of the following allergies when preparing food for meals.

- Cinnamon in any form
- Peanuts
- If tomatoes are used, other than in sauces, can they please be kept separate from other foods
- Shellfish
- Gluten & Dairy – 3 people
- - Dairy - please make sure any veggies, meats, etc. are cooked in grapeseed or extra virgin olive oil, NO BUTTER

Breakfast – 35 Touring Staff, plus requisite local crew, venue staff, local promoter

~~Breakfast should be served from 7:30am-10:30am for Thirty Five (35) Touring Staff. This should be a good quality hot meal with tablecloths, napkins, silverware, and glass/ceramic plates. Expected items are eggs, breakfast potatoes, bacon, sausage, ham, toast, pancakes or waffles, biscuits and sausage-gravy, assorted cereals, oatmeal, individual yogurts, fresh cut fruit, juices milk and coffee. One loaf of Gluten Free Bread (Udi's or Rudy's brand preferred) to be available all day.~~

Lunch – 35 Touring Staff, plus requisite local crew, venue staff, local promoter

Lunch should be served from 12:00pm-3:00pm for Thirty Five (35) Touring Staff. This should be a good quality hot meal with tablecloths, napkins, silverware, and glass/ceramic plates.

Suggested Entrée Options						
Burgers (both beef & veggie) & hot dogs	Grilled Chicken Sandwiches	Taco Bar (chicken, beef and veggie)	Cheese Steak and Cheese Chicken sandwiches	BBQ Sandwiches (chicken & beef or pork)	Fried and Baked Chicken	Grilled Cheese sandwiches (plain, turkey & or ham), plus deli tray
This menu is a guide so that we do not get the same food every day. Substitutions may be made with the permission of the Production Manager						

This meal should also include **15 grilled chicken breast – VERY IMPORTANT** + at least two side items (baked beans, veggies, chips, etc.), a bowl of tuna salad, cottage cheese, fresh cut fruit, a green salad with a variety of dressings including a balsamic vinaigrette, a hot soup, chips, cookies, a deli meat sandwich station including multiple meats, condiments for sandwiches and a selection of

sliced cheeses, lettuce, onion, pickles, tomato, mustard, regular and low fat mayo, ketchup, whole wheat and white breads, a selection of hot sauces, and an assortment of cold drinks, including soft drinks, bottled water, milk (both whole and non-fat), and coffee (premium coffee such as Starbucks preferred).

BUYOUT @ 25° PER

Dinner – 35 Touring Staff, plus requisite local crew, venue staff, local promoter

Dinner should be served from 5:00pm to 8:00pm, for Thirty five (35) Touring Staff. This should be a good quality, healthy (low fat), with tablecloths, napkins, silverware, and glass/ceramic plates. The meal should be served on chafing dishes to keep it warm.

Suggested Entrée Options						
Roast Beef	Mexican Dinner w/ Beef, Chicken & Veggie option	Steak w/ Trimmings & Roast Turkey Breast	Roast Chicken & Lasagna (both w meat & without)	Pasta Bar w/ Veggies, Seafood & Chicken	Broiled or Baked Fish and Baked Chicken	Chicken & Veggie Pot Pies, Steamed Broccoli, Corn on the cob
This menu is a guide so that we do not get the same food every day. Substitutions may be made with the permission of the Tour Manager						

A main course as outlined above plus:

15 grilled chicken breast – VERY IMPORTANT

Veggies and meats should be cooked in extra virgin olive oil, **NO BUTTER**

Hot Soup

Tossed green salad with dressing (at least 1 non-fat option, Vinaigrette)

A minimum of 2 vegetables (prepared in a healthy manner)

Mashed or baked potato or long grain rice

Dinner rolls

Deserts and Fresh Cut Fruit Bowl

Assortment of cold drinks (same as lunch)

All condiments to compliment meal

DRESSING ROOMS

TBP Dressing Room

1. Comfortable sofas for six (6) adults
2. One (1) Makeup mirror
3. One (1) Full Length Mirror
4. One (1) 6' Table for Hospitality
5. At least two (2) 110 v / 20 amp electrical outlets
6. One (1) case of bottled water non-carbonated (Fiji or Evian)
7. Fresh Fruit bowl (4 bananas, 4 navel oranges only, 4 apples)
8. Hummus
9. One (1) bag of Wintergreen Lifesavers
10. One (1) roll paper towels

CREW DRESSING ROOM

1. Comfortable sofas and chairs for sixteen (16) adults
2. One (1) Large Table for Hospitality
3. At least two (2) 110 v / 20 amp electrical outlets
4. Two (2) cases of bottled water non-carbonated
5. Twelve (12) bottles of Vitamin Water Zero (assorted)
6. Four (4) four packs of Sugar Free Red Bull
7. Fresh brewed coffee
8. Hot water with assorted teas (Peppermint, Green Tea, English Breakfast, Chai Tea)
9. Large bottle International Delight French Vanilla (red top) creamer, ½ Gallons of Milk (Skim & SILK), Sugar (Splenda & Honey)
10. Two (2) Bags of Tortilla Chips and Two (2) Jars of Fresh Medium Salsa
11. One (1) Container Hummus
12. One (1) Package pre cut & washed carrots
13. Twelve (12) Assorted Pure Protein Bars
14. Paper Plates & bowls, Red plastic Solo Cups, Utensils, 16 oz. paper coffee cups
15. Assorted Breath Fresheners (Trident Gum, etc.)

BAND DRESSING ROOM

1. Comfortable sofas and chairs to seat six (6) adults
2. One (1) Large Table for Hospitality
3. At least two (2) 110 v / 20 amp electrical outlets
4. One (1) case of bottled water non-carbonated
5. Six (6) bottles of G2 Gatorade (assorted)

The Band Perry buyer provides production rider
Revised 10/13/15

6. Four (4) Four packs of Sugar Free Red Bull
7. Fresh brewed coffee
8. Hot water with assorted teas (Peppermint, Green Tea, English Breakfast, Chai Tea
9. Large International Delight French Vanilla (red top) creamer, ½ Gallons of Milk (Skim & SILK), Sugar (Splenda & Honey)
10. One (1) Bag of Blue Corn Tortilla Chips and One (1) container of Fresh Medium Salsa
11. One (1) Container Hummus
12. One (1) Package pre cut & washed carrots
13. Blue Diamond Nut-Thins Almond
14. Four (4) Assorted Pure Protein Bars
15. Paper Plates & bowls, 16 oz. Red plastic Solo Cups, Utensils, 16 oz. paper coffee cups
16. Assorted Breath Fresheners (Trident Gum, etc.).

AFTER SHOW FOOD

Please have a selection of local menus available in the production office at load-in. Healthy options and local specialties are appreciated. Our daily catering cash advance includes \$800 for after show food. We will coordinate the after show food orders and pick up with runners and will return cash and receipts at settlement as a show cost.

BUS STOCK \$1500 per BUS BUYOUT

Our preference is to have you do bus stock shopping day of show, to help prevent excess purchases. If you prefer to shop in advance, please have all items ready to deliver at 1:00 pm unless otherwise noted. Check with production office to coordinate delivery to busses.

BUS 1 - PRODUCTION BUS

- ~~Two (2) 20 lb. bags of clean ice to bus at 9:00 pm~~
- ~~Two (2) cases of bottled water non-carbonated~~
- ~~Six (6) Bottles of Vitamin Water Zero (assorted)~~
- ~~One (1) Case Coca Cola~~
- ~~One (1) Case Coke Zero~~
- ~~One (1) Case Sprite~~
- ~~One (1) Half Gallon 2% milk~~
- ~~One (1) Half Gallon Simply Orange (no pulp)~~
- Twelve (12) Cans or Bottles import or micro brew beer (Guinness, Sam Adams..)

The Band Perry buyer provides production rider
Revised 10/13/15

Twelve (12) Cans or Bottles domestic light beer (Miller Lite, Amstel Light..)
Two (2) bottles of Red Wine (\$20 per bottle)
Two (2) bottles of White Wine (Chardonnay) (\$20 per bottle)
Two (2) Box Keurig KCup Dark Roast Coffee
One (1) Pack Starbucks Double Shot Espresso
One (1) Nestle French Vanilla Creamer (Red Top)
One (1) Jar Low Fat Creamy All Natural Peanut Butter
One (1) Jar Regular Creamy Peanut Butter
One (1) Package Whole Wheat Tortillas (for making wraps)
One (1) loaf Multi Grain Sliced Bread
One (1) Jar Raspberry or Grape Jelly
One (1) lb. assorted deli meats
One (1) lb. assorted cheese slices
One (1) Bag Beef Jerky
One (1) Box Cereal – Honey Nut Cheerios, Kashi Strawberry Fields Lucky Charms
One (1) Box Instant Quaker Oatmeal (Maple & Brown Sugar or Original flavor)
One (1) Small Mayonnaise - plastic squeeze container
One (1) Small Mustard - plastic squeeze container
One (1) Sriracha Hot Sauce
One (1) Roll Paper Towels
(25) Paper Plates
(25) Paper Bowls
(25) 16 oz Red Solo Cups
One (1) Box Assorted Utensils
(25) 16 oz Paper Coffee Cups with lids

OCCASIONAL RESTOCK / VENUE DOES NOT BUY

- Ten (10) count Cup-O-Noodles
- Twelve (12) count Lean Pockets / Hot Pockets
- Twelve (12) count Jimmy Dean Breakfast Sandwiches
- Two (2) Large Bags Chips (Lays, Doritos, Fritos)
- Two (2) Boxes Pop Tarts (Chocolate, Strawberry)

BUS 2 - BAND BUS

- Two (2) 20 lb. bags of clean ice to bus at 9:00 pm
- Two (2) cases of bottled water non-carbonated
- One (1) 6 pack of S. Pellegrino 8.45 oz bottles sparkling water
- Six (6) G2 (Gatorade) Assorted flavors
- One (1) 6-Pack Coca Cola
- One (1) 6-Pack Coke Zero
- One (1) Quart Simply Orange (no pulp)
- One (1) Quart 2% milk
- One (1) Quart Dark Chocolate Almond Milk
- One (1) Nestle French Vanilla Sugar Free Creamer (Red Top)
- Twelve (12) Cans or Bottles import or micro brew beer (Guinness, Stella)
- One (1) bottle of red wine \$20+ (Malbec, Rioja, Temperanillo / Spain, Chili, Argentina)
- One (1) bottle of red wine \$20+ (Cabernet, Merlot or Shiraz)
- Two (2) boxes Keurig Kcups- MEDIUM ROAST (PIKES PLACE, ETC.)
- One (1) box Keurig Kcups- Van Houtte Decaf (Decaf Original House Blend)
- One (1) Box Emergen-C
- One (1) Box Throat Coat Tea
- One (1) Carton 100% Liquid Egg Whites
- One (1) Jar Low Fat All Natural Creamy Peanut Butter

The Band Perry buyer provides production rider
Revised 10/13/15

- One (1) Package Whole Wheat Tortillas (for making wraps)
- One (1) loaf Multi Grain Sliced Bread
- One (1) Jar Raspberry or Grape Jelly
- One (1) Pound assorted deli meats
- One (1) Pound assorted cheese slices
- Four (4) Blueberry Greek Yogurt, individual serving cups
- One (1) Bunch Medium Size Bananas
- Four (4) Apples - Fuji or Honey crisp
- One (1) Package Beef Jerky
- One (1) Box Cereal – Honey Nut Cheerios, Kashi Strawberry Fields, or Lucky Charms
- One (1) Box Instant Quaker Oatmeal Packs (Raisin, Date, Walnut flavor)
- One (1) Pam Cooking Spray or Canola Spray
- One (1) Roll Paper Towels
- (25) Paper Plates
- (25) Paper Bowls
- (25) 16 oz Red Solo Cups
- One (1) Box Assorted Utensils
- (25) 16 oz Paper Coffee Cups with lids

OCCASIONAL RESTOCK / VENUE DOES NOT BUY:

- One (1) 750ml Bottle of Crown Royal
- One (1) container Cinnamon
- One (1) Pam Cooking Spray or Canola Spray
- One (1) Bottle Cholula Original Hot Sauce

BUS 3 - TBP BUS STOCK

- Two (2) cases of bottled water non-carbonated (Fiji or Evian)
- One (1) box Keurig Kcups Coffee - Nespresso (based on availability)
- One (1) small bottle No Fat Hazelnut Coffee mate
- One (1) quart goat milk cartons only (No Canned shelf milk)
- One (1) gallon skim milk
- One (1) ½ gallon Unsweetened Vanilla Almond Milk
- One (1) six pack bottled Minute Maid OJ
- Six (6) assorted flavors of Gatorade
- One (1) All Natural or Organic Crunchy Peanut Butter
- One (1) Box Kashi Strawberry Fields Cereal
- One (1) Box of All Natural / Unsweetened Instant Oatmeal
- One (1) Bag of Organic Brown Rice Cakes
- One (1) Package Frozen Blueberries
- One (1) bag of Raw Almonds
- One (1) Box Puffs Tissues
- One (1) Box Gallon Size Ziploc Bags
- Two (2) Rolls Bounty all white "Select-a-size" Paper Towels
- One (1) 4-pack Charmin Mega Roll Toilet Paper
- (25) Paper Plates
- (25) Paper Bowls
- (25) 16 oz Red Solo Cups
- One (1) Box Assorted Utensils
- (25) 12 oz Styrofoam Coffee Cups, no Lids

THE BAND PERRY

MEDIA GUIDELINES

- TV may shoot the first thirty (:30) seconds of songs 1, 2 & 3 from FOH ONLY (soundboard area) unless designated differently by the tour or production manager. NO PHOTOS OR VIDEO ARE ALLOWED IN THE PIT AREA IN FRONT OF THE STAGE. _____(initials)
- Still photos are allowed from FOH ONLY (sound board area) unless designated differently by the tour or production manager during songs 1, 2, & 3. NO PHOTOS ALLOWED FROM THE PIT AREA IN THE FRONT OF THE STAGE. Photos are for editorial purposes ONLY and to promote The Band Perry and their appearance. Said photographs will only be used for bona fide purposes such as news reporting, reviews and magazine and other media articles or such other purpose as expressly agreed in writing by The Band Perry and/or their authorized representation. A photo credential does not grant the media outlet permission to sell photos taken of The Band Perry, and for the avoidance of doubt, you undertake that you will not assign, license or permit the use of the Photographs for any unauthorized purpose including but not limited to their inclusion in or use on unofficial merchandise. _____(initial)
- In the event that the Photographs are used in any unauthorized manner you confirm that you will enter into any documentation deemed necessary by The Band Perry in order to permit The Band Perry to take the appropriate action against any third party making unauthorized use of the Photographs or exploiting them in any way.
- Venue or promoter rep will escort TV and still photographers during designated songs.
- If venue/staff photographer is approved, that photographer must follow the above guidelines. Venue staff photographers may shoot for venue use ONLY. Venue staff photographers MAY NOT post images on a wire service or on their photography web sites without written consent from The Band Perry's management. Additionally, these photos shall NOT be used for venue marketing without permission IN WRITING from the band's representation.
- No backstage photography of The Band Perry inside or outside of their dressing room is permitted WITHOUT prior written permission from proper band representation.

- House Videographers shooting for future venue promotional/marketing use must follow the above guidelines as well as submit, in writing, a document stating where, when and for how long the footage will live. THE FOOTAGE MUST BE APPROVED BY TBP MANAGEMENT BEFORE USE.
- If an interview with The Band Perry has been approved and scheduled, crews are asked to use this time for interview only. All performance footage MUST ONLY be obtained at the designated time during the live show, not during the interview time please.

I acknowledge and accept that any breach of this agreement may result in legal action being taken against me

SIGNED _____ (PHOTOGRAPHER)

_____ (PUBLICATION)

DATED _____

The Band Perry Tour Publicist:

Shannon Cosgrove - (206) 948-3866 / shannon@bbgunpress.com

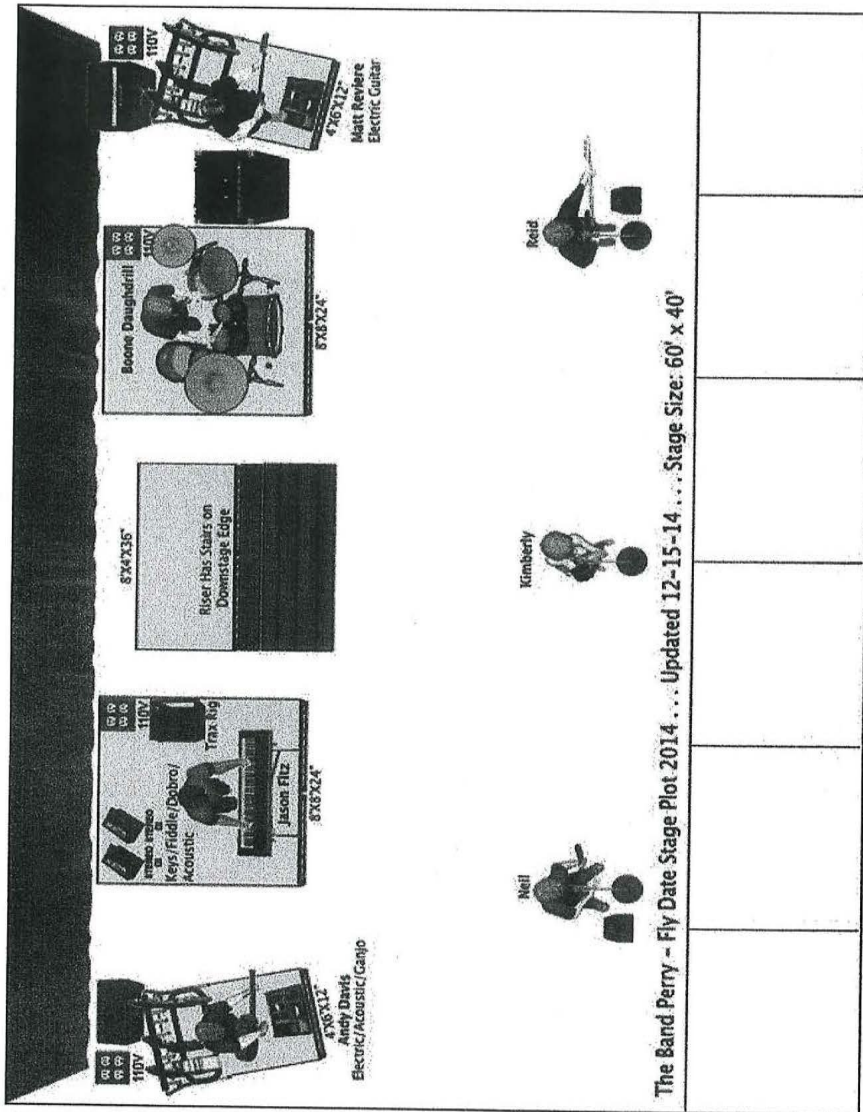
The Band Perry Tour manager:

Johnny Ellett - 512.657.2715 / johnnyellett@gmail.com

The Band Perry Fan & Industry Coordinator

Ann -Carter Bloomfield - 228.217.2797 / anncarterbloomfield@yahoo.com

The Band Perry buyer provides production rider
Revised 10/13/15



The Band Perry buyer provides production rider
 Revised 10/13/15

THE BAND PERRY

2015 FLY PLAN v.8.15

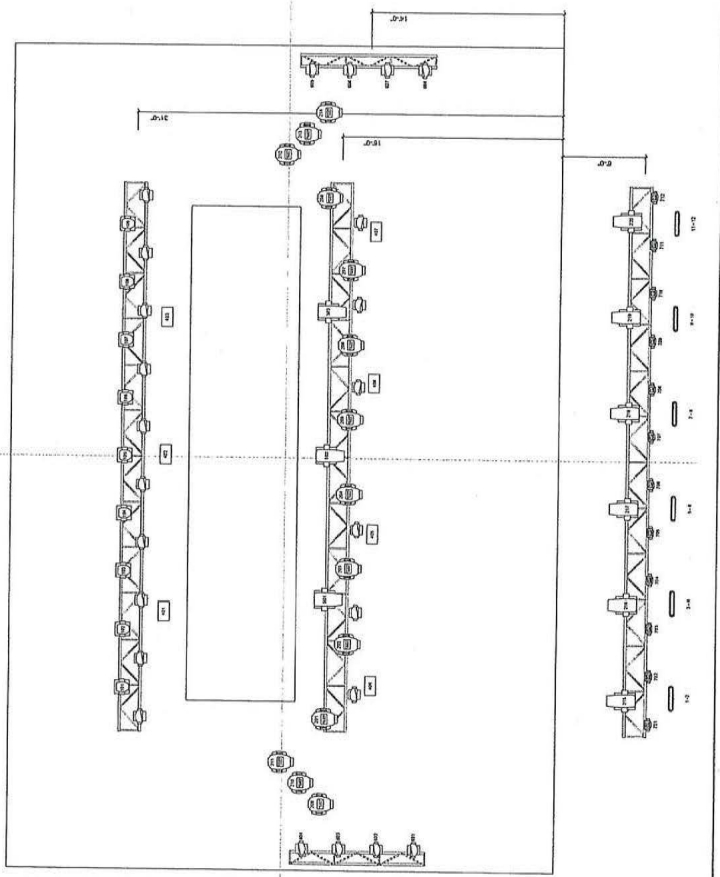
Spot Color
 Frame 1: L205 + L249
 Frame 2: L142

Contact:
 Jay Waddell
 Lighting Director
 773 844 0224
 waddell.jay@gmail.com

Earl Neal
 Production Manager
 615 403 8336
 earl@linearsystems.com

Legend	
VL 3000 SPOT	9
Misc Viper (8 Air / 6 FU)	14
QLP X4 or Misc Aura	24
Martin Mac-Aura (CS)	12
Clay Paky Sharpy	9
Martin Atomic Strobe	7
4 Lite Mole (2 over 2)	6

The Band Perry	
Contract	Per
FLY RIG Moving Plot	Per
Contract	Per
Symbol	Per



THE BAND PERRY

2015 Moving Light Requirements

Contact:

Earl Neal
Production Manager
615-403-8336
earl@inearsystems.com

Jay Waddell
Lighting Director
773-844-0224
waddell.jay@gmail.com

Local vendor to supply the following lighting equipment. (see plot for placement and trim heights)

- 9 Vari Lite VL3000 spots
- 14 Martin Mac Viper Profile (Ext Mode)
- 24 GLP X4 or Martin Mac Aura (US/MS/SR/SL) (Ext or Hi Res Mode)
- 12 Martin Mac Aura (DS Truss) (Ext mode)
- 9 Clay Paky Sharpy (20 Ch)
- 7 Martin Atomic Strobe
- 6 4 Lite Mole fay (2 over 2)
- 2 Grand MA2 Lite Lighting Console running **software version 3.0.0.5**
- 4 DF 50 Hazer with fans
- 6 1200w follow spot with color per plot
**Follow spots should be bright enough to generously light 3 principle artists
- 9 Double Muff Headsets at the following locations - 6 followspots, 2 FOH, 1 Dimmers
- 1 60' x 40' black backdrop hung on its own truss that can be moved independently of the rest of the rig.

All necessary dimming, cabling, rigging, safety equipment.

Notes:

Acceptable substitutions for moving profiles are Martin Mac 2000 Profile, Mac Viper, VL 3000. Beyond that please contact the Lighting Director to discuss options.

See plot for truss placement, measured from the DS edge of the stage, and trim heights will be determined on DOS with Lighting Director.

Follow spots should be located as close to center as possible and elevated from ground level to provide as close to a 45 degree angle throw to stage as possible.

It is the vendors responsibility to supply all necessary climbing hardware, fall arresters, climbing harnesses and safety gear to conform to national, stage, and local standards.

FRONT OF HOUSE should be located as close to center as possible directly behind the Audio Mix position on an 8' x 12' x 2' riser. Please provide 2 sturdy 8' tables on the riser, 2 chairs, and stairs to access the riser.

Please have a patch sheet prepared and emailed to the lighting director at least 14 days prior to the show date.

AI-1528

Item # 14.

Work Session and Regular Meeting

Meeting Date: 02/09/2016

Department: Fire

AGENDA CAPTION:

Discuss Zika Virus Public Health Information.

BACKGROUND:

The Zika virus causes disease in humans and is spread by mosquitos historically in emerging countries. The most common symptoms are fever, rash, joint pain, and red eyes. The illness is usually mild with symptoms lasting from several days to a week. The outbreak in Brazil has been carried into the United States by international travel. Staff is bringing this item to Council to share the Town's response in the event the disease appears in Addison.

RECOMMENDATION:

Information only, no action required

AI-1519

Item # 15.

Work Session and Regular Meeting

Meeting Date: 02/09/2016

Department: City Manager

AGENDA CAPTION:

Discuss And Consider Action Regarding **New Open Carry Regulations.**

BACKGROUND:

Beginning January 1, 2016, House Bill 910 will allow persons with a concealed handgun license, or persons who obtain a new license to carry a handgun, to carry a handgun either in a concealed manner or openly in a belt or shoulder holster. Town staff understands how important this transition will be to the community in regards to potential responses when Town staff encounters a person carrying a handgun. Employees must be properly trained to understand where and when handgun licensed persons can enter public property, where it is prohibited and what legal means we have to restrict access. Businesses need to be clear on the changes with the law and what they can do to prevent a licensed person from carrying a handgun on their property. Finally, citizens need to be educated on what legal behavior from handgun licensed holders is so they are not alarmed when they see open carry in public, and when to be alarmed and call 911.

RECOMMENDATION:

Staff requests Council input related to proposed employee manual changes.

Work Session and Regular Meeting**Meeting Date:** 02/09/2016**Department:** City Manager

AGENDA CAPTION:

Discuss And Consider Action Needed To **Adopt The Addison Athletic Club Master Plan.**

BACKGROUND:

The purpose of this item is to obtain guidance from the Council regarding how the Town should move forward with the Addison Athletic Club Master Plan as presented on June 9, 2015. Staff will be reviewing the elements of the Master Plan and will be seeking direction to determine if the Town should adopt, modify or shelve. If Council chooses to move forward with any or all of the elements of the Master Plan, staff will research multiple funding options to be considered and will request Council adoption of both the Master Plan and Financing Plan.

The Master Plan Committee's (MPC) goal was to develop recommendations to the Council that focus on future updates of the Addison Athletic Club. These updates would create a comfortable environment where fitness, wellness and recreation activities/programs are a priority, and can be adapted to the existing building footprint. This involved consideration of ideas to update the interior building appearance and functionality by re-purposing spaces based on the community's input.

The first step in the Master Plan process was to engage the community via social media and community focus group meetings to obtain as much feedback as possible. The survey process involved distribution of questionnaires in December 2014 developed by the Barker Rinker Seacat (BRS) Architecture representatives and staff. 112 paper surveys and 38 online surveys were received, with 52 residents participating in the focus group meetings held on December 3 and 4, 2014.

The 11-member Master Plan Committee was selected following the survey and focus group process. A series of four MPC charrette workshops were held over a four month period of time with BRS Architecture representatives and staff team members. The MPC recommended the Master Plan as presented to council at the June 9, 2015 work session. The estimated costs to upgrade and add new fitness elements to the Athletic Club was \$5.8M. The master plan included:

- 5,400 square feet of new programming space
- Updated HVAC system to reduce maintenance costs
- Welcoming lobby and upgraded interior
- Large flexible spaces to adapt to fitness trends
- Flexible locker rooms that support families, seniors and special needs

- Welcoming lobby and upgraded interior appearance

The MPC roster and the Addison Athletic Club Master Plan update from the June 2015 Council Work Session are attached.

RECOMMENDATION:

Staff requests direction from Council to bring forward a Resolution at a future meeting.

Attachments

Final Master Plan

MPC Roster

AAC Master Plan Council Update

June 9, 2015



ADDISON ATHLETIC CLUB

Master Plan Committee Goal

“Provide a Comprehensive Plan for the Addison Athletic Club, which focuses on creating a comfortable environment where fitness, wellness and recreation activities and programs are a priority”



ADDISON ATHLETIC CLUB



Master Plan Community Engagement Process

- Social Media
- Online Survey
- 2-Day Focus Group Meetings
- Paper Surveys
- Committee Meetings

Master Plan Committee Recommendations - Benefits

The Proposed Plan Provides:

- 5,400 square feet of new programmable space without expanding the existing building footprint
- 5 times the space for exercise and yoga classes
- 50 additional exercise machines to accommodate future growth
- Large flexible spaces to adapt to fitness trends and future programming needs
- Updated HVAC system to improve user experience
- Flexible locker rooms that support families, seniors and people with special needs
- Updated materials to improve the 'look and feel' while reducing maintenance needs
- A welcoming lobby to provide a 'living room' for the community

The plan also protects the Addison brand and supports increased property values



ADDISON ATHLETIC CLUB

Master Plan Committee Priorities

HVAC System Updates
Lobby/Core Building

High

Gymnasium & Track

Moderate

Locker Rooms/Changing Suites

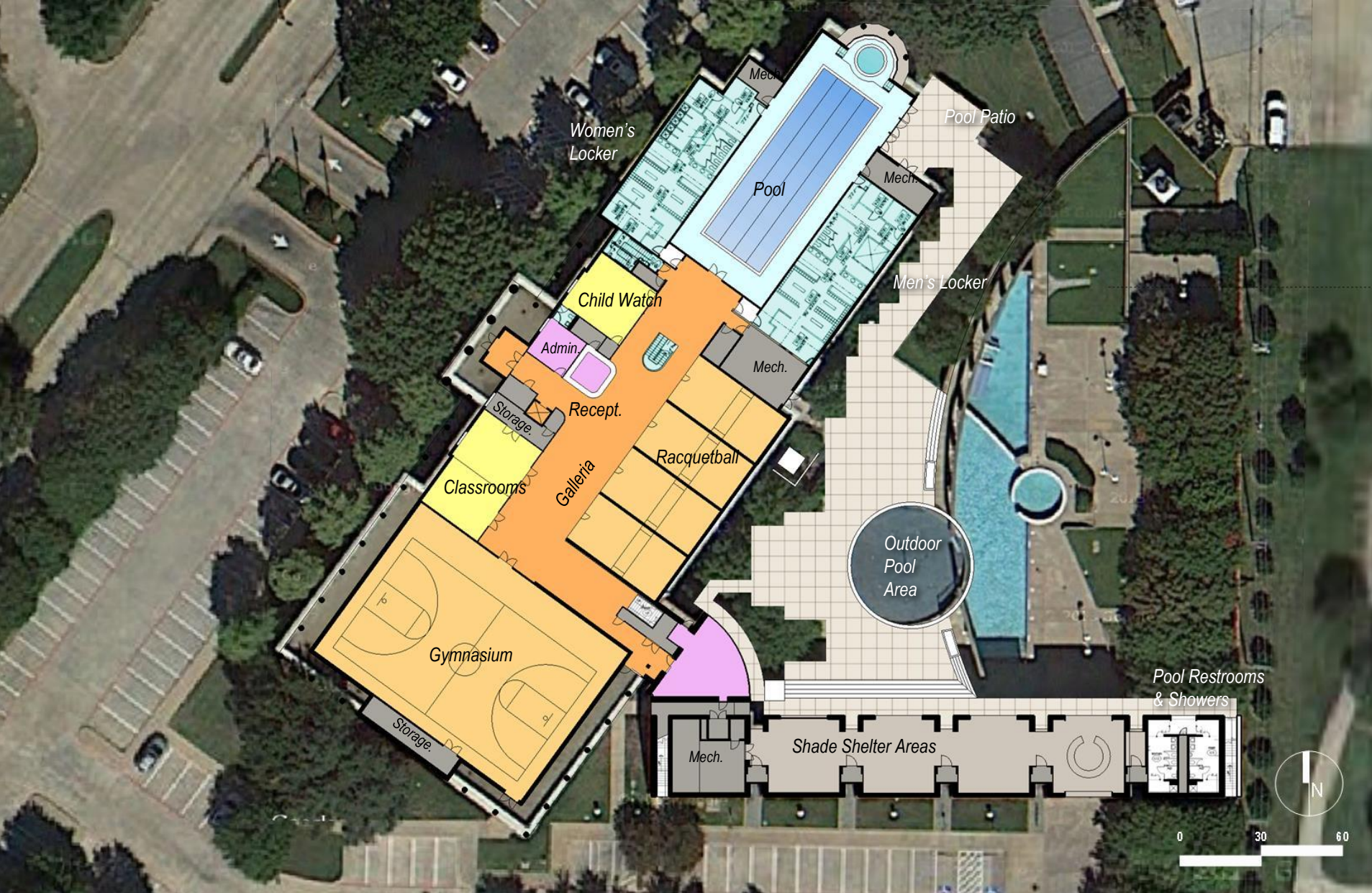
Multi-Use Room

Indoor Pool Upgrades

Low

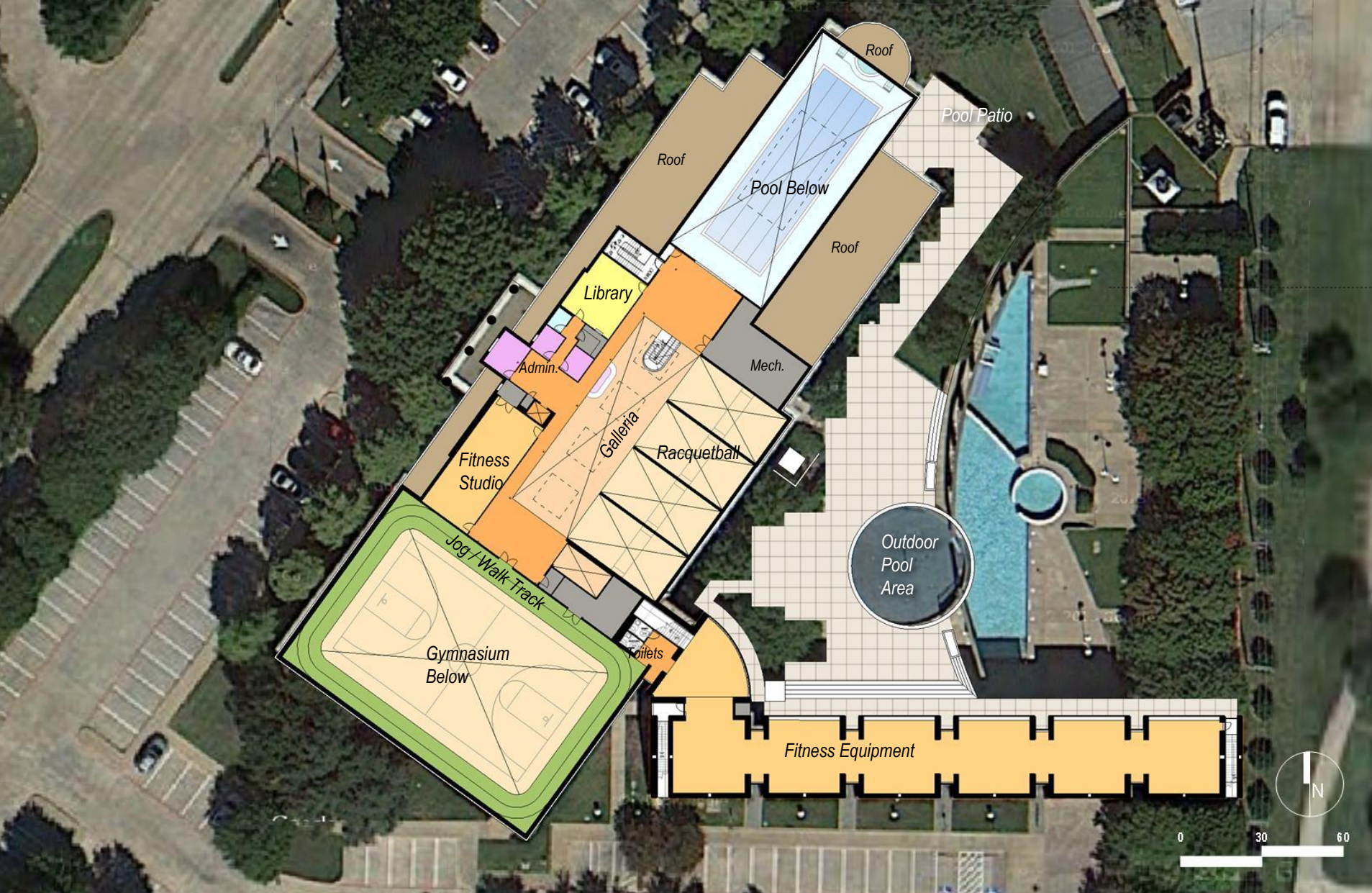
Lifeguards & Storage

Pool Shade Structure



EXISTING
LOWER LEVEL PLAN





EXISTING
UPPER LEVEL PLAN



ADDISON ATHLETIC CLUB





- Lobby / Core Building – 1st Floor**
- New reception desk
 - New lounge space and cafe
 - New fitness space
 - New game room
 - Expanded child watch room
 - New classroom space
 - Updated classroom and kitchen area
 - New administrative office suite
 - New elevator
 - Updated HVAC systems

ENTRY LEVEL PLAN



ADDISON ATHLETIC CLUB





- Lobby / Core Building – 2nd Floor**
- Infill much of open to below spaces
 - New fitness studio spaces
 - New fitness equipment loft spaces
 - New stretching and balance area
 - New personal fitness room
 - Updated library space
 - New restrooms
 - Additional storage
 - New elevator
 - Updated HVAC systems

UPPER LEVEL PLAN



ADDISON ATHLETIC CLUB





- Gymnasium & Track**
- Add storage room under porch
 - Add windows & skylights
 - New wall, ceiling paint
 - Acoustic panels
 - Replace rail at track
 - New track surface
 - Lighting, HVAC, & sound systems

ENTRY LEVEL PLAN



ADDISON ATHLETIC CLUB





- Gymnasium & Track**
- Add Storage Room under Porch
 - Add windows & skylights
 - New wall, ceiling paint
 - Acoustic panels
 - Replace rail at track
 - New track surface
 - Additional Storage Room
 - Lighting, HVAC, & sound systems

UPPER LEVEL PLAN



ADDISON ATHLETIC CLUB





Locker Rooms/Suites

- New Men's and Women's Locker Rooms
- 5 Family Type Changing Rooms
- Lounge Space in Changing Room Area
- All ADA Accessible

ENTRY LEVEL PLAN



ADDISON ATHLETIC CLUB





Multi-Use Room

- Re-purpose existing space
- Paint
- New floor finish
- Repair Windows
- Add Sound System

ENTRY LEVEL PLAN



ADDISON ATHLETIC CLUB





Indoor Pool Upgrades

- Expand deck area
- ADA upgrades
- Replace spa
- Paint & color & acoustic panels
- Banners / graphics

ENTRY LEVEL PLAN



ADDISON ATHLETIC CLUB





Lifeguards & Storage

- Enclose open structure
- Minimal new finishes
- HVAC work

ENTRY LEVEL PLAN



ADDISON ATHLETIC CLUB





- POOL Shade Structures**
- Shade fabric
 - Shade structure & foundation
 - Patio and rails
 - Picnic Tables / Seating Under Trees

ENTRY LEVEL PLAN





Skylights in Gymnasium

New Skylight at Lobby

Existing Pool Skylight

Enclose Life Guard Room

New Shade Shelters

New Gazebo

RECOMMENDED OPTION

AERIAL FROM EAST 



ADDISON ATHLETIC CLUB



Budget Summary -

\$5,757,900

Priority Improvement Zones

HVAC Equipment Replacement

Lobby/Core Building

Gymnasium & Track

Locker Rooms/Changing Suites

Multi-Use Room

Indoor Pool Upgrades

Lifeguards & Storage Enclosure

Pool Shade Structure & Patio

Accessibility Improvements Allowance

Owner Contingency

Soft Costs (Fees, Testing, FFE, etc.)



ADDISON ATHLETIC CLUB

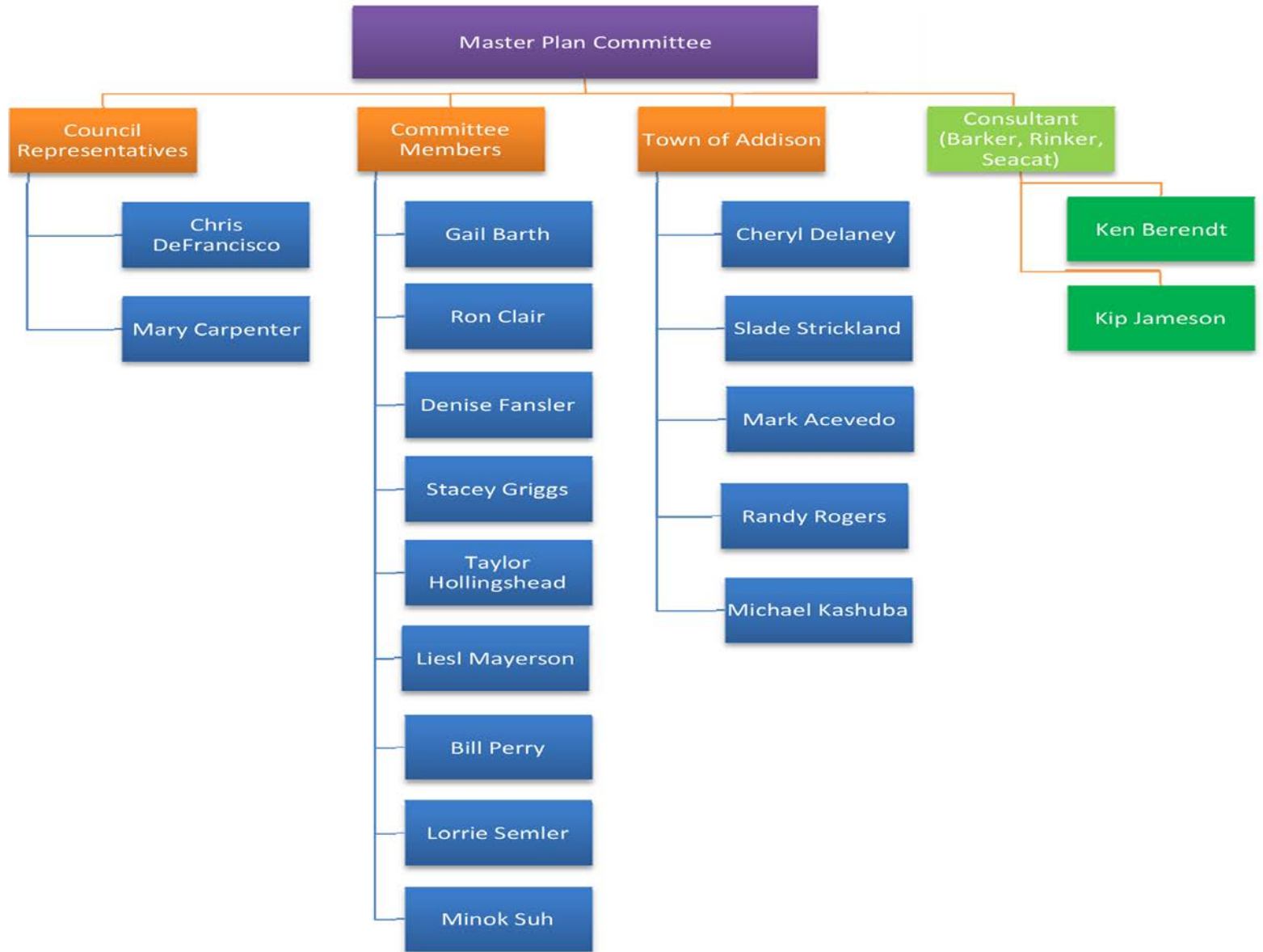


Master Plan Committee Recommendations - Benefits

The Proposed Plan Provides:

- 5,400 square feet of new programmable space without expanding the existing building footprint
- 5 times the space for exercise and yoga classes
- 50 additional exercise machines to accommodate future growth
- Large flexible spaces to adapt to fitness trends and future programming needs
- Updated HVAC system to improve user experience
- Flexible locker rooms that support families, seniors and people with special needs
- Updated materials to improve the 'look and feel' while reducing maintenance needs
- A welcoming lobby to provide a 'living room' for the community

The plan also protects the Addison brand and supports increased property values



AI-1521

Item # 17.

Work Session and Regular Meeting

Meeting Date: 02/09/2016

Department: City Manager

AGENDA CAPTION:

Discuss And Consider Action Needed To **Select The Next Special Area Study And Impacts On The Master Transportation Plan For The Town Of Addison.**

BACKGROUND:

At the Council Work Session on October 13, 2015, Council and staff discussed the Fiscal Year 2016 Program of Work for the Development Services Division of the Infrastructure and Development Services Department. In addition to the Master Transportation Plan Update, which is currently underway, funding is available for two special area studies. Staff is bringing this item back to Council to provide direction on which of these two should be started first. At the Work Session, the Council went through each of the potential areas identified by the 2013 Comprehensive Land Use Plan for additional study and selected the Midway Road Corridor and the Inwood Road Corridor to be conducted in Fiscal Year 2016.

For Fiscal Year 2016, the Development Services department budgeted for three special area studies to be conducted and completed. At this time, staff only has the ability to begin two in this fiscal year. The third will be the next in line for studies to conduct.

RECOMMENDATION:

Staff requests direction from Council on the Special Area Study.

AI-1525

Item # 18.

Work Session and Regular Meeting

Meeting Date: 02/09/2016

Department: City Manager

AGENDA CAPTION:

Closed (executive) session of the Addison City Council pursuant to:

Section 551.071, Tex. Gov. Code, to conduct a private consultation with its attorney(s) on a matter in which the duty of the attorney(s) to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Tex. Gov. Code, pertaining to

- **Sales Tax Collection**
- **The ponds or lakes at Vitruvian Park, located within the vicinity and east of the intersection of Vitruvian Way and Ponte Ave, and Farmers Branch Creek**
- **Town of Addison v. Landmark Structures I, L.P. and Urban Green Energy Cause No. DC-15-0761 44th Judicial District Court, Dallas County, Texas**

BACKGROUND:

N/A

RECOMMENDATION:

N/A

AI-1526

Item # 19.

Work Session and Regular Meeting

Meeting Date: 02/09/2016

Department: City Manager

AGENDA CAPTION:

RECONVENE INTO REGULAR SESSION: In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on matter discussed in Executive Session.

BACKGROUND:

N/A

RECOMMENDATION:

N/A
