



## REGULAR WORK SESSION & MEETING OF THE CITY COUNCIL

October 11, 2016

ADDISON TOWN HALL

5300 BELT LINE RD., DALLAS, TX 75254

5:15 PM DINNER & EXECUTIVE SESSION

6:00 PM WORK SESSION

7:30 PM REGULAR MEETING

### Executive Session

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

Section 551.071, Tex. Gov. Code, to conduct a private consultation with its attorney on a matter in which the duty of the attorney 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:

- **Western LOI/Sky B&B**

Section 551.072, Tex. Gov. Code, to deliberate the purchase, exchange, lease, sale or value of real property

- **4460 Belt Line Road, Addison, TX 75001**
- **4500 Belt Line Road, Addison, TX 75001**

Section 551.074, Tex. Gov. Code, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, pertaining to:

## • City Secretary Evaluation

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Reconvene from Executive Session

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2. **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.
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## WORK SESSION

3. Present And Discuss The American's With Disabilities Act Self-Evaluation And Transition Plan.
  4. Discussion Of A Partnership Opportunity Between The Town Of Addison And Charter Communication (Time Warner) To Provide WiFi Services At Addison Parks, Conference Centre, Treehouse, And Athletic Club.
  5. Present An Update On The Midway Road Reconstruction Project.
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## REGULAR MEETING

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### Pledge of Allegiance

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Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

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6. 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.

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**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.*

- 
7. Consider **Approval Of The September 29, 2016 Regular Meeting Minutes.**
- 
8. Consider Approval Of The **Purchase And Installation Of Eighteen (18) In-Car Video Camera Systems And Seventy-Four (74) Body Cameras Through Texas Department Of Information Resources (DIR) Contract With Coban Research And Technologies** In An Amount Not To Exceed \$225,213.
- 
9. Consider Approval Of The **Purchase And Installation Of Twenty-Seven (27) Panasonic Rugged Laptops And Accessories For Police Vehicles Through Texas Department Of Information Resources (DIR) Contract With ARC Government Solutions** In An Amount Not To Exceed \$126,926.81.
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10. Consider Approval Of A **Resolution Authorizing The City Manager To Enter Into An Agreement With The Texas Department Of Transportation To Participate In The Routine Airport Maintenance Program (RAMP) Grant For Airport Improvements At Addison Airport** In An Amount Not To Exceed \$50,000.
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11. Consider Approval Of A **Resolution Authorizing The City Manager To Enter Into An Agreement With The WaterTower Theatre For Use Of The Addison Theatre Centre.**
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12. Consider Approval Of A Resolution **Adopting A Revised Housing Policy For The Town of Addison.**
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13. Consider Approval Of A **Resolution Authorizing The City Manager To Enter Into An Events Sponsorship Agreement With DCO Reality, Inc., For The Purposes Of Sponsoring Events At Vitruvian Park To Include, But Not Limited To, The Vitruvian Nights Live, Vitruvian Salsa Nights And The Vitruvian Holiday Lights Display** In An Amount Not To Exceed \$185,000 For Fiscal Year 2016-17.
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14. Consider Approval Of An **Award Of Bid For The Purchase Of (1) 2017 Sutphen SPH-100 Aerial Platform Fire Truck, Under The Town's Inter-local Agreement With The Texas Local Government Purchasing Cooperative Known As BuyBoard** In The Amount Of \$1,171,870.76.
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Regular Items

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15. Presentation Regarding The **Carrollton-Farmers Branch Independent School District Budget And Financial Structure.**
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16. Present, Discuss And Consider Approval Of A **Resolution Approving Amending A Contract With Swagit Productions, LLC For The Purchase And Installation Of Three (3) Additional High Definition (HD) Broadcast And Streaming Systems At Town Hall Parlor, Treehouse, And The Conference Centre** In An Amount Not To Exceed \$199,867.65.
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17. Present, Discuss And Consider Approval Of A **Resolution Authorizing The City Manager To Enter Into A Professional Services Agreement With R.H.Shackelford, Inc., For Program/Project Management Services For Various Capital And Bond Projects** In The Amount Of \$235,004.70.
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18. Hold A Public Hearing, Discuss, And Consider Approval Of An **Ordinance Amending The Code Of Ordinances Of The Town Of Addison By Amending Appendix A - Zoning, Article XX (Special Uses), Section 1, Subsection A. (27), By Adding That A Special Use Permit For The Sale Of Beer And Wine For Off-Premises Consumption Only May Be Issued In Conjunction With The Issuance Of A Special Use Permit For A Hotel.** Case 1746-Z/Town of Addison.

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19. Hold A Public Hearing, Discuss, and Consider Approval Of An **Ordinance Changing The Zoning On Property Located At 4875 Belt Line Road, On The North Side Road of Belt Line Road In Between Quorum Drive And Addison Road, Which Property Is Currently Zoned C-2, Commercial-2, With A Special Use Permit For A Hotel, By Approving A Special Use Permit For The Sale Of Beer And Wine For Off-Premises Consumption Only.** Case 1745-SUP/Home2 Suites by Hilton.
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20. Hold A Public Hearing, Discuss, And Consider Approval Of An **Ordinance Amending Planned Development District O14-056 That Zoned Property Generally Located At 14675 Dallas Parkway, Located South Of Quorum Drive On The Tollway, In Order To Add The Sale of Alcoholic Beverages For On-Premises Consumption Only As A Use That May Be Authorized Upon The Issuance Of A Special Use Permit; And By Approving A Special Use Permit For The Sale Of Alcoholic Beverages For On-Premises Consumption Only.** Case 1748-Z/Tollway Center Cafe.
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21. Hold A Public Hearing, Discuss And Consider Approval Of An Ordinance **That Rezones Approximately 39.4 Acres Of Property Located At 17001 Addison Road, Located Near The Corner Of Addison Road And Sojourn Drive, Which Is Currently Zoned R-1, Residential-1, With A Special Use Permit For A Private School And Approximately 1.74 Acres Of Property Located At 4350 Sojourn Drive, Which Is Currently Zoned PD, Planned Development, In Order To Create A New Planned Development District Allowing A Private School and Approving A Concept Plan and Development Standards, On Application From Trinity Christian Academy.** Case 1738/Z/Trinity Christian Academy.
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22. Present, Discuss, Consider, And Provide Direction Related To The **Site Selection And Design Of The U.S. Customs and Border Protection Facility At Addison Airport.**
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23. Present, Discuss, Consider And Provide Direction Related To Action Needed To **Adopt The Addison Athletic Club Master Plan.**
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24. Discussion Regarding The Role Of The City Council In The Consideration And/Or Approval Of Severance Agreements Between The Town Of Addison And Town Employees.

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Adjourn Meeting

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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.

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Posted:  
Laura Bell, **DATE**, 5:00pm

**THE TOWN OF ADDISON IS ACCESSIBLE TO PERSONS WITH DISABILITIES.  
PLEASE CALL (972) 450-7090 AT LEAST  
48 HOURS IN ADVANCE IF YOU NEED ASSISTANCE.**

**AI-1929**

**1.**

**Work Session and Regular Meeting**

**Meeting Date:** 10/11/2016

**Department:** City Manager

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**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 on a matter in which the duty of the attorney 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:

- **Western LOI/Sky B&B**

Section 551.072, Tex. Gov. Code, to deliberate the purchase, exchange, lease, sale or value of real property

- **4460 Belt Line Road, Addison, TX 75001**
- **4500 Belt Line Road, Addison, TX 75001**

Section 551.074, Tex. Gov. Code, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, pertaining to:

- **City Secretary Evaluation**

**BACKGROUND:**

n/a

**RECOMMENDATION:**

n/a

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AI-1930

2.

**Work Session and Regular Meeting**

**Meeting Date:** 10/11/2016

**Department:** City Manager

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**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

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AI-1927

3.

**Work Session and Regular Meeting**

**Meeting Date:** 10/11/2016

**Department:** Infrastructure- Development Services

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**AGENDA CAPTION:**

Present And Discuss The **American's With Disabilities Act Self-Evaluation And Transition Plan.**

**BACKGROUND:**

The Town's Fiscal Year 2017 approved budget included \$300,000 in the Infrastructure Investment Fund for the development of an American's with Disabilities Act Self-evaluation and Transition Plan. Staff will provide an briefing on the Federal requirement, the Town's responsibility to meet that requirement, the proposed process, and the timeline and schedule of the development of the plan.

**RECOMMENDATION:**

Information only, no action required.

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AI-1736

4.

**Work Session and Regular Meeting**

**Meeting Date:** 10/11/2016

**Department:** Information Technology

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**AGENDA CAPTION:**

Discussion Of A **Partnership Opportunity Between The Town Of Addison And Charter Communication (Time Warner) To Provide WiFi Services At Addison Parks, Conference Centre, Treehouse, And Athletic Club.**

**BACKGROUND:**

To support the high demand for wireless coverage while balancing the needs of business, municipalities, residential lifestyle and communities Charter Communication (Time Warner) discreetly places WiFi equipment in many locations.

- Outdoor pedestrian areas
- Attached to buildings, rooftops, or light posts
- Inside malls, stadiums/arenas
- Campuses and municipalities
- Congregation areas such as parks and plazas

**Customized to blend anesthetically with environment**

Addison is one of few cities that Charter Communication (Time Warner) has chosen to deploy WiFi services. Below are a few benefits that Addison will receive from the proposed partnership:

- WiFi coverage in public spaces
- Free WiFi up to 60 mins per day
- Hardware included
- Indoor/outdoor WiFi Access Points (APs)
- Necessary cabling (Coax Ethernet) and power adapters
- Construction, installation and support

Charter Communication (Time Warner) will install, manage and support the network - at no cost to Addison. End user support through toll free number.

No impact on host property's own networks  
WiFi traffic segregated to dedicated bandwidth  
Bandwidth requirements scoped as part of design planning  
Management Portal with Reporting Tools

**RECOMMENDATION:**

Information only, no action required.

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**AI-1918**

**5.**

**Work Session and Regular Meeting**

**Meeting Date:** 10/11/2016

**Department:** Infrastructure- Development Services

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**AGENDA CAPTION:**

Present An **Update On The Midway Road Reconstruction Project.**

**BACKGROUND:**

The Midway Road reconstruction project was selected and the bond authorization voted on as part of the 2012 bond package. The amount approved for this project was \$16,000,000. Staff provided an update to Council on July 12, 2016, and August 15, 2016, to discuss the status of the project and overall budget. Staff will provide additional information based on the feedback from the August 15, 2016, Council meeting, as well as design and cost refinement options.

**RECOMMENDATION:**

Information only, no action required.

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AI-1926

7.

**Work Session and Regular Meeting**

**Meeting Date:** 10/11/2016

**Department:** City Secretary

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**AGENDA CAPTION:**

Consider **Approval Of The September 29, 2016 Regular Meeting Minutes.**

**BACKGROUND:**

The City Secretary has prepared the minutes for the Council's approval.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Minutes

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# DRAFT

## OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL WORK SESSION

September 29, 2016

Addison Town Hall, 5300 Belt Line Rd., Dallas, TX 75254

5:15 PM Executive Session

6:00 PM Work Session

7:30 PM Regular Meeting

Present: Mayor Meier; Mayor Pro Tempore Arfsten; Deputy Mayor Pro Tempore Hughes; Councilmember Angell; Councilmember Duffy; Councilmember Walden; Councilmember Wilcox

### Executive Session

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

Section 551.071, Tex. Gov. Code, to conduct a private consultation with its attorney on a matter in which the duty of the attorney 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

- **4800 Airport Parkway**
- **Open Meetings Act**
- **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 551.072, Tex. Gov. Code, to deliberate the purchase, exchange, lease, or value of real property, pertaining to

- **Potential Development on Claire Chennault On Addison Airport**

Council convened into Executive Session at 5:19 pm.

Councilmember Angell entered the Executive Session at 5:25 pm.

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Reconvene from Executive Session

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2. **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 recessed from Executive Session at 6:37 pm.

Mayor Pro Tempore Arfsten moved to authorize the City Manager or his designee to negotiate a Letter of Intent for potential development at the Jet Port on Claire Chennault at the Addison Airport. Deputy Mayor Pro Tempore Hughes seconded the motion. The vote was cast 7-0 in favor of the motion.

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**WORK SESSION**

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3. Present And Discuss **The Council Calendar For Meetings In October, November, December 2016 And January 2017.**

City Secretary, Laura Bell, presented the item to Council. The meeting for October 25 would need to be rescheduled due to the DART Board meeting that Council needs to attend. Also, the meetings in November and December had possible conflicts due to the holidays.

Council agreed to move the October 25 meeting to October 20. The two regular meetings in November will be November 8th and November 14th. The regular meeting in December will be on December 13th.

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4. Present and Discuss **The Proposed FY2017 Water Tower Theatre Use Agreement.**

Theatre Technical Specialist, Scott Guenther, presented the item to Council. He detailed the proposed changes to the agreement. He stated staff has spoken to the Theatre management and they have agreed on the terms of the agreement. This item will come back to Council for approval at the next meeting.

Council agreed with the terms of the agreement and the modifications that had been made from the previous agreement.

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## REGULAR MEETING

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### Pledge of Allegiance

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Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

---

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.

Neil Hewitt, 3756 Park Place, spoke regarding the stop signs at Beltway and Les Lacs and possible other systems that could go there to deter speeding instead.

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### 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.*

Councilmember Wilcox asked to pull item #6 & 12. Mayor Meier asked to pull item #8.

Mayor Pro Tempore Arfsten moved to approve items 7,9,10,11,13,14 & 15 as submitted. Councilmember Duffy seconded the motion. The vote was cast 7-0 in favor of the motion.



Item #6- Councilmember Wilcox stated that he felt that the caption for Item #4 on the September 13, 2016 agenda, alluded that the broadband connectivity had an increase in cost to users. Discussion regarding the intent of the item followed. While Council discussed the caption could not be changed at this time, the intent of change was agreed to in concept. Councilmember Wilcox moved to approve item #6 with a note stating that in the minutes it is reflected that there was no cost increase for the broadband connectivity and actually a cost benefit. Mayor Meier seconded the motion. The vote was cast 7-0 in favor of the motion.

Item #8- Mayor Meier stated that the agreement for Metrocrest Chamber needed to reflect Erin' Carney's name under the President title. Mayor Meier moved to approve item #8 with the name change to Erin Carney as President on the agreement. Mayor Pro Tempore Arfsten seconded the motion. The vote was cast 7-0 in favor of the motion.

Item #12- Councilmember Wilcox stated he was needing clarification regarding the portions of the agreement that covers fly-overs. Councilmember Wilcox stated that he thought the agreement should state that the fly-overs were during special events. Council discussed that the funding has been listed as general marketing expenses in the past. This year the bulleted list named specific things that funding would be used for. The funding purpose has not changed. Councilmember Wilcox moved to approve item #12 as submitted. Deputy Mayor Pro Tempore Hughes seconded the motion. The vote was cast 7-0 in favor of the motion.

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6. Consider **Approval Of The September 13, 2016 Regular Meeting Minutes.**

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7. Consider And Approve A **Resolution Authorizing The City Manager To Enter Into A Grant Funding Agreement With LaunchAbility** In An Amount Not To Exceed \$2,500.

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8. Consider And Approve A **Resolution Authorizing The City Manager To Enter Into A Grant Funding Agreement With Metrocrest Chamber Of Commerce** In An Amount Not To Exceed \$35,000.

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9. Consider And Approve A **Resolution Authorizing The City Manager To Enter Into A Grant Funding Agreement With Metrocrest Community Clinic** In An Amount Not To Exceed \$5,000.

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10. Consider And Approve A **Resolution Authorizing The City Manager To Enter Into A Grant Funding Agreement With Metrocrest Social Services** In An Amount Not To Exceed \$61,000.

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11. Consider And Approve A **Resolution Authorizing The City Manager To Enter Into A Grant Funding Agreement With The Family Place** In An Amount Not To Exceed \$12,000.

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12. Consider A **Resolution Authorizing The City Manager To Enter Into A Grant Funding Agreement With The Cavanaugh Flight Museum** In An Amount Not To Exceed \$50,000.

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13. Consider And Approve A **Resolution Authorizing The City Manager To Enter Into A Grant Funding Agreement With WaterTower Theatre** In An Amount Not To Exceed \$445,000.

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14. Consider And Approve A **Resolution Authorizing The City Manager To Enter Into A Grant Funding Agreement With The Addison Arbor Foundation** In An Amount Not To Exceed \$47,500.

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15. Consider An **Ordinance Amending The Code Of Ordinances By Amending Chapter 82 (Utilities), Article I (In General), Division 5 (Rates And Charges)By Amending Section 82-76 And Section 82-77 Increasing Sewer And Water Rates For All Customer Classifications.**

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## Regular Items

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16. Present, Discuss, And Consider Action Regarding An **Ordinance Amending The Town's Annual Budget For The Fiscal Year Ending September 30, 2016.**

Interim Chief Financial Officer, Scott Neills, introduced the item. Senior Analyst, Paul Debuff, presented the item and supporting information to Council.

Council discussed the amendments done earlier in the year and the projects included in the Special Projects fund.

Councilmember Walden moved to approve the item as submitted. Councilmember Angell seconded the motion. The vote was cast 7-0 in favor of the motion.

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17. Hold A Public Hearing, Present, Discuss, And Consider Action On **The Housing Policy For The Town of Addison.**

Assistant Director Development Services, Charles Goff, presented the item to Council. Mr. Goff stated after the last discussion with Council, staff was directed to bring back options for wording within the policy regarding possible amendments to the existing policy and to establish a process for the community to provide input on any changes. Mr. Goff stated this item now includes options for that wording.

Council discussed the amendments proposed.

Mayor Meier opened the Public Hearing.

Shelia Barkofske, 4130 Proton Dr, spoke against the amendments as presented allowing the opportunity of rezoning for apartments.

Mayor Meier closed the Public Hearing.

Mayor Meier moved to keep the current policy as written and not adopt the proposed changes. Councilmember Wilcox seconded the motion. The vote was cast 3-4 against the motion. Mayor Pro Tempore Arfsten, Councilmembers Angell, Walden and Duffy voted against.

Council discussed the item further offering wording changes to the proposed amendments.

Councilmember Angell moved to approve amendments as proposed. Councilmember Duffy seconded the motion.

Council continued to discuss the item.

Councilmember Angell withdrew his motion. Councilmember Angell then moved to direct staff to bring back a policy with the following amendments: Change the first bulletpoint in the policy to state: Where feasible and appropriate, new housing should increase the proportion of fee-simple ownership in Addison's housing mix. Apartment-only rezoning is unlikely to be approved, as currently the ratio of rental to ownership properties is higher than desired. And that the 5th bulletpoint would state: The City Council acknowledges

that there may be exceptional projects that do not comply with elements of this policy. The Council encourages developers and staff to pursue projects that represent the highest and best use of each property and that advance portions of this policy or other Town goals. Mayor Pro Tempore Arfsten seconded the motion. The vote was cast 7-0 in favor of the motion.

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18. Present And Discuss **Transportation Planning And The 2016 Master Transportation Plan Update.**

Assistant Director Development Services, Charles Goff, presented the item. Mr. Goff stated that this item is intended to be informational, give Council an update on the process and what to expect when the document is produced to Council.

Council discussed the item and thought the presentation was very informational.

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19. Present And Discuss **The Development Of The Addison Airport Southeast Quadrant Located Across Addison Road From Addison Circle Park; And Authorize The City Manager To Enter Into A Letter Of Intent With The Recommended Developer.**

Council convened into Executive Session at 9:55 pm.  
Council reconvened into regular session at 10:04 pm.

Infrastructure and Development Services Director, Lisa Pyles, presented the item to Council.

Council discussed the item as submitted.

Deputy Mayor Pro Tempore Hughes moved to concur with the selection of Addison Jet Center as the developer and direct the City Manager to negotiate and enter into a Letter of Intent with the proposed developer. Councilmember Wilcox seconded the motion. The vote was cast 7-0 in favor of the motion.

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Adjourn Meeting

The meeting was adjourned at 10:04 pm.

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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.

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\_\_\_\_\_  
Mayor-Todd Meier

Attest:

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City Secretary-Laura Bell

AI-1749

8.

**Work Session and Regular Meeting**

**Meeting Date:** 10/11/2016

**Department:** Information Technology

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**AGENDA CAPTION:**

Consider Approval Of The **Purchase And Installation Of Eighteen (18) In-Car Video Camera Systems And Seventy-Four (74) Body Cameras Through Texas Department Of Information Resources (DIR) Contract With Coban Research And Technologies** In An Amount Not To Exceed \$225,213.

**BACKGROUND:**

The existing in-car video systems and body cameras were purchased and installed in 2011. Since the last purchase the Police department has been contributing to the **Information Technology Internal Service Fund** on an annual basis. This fund allows the Town to replace systems including hardware and software on a regular basis in order to be adequately responsive to the increasing demands on the network. According to our equipment replacement program we are scheduled to replace In-Car video camera systems every 3 years. However, due to the low hardware failure rate we have been able to use the existing devices for five (5) years.

The Town will purchase the in-car video camera systems and body cameras from Coban Research and Technologies Inc. on a contract through the Texas Department of Information Resources (DIR). DIR is an agency that bids out services and products for its members to provide the leverage to achieve better pricing on products, equipment and services.

Addison is one of Coban's pioneer customers and since then they have delivered over 12,500 in-car digital video systems to agencies including LAPD, Chicago PD and Washington State Patrol. Their system is the most cost effective solution on the market with a complete video management tools, compact and flexible solution, simple to use, rugged design, unlimited pre-event recording options, intelligent wireless microphone design, and it offers the **Failsafe technology**.

**Failsafe technology is similar to a black box on an airplane.** It continuously records to the internal drive, while storing event-based video on the removable drive.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Body Cameras Quote

In-Car Video Cameras Quote

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11375 W. Sam Houston Parkway South #800  
 Houston, TX 77031  
 P. 281-925-0488 | F. 281-925-0535

Quotation Expiration: 60 Days  
 Terms: Net 30 Days  
 FOB Point: Destination

**Prepared for:** Addison Police Department (Addison, Texas)

**Address** PO Box 9010

**City, State** Addison, TX 75001

Quote #	Date
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738611-M 8/30/2016

Prepared by:
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LaMonica Archer (281-900-3500)

COBAN ECHO BODY WORN CAMERA		List Price	Quoted	Quantity	Total
ECHO-01	COBAN ECHO Body Worn Camera Package (Includes: ECHO Camera, 110v Wall Adapter, USB Cable, Spring Clip, 1 year factory warranty)	\$466.00	\$ 407.00	74	\$30,118.00
ECHO-CLU-001	ECHO 3-Year, All-Inclusive Local Storage Plan Includes 3-year software/support license and warranty, and one replacement camera at the end of 2nd year.	\$1,100.00	\$ 857.00	74	\$63,418.00
ECHO-03	ECHO IR CLIP Camera	\$120.00	\$ 101.00	2	\$202.00
ECHO-05	ECHO Single Bay Vehicle/Office Upload/Charging Cradle (incl.CABLE- USB 16FT EXTENSION W/ REPEATER for EDGE/M7 Integration)	\$120.00	\$ 101.00	18	\$1,818.00
ECHO-04	ECHO 6-Bay Upload/Charging Cradle	\$578.00	\$ 505.00	12	\$6,060.00
ECHO-016	ECHO Magnet Z-Clip	\$25.00	\$ 20.00	74	\$1,480.00
SHIPPING		List Price	Quoted	Quantity	Total
LFEE-053	Shipping - Fusion or 6-bay dock for bodycam	\$25.00	\$ 25.00	6	\$150.00
LFEE-054	Shipping - Bodycam or single/double dock for bodycam	\$15.00	\$ 15.00	74	\$1,110.00

Total List	\$128,330.00
Line Item Discount	-\$23,974.00
Subtotal	\$104,356.00
Additional Discount (s)	-\$1,480.00
Taxes (if applicable)	
<b>GRAND TOTAL</b>	<b>\$102,876.00</b>

**Terms /Conditions / Assumptions:**

1. If required, bid bond, performance bond, permits and fees will be at additional costs.
2. A tax exempt number will be provided upon acceptance of this proposal.





11375 W. Sam Houston Parkway South #800  
Houston, TX 77031  
P. 281-925-0488 | F. 281-925-0535

Quotation Expiration: 60 Days  
Terms: Net 30 Days  
FOB Point: Destination

Prepared for: **Addison Police Department (Addison, Texas)**

Address: **PO Box 9010**

City, State: **Addison, TX 75001**

Contact: **Hamid Khaleghipour**

Quote #	Date
755582-2	6/14/2016

Prepared by:

LaMonica Archer (281-900-3500)

COBAN IN-CAR SYSTEM - EDGE-HD		List Price	Quoted	Quantity	Total
SYSED-05	EDGE Hi-Def IN-CAR SYSTEM 5.7" touchscreen monitor GPS Smart Power Module (SPM) w/ UPS 8 GB internal SSD OS drive 64 GB internal SSD Fail-Safe drive 64 GB removable SSD Front facing HD color camera Backseat wide angle IR camera Wireless microphone Covert backseat microphone Internal 802.11 a/g/n/ac wireless card Three year limited hardware warranty	\$5,672.00	\$ 4,944.00	18	\$88,992.00
MZZ-01	Adapter Plate (required for all cars, except for Ford Crown Victoria and 2012 Dodge Charger)	\$110.00	\$ 95.00	17	\$1,615.00
SCPKB-DRA-0100	G5 Wireless Microphone Package (Includes: Transmitter, Battery, Lapel Mic, Antenna, Charger, AC/DC Adapters for charger and Leather Holster.)	\$407.00	\$ 355.00	10	\$3,550.00
STANDARD EXTENDED HARDWARE WARRANTY		List Price	Quoted	Quantity	Total
WARR-E4	EDGE Fourth Year Extended Warranty	\$460.00	\$ 400.00	18	\$7,200.00
WARR-E5	EDGE Fifth Year Extended Warranty	\$632.00	\$ 550.00	18	\$9,900.00
DVMS - SOFTWARE MAINTENANCE AND TECHNICAL SUPPORT		List Price	Quoted	Quantity	Total
WLIC-01	COBAN DVMS SOLUTION (Software License with First Year Technical Support )	\$265.00	\$ 250.00	18	\$4,500.00
WMAIN-110	COBAN DVMS SOLUTION ANNUAL RENEWAL (Software Maintenance and Technical Support )	\$290.00	\$ 225.00	36	\$8,100.00
SHIPPING		List Price	Quoted	Quantity	Total
LFEE-050	Shipping - In-Car Equipment (EDGE, M7 MDC, M7 VMDC, ALPR)	\$50.00	\$ 50.00	18	\$900.00

Total List	\$143,802.00
Line Item Discount	-\$19,045.00
Subtotal	\$124,757.00
Trade in & Bundle discount	
Additional Discount (s)	-\$2,420.00
Taxes (if applicable)	
<b>GRAND TOTAL</b>	<b>\$122,337.00</b>

Terms /Conditions / **Assumptions:**

1. If required, bid bond, performance bond, permits and fees will be at additional costs.
2. A tax exempt number will be provided upon acceptance of this proposal.

**Work Session and Regular Meeting****Meeting Date:** 10/11/2016**Department:** Information Technology**AGENDA CAPTION:**

Consider Approval Of The **Purchase And Installation Of Twenty-Seven (27) Panasonic Rugged Laptops And Accessories For Police Vehicles Through Texas Department Of Information Resources (DIR) Contract With ARC Government Solutions** In An Amount Not To Exceed \$126,926.81.

**BACKGROUND:**

The existing rugged laptops were purchased and installed in 2011. Since the last purchase the Police department has been contributing to the **Information Technology Internal Service Fund** on an annual basis. This fund allows the Town to replace systems, including hardware and software, on a regular basis in order to be adequately responsive to the increasing demands on the network. According to our equipment replacement program we are scheduled to replace the Mobile Data Computer (MDC) every 3 years. However, due to the low hardware failure rate we have been able to use the existing devices for last five (5) years.

Due to needed functionalities, a unique operating environment, and limited real estate to operate these devices a decision was made not to release a RFP to purchase these devices. Instead, we began evaluating two (2) different Systems from Panasonic and Getac. These devices were installed in selected police cruisers and were tested by the committee members for almost 3 months.

The main objective for this committee was to select a solution that offers:

1. Ease-of-usage and environment-friendly devices which were the main concerns for the police officers,
2. Flexibility, compatibility, modularity, reliability, adaptability, and scalability which was the Information Technology Staff's concern.

Committee members were very happy with the performance of the Panasonic laptops and they recommend the Panasonic CF-31 and CF-54 Toughbook models.

The Town will purchase the laptops from Panasonic on a contract through the Texas Department of Information Resources (DIR). DIR is an agency that bids out services and products for its members to provide the leverage to achieve better pricing on products, equipment and services.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Rugged Panasonic Laptops Quote

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**Quote #: 5034-04**

**Account Manager:** John D. Rowell

**Expiry Date:** 07-Oct-16

**Notes:** 5034-01

**To:** Town of Addison  
 PO Box 9010  
 Addison Texas 75001  
 United States  
 ATTN:Accounts Payable

Quantity	Model	Description	Unit	Extended
5.00	CF-20C0-00VM	DIR-TSO-2520 Public Sector Specific - Elite RFID, Win10 Pro, Intel Core m5-6Y57 1.10 GHz, vPro, 10.1 in WUXGA 10-pt Gloved Multi Touch+Digitizer, 8GB, 256GB SSD, Intel WiFi a/b/g/n/ac, TPM, Bluetooth, Dual Pass (Ch1:WWAN/Ch2:WWAN), 2D Bar Laser (N6603), Contactless Smartcard/NFC, Webcam, 8MP Cam, Bridge Battery, Emissive Backlit Keyboard, Toughbook Preferred, 3 Year Public Sector Service and Support Package  NON RETURNABLE	\$3,376.16USD	\$16,880.80USD
20.00	CF-3113-00VM	DIR-TSO-2520 Public Sector Specific - Premium, Win10 Pro COA, Intel Core i5-5300U 2.30GHz, vPro, 13.1" XGA Touch, 8GB(4+4), 256GB SSD, Intel WiFi a/b/g/n/ac, TPM, Bluetooth, Dual Pass (Upper:WWAN/Lower:Selectable), 4G LTE Multi Carrier (EM7355), GPS, Webcam, Emissive Backlit Keyboard, No DVD Drive, Toughbook Preferred, 3 Year Public Sector Service and Support Package	\$3,573.46USD	\$71,469.20USD
2.00	CF-54F5-01VM	DIR-TSO-2520 Public Sector Specific - Elite RFID, Win10 Pro, Intel Core i5-6300U 2.40GHz, vPro, 14.0" FHD, Gloved Multi Touch, 256GB SSD, 8GB(4+4), Intel WiFi a/b/g/n/ac, TPM, Bluetooth, 4G LTE Multi Carrier (EM7355), Dual Pass (Ch1:GPS/Ch2:WWAN), GPS, Contactless Smartcard/NFC, Emissive Backlit Keyboard, DVD Multi-drive, Webcam, Toughbook Preferred, 3 Year Public Sector Service and Support Package  NON RETURNABLE	\$2,895.06USD	\$5,790.12USD
27.00	CF-SVCPSY5	DIR-TSO-2520 PANASONIC : 4th and 5th years Public Safety Service Bundle Add on (Year 4 & 5 only). Must be purchased in conjunction with PS bundle base unit. Includes Premier, Protection Plus, Customer Portal, Disk Image Management, HDD No Return	\$560.15USD	\$15,124.05USD
18.00	DS-PAN-112-2	DIR-SDD-1934 TOUGHBOOK CERTIFIED DOCKING STATION FOR PANASONIC CF-30/31 LAPTOPS W/ POWER SUPPLY - DUAL HIGH GAIN	\$752.28USD	\$13,541.04USD
40.00	RDR-179-01	NON Contract pcProx 82 Series 13.56 CSN; Black; Vertical USB Nano Reader	\$90.54USD	\$3,621.60USD
100.00	CRD-503-100	NON Contract iClass Key Fob (13.56 MHz)	\$5.00USD	\$500.00USD

**Approved By:** Jeremy Kling

Payment Term: N30

For questions regarding this quote, please contact your sales representative at 512-452-0651. This quote is valid for 30 days unless otherwise noted.

These prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. All prices are subject to change without notice. Supply subject to availability.

<b>Product Total:</b>	\$126,926.81USD
<b>Project Services:</b>	\$0.00USD
<b>Shipping And Handling:</b>	\$0.00USD
<b>Total:</b>	<u>\$126,926.81USD</u>

AI-1861

10.

**Work Session and Regular Meeting**

**Meeting Date:** 10/11/2016

**Department:** Infrastructure- Development Services

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**AGENDA CAPTION:**

Consider Approval Of A **Resolution Authorizing The City Manager To Enter Into An Agreement With The Texas Department Of Transportation To Participate In The Routine Airport Maintenance Program (RAMP) Grant For Airport Improvements At Addison Airport** In An Amount Not To Exceed \$50,000.

**BACKGROUND:**

The Town of Addison annually receives a Routine Airport Maintenance Program (RAMP) grant administered by the Texas Department of Transportation (TxDOT), Aviation Department under the State Block Grant program. Maintenance projects on the airport such as, pavement repairs, pavement markings, general maintenance, are eligible for this grant. This year staff has earmarked the grant to be used for various pavement improvements.

The grant will be a 50/50 matching grant, \$50,000 TxDOT Funds and \$50,000 Town of Addison Airport Funds. The funds required for the Town's share is budgeted and available in the Airport fund.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Resolution

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**TOWN OF ADDISON, TEXAS  
RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS ACCEPTING R.A.M.P. FUNDS FROM THE TEXAS DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS TO THE ADDISON AIRPORT, AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY CONTRACTS AND AGREEMENTS AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Addison, hereinafter referred to as Sponsor, intends to make certain improvement to the Addison Airport; and

**WHEREAS**, the general description of the project is described as: Airport Improvements (Taxiway Improvements & AWOS Maintenance); and

**WHEREAS**, the Sponsor is currently eligible for R.A.M.P. funds of \$50,000; and

**WHEREAS**, the Sponsor has available and will provide at least 50% of the project costs with local funds;

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

**Section 1.** The Sponsor hereby accepts R.A.M.P. funds from the Texas Department of Transportation for these improvements, a copy the Texas Department of Transportation Grant for Routine Airport Maintenance Program is attached to the Resolution as **Exhibit A** and is hereby approved and the City Manager is authorized to execute the Grant.

**Section 2.** The Sponsor hereby directs Wesley S. Pierson, City Manager to execute on behalf of the Sponsor, at the appropriate time, and with the appropriate authorizations of this governing body, all contracts and agreements with the Texas Department of Transportation, and such other parties as shall be necessary and appropriate for the implementation of the improvements to the Addison Airport.

**Section 3.** 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 11<sup>th</sup> day of October, 2016.

\_\_\_\_\_  
Todd Meier, Mayor

ATTEST:

By: \_\_\_\_\_  
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Brenda N. McDonald, City Attorney



# EXHIBIT A

## TEXAS DEPARTMENT OF TRANSPORTATION GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM

(State Assisted Airport Routine Maintenance)

TxDOT Project ID: M1718ADDS

### Part I - Identification of the Project

TO: The Town of Addison, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the Town of Addison, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the Addison Airport.

### Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for fifty percent (50%) of the eligible project costs for this project or \$50,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

## EXHIBIT A

**Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.**

Work shall be accomplished by August 31, 2017, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.
5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 50% of allowable charges.

## EXHIBIT A

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

### Part III - Sponsor Responsibilities

1. In accepting this Grant, if applicable, the Sponsor guarantees that:
  - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
  - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
  - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
  - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
  - e. it shall not enter into any agreement nor permit any aircraft to gain direct ground access to the sponsor's airport from private property adjacent to or in the immediate area of the airport. Further, Sponsor shall not allow aircraft direct ground access to private property. Sponsor shall be subject to this prohibition, commonly known as a "through-the-fence operation," unless an exception is granted in writing by the State due to extreme circumstances; and
  - f. it shall not permit non-aeronautical use of airport facilities without prior approval of the State; and
  - g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
  - h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
  - i. an Airport Fund shall be established by resolution, order or ordinance in the

## EXHIBIT A

treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and

- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
  - k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.
  - l. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.
- 2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
  - 3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

## EXHIBIT A

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

### PART IV - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
  - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
  - b. enter into contracts as necessary for execution of scope of services;
  - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an

## EXHIBIT A

irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;

- d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
- e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- f. reimburse sponsor for approved contract maintenance costs no more than once a month.

### PART V - Recitals

1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.
3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
  - a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or

## EXHIBIT A

orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.

- b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

# EXHIBIT A

## Part VI - Acceptances

### Sponsor

The Town of Addison, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
The Town of Addison, Texas  
Sponsor

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Sponsor Signature

\_\_\_\_\_  
Witness Title

\_\_\_\_\_  
Sponsor Title

### Certificate of Attorney

I, \_\_\_\_\_, acting as attorney for the Town of Addison, Texas, do certify that I have fully examined the Grant and the proceedings taken by the Sponsor relating to the acceptance of the Grant, and find that the manner of acceptance and execution of the Grant by the Sponsor, is in accordance with the laws of the State of Texas.

Dated at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Attorney's Signature

\_\_\_\_\_  
Witness Title



# EXHIBIT A

## Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS  
TEXAS DEPARTMENT OF TRANSPORTATION

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

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

# EXHIBIT A

**Attachment A  
Scope of Services  
TxDOT Project ID: M1718ADDS**

<b>Eligible Scope Item:</b>	<b>Estimated Costs Amount A</b>	<b>State Share Amount B</b>	<b>Sponsor Share Amount C</b>
GENERAL MAINTENANCE	\$100,000.00	\$50,000.00	\$50,000.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>	<b>\$100,000.00</b>	<b>\$50,000.00</b>	<b>\$50,000.00</b>

Accepted by: The Town of Addison, Texas

\_\_\_\_\_  
Signature

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

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

GENERAL MAINTENANCE: As needed, Sponsor may contract for services/purchase materials for routine maintenance/improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide/application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

**Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.**

# EXHIBIT A

## CERTIFICATION OF AIRPORT FUND

TxDOT Project ID: M1718ADDS

The Town of Addison does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

\_\_\_\_\_  
The Town of Addison, Texas  
(Sponsor)

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

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

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

### Certification of State Single Audit Requirements

I, \_\_\_\_\_, do certify that the Town of Addison will comply with all  
(Designated Representative)  
requirements of the State of Texas Single Audit Act if the Town of Addison spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the Town of Addison will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# EXHIBIT A

## DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT Project ID: M1718ADDS

The Town of Addison designates, \_\_\_\_\_  
(Name, Title)

as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

\_\_\_\_\_  
The Town of Addison, Texas  
(Sponsor)

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

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

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

## DESIGNATED REPRESENTATIVE

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Overnight Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone/Fax Number: \_\_\_\_\_

\_\_\_\_\_

Email address: \_\_\_\_\_

AI-1901

11.

**Work Session and Regular Meeting**

**Meeting Date:** 10/11/2016

**Department:** City Manager

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**AGENDA CAPTION:**

Consider Approval Of A **Resolution Authorizing The City Manager To Enter Into An Agreement With The WaterTower Theatre For Use Of The Addison Theatre Centre.**

**BACKGROUND:**

During the work session of the September 29, 2016, regular Council meeting, City Council was presented with the proposed changes to the Fiscal Year 2017 Use Agreement with the WaterTower Theatre (WTT) for its rental occupancy of the Addison Theatre Centre. Updates to the Use Agreement include:

- Moving from an annual lease to a multi-year lease
- A year-to-year increase in show rental pricing
- Inclusion of the Town's Americans with Disabilities Act (ADA) seating policy and compliance
- Charge-backs to WTT for alarm code changes and lost keys

The WTT has been the primary resident company and lessee of the Addison Theatre Centre since 1996. Historically, any changes to the Use Agreement would be negotiated between the City Manager's Office and WTT. The agreement would then be brought to Council for final approval and adoption by resolution. The Use Agreement is similar to a standard lease agreement that allows the lessee (WTT) to rent space and pay a monthly rent to the lessor, property owner, and manager (Town of Addison).

Staff is bringing the resolution forward to adopt the Fiscal Year 2017 Use Agreement for WTT.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Resolution

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**TOWN OF ADDISON, TEXAS**

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

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A USE AGREEMENT BETWEEN THE TOWN AND THE WATERTOWER THEATRE, INC. FOR THE USE OF THE ADDISON THEATRE CENTER; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the Town of Addison, Texas (“City Council”) has investigated and determined that it is in the best interest of the Town of Addison, Texas (“Town”) to utilize public property such as the Addison Theatre Center in an effective manner; and

**WHEREAS**, the City Council has further investigated and determined that it is beneficial to allow a reputable theatre company to use the Addison Theatre Center on an annual basis to achieve this goal; and

**WHEREAS**, WaterTower Theatre, Inc. is a reputable company who’s history demonstrates capability in the use of the Addison Theatre Center; and

**WHEREAS**, as a result, the City Council desires to enter into this Use Agreement, whereby the Town and Water TowerTheatre, Inc. may contractually agree on the terms and conditions of use of the Addison Theatre Center (“Use Agreement”).

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

**Section 1.** The Use Agreement between the Town and WaterTower Theatre, Inc., a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute said 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 11<sup>th</sup> day of October, 2016.

\_\_\_\_\_  
Todd Meier, Mayor

ATTEST:

By: \_\_\_\_\_  
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Brenda N. McDonald, City Attorney

# EXHIBIT A

## AGREEMENT FOR THE USE OF THE ADDISON THEATRE CENTRE

**THIS AGREEMENT** is between the Town of Addison, a municipal corporation, of Dallas County, Texas (“TOWN”) and the WaterTower Theatre, Inc. (“WTT”), a Texas nonprofit corporation with its principal place of business at Addison Theatre Centre, Addison, Dallas County, Texas.

**WHEREAS**, the TOWN has as one of its purposes the establishment, maintenance, promotion, and operation of cultural facilities for the benefit of the public; and

**WHEREAS**, the TOWN has constructed a theatre (Theatre Centre) in the furtherance of such purposes; and

**WHEREAS**, the Theatre Centre is located upon real estate as shown in Exhibit A which is attached and made a part of this Agreement; and

**WHEREAS**, the TOWN and WTT intend that the Theatre Centre will provide office space together with access to rehearsal and performance space, as well as serve as an outstanding performance facility that will attract other prominent performing groups and individuals to Addison; and

**WHEREAS**, the TOWN and WTT desire to enter into an agreement whereby WTT would be a user of the Theatre Centre with scheduling rights as defined in this document;

**NOW, THEREFORE**, in consideration of the mutual covenants and terms and conditions set forth herein, the TOWN and WTT agree as follows:

### SECTION 1

#### PURPOSE; THEATRE CENTRE DEFINED

(a) The purpose of this Agreement is to state the terms and conditions under which WTT will use and occupy the described portions of the Theatre Centre and to describe the responsibilities of the TOWN in the operation and management of the Theatre Centre.

(b) As used in this Agreement “Theatre Centre” means the structure shown in Exhibit A. The areas indicated in Exhibit A shaded in blue denote the areas that are accessible to the lessee of the main theatre space. “Administrative Offices” shall mean those certain offices located in the Theatre Centre designated by the City Manager of the TOWN (the “City Manager”) for use by WTT, solely for WTT’s administrative activities, and set out on the plans, as attached Exhibit A denoted in red, as such space may be increased on the reasonable request of WTT and with the reasonable approval of the TOWN.

(c) WTT, its employees, agents, patrons, and invitees shall have a nonexclusive license to use the common areas designated on Exhibit A attached hereto but such license shall at all times be subject to the exclusive control and management by the TOWN. WTT hereby

agrees to be bound by and to comply with such reasonable rules and regulations as the TOWN may establish with respect to the use of such common areas. The TOWN agrees to inform WTT in writing of such rules and regulations, and of any changes to such that might occur. The term “common areas” shall include but not be limited to parking area, walkways, green areas and landscaped areas. The TOWN understands that WTT may, from time to time, wish to utilize the “common areas” as a part of or for performances. WTT agrees to inform the TOWN as prescribed in Section 4(c) of this agreement of the intent to use such common areas for theatrical performances or for other events. The TOWN and WTT agree to cooperate with the other in the event that the “common areas” are used for theatrical performances or events related to the conference center or any other event sponsored by the TOWN.

## SECTION 2

### LEASE OF THEATRE CENTRE

The TOWN, upon the terms and conditions contained herein, agrees to allow WTT use of, in accordance with the use and occupancy provisions of this Agreement, those facilities and areas within the Theatre Centre that are needed from time to time for its various activities including but not limited to performances, rehearsals, auditions, meetings, administration, ticket and merchandise sales, library, dressing, storage, and such other activities as approved by the Conference and Theatre Centre General Manager (hereafter “Manager”), in writing, and as further set forth on the Theatre and Conference Center’s Master Booking Calendar. WTT shall furnish, in writing no later than May 1st of each year, schedules setting out all dates, times and spaces needed. Any modifications to the schedules shall be discussed with WTT with a firm calendar schedule in place by May 15<sup>th</sup>. Schedules may be updated from time to time upon prior written notice from WTT to the TOWN and the Town’s approval of such updated schedules. The TOWN agrees to provide written confirmation of WTT’s use of spaces, on the dates and times requested, if such spaces are available when requested.

## SECTION 3

### TERM AND TERMINATION

(a) The term of this Agreement is for a period beginning on the 1<sup>st</sup> day of October 2016, and continuing until September 30, 2021, unless the term is extended or earlier terminated, as provided herein.

(b) The TOWN may terminate this Agreement at any time if:

(i) WTT fails to make any payment required under this Agreement within ten (10) business days after written notification of delinquency of payment by the TOWN; or

(ii) WTT violates any other provision of this Agreement and fails to begin correction of the violation within twenty-five (25) days of written notification of the violation from the TOWN and fails to accomplish correction within a reasonable period thereafter; or

(iii) For any reason or no reason if the TOWN shall give WTT sixty (60) days written notice; or



(iv) WTT fails to comply with any term of the 2016-2021 Contract for Services between the Town of Addison and Water Tower Theatre Company within thirty (30) days after written notice of such failure to comply from the TOWN.

(c) WTT may terminate this Agreement by giving the City Manager written notice sixty (60) days or more in advance of the termination date.

(d) This Agreement may be renewed and extended for one (1) additional term of five years beginning October 1, 2021, and ending September 30, 2026 upon the express written consent of the TOWN and WTT, given within ninety (90) days of October 1, 2021.

#### SECTION 4

##### USE AND OCCUPANCY BY WTT

(a) *Office Areas.* During the term of this agreement, WTT has the use of the defined office space, as set out in Section 1(b) above and attached.

(b) *Schedule of Uses.* The proposed dates, times, and spaces requested by WTT in connection with shows or events to be produced by WTT during the term of this Agreement shall be provided to the TOWN within five (5) days of the execution of this Agreement, and if approved by the TOWN, shall be incorporated into this Agreement as Exhibit B for all purposes. All required spaces must be reserved by WTT in advance including but not limited to those portions of the Theatre Centre referred to as the Main Space, Studio Theatre, and Lobby for all events. This includes the use of space for staging purposes such as auditions. The sole exception to this requirement is the period of time that is one week following the September/October show and the July/August show. On these two shows only, a one week possible extension will be noted on the WTT calendar and held for the possibility of extension. If the extension occurs WTT will pay the normal rental fees as stated in Exhibit C, attached hereto and incorporated herein for all purposes. If the extension is not needed, no fee will be charged. WTT shall notify the Manager in writing no later than ninety days (90) prior to the show or event of their intent to use or release the space. The Manager shall review such dates, times, and spaces proposed in the WTT Schedule of Use and confirm the same, in writing, to WTT. WTT is hereby advised that spaces in the Theatre Centre are available on a "first come" basis and are confirmed by notice in writing from the Manager and receipt by the TOWN of the payment for the required fees. Once dates are confirmed, they may not be cancelled by WTT in the Main Space.

(c) *Box Office.* Box Office will be open and manned continuously during the following dates and times:

(i) During WTT Production/Presentation of Show Weeks:

Monday	Closed
Tuesday – Saturday	12:00 P.M. – 6:00 P.M.

Performance Days	One hour prior to each performance through the intermission of that performance
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(ii) During WTT Non-Production/Presentation of Show Weeks:

Saturday/Sunday/Monday	Closed
Tuesday – Friday	12:00 P.M.-6:00 P.M.

When WTT is producing or presenting an event, WTT must provide members of its staff to oversee the event from start to finish. A WTT representative must be on the premises throughout the duration of the event, including production days. Without in any way limiting any provision of this Agreement, in the event an emergency or urgent situation arises at or about the Theatre Centre while WTT is producing or presenting an event, WTT shall take such steps as are prudent and necessary to immediately respond to the emergency, including, without limitation, causing patrons at the Theatre Centre to vacate the premises and contacting the emergency services of the Town of Addison.

No performances may take place in the facilities during Town Sponsored special events. Limited use of the facilities MAY be granted at the Manager's discretion for rehearsals, builds and technical work. If permission is granted, a maximum of fifteen (15) parking passes will be issued to WTT allowing access to the Addison Airport parking area or other designated parking area at the TOWN's discretion.

During TOWN sponsored special events all dressing rooms will be available for use by the TOWN unless prior written authorization has been granted by the Manager.

It is expected that WTT will produce events, and, with the Town's express consent, present events.

Typically, "presenting" a show refers to an outside group bringing in a show or production to which WTT attaches its name. There is little risk involved but the return is often much lower and the presenter has little control over the product.

"Producing" a show implies that a theatre company takes the steps to create the show from the ground up. There is a larger amount of risk but the return and control of the product is much larger. [See Stephen Langley's *Theatre Management and Production in America* for general information.]

Presenting is subject to prior written approval by the TOWN. A copy of the proposed contract will be sent to the Manager prior to being forwarded to the potential presenter.

(d) *Food and Beverage.* Except as provided herein, food and beverages are prohibited within the Main Space and Studio Theatre spaces at the Theatre Centre. The sole exceptions will be bottled water with a lid that may be brought into the performance spaces at any time. However, no liquid may be stored or consumed in the vicinity of any electronic equipment. The secure covered "sippy cup" designed cups may be used by patrons during performances. WTT staff shall inspect the seating element for spills and clean immediately if found.

Food and beverage may be brought in the Main Space and Studio Theatre during special events such as the annual Gala fundraiser. A performance will not, however, constitute a special event. All food, food service items, beverages, beverage containers, catering supplies and trash must be removed from the spaces that evening immediately following the conclusion of the event. All spills, stains and other food and beverage messes shall be cleaned that evening. All catering equipment, including but not limited to, chafing dishes, plates, silverware, glassware and service pieces shall be cleaned and neatly stored or removed the night of the event. Failure to clean up in this manner will result in the Manager contacting the cleaning service to provide a full cleaning of the space. The resulting cleaning fee will be charged to WTT on the next regular monthly invoice.

Food and beverage are allowed in the Upstairs and Downstairs Lobby area for opening receptions and social gatherings. The proposed dates will be submitted by WTT and approved by the Manager if available. If food is donated for these events, WTT is responsible for a food donation Catering Fee of \$1.00 per attendee, not to exceed \$300 per event.

(e) *Use of Dressing Rooms.* When the main theatre space is rented, during a non-special event time, dressing rooms 1-4 will be included as part of that rental. If the Studio Theatre is rented to another group, dressing rooms 5 and 6 will be made available to the group in the Studio Theatre. If the Studio Theatre is not being rented by another group or not needed by the renting group dressing rooms 1-6 may be used by the renter of the main space.

(f) *Smoking in Productions.* Smoking or other use of any type of tobacco product is prohibited within the Theatre Centre. In the instances where smoking needs to be portrayed as part of a production, only smokeless prop, powder or water based “e-cigarettes” may be used.

(g) *ADA Compliance, Ticketing and Seating.* Ticketing and seating operations for all performances will be compliant with the Americans with Disabilities Act’s 2010 Revision Requirements, as amended, as required by the TOWN, and attached hereto as Exhibit D for all purposes.

(h) *Keys and Alarm Codes.* Interior and exterior keys and alarm codes will be provided by the Town for WTT employees, including full-time, part-time, and seasonal employees. Keys and alarm codes provided outside of the WTT employees described in the preceding sentence will be granted by the Manager on a case-by-case basis. All keys must be signed in and out, including contact information, a proposed four-digit code for the alarm, and signature agreeing to the terms and conditions for incoming and exiting WTT employees. WTT will be charged \$15.00 per alarm code change—addition or deletion—once the threshold of two (2) changes free of charge is surpassed. Lost keys by a WTT employee will incur a \$50.00 fee.

## SECTION 5

### USE AND OCCUPANCY BY THE TOWN

(a) *Scheduling Other Events.* Other than the dates and times when WTT has scheduled an event in accordance with Section 4, the TOWN has the unrestricted right to schedule other events in the Theatre Centre and utilize the scenery in place on such dates and

times. The TOWN and WTT agree to cooperate and assist the other in scheduling events in the Theatre Centre for dates not scheduled by WTT. However, such efforts by WTT are subject to the express terms of Section 20 of this Agreement, and WTT recognizes that only the TOWN has authority to book events. Any damage to the set resulting from an event booked into the Addison Theatre Centre (“ATC”) main space by the TOWN will be repaired at the TOWN’s expense.

(b) *Concessions.*

(i) WTT may sell concessions only during WTT performances and must comply with all Town of Addison Environmental Health Regulations. Alcoholic beverages may only be dispensed in compliance with the TABC (Texas Alcoholic Beverage Commission) rules and regulations. WTT shall have the right to use concession areas in connection with and at the time of WTT’s scheduled performances. WTT shall have no rights with respect to use of the concession areas or equipment, or other food and beverage service items belonging to or under the control of the TOWN at any other time. WTT will have access to the concession area for food and beverage storage and sale only on performance dates.

(ii) The TOWN shall not be liable to WTT, its employees, agents, patrons, or invitees for damages or otherwise for the quality, failure, unavailability, or disruption of any food or beverage or service thereof in connection with WTT performances.

(c) *Control of the Theatre Centre.* The TOWN retains the right to control the management of the Theatre Centre through its representatives, and to enforce all necessary rules for its management and operation, and the TOWN, through its police officers, fire fighters, and other designated representatives, reserves the right at any time to enter any portion of the Theatre Centre. For non-emergency purposes, the TOWN shall attempt to provide reasonable notice to WTT.

## SECTION 6

### RENTAL

(a) WTT shall pay to the TOWN rent for its use of the office areas and other areas as reserved by WTT, according to the schedule of fees and presentation set forth in Exhibit C, attached hereto and made a part hereof. Payments for rent shall be made each month based on the usage of the space that month. Usage will be determined and totaled by the number of days each space is used in a calendar month as noted in the Master Booking Calendar. Rental fees shall be due and payable on or before the 15<sup>th</sup> day of each month as payment for the immediately preceding month. The first such installment of rent is due and payable on or before November 15, 2016, and the last such installment is due and payable on or before October 15, 2021 (and the obligation of WTT to make the last installment shall survive the expiration of this Agreement). The TOWN further reserves the right to adjust the rates of the fees set out on Exhibit C from time to time in accordance with the rate increases and projections identified in Exhibit C, or as a result of changes in the costs associated with operating the facility, and as the TOWN deems necessary in its sole discretion. The TOWN shall invoice WTT for all dates, times and spaces reserved by WTT, including the fees for use of Office Spaces, as defined in Section 4(a).

(b) WTT agrees to pay the TOWN a monthly fee for telephone service based on WTT's usage. This fee will be charged for standard monthly service and long distance charges. In addition, any changes to the phone system requested by WTT will be charged back to WTT at the prevailing rate. A copy of WTT's monthly telephone usage will be made available to WTT upon issuance of the monthly invoice.

(c) WTT shall pay a rental fee on a monthly basis for the use of furniture and furnishings owned by the TOWN, a list of which is attached hereto and incorporated herein for all purposes as Exhibit E. This rental amount shall be included within the office rental fee described in subsection (a) of this Section. This list may be amended from time to time, and such amendment may result in a change in the rental fee. All items used by WTT will continue to be the sole property of the TOWN and, with at least sixty (60) days notice from the TOWN to WTT, shall be returned to the TOWN in the condition rented, with normal wear and tear.

(d) WTT shall have the use of the Boardroom for rehearsals, events and meetings. The monthly fee for the use of the Boardroom is included in Exhibit C. Periodically the TOWN staff may contact WTT to see if the Boardroom is available for the ACTC to rent to a client. If WTT confirms the space is available ACTC will book the room in their booking software. On the occasion the Boardroom is rented to another group, WTT shall clear the space of all WTT property for the duration of the event. The TOWN retains the right to the use of the lockable, corner closet located within the Board Room.

(e) The Studio Theatre shall be used for rehearsals and performances only related to shows that take place in the Studio Theatre. Rehearsal for Main Space shows will be in the Board Room.

(f) The rental rates and schedule of fees for the use of the Theatre by WTT are set forth in Exhibit C, and may be subject to change pursuant to market analysis or as the TOWN deems necessary and in its best interest.

## SECTION 7

### USE OF EQUIPMENT

The TOWN recognizes that there may be third party users of the Theatre Centre on behalf of WTT for the purposes of staging a theatrical performance and that they may request the use of TOWN-owned equipment. Any lease or other agreement with a third party user allowed to operate TOWN-owned equipment shall expressly provide that any damages to or loss of the equipment from a third party user shall be the responsibility of that third party, and deposits will be required in the discretion of the TOWN. Any damages to or loss of TOWN-owned equipment in the Theatre Centre during the conduct of WTT's performances, WTT Education Department programming or day-to-day use by WTT shall be the responsibility of WTT.

The cost of repair for any damage to any TOWN equipment from use of the equipment by WTT or replacement of any lost equipment shall be the sole responsibility of WTT and shall be subject to offset against any funding or grant obligations of the TOWN to WTT. The TOWN shall not be responsible for consequential damages resulting from inability to use the equipment.

WTT agrees that each person employed by WTT to provide services in the Theatre Centre will be required to conduct himself/herself in a professional manner, and WTT will cooperate with the TOWN to assure professional conduct is maintained at all times.

No equipment owned by the TOWN may be contracted or committed by WTT without the Manager's written approval. No services provided by Town employees may be contracted or committed by WTT without the Manager's written approval. In the event WTT is working in conjunction with an outside company as co-presenter or producer, a written list of equipment needed must be submitted to the Manager one month prior to WTT signing a contract with the outside company. No Town owned equipment shall be removed from the building.

## **SECTION 8**

### **TOWN OF ADDISON THEATRE TECHNICAL SPECIALIST**

The TOWN employs an individual in the role of Technical Specialist whose duties include protecting and maintaining the TOWN's investment in equipment and facilities at the Theatre Centre. In addition, the Technical Specialist shall provide services relating to the technical nature of the facility and the presentation. Details of the services provided by the Technical Specialist are available, in writing, from the Manager, upon request.

## **SECTION 9**

### **UTILITIES**

The TOWN shall provide for all water, air conditioning, heat, and electricity incurred in the Theatre Centre. WTT shall reimburse the Town for all costs associated with its telephone service based on its usage, including long distance. The TOWN shall not be liable to WTT in damages or otherwise for the quality, quantity, failure, availability, or disruption of water, air conditioning, heat, electricity, and other utilities furnished by the TOWN; provided that if WTT reasonably cancels any performance solely for and as the direct result of the TOWN's failure to provide any of the foregoing resources, and provided evidence of such cancellation by WTT and failure to provide such resources by the TOWN (which evidence shall be in form and content reasonably satisfactory to the TOWN) is promptly provided to the TOWN following such cancellation, WTT will have no obligation to pay the performance space rental fee amounts to the TOWN required pursuant to this Agreement in connection with the cancelled performance.

## **SECTION 10**

### **MAINTENANCE SERVICES**

(a) The TOWN shall provide:

(i) Routine janitorial service and maintain the interior of the Theatre Centre in a clean condition, by providing routine janitorial service one time per day as needed. WTT must leave the spaces in a reasonable condition following all productions/events, which includes but is not limited to: placing all lobby, green room and dressing room trash in garbage cans and walking the main space for playbills and trash left by patrons after every performance. The same

definition of routine janitorial service applies to educational camps. Any services above routine will be billed to WTT at the prevailing rate.

(ii) Maintenance of the heating, ventilation and cooling system in the Theatre Centre.

(iii) Maintenance of the Theatre Centre grounds and structure in reasonably good condition and in compliance with applicable laws.

(b) The TOWN shall not be liable for repairs to any portion of the Theatre Centre until it receives written notice pursuant to the operating policies and procedures in Section 6(a), of the necessity for such repairs and, provided further, that such repairs are not necessitated by any act or omission of WTT, or any of WTT's agents, employees, contractors, invitees or patrons.

(c) WTT shall not cause or permit any waste, damage, or injury to the Theatre Centre. WTT shall, at its sole cost and expense, repair any damage or injury caused to the Theatre Centre by WTT, its employee's agents, invitees or patrons.

(d) WTT shall store its property and the personal property of the TOWN in a neat and orderly manner, and its operations in the Theatre Centre shall be carried out in accordance with the highest professional standards.

(e) WTT shall not store or maintain flammable or hazardous materials in the Theatre Centre in violation of the Fire Code or other applicable laws and codes.

(f) In the event the obligations of WTT set out in Sections (d) and (e), above, are not carried out in a timely manner, then the Town has the right, but not the obligation, to satisfy such requirements at the cost of WTT.

## **SECTION 11**

### **OWNERSHIP OF PROPERTY**

(a) The Theatre Centre and all improvements to the Theatre Centre are the property of the TOWN. All personal property owned by the TOWN and placed in the Theatre Centre remains the property of the TOWN.

(b) All personal property owned by WTT and placed in the Theatre Centre remains the property of WTT.

(c) All personal property owned by a sublessee, contractor or concessionaire of the TOWN and placed in the Theatre Centre remains the property of the sublessee, contractor or concessionaire, respectively, unless otherwise provided in the sublease, concession contract, or contractor's contract.

(d) On or before July 1 of each year, during the existence or continuation of this agreement, WTT shall furnish to the TOWN a listing of all of the personal property of WTT located in the Theatre Centre.

(e) WTT shall not allow or permit any of the personal property of the TOWN to be loaned for use or operation by any third parties.

### SECTION 13

#### ACKNOWLEDGEMENTS IN PRINTED MATERIALS

WTT agrees to prominently acknowledge the TOWN for its support of WTT in all appropriate printed materials. All public references to WTT will be characterized as “WTT at the Addison Theatre Centre” or some derivative of that indicating the WTT is at the ATC.

### SECTION 14

#### INSURANCE

(a) WTT shall procure, pay for, and maintain the following insurance written by companies licensed in the State of Texas or meeting the surplus lines requirements of Texas law and acceptable to the City Manager. The insurance shall be evidenced by delivery of executed certificates of insurance and certified copies of the policies to the Manager, along with all endorsements. The insurance requirements shall remain in effect throughout the term of this Agreement. The City Manager reserves the right to modify the kinds of coverage and deductibles required and increase minimum limits of liability of the coverage whenever, in his discretion, it becomes necessary. Should such a modification be made by the TOWN, the TOWN will provide WTT written notice and thirty (30) days to make the necessary modifications (or such longer period of time as WTT may require to make the necessary modifications, provided WTT shall at all times pursue such modifications with all due diligence and continuity).

(i) *Workers' Compensation* as required by law; *Employers Liability Insurance* of not less than \$100,000 for each accident.

(ii) *Commercial General Liability Insurance*, including Personal Injury Liability, Independent Contractor's Liability, Premises Operation Liability, and Contractual Liability, covering, but not limited to, the liability assumed under the indemnification provisions of this Agreement, with limits of liability for bodily injury, death, and property damage of not less than \$1,000,000. Coverage must be on an “occurrence” basis, and the policy must include Broad Form Property Damage Coverage, with Fire and Extended Coverage Liability of not less than \$1,000,000 per occurrence.

(iii) *Comprehensive Automobile and Truck Liability Insurance* covering owned, hired and non-owned vehicles, with minimum limits of \$1,000,000, each occurrence, for bodily injury, death, and property damage, such insurance to include coverage for loading and unloading hazards.



(iv) \$2,000,000 combined single limits bodily injury and property damage liability insurance, including death, as an excess of all the primary coverages required above.

(b) Each liability insurance policy must include the following conditions by endorsement to the policy:

(i) The TOWN must be named as an additional insured.

(ii) Each policy must require that sixty (60) days before the cancellation, nonrenewal, or any material change in coverage, a notice thereof shall be given to the TOWN by certified mail to: City Manager, Town of Addison, Box 9010, Addison, TX 75001-9010.

(iii) Companies issuing the insurance policies shall have no recourse against the TOWN for payment of any premiums, assessments, or any deductibles, all of which are at the sole risk of WTT.

(iv) The Term "Town" or "Town of Addison" includes all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and offices of the TOWN and the individual members, employees and agents of the TOWN including the TOWN's Manager, while acting in their official capacities on behalf of the TOWN.

(v) The policy clause "Other Insurance" shall not apply to the TOWN where the TOWN is an additional named insured on the policy.

(c) Each party hereto hereby waives each and every claim which arises or may arise in its favor and against the other party hereto during the term of this lease or any extension or renewal thereof for any and all injuries (including death) and loss of, or damage to, any of its property which claim, loss or damage is covered by valid and collectible fire and extended coverage insurance policies, liability insurance policies, workers' compensation policies, and any other insurance policies which may be in place from time to time, to the extent that such claim, loss or damage is recovered under said insurance policies. Said waivers shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Agreement with respect to any loss, damage or injury (including death) to persons or to property. Inasmuch as the above mutual waivers will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), each party hereto hereby agrees immediately to give each insurance company which has issued to its policies of fire and extended coverage insurance, liability insurance, workers' compensation insurance, or such other insurance, written notice of the terms of said mutual waivers, and to have said insurance policies properly endorsed, if necessary to prevent the invalidation of said insurance coverages by reason of said waivers.

(d) WTT shall use best efforts for security precautions necessary for the protection of its property. The TOWN shall be liable for any damage to or loss of WTT property used or stored on, in, or about the Theatre Centre, arising from negligence of the TOWN or its agents.

(e) Insurance required under this section must be furnished annually for the duration of this Agreement. Executed certificates of insurance must also be delivered annually.

(f) To the extent reasonably obtainable, the TOWN will secure fire and extended coverage insurance on the Theatre Centre with coverages and limits to be determined by the TOWN to insure the Theatre Centre with coverages and limits to be determined by the TOWN. In the event all or any portion of the Theatre Centre is damaged or destroyed by fire or other casualty, the TOWN shall, at its cost and expense, limited to a maximum expenditure of the amount of insurance proceeds, if any, available to the TOWN by reason of such fire or other casualty, restore, repair, replace and rebuild the Theatre Centre as nearly as possible to its value, condition and character immediately prior to such damage or destruction. Coverage provided in this subsection shall be for the benefit of the TOWN and shall not protect WTT for loss or damage of property owned by WTT.

## **SECTION 15**

### **ABATEMENT OF NUISANCES; TOWN SPECIAL EVENTS**

WTT shall promptly comply with all governmental orders and directives for the correction, prevention, and abatement of nuisances caused by WTT, its officers, agents, or employees, or invitees in or upon or connected with the Theatre Centre, and shall pay for the costs of compliance. The TOWN and WTT agree to cooperate with each other in the abatement of nuisances caused by noise associated with events scheduled in either the Conference or Theatre Centre. WTT hereby recognizes that the Town produces Special Events on scheduled dates through the year, which scheduled Special Events shall take priority over any other use, and notice of such Special Events will be made available to WTT (which notice may be made available by means or methods other than as set forth in Section 21 of this Agreement) at the earliest reasonable opportunity as determined by the TOWN.

## **SECTION 16**

### **ALTERATIONS, ADDITIONS, AND IMPROVEMENTS**

(a) To the extent reasonably necessary or desirable for WTT to use and occupy the Theatre Centre, upon prior written approval of the Manager, WTT may erect or install within the performance space any temporary alterations, additions, or equipment needed for a production which do not alter the structural integrity or basic configuration of the performance space. WTT must comply with all applicable governmental laws, statutes, ordinances, codes, and regulations regarding structures.

(b) All installations, alterations, additions and improvements made in, on, or to the Theatre Centre by WTT or the TOWN shall be deemed to be property of the TOWN and unless the TOWN directs otherwise, shall remain upon and be surrendered with the Theatre Centre as a part thereof in good order, condition and repair, ordinary wear and tear excepted, upon WTT's vacating or abandonment of the Theatre Centre. If the TOWN directs, WTT shall remove all or any portion of the improvements and WTT's property, on or immediately prior to the termination of WTT's right to possession. The Town may choose to reconfigure the theatre space at any time not reserved by WTT. The Town will return the seating to the previous configuration if requested by WTT.

## SECTION 17

### ASSUMPTION OF RESPONSIBILITY; INDEMNIFICATION

(a) WTT AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM (I) THE PERFORMANCE OF SERVICES PERFORMED AND TO BE PERFORMED HEREUNDER, OR (II) THE OCCUPATION AND USE OF THE THEATRE CENTRE PURSUANT TO THIS AGREEMENT, BY WTT OR BY ANY OF ITS OWNERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, MEMBERS, AGENTS, SERVANTS, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES, PATRONS, GUESTS, VOLUNTEERS, CUSTOMERS, AND CONCESSIONAIRES (IN THE CAPACITY AS OWNER, OFFICER, DIRECTOR, MANAGER, EMPLOYEE, MEMBER, AGENT, SERVANT, REPRESENTATIVE, CONSULTANT, CONTRACTOR, SUBCONTRACTOR, LICENSEE, INVITEE, PATRON, GUEST, VOLUNTEER, CUSTOMER, OR CONCESSIONAIRE OF OR FOR WTT), OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

(b) *INDEMNITY OWED BY WTT.* WTT 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 AND/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 OR INCURRED BY ANY ADDISON PERSON, WHETHER DIRECTLY OR INDIRECTLY, (THE "CLAIMS"), THAT ARISE OUT OF, RESULT FROM, OR RELATE TO: (1) THE USE AND OCCUPANCY OF THE THEATRE CENTRE BY WTT OR BY ANY OWNER, OFFICER, DIRECTOR, MANAGER, EMPLOYEE, MEMBER, AGENT, SERVANT, REPRESENTATIVE, CONSULTANT, CONTRACTOR, SUBCONTRACTOR, LICENSEE, INVITEE, PATRON, GUEST, VOLUNTEER, CUSTOMER, OR CONCESSIONAIRE OF OR FOR WTT (IN THE CAPACITY AS OWNER, OFFICER, DIRECTOR, MANAGER, EMPLOYEE, MEMBER, AGENT, SERVANT, REPRESENTATIVE, CONSULTANT, CONTRACTOR, SUBCONTRACTOR, LICENSEE, INVITEE, PATRON, GUEST, VOLUNTEER, CUSTOMER, OR CONCESSIONAIRE OF OR FOR WTT), OR ANY OTHER PERSON OR ENTITY FOR WHOM WTT IS LEGALLY RESPONSIBLE, AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES, AND CONCESSIONAIRES (COLLECTIVELY, "WTT PERSONS"), (2) REPRESENTATIONS OR WARRANTIES BY WTT UNDER THIS AGREEMENT; AND/OR (3) ANY OTHER ACT OR OMISSION UNDER, IN PERFORMANCE OF, OR IN CONNECTION WITH THIS AGREEMENT BY WTT OR BY ANY OF THE WTT PERSONS. SUCH INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS FOUND TO HAVE BEEN CAUSED IN PART BY THE NEGLIGENCE OR GROSS

**NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. HOWEVER, WTT'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 ADDISON PERSONS' PROPORTIONATE SHARE OF THE NEGLIGENCE, OR CONDUCT THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND, THAT CAUSED THE LOSS. LIKewise WTT'S LIABILITY FOR ADDISON OR ANY OTHER ADDISON PERSON'S DEFENSE COSTS AND ATTORNEYS' FEES SHALL BE REDUCED BY THAT PORTION OF THE DEFENSE COSTS AND ATTORNEYS' FEES EQUAL TO THE ADDISON PERSON OR ADDISON PERSONS' PROPORTIONATE SHARE OF THE NEGLIGENCE, OR CONDUCT THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND, THAT CAUSED THE LOSS.**

**WTT SHALL PROMPTLY ADVISE THE TOWN IN WRITING OF ANY CLAIM OR DEMAND AGAINST ANY ADDISON PERSON OR WTT RELATED TO OR ARISING OUT OF WTT'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT WTT'S SOLE COST AND EXPENSE. THE ADDISON PERSONS SHALL HAVE THE RIGHT, AT THE ADDISON PERSONS' OPTION AND AT OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING WTT OF ANY OF ITS OBLIGATIONS HEREUNDER.**

**THE PROVISIONS OF THIS DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION, AND ANY OTHER DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SET FORTH IN THIS AGREEMENT, SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.**

#### **SECTION 18**

##### **BONDS**

Unless waived in writing by the City Manager, WTT agrees to cause its contractors to provide, before commencing any work or construction in its designated areas, a performance bond and labor and material payment bond for any improvements the construction of which could result in a third party filing or seeking to file a lien against the Theatre Centre, which is undertaken by WTT during the term of this Agreement in a sum equal to the full amount of the construction contract award, with the TOWN and WTT named as joint obligees.

#### **SECTION 19**

##### **NON-DISCRIMINATION**

During the term of this agreement, WTT shall not discriminate against any employee or applicant for employment because of race, age, color, sex or religion, ancestry, national origin, place of birth, or handicap. Should WTT violate the provisions of this section, or fail to comply with the requirements of the Americans with Disabilities Act, the TOWN may terminate this Agreement if WTT fails to correct the violations within sixty (60) days of written notice of the violation by the TOWN.

**SECTION 20**

**AUDITS**

WTT shall have its financial statements audited on an annual basis by an independent auditing firm of certified public accountants and shall submit a copy of the auditor's report for the preceding fiscal year with its proposed annual operating budget to the City Manager. The TOWN reserves the right to require a special audit of WTT's books and records at any time either by the City Manager or by an outside independent auditor if such action is determined necessary by the Town Council. The TOWN shall pay all expense of the independent auditor related to the special audit. WTT shall make available to the TOWN or its agents all necessary books, records and other documents necessary to perform such audit.

**SECTION 21**

**ASSIGNMENT; NO THIRD-PARTY BENEFIT**

WTT shall not assign this Agreement, in whole or in part, without the prior written consent of the TOWN, which consent is in the sole and unrestricted discretion of the TOWN. Assignment of this Agreement shall not relieve WTT of its obligations under this Agreement. Approval of the TOWN to one assignment shall not constitute approval to any other or further assignment of this Agreement. WTT shall not sublease or sublet or permit the Theatre Centre, or any part thereof to be used by others.

This Contract is solely for the benefit of the parties hereto and is not intended to and shall not be deemed to create or grant any rights, contractual or otherwise, to any third person or entity.

**SECTION 22**

**NOTICES**

Any notice, payment, statement, or demand required or permitted to be given by either party to the other may be effected by personal delivery, actual receipt via regular mail, postage prepaid, return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section.

If intended for the TOWN, to:

Wesley S Pierson  
City Manager  
Town of Addison  
P.O. Box 9010  
Addison, TX 75001-9010

If intended for WTT, to:

Terry Martin  
Producing Artistic Director  
WaterTower Theatre, Inc.  
15650 Addison Road  
Addison, TX 75001

## **SECTION 23**

### **APPROVALS**

(a) Whenever in this Agreement the approval of the TOWN is required for any purpose, WTT shall file the appropriate documents with the Addison Conference and Theatre Centre (“ACTC”) Manager with notice of action proposed to be taken, and the ACTC Manager agrees to notify WTT of the TOWN’s approval or disapproval within 60 days of the filing thereof.

(b) Approval shall be by the City Council of the TOWN where required by the Charter of the Town. The City Manager may delegate approval authority to the facilities manager or his authorized representatives where permitted by the Charter of the Town or ordinances, and notify WTT of such delegation.

## **SECTION 24**

### **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and inure to the benefit of the TOWN and WTT and their respective successors and permitted assigns.

## **SECTION 25**

### **APPLICABLE LAWS**

This Agreement is made subject to the charter and ordinances of the TOWN, as amended, and all applicable laws and regulations of the State of Texas and the United States. The Agreement shall be governed by and construed under and in accordance with the laws of the State of Texas without reference to the choice of laws rules of any jurisdiction.

## **SECTION 26**

### **INTELLECTUAL PROPERTY AND COPYRIGHT INDEMNIFICATION**

**WTT ASSUMES FULL RESPONSIBILITY FOR COMPLYING WITH ALL UNITED STATES LAWS AND TREATY TERMS PERTAINING TO INTELLECTUAL PROPERTY ISSUES AND ANY APPLICABLE REGULATIONS, INCLUDING BUT NOT LIMITED TO THE ASSUMPTION OF ALL RESPONSIBILITIES FOR PAYING ALL ROYALTIES WHICH ARE DUE FOR THE USE OF DOMESTIC OR FOREIGN COPYRIGHTED WORKS IN WTT’S PERFORMANCES, TRANSMISSIONS OR BROADCASTS, AND WTT AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE TOWN, ITS OFFICERS, EMPLOYEES, AND AGENTS, FOR ANY CLAIMS OR DAMAGES (INCLUDING BUT NOT LIMITED TO COURT COSTS AND REASONABLE ATTORNEY’S FEES) GROWING OUT OF WTT’S INFRINGEMENT OR VIOLATION OF ANY STATUTE, TREATY TERM OR REGULATION APPLICABLE TO INTELLECTUAL PROPERTY RIGHTS, INCLUDING BUT NOT LIMITED TO COPYRIGHTS.**

**SECTION 27**

**NO PARTNERSHIP OR JOINT VENTURE**

Nothing contained in this Agreement shall be deemed to constitute the TOWN and WTT as partners or joint venturers with each other.

**SECTION 28**

**NO WAIVER**

No waiver by the TOWN of any default or breach of any term, covenant, or condition of this Agreement by WTT shall be treated as a waiver of any subsequent default or breach of the same or any other term, covenant, or condition of this Agreement.

**SECTION 29**

**FORCE MAJEURE**

If the Theatre Centre or any portion of it shall be destroyed or damaged by fire or any other calamity so as to prevent the use of the premises for the purposes and during the periods specified in this Agreement, or the use of the Theatre Centre by WTT is prevented by act of God, strike or lockout against the TOWN, WTT or any third party, material or labor restrictions by any governmental authority, civil riot, flood or other cause beyond the control of the TOWN, then, depending on the extent of damage to the Theatre Centre, the TOWN shall notify WTT as soon as reasonably practical, that the parties shall be excused from performance of the Agreement for such period of time as is reasonably necessary to remedy the effects of the occurrence and, at the option of the TOWN, this Agreement shall terminate and the TOWN shall not be liable for any claim by WTT for damage or loss by reason of termination. If the performance of this agreement for the reasons identified above is prohibited for a period of one hundred eighty (180) days or longer, then WTT shall have the right to terminate.

**SECTION 30**

**VENUE**

The obligations of the parties under this Agreement are performable in Dallas County, Texas, and if legal action is necessary to enforce them, exclusive venue shall lie in Dallas County, Texas.

**SECTION 31**

**LEGAL CONSTRUCTION**

In the case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, it shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

**SECTION 32**

**SIGNAGE**

WTT shall not place or permit to be placed on the exterior of the Theatre Centre, or the door, window or roof thereof, or on any display window space, or within five feet behind the storefront of the Theatre Centre, if visible from the common area, any sign, plaque, decoration, lettering, advertising matter or descriptive material without the TOWN's prior written approval. WTT may submit a written request for approval to project images and text onto the water tower. All signs, decorations, lettering, advertising matter or other items used by WTT and approved by the TOWN as aforesaid shall conform with the standards of design, motif, and decor from time to time established by the TOWN for the Theatre Centre. WTT shall furnish to the Manager of the Conference and Theatre Centre a written proposal describing any signage to be placed in the Theatre Centre. The Manager agrees to respond within fourteen (14) days in writing to the proposal.

**SECTION 33**

**USE OF THE ROOF**

WTT shall not attach to or construct on or penetrate the roof of the Theatre Centre without the prior written consent of the City Manager.

**SECTION 34**

**SOVEREIGN IMMUNITY**

The parties agree that the TOWN has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

**EXECUTED** \_\_\_\_\_, but effective as of October 1, 2016 as approved by the parties hereto.

**TOWN OF ADDISON, TEXAS**

**WATERTOWER THEATRE, INC.**

By: \_\_\_\_\_  
Wesley S. Pierson, City Manager

By: \_\_\_\_\_  
Greg Patterson, Managing Director

ATTEST:

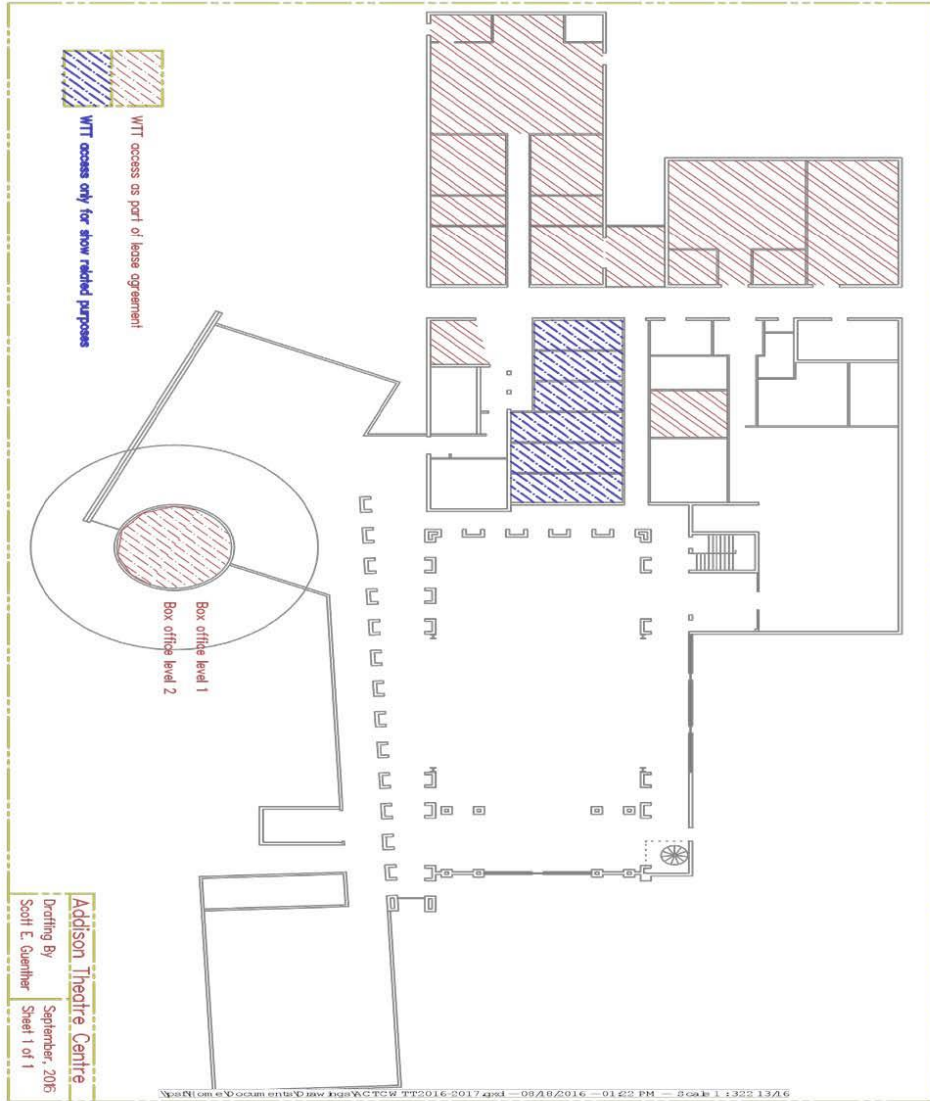
ATTEST:

By: \_\_\_\_\_  
Laura Bell, City Secretary

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



# EXHIBIT A ADDISON THEATRE CENTRE



**EXHIBIT B**

[TO BE PROVIDED BY WTT WITHIN FIVE (5) DAYS OF EXECUTION]

## EXHIBIT C

### RATE SHEET FOR WTT

(Revised August, 2016)

Theatre rental rates include use of the Main Space or Studio Theatre with Shared Lobby, Dressing Rooms and Shared Green Room. All rental rates are for one entire day. Typical hours are 9am to 11pm but may be extended if necessary without additional charge unless a rental day extends into the following day.

#### OFFICE, BOX OFFICE, BOARDROOM AND FURNITURE RENTAL

\$1,200.00 per month

#### USE OF SPACE DEFINITION

Performance Day = Anytime an audience is in attendance, including preview and invited dress.

Production Day = Build, tech, rehearsal, strike, reconfigure space, education or any other use.

Dark Day = Any day the space is occupied by WTT scenery or equipment and cannot be rented.

\*All Out of the Loop shows will be charged at WTT produced show rates.

#### MAIN SPACE

Performance of WTT Produced show	\$275.00
• Will increase to \$300 on Oct. 1, 2017	
Performance of WTT Presented show	\$650.00 (outside rental rate)
Production Day	\$150.00
• Will increase to \$175 on Oct. 1, 2018	
• Will increase to \$200 on Oct. 1, 2019	
Dark Day	\$100.00

#### STUDIO THEATRE

Performance of WTT Produced show	\$150.00
Performance of WTT Presented show	\$200.00 (outside rental rate)
Production Day	\$100.00
Dark Day	\$50.00

#### STONE COTTAGE

(Any category of event)

Per Day	\$100.00
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# ***WaterTower Theatre FY17 Use Agreement***

*September 29, 2016  
City Council Agenda Meeting  
Work Session*



## Overview

### **FY17 Use Agreement Changes**

- 5 Year Agreement with Renewal Option
- Show Extension Cancellation Policy
- ADA Policy & Compliance
- Alarm Code & Key Replacement Fees
- Studio Theatre Usage
- Future Expansion Partnership
- Rental Rate History and Proposed Increases



## Rental Rate History

Category	FY98	FY06	FY15
Office (Monthly)	\$400	\$701	\$1200
Main Space Performance	\$200	\$200	\$275
Main Space Production	\$150	\$150	\$150
Main Space Dark Day	\$0	\$0	\$100
Studio Performance	\$75	\$75	\$150
Studio Production	\$75	\$75	\$100
Studio Dark Day	\$0	\$0	\$50
Stone Cottage	\$75	\$75	\$100



## Rental Rate Increases

Agreement Year	Category Increased	Old Rate (Main - Studio)	New Rate (Main - Studio)	% Increase (Main - Studio)	Total
FY17 – Year 1	Presented Show	\$275 - \$150	\$650 - \$200	135% - 33%	NA
FY18 – Year 2	Main Space Performance	\$275	\$300	9%	\$2375
FY19 – Year 3	Main Space Production	\$150	\$175	16%	\$2750
FY20 – Year 4	Main Space Production	\$175	\$200	14%	\$2750
FY21 – Year 5	TBD	TBD	TBD	TBD	TBD



## FY17 Revenue Projection

	WTT Show Rental Days	WTT Show Rental Revenue	WTT Office Rental Revenue	WTT - ATC Total Revenue	Outside Show Rental Days	Outside Show Rental Revenue	Total ATC Revenue To Date
FY16	306	\$74,325	\$20,953	\$95,278	67	\$14,905	\$110,183
FY17	265	\$54,775	\$20,953	\$75,728	173	\$33,725	\$109,453

- Subsequent years overall revenue will increase by approximately 3.4%
- Key Factors for FY17
  - Out of the Loop and Discovery removal has reduced WTT rent by \$19,550 in FY17
  - WTT has replaced Loop with Parade in Concert
  - Outside theatre rental has replaced WTT and will maintain overall revenue





## Rental Increase Projections

*Years 2-4 WTT show rental revenue is based on Year 1/FY17's number of show rental days.*

	WTT Show Rental Days	WTT Show Rental Revenue	WTT Office Rental Revenue	WTT - ATC Total Revenue	Percentage Increase of Total Revenue
FY16 (Current)	306	\$74,325	\$20,953	\$95,278	NA
FY17 – Year 1	265	\$54,775	\$20,953	\$75,728	NA
FY18 – Year 2	265	\$57,150	\$20,953	\$78,103	3.1%
FY19 – Year 3	265	\$59,900	\$20,953	\$80,853	3.5%
FY20 – Year 4	265	\$62,650	\$20,953	\$83,853	3.6%
FY21 – Year 5	TBD	TBD	TBD	TBD	TBD



**Questions?**



## FY16/17 Show Rental Comparison

FY16			
Event	Month	Days	Revenue
Creep	10-15	30	\$6,800.00
Sexy Laundry	11-15	29	\$5,200.00
Sexy Laundry	12-15	16	\$3,500.00
Lord of the Flies	1-16	28	\$6,675.00
Out of the Loop	2-16	29	\$9,825.00
Out of the Loop	3-16	25	\$6,175.00
The Big Meal	4-16	30	\$7,275.00
The Big Meal	5-16	31	\$6,800.00
Outside Mullingar	6-16	29	\$9,425.00
One Man, Two Guvnors	7-16	13	\$3,250.00
One Man, Two Guvnors	8-16	31	\$6,775.00
Community Cast Party	9-16	15	\$2,625.00
<b>FY16 total revenue from shows</b>		<b>306</b>	<b>\$74,325.00</b>

FY17			
Event	Month	Days	Revenue
Ring of Fire	10-16	31	\$6,975.00
Sister's Christmas	11-16	16	\$2,700.00
Sister's Christmas	12-16	28	\$5,600.00
Silent Sky	1-17	30	\$5,475.00
Silent Sky	2-17	16	\$3,400.00
Parade in Concert	3-17	13	\$2,675.00
Gospel According to Thomas	4-17	30	\$6,100.00
Gospel According to Thomas	5-17	26	\$4,575.00
Native Gardens	6-17	28	\$7,475.00
Sunday in the Park	7-17	21	\$3,800.00
Sunday in the Park	8-17	23	\$5,075.00
Community Cast Party	9-17	3	\$925.00
<b>FY17 total revenue from shows</b>		<b>265</b>	<b>\$54,775.00</b>



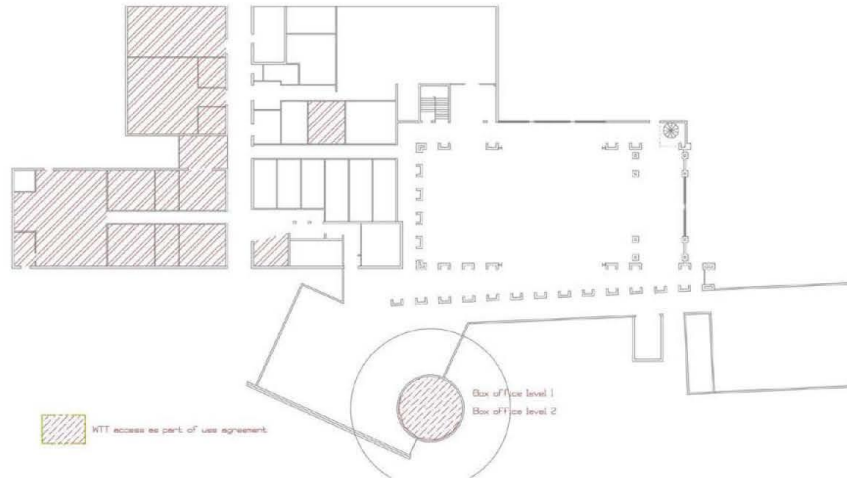
## FY16/17 Show Rental Totals

FY16	Theatre	Days	%
WTT	Main Space	293	80%
	Studio	133	36%
Outside	Main Space	8	2%
	Studio	83	23%
Total	Main Space	301	82%
	Studio	216	59%
Non-Rent	SE and Holidays	20	6%
Maintenance		10	2%
Unrented	Main Space	34	10%
	Studio	119	33%

FY17	Theatre	Days	%
WTT	Main Space	265	72%
	Studio	22	6%
Outside	Main Space	4	1%
	Studio	173	53%
Total	Main Space	269	73%
	Studio	195	53%
Non-Rent	SE and Holidays	20	6%
Maintenance		10	2%
Available	Main Space	66	19%
	Studio	140	39%



# FY17 Office Space



## EXHIBIT D



### EXHIBIT D

#### **ADA Seating Policy**

In the Main Stage Theatre, Row Q is specifically set aside for mobility impaired\* patrons and their companions. Row Q can seat 5 wheelchairs with 5 companion seats next to them in accordance with ADA code. Additional wheelchair companions will be offered seating as close to Row Q as possible. All but one pair (a wheelchair space and a companion) of Row Q seats that have not been reserved will be released for general admission sales after the house has reached sold out. Sold out is defined as 95% of all seats occupied in the house. Anytime Row Q seats are sold to non-wheelchair patrons they will be informed that if a wheelchair patron should need that seat they will be relocated to a different seat within the theatre. The last wheelchair and companion pair may not be released to general admission sales until 15 minutes prior to curtain.

In the Studio Theatre there will be 8 seats (4 wheelchairs spaces and 4 companion seats) on the front row marked for mobility impaired\* patrons, in accordance with ADA code. As the Studio Theatre is general admission, seats will not be put in the empty wheelchair space or be released to non-wheelchair patrons until all other seats have been filled or 15 minutes prior to curtain, whichever comes first.

In the Stone Cottage Theatre there will be 4 seats (2 wheelchairs spaces and 2 companion seats) on the front row marked for mobility impaired\* patrons, in accordance with ADA code. As the Stone Cottage Theatre is general admission, seats will not be put in the empty wheelchair space or be released to non-wheelchair patrons until all other seats have been filled or 15 minutes prior to curtain, whichever comes first.

In the event patrons in the Main Stage Theatre purchase tickets online for seats in Row Q when one in their party is not mobility impaired, an immediate investigation will commence. The FOH Supervisor or House Manager on duty will find out the purchaser's name and ask how they purchased their tickets. If the tickets were transferred from a mobility impaired person, the investigation will come to a close. If the tickets were purchased online by a non-mobility impaired person, the patron will have committed a crime. The patron will be issued a verbal warning and moved to seats elsewhere in the theatre, if available. Any subsequent infractions by the patron will result in reporting the patron to the proper authorities and the patron's party will be moved to seats elsewhere in the theatre.

\*Mobility Impaired, for the purposes of this policy, is defined as confined to a wheelchair or scooter. The patron may choose to transfer from a wheelchair into a seat provided. Those using walkers, canes and crutches are not considered mobility impaired.

Updated August 18, 2016

## **EXHIBIT E**

### **WTT Inventory of Furniture Rental Items**

**These items are owned by the Town and rented to WTT on a monthly basis as outlined within the Use Agreement.**

#### **Library**

- 66" yellow table
- Green chairs

#### **Terry's Office**

- Above desk hutch
- Rug

#### **Greg's Office**

- 2 pillows

#### **Stage Manager Office**

- Mirror

#### **Receptionist Office**

- Black Desk and above desk hutch

AI-1908

12.

**Work Session and Regular Meeting**

**Meeting Date:** 10/11/2016

**Department:** Infrastructure- Development Services

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**AGENDA CAPTION:**

Consider Approval Of A Resolution **Adopting A Revised Housing Policy For The Town of Addison.**

**BACKGROUND:**

The City Council has held a series of discussions regarding the Town's current housing policy. At the September 29, 2016, City Council Meeting, staff was instructed to prepare a resolution that revised the policy in two ways.

First, Council requested that "Where feasible and appropriate" be added to the first section of the policy, so that it would read:

Where feasible and appropriate, new housing should increase the proportion of fee-simple ownership in Addison's housing mix. Apartment-only rezoning is unlikely to be approved, as currently the ratio of rental to ownership properties is higher than desired.

Second, Council requested that a fifth section be added that would allow for exceptions to the policy. This new section would read as follows:

The City Council acknowledges that there may be exceptional projects that do not comply with elements of this policy. The Council encourages developers and staff to pursue projects that represent the highest and best use of each property and that advance portions of this policy or other Town goals.

This language recognizes that there may be projects that warrant special consideration, defines staff's role in bringing such projects forward and broadly states the criteria for considering exceptions to the policy.

The other components of the policy were left unchanged.

The full policy can be found in the attached resolution.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**



Housing Policy - Red Line Version

Housing Policy Resolution

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**TOWN OF ADDISON, TEXAS**

**RESOLUTION NO. R016-\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TX APPROVING AND SUPPORTING A HOUSING POLICY WITHIN THE TOWN OF ADDISON PURSUANT TO THE LAWS OF THE STATE OF TEXAS AND THE ADDISON CODE OF ORDINANCES; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council has researched the current housing stock and discussed and deliberated a wide range of housing alternatives for the Town of Addison, Texas; and

**WHEREAS**, the City Council desires to make a policy statement to guide City Staff and potential developers as new housing developments are proposed and brought forward for City Council consideration.

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

Section 1. Addison Housing Policy. When new housing is proposed in Addison, the Addison City Council encourages it to be developed according to the following principles:

1. Where feasible and appropriate, nNew housing should increase the proportion of fee-simple ownership in Addison's housing mix. Apartment-only rezoning is unlikely to be approved, as currently the ratio of rental to ownership properties is higher than desired.
2. A proposal should offer a 'best fit' mix of uses and housing choices within the context of the surrounding Addison community. The Town may use a study area committee (with staff, elected, and appointed members such as area residents and business representatives) to evaluate a proposal's fit in Addison.
3. New housing should create or enhance neighborhoods of urban character rather than locate on a stand-alone, nonintegrated property and should continue the high quality design and walkability that make Addison's existing neighborhoods distinctive,
4. Proposals for independent and/or assisted living may be considered by the Town of Addison. Since there are no assisted living housing units in Addison today, the Town will conduct research to understand how this housing could or should be included in Addison's future.
5. The City Council acknowledges that there may be exceptional projects that do not comply with elements of this policy. The Council encourages developers and staff to pursue projects that represent the highest and best use of each property and that advance portions of this policy or other Town goals.

Section 2. Recitals. The above and forgoing recitals are true and correct and are incorporate herein and made part hereof for all purposes.

Section 3. Effective Date. This Resolution shall take effect upon its passage and approval.

**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas this the 11<sup>th</sup> day of October, 2016.

\_\_\_\_\_  
Todd Meier, Mayor

ATTEST:

By: \_\_\_\_\_  
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Brenda N. McDonald, City Attorney

**TOWN OF ADDISON, TEXAS**

**RESOLUTION NO. R016-\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TX APPROVING AND SUPPORTING A HOUSING POLICY WITHIN THE TOWN OF ADDISON PURSUANT TO THE LAWS OF THE STATE OF TEXAS AND THE ADDISON CODE OF ORDINANCES; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council has researched the current housing stock and discussed and deliberated a wide range of housing alternatives for the Town of Addison, Texas; and

**WHEREAS**, the City Council desires to make a policy statement to guide City Staff and potential developers as new housing developments are proposed and brought forward for City Council consideration.

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

Section 1. Addison Housing Policy. When new housing is proposed in Addison, the Addison City Council encourages it to be developed according to the following principles:

1. Where feasible and appropriate, new housing should increase the proportion of fee-simple ownership in Addison's housing mix. Apartment-only rezoning is unlikely to be approved, as currently the ratio of rental to ownership properties is higher than desired.
2. A proposal should offer a 'best fit' mix of uses and housing choices within the context of the surrounding Addison community. The Town may use a study area committee (with staff, elected, and appointed members such as area residents and business representatives) to evaluate a proposal's fit in Addison.
3. New housing should create or enhance neighborhoods of urban character rather than locate on a stand-alone, nonintegrated property and should continue the high quality design and walkability that make Addison's existing neighborhoods distinctive,
4. Proposals for independent and/or assisted living may be considered by the Town of Addison. Since there are no assisted living housing units in Addison today, the Town will conduct research to understand how this housing could or should be included in Addison's future.
5. The City Council acknowledges that there may be exceptional projects that do not comply with elements of this policy. The Council encourages developers and staff to pursue projects that represent the highest and best use of each property and that advance portions of this policy or other Town goals.

Section 2. Recitals. The above and forgoing recitals are true and correct and are incorporate herein and made part hereof for all purposes.

Section 3. Effective Date. This Resolution shall take effect upon its passage and approval.

**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas this the 11<sup>th</sup> day of October, 2016.

\_\_\_\_\_  
Todd Meier, Mayor

ATTEST:

By: \_\_\_\_\_  
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Brenda N. McDonald, City Attorney

**Work Session and Regular Meeting****Meeting Date:** 10/11/2016**Department:** General Services**AGENDA CAPTION:**

Consider Approval Of A **Resolution Authorizing The City Manager To Enter Into An Events Sponsorship Agreement With DCO Reality, Inc., For The Purposes Of Sponsoring Events At Vitruvian Park To Include, But Not Limited To, The Vitruvian Nights Live, Vitruvian Salsa Nights And The Vitruvian Holiday Lights Display** In An Amount Not To Exceed \$185,000 For Fiscal Year 2016-17.

**BACKGROUND:**

The Town of Addison and DCO Reality, Inc., (UDR) the developer/ manager of Vitruvian Park entered into an event sponsorship reimbursement agreement in 2012 that renews annually. DCO Reality, Inc., desires to conduct and present a variety of public events within the Vitruvian Park area. The Town desires to participate in the public events and activities as a sponsor and as such entered into this agreement with DCO Reality, Inc., for sponsorship reimbursement purposes in the amount of \$185,000

From 2012 to 2014 the contracting of the vendor to install, maintain and remove the holiday lights was hired directly by UDR and paid for from the Towns sponsorship funds.

In 2014 the Town's attorney recommended that the Town bid out and hire the lighting contractor for the holiday display. As of 2015, the Town no longer reimburses UDR for this event as the Town staff manages the bidding and procurement of the contractor to install, maintain and remove the holiday lights each season and funds it directly from the sponsorship funds before any remaining funds are allocated to UDR.

Other events that are funded from the sponsorship include, but not limited to, the Vitruvian Nights Live and the Vitruvian Salsa Nights. The amount of funds remaining that are available to reimburse UDR for these events may vary from year to year after the Town has paid for the holiday lighting display.

This agreement has been in place since 2012 and is presented each year to Council for approval.

**RECOMMENDATION:**

Administration recommends approval.

## Attachments

Resolution

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**TOWN OF ADDISON, TEXAS**

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

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN EVENTS AGREEMENT BETWEEN TOWN OF ADDISON AND DCO REALTY, INC. FOR THE MANAGEMENT, OPERATION, COORDINATION AND CONTROL OF A VARIETY OF EVENTS AT VITRUVIAN PARK, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Addison is authorized by Chapter 351 of the Texas Property Tax Code to levy a hotel occupancy tax to be used to directly enhance and promote tourism and the convention and hotel industry; and

**WHEREAS**, the Vitruvian Nights Live, Vitruvian Salsa Festival and other special events conducted by DCO Realty, Inc. within Vitruvian Park bring thousands of visitors and tourists to the Town of Addison, many of whom will stay at Addison hotels.

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

**Section 1.** The Events Agreement between Town of Addison and DCO Realty, Inc. for the management, operation, coordination and control of a variety of events at Vitruvian Park, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved and 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 11<sup>th</sup> day of October, 2016.

\_\_\_\_\_  
Todd Meier, Mayor

ATTEST:

By: \_\_\_\_\_  
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Brenda N. McDonald, City Attorney





STATE OF TEXAS       §  
  §  
COUNTY OF DALLAS   §

**EVENTS AGREEMENT**

This Events Agreement (“Agreement”) is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2016 (“Effective Date”) by and between the Town of Addison, Texas (“City” or “Addison”) and DCO Realty, Inc., a Delaware corporation (“DCO”) (the City and DCO are sometimes referred to herein together as the “parties” and individually as a “party”).

Recitals:

1. Except for properties owned by the City, DCO is the owner, manager, or otherwise has control over that area within the City that is known as Vitruvian Park and that is generally located along each side of Vitruvian Way, south of Spring Valley Road, and east of Marsh Lane.

2. DCO desires to conduct and present a variety of public events and activities within that area as described herein, and the City desires to participate in the public events and activities as set forth in this Agreement.

3. The public events and activities within Vitruvian Park attract individuals from throughout the region to the City.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements hereinafter set forth, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the City and DCO do hereby contract and agree as follows:

Section 1. Events; Term. DCO will conduct, present, manage, operate, coordinate, and control a variety of events (including Vitruvian Nights Live and Vitruvian Salsa Festival, or the like) (collectively, the “Events” and each an “Event”) and during the period of time of October 1, 2016 to September 30, 2017 (the “Events Period”). The Events will be conducted at and within that area of the City depicted and described in the attached Exhibit A (“Event Site”). A portion of the Event Site is a public park and open space area generally referred to as Vitruvian Park, which portion is shown on Exhibit A (and is referred to herein as the “Vitruvian Park Portion”). DCO is solely responsible for the Events.

DCO will conduct each Event in accordance and compliance with the terms and conditions hereof and all laws, ordinances, rules, regulations, standards, guidelines, and policies of the City or any other governmental authority having jurisdiction over the Event or the Event Site.

This Agreement shall be effective as of the Effective Date first set forth above and continue in effect through the end of the Events Period, subject, however, to the termination provisions of this Agreement.

Section 2. Sponsorship; Sponsorship Benefits. The City will be a sponsor of the Events as set forth herein. The City shall make available to DCO an annual sponsor fee (the “Sponsor Fee”) in an annual amount of \$185,000.00 to cover the cost of the Events during the

Events Period. . It is understood and agreed that the City will bid, hire and provide payment directly to a lighting contractor for the annual holiday light show (“Light Show”). The cost of the Light Show shall be deducted from the Sponsor Fee; and the remaining balance, if any, shall be submitted to DCO to cover the costs of other Events scheduled during the Events Period.

The Events will be designed to enhance and promote the identity of the Vitruvian Park area of Addison, which will in turn benefit hotels, retail, restaurant and housing providers in that area. The Events will create an entertainment amenity for all Addison residents, for those that live or work in the surrounding area and for regional tourists. In addition to these benefits to the City, for the City’s sponsorship of each Event, DCO will provide the City with the following benefits:

- (a) a listing of the City logo as a sponsor of the Events on collateral pieces, including but not limited to posters, fliers, invitations, admission passes, tickets, brochures, programs, etc.;
- (b) a listing of the City logo as a sponsor of the Events on all print, broadcast, outdoor and electronic advertising, including but not limited to newspaper ads, magazine ads, radio ads, billboards, newsletters, web communications, etc.;
- (c) a listing of the City as a sponsor of the Events in all press releases, and other communications regarding the Events;
- (d) a listing of the City logo as a sponsor on all street banners and signs in connection with the Events;
- (e) the inclusion of the Addison logo on the web site ([www.vitruvianpark.com](http://www.vitruvianpark.com)) and links to the City’s websites ([www.addisontexas.net](http://www.addisontexas.net)); and
- (f) provide recognition of the Town of Addison from the stage at the Events.

Section 3. Event Promotion, Advertising. Any promotion or advertising by, for, or on behalf of DCO or the City of any of the Events that references Addison or the Vitruvian Park Portion shall, before being used for promotion or advertising purposes, first be submitted to Addison or DCO, as applicable, for its prior review and approval (if any), which approval shall not be unreasonably withheld, conditioned or delayed. In the event Addison or DCO, as applicable, fails to disapprove (with specific comments regarding the reason(s) for such disapproval) such promotion or advertising within ten (10) calendar days after the same is submitted (or resubmitted after modifications, as the case may be) to Addison or DCO, as applicable, such promotion or advertising shall be deemed approved. The parties agree that the type of promotions and advertising provided for the same or similar events in the Town of Addison prior to this Agreement are acceptable.

The City will promote the Events and will, among other things, (a) list the Events on the City’s website ([www.addisontexas.net](http://www.addisontexas.net)) with a link to DCO’s website ([www.vitruvianpark.com](http://www.vitruvianpark.com)), (b) display banners (as approved by the City, if at all and in the City’s sole discretion, and subject to availability) across Belt Line Road advertising the Events (which banners, if any, will be supplied by DCO to the City no later than three (3) days prior to display), and (c) promote the Events on the City’s social media sites.

Section 4. Termination.

- (a) Either party may terminate this Agreement if the other party commits a material breach of this Agreement, and
- (i) such breach remains uncured for a period of 10 calendar days after notice thereof (which notice shall specifically identify the breach) is received by the breaching party, or
  - (ii) if the breach cannot with diligence be cured within said 10 day period, if within such period the breaching party provides the non-breaching party written notice of the curative measures which it proposes to undertake, and proceeds promptly to initiate such measures to cure such breach, and thereafter prosecutes the curing of such breach with diligence and continuity, the time within which such failure may be cured shall be extended for such period as may be necessary to complete the curing of such breach with diligence and continuity, not to exceed 30 calendar days following the occurrence of the breach unless otherwise agreed by the parties,

Upon termination of this Agreement by Addison pursuant to this subsection 4(a), Addison will pay to DCO any amounts then due pursuant to this Agreement through the date of such termination, but no further or additional payments will be made (and if any payment has been made for which services have not been provided, DCO will reimburse to Addison proportional amount of such payment equal to the value of the services not received). Upon termination of this Agreement by DCO pursuant to this subsection 4(a), Addison will pay to DCO the then unpaid portion of the Sponsor Fee.

(b) This Agreement may also be terminated by either party hereto for any reason or for no reason upon giving at least thirty (30) days written notice of such termination to the other party hereto. If Addison terminates this Agreement pursuant to this subsection 4(b), Addison will pay to DCO the then unpaid portion of the Sponsor Fee.. If DCO terminates this Agreement pursuant to this subsection 4(b), Addison will pay to DCO any amounts then due pursuant to this Agreement through the date of such termination but no further or additional payments will be made (and if any payment has been made for which services have not been provided, DCO will reimburse to Addison proportional amount of such payment equal to the value of the services not received).

(c) Payment obligations under this Section 4 shall survive termination of this Agreement.

Section 5. Insurance. At all times in connection with this Agreement, DCO shall purchase and maintain in a company or companies lawfully authorized to do business in Texas such insurance coverages set forth in Section 67-16(b)(4) of the Code of Ordinances of the City, a copy of which is attached as Exhibit B to this Agreement (with the addition that the requirement for commercial general liability shall also include coverage for death); provided, however, that the City Manager may waive the requirement of any of such insurance where, in the sole opinion of the City Manager, such insurance is not necessary to cover or protect a function or purpose of this Agreement.

In addition to the provisions of Section 67-16(b)(4), DCO shall specifically endorse applicable insurance policies as follows:

- (i) The Town of Addison, Texas shall be named as an additional insured with respect to General Liability and Automobile Liability.
- (ii) All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison, Texas.
- (iii) A waiver of subrogation in favor of the Town of Addison, Texas, its elected officials, its officers, employees, and agents shall be contained in each policy required herein.
- (iv) Reserved.
- (v) 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.
- (vi) 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.
- (vii) Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- (viii) DCO may maintain reasonable and customary deductibles, subject to approval by the Town of Addison, Texas.
- (ix) Insurance must be purchased from insurers that are financially acceptable to the Town of Addison, Texas and licensed to do business in the State of Texas.

Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, delivered to DCO and the City prior to the commencement of each Event, 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.

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

Section 6. **Responsibility, Assumption of Risk.** In connection with the Events and this Agreement and for the consideration set forth herein, **DCO agrees to assume and does hereby assume all responsibility and liability for any and all damages or destruction of any property or personal injuries (including death) to any person of whatsoever kind or nature**

caused by, arising out of, or in connection with DCO's conducting, presentation, management, operation, coordination, and control of the Events as set forth in Section 1 of this Agreement or by any act or omission of any DCO Persons (as defined in Section 7, below). Addison assumes, and shall have, no responsibility for any property placed by DCO or by any DCO Persons on the Event Site, and DCO hereby RELEASES Addison and all Addison Persons from any and all claims or liabilities of any kind or nature whatsoever for any loss, injury or damages whatsoever to persons or property that are sustained by reason of the occupancy of the Event Site.

DCO, for itself and the DCO Persons do hereby ASSUME THE RISK of all conditions, whether dangerous or otherwise, in and about the Vitruvian Park Portion, and waive any and all specific notice of the existence of any defective or dangerous condition in or about the same. The provisions of this paragraph shall survive the termination of this Agreement and the Events.

The provisions of this Section shall survive the expiration or termination of this Agreement.

Section 7. **DCO's INDEMNITY OBLIGATION.** FOR THE CONSIDERATION SET FORTH IN THIS AGREEMENT, DCO COVENANTS AND AGREES TO FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS ADDISON, ITS ELECTED AND APPOINTED OFFICIALS, ITS OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS, INDIVIDUALLY OR COLLECTIVELY, IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES (COLLECTIVELY, "**ADDISON PERSONS**" AND EACH AN "**ADDISON PERSON**"), FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITY, JUDGMENTS, LAWSUITS, DEMANDS, HARM, LOSSES, DAMAGES, PROCEEDINGS, SUITS, ACTIONS, CAUSES OF ACTION, LIENS, FEES, FINES, PENALTIES, EXPENSES, OR COSTS, OF ANY KIND AND NATURE WHATSOEVER MADE UPON OR INCURRED BY THE CITY OR ANY OTHER ADDISON PERSON, WHETHER DIRECTLY OR INDIRECTLY, (THE "**CLAIMS**"), THAT ARISE OUT OF, RESULT FROM, OR RELATE TO:

- (1) DCO'S CONDUCTING, PRESENTATION, MANAGEMENT, OPERATION, COORDINATION, AND CONTROL OF THE EVENTS AS SET FORTH IN SECTION 1 OF THIS AGREEMENT,
  - (2) REPRESENTATIONS OR WARRANTIES BY DCO UNDER THIS AGREEMENT,
  - (3) ANY PERSONAL INJURIES (INCLUDING BUT NOT LIMITED TO DEATH) TO ANY DCO PERSONS (AS HEREINAFTER DEFINED) ARISING OUT OF OR IN CONNECTION WITH DCO'S CONDUCTING, PRESENTATION, MANAGEMENT, OPERATION, COORDINATION, AND CONTROL OF THE EVENTS, AND/OR
  - (4) ANY OTHER ACT OR OMISSION UNDER, IN CONNECTION WITH, OR IN PERFORMANCE OF THIS AGREEMENT BY
- (1) DCO OR BY ANY OF ITS OWNERS, PARTNERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES, OR CONCESSIONAIRES, OR ANY OTHER PERSON OR ENTITY FOR WHOM DCO IS LEGALLY RESPONSIBLE, BY

- (II) ANY AFFILIATE OF DCO OR ANY AFFILIATE'S OWNERS, PARTNERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES, OR CONCESSIONAIRES, OR OF ANY OTHER PERSON OR ENTITY FOR WHOM SUCH AFFILIATE IS LEGALLY RESPONSIBLE, AND/OR BY
- (III) THE RESPECTIVE OWNERS, PARTNERS, OFFICERS, MANAGERS, EMPLOYEES, DIRECTORS, AGENTS, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES, AND CONCESSIONAIRES OF THE ENTITIES AND PERSONS DESCRIBED IN THE FOREGOING (I) AND (II) (THE ENTITIES AND PERSONS DESCRIBED IN THE FOREGOING (I), (II), AND (III) BEING COLLECTIVELY "DCO PERSONS").

SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE DAMAGES ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ADDISON AND/OR ANY OTHER ADDISON PERSON, OR CONDUCT BY ANY ADDISON AND/OR ANY OTHER ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND, BUT DOES NOT INCLUDE ANY CLAIMS FOUND TO BE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ADDISON AND/OR ANY OTHER ADDISON PERSON. HOWEVER, DCO'S LIABILITY UNDER THIS CLAUSE SHALL BE REDUCED BY THAT PORTION OF THE TOTAL AMOUNT OF THE CLAIMS (INCLUDING DEFENSE FEES AND COSTS) EQUAL TO THE ADDISON PERSON OR ADDISON PERSONS' PROPORTIONATE SHARE OF THE NEGLIGENCE, OR CONDUCT THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND, THAT CAUSED THE LOSS.

FOR PURPOSES HEREOF, "AFFILIATE" MEANS (A) ALL PERSONS, CORPORATIONS, AND OTHER ENTITIES, IF ANY, CONTROLLED BY DCO, (B) ALL PERSONS, CORPORATIONS, AND OTHER ENTITIES WHICH CONTROL DCO ("PARENT"), AND (C) ALL PERSONS, CORPORATIONS, AND OTHER ENTITIES CONTROLLED BY A PARENT; AND "CONTROL" MEANS THE POSSESSION, DIRECTLY OR INDIRECTLY, OF THE POWER TO DIRECT OR CAUSE THE DIRECTION OF THE MANAGEMENT AND POLICIES OF AN ENTITY, WHETHER THROUGH OWNERSHIP OF VOTING SECURITIES OR PARTNERSHIP INTERESTS, BY CONTRACT, OR OTHERWISE.

EACH PARTY SHALL PROMPTLY ADVISE THE OTHER PARTY IN WRITING OF ANY CLAIM OR DEMAND AGAINST ANY ADDISON PERSON, DCO, OR ANY DCO PERSON RELATED TO OR ARISING OUT OF DCO'S ACTIVITIES UNDER THIS AGREEMENT, AND, TO THE EXTENT REQUIRED UNDER THIS SECTION 7, DCO SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT DCO'S SOLE COST AND EXPENSE. THE ADDISON PERSONS SHALL HAVE THE RIGHT, AT THE ADDISON PERSONS' OPTION AND AT OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING DCO OF ANY OF ITS OBLIGATIONS HEREUNDER.

THE PROVISIONS OF THIS DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

Section 8. Miscellaneous.

(a) *Notices.* For purposes of this Agreement and except as otherwise provided for in 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 Federal Express Corporation or other nationally recognized carrier to be delivered next business day. Notice shall be deemed given when received if delivered personally or if sent by Federal Express or other nationally recognized carrier; or seventy-two (72) hours after deposit if sent by certified mail.

Addresses for notices and communications are as follows:

<u>To DCO:</u>	<u>To Addison:</u>
c/o UDR, Inc. 1745 Shea Center Drive, Suite 200 Highlands Ranch, CO 80129 Attn: Legal Department	Town of Addison, Texas 5300 Belt Line Road Dallas, Texas 75254 Attn: City Manager

From time to time either party may designate another address within 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.

(b) *Independent Contractors.* This Agreement shall not be deemed to create a joint venture, joint enterprise, partnership, principal-agent, employer-employee or similar relationship between DCO and Addison. DCO and Addison are and shall be acting as independent contractors under this Agreement.

(c) *Assignment; Binding Agreement.* DCO shall not, and has no authority to, assign, sell, pledge, transfer, encumber, or otherwise convey (any of the foregoing, and the occurrence of any of the foregoing, a “Conveyance”) in any manner or form whatsoever (including by operation of law, by merger, or otherwise) all or part of its rights and obligations hereunder without the prior written approval of the City. Any Conveyance of any kind or by any method without the City’s prior written consent shall be null and void. This Agreement shall be binding on and inure to the benefit of the parties, their respective permitted successors and permitted assigns.

(d) *Construction of Terms.* For purposes of this Agreement, (i) “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, and (ii) “day” or “days” means calendar days. 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.

(e) *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.



(f) *Entire Agreement; Amendment.* This Agreement represents the entire and integrated agreement between DCO and the City 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 DCO and the City or it shall have no effect and shall be void.

(g) *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.

(h) *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.

(i) *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.

(j) *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.

(k) *Recitals; Exhibits.* The Recitals to this Agreement are incorporated into this Agreement and made a part hereof for all purposes. All appendices and exhibits to this Agreement referenced in this Agreement are incorporated herein by reference and made a part hereof for all purposes wherever reference is made to the same.

(l) *Authorized Signatories.* The officers and/or agents of the parties hereto executing this Agreement 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 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.

(m) *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and same instrument.

**In Witness Whereof**, the parties hereto have executed this Agreement effective as of Effective Date.

**TOWN OF ADDISON, TEXAS**

**DCO REALTY, INC.**

By: \_\_\_\_\_  
Wesley S Pierson, City Manager

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

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

Typed name: Harry G. Alcock

Title: Senior Vice President

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

**EXHIBIT A**



**EXHIBIT B**

**Section 67-16(b)(4), Code of Ordinances**

- (4) *Insurance.* The promoter of a district event or host of a non-district event held on public property and all contractors and subcontractors shall purchase and maintain insurance at their own expense during the event and its setup and teardown in the following minimum amounts:
- a. Statutory limits of workers compensation insurance.
  - b. Employers liability \$1,000,000.00.
  - c. Commercial general liability \$1,000,000.00.
  - d. General aggregate \$2,000,000.00.
  - e. Product/completed operations aggregate \$2,000,000.00.
  - f. Personal injury and advertising \$1,000,000.00.
  - g. Per occurrence \$1,000,000.00.
  - h. Medical coverage \$5,000.00 per person.
  - i. Fire liability \$50,000.00 per fire.
  - j. Liquor liability endorsement \$1,000,000.00 per claim.
  - k. Comprehensive automobile liability \$1,000,000.00 (owned, leased, non-owned and hired automobiles).

The committee shall review the sufficiency of required policies and, based on the nature of the event, request reasonable changes or increases in coverage. Upon such request, the promoter shall immediately increase the limits of such insurance to an amount satisfactory to the town and make other reasonable changes requested. The amount required by the committee shall be commensurate with other events of the nature of the subject event.

Required policies shall be issued by a carrier that is rated "A-:VII" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas, name the Town of Addison as an additional insured on a primary basis in all liability coverages, and include a waiver of the subrogation endorsement in all coverages in favor of Addison.

Certificates of insurance shall be delivered to the special event manager at least 30 days prior to the first day of the district event. Each such certificate must provide that it shall not be canceled without at least 30 days written notice thereof being given to the Town of Addison. Certified copies of insurance policies shall be furnished to the Town of Addison upon request.

**Work Session and Regular Meeting****Meeting Date:** 10/11/2016**Department:** General Services

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**AGENDA CAPTION:**

Consider Approval Of An **Award Of Bid For The Purchase Of (1) 2017 Sutphen SPH-100 Aerial Platform Fire Truck, Under The Town's Inter-local Agreement With The Texas Local Government Purchasing Cooperative Known As BuyBoard** In The Amount Of \$1,171,870.76.

**BACKGROUND:**

At the January 11, 2005 Council meeting, the Town approved a resolution to join the Texas Local Government Purchasing Cooperative - better known as BuyBoard. BuyBoard issues request for bids for vehicles and equipment every year and receives extremely competitive prices because of the large volume of purchases they generate. This is a comparable purchasing method to those purchases done through the Houston Galveston Area Council. By participating in a cooperative, we are able to receive better prices on items we need and in some cases without the effort of seeking formal quotes or bids.

Per our Capital Equipment Replacement Fund schedule, the Town is purchasing a 2017 Sutphen SPH-100 Aerial Platform ladder truck that will replace a 2004 85' Pierce Aerial ladder truck that has reached the end of its useful life (12 years) and will be sent to auction. This purchase will also move a 2004 75' Pierce Aerial truck into reserve status. As with all of our fire apparatus, this is a turn-key complete build purchase. When the truck is delivered it will be ready to go into service.

Sutphen Corporation offers a down payment discount option of which staff has chosen to participate. The bid price for this piece of apparatus is \$1,190,976. By sending a full prepayment of \$1,171,870.76 with our build order, we save \$19,105.24 off the bid price for a purchase price of \$1,171,870.76. Historically, staff has successfully participated in their down payment discount options to achieve additional savings.

There are sufficient funds in the Capital Equipment Replacement Fund to cover the recommended expenditure of \$1,171,870.76.

**RECOMMENDATION:**

Administration recommends approval.

---

## **Attachments**

BuyBoard Contract # -Discount Options

---



**FAMILY OWNED  
SINCE 1890**

**Date: August 15, 2016**

**Proposal for the City of Addison, Texas**  
**Fire Chief David Jones**  
**and**  
**Mark Acevedo, Director of General Services**  
**TEXAS BUYBOARD CONTRACT #491-15**

**Gentlemen:**

We hereby propose and agree to furnish the following fire fighting apparatus upon your acceptance of this proposal:

**One (1) Sutphen Heavy Duty SPH-100 AERIAL PLATFORM;  
Completed and Delivered for the Total Sum of:  
.....\$1,190,976\***

*\*The fee for the BuyBoard is **included** in the above price. Please refer to the pre-payment discount options offered herein.*

Which will be manufactured completely in accordance to the following proposal and delivered approximately **8-10 months** after approval of contract, subject to delays from all causes beyond our control. Due to an impending price increase, bid price is firm through October 18, 2016.

Respectfully submitted by:

**J. Dean Shumaker**

Sales Representative

**Sutphen Corporation**  
PO Box 158 • Amlin, OH 43002-0158  
6450 Eiterman Road • Dublin, OH 43016-8711  
Tel 614 889-1005 • Toll Free 800 848-5860 • Fax 614 889-0874  
[www.sutphen.com](http://www.sutphen.com) • [Sutphen@sutphencorp.com](mailto:Sutphen@sutphencorp.com)



**FAMILY OWNED  
SINCE 1890**

**DOWN PAYMENT DISCOUNTS  
FOR THE  
Town of Addison  
Mr. Mark Acevedo: Director of General Services**

Proposal Price . . . . . **\$1,190,976.00**

- Option 1 For a down payment in the amount of \$297,744.00 the discount would be \$4,776.31 for a total selling price of . . . \$1,186,199.69
  
- Option 2 For a down payment in the amount of \$595,488.00 the discount would be \$9,552.62 for a total selling price of . . . \$1,181,423.38
  
- Option 3 For a down payment in the amount of \$893,232.00 the discount would be \$14,328.93 for a total selling price of . . . \$1,176,647.07
  
- Option 4 For a full prepayment, we offer a discount of \$19,105.24 for a final selling price of . . . . . \$1,171,870.76

**NOTE:** For any option above, the down payment would be due within 30 days of contract signing in order to receive the discounts listed. Any remaining balance would be due at the time of delivery.

**Sutphen Corporation**  
PO Box 158 • Amlin, OH 43002-0158  
6450 Eiterman Road • Dublin, OH 43016-8711  
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**www.sutphen.com • Sutphen@sutphencorp.com**



AI-1928

15.

**Work Session and Regular Meeting**

**Meeting Date:** 10/11/2016

**Department:** City Secretary

---

**AGENDA CAPTION:**

Presentation Regarding The **Carrollton-Farmers Branch Independent School District Budget And Financial Structure.**

**BACKGROUND:**

The Carrollton-Farmers Branch Independent School District Superintendent Bobby Burns asked to present this information to Council.

**RECOMMENDATION:**

Information only, no action required.

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**Work Session and Regular Meeting****Meeting Date:** 10/11/2016**Department:** Information Technology

---

**AGENDA CAPTION:**

Present, Discuss And Consider Approval Of A **Resolution Approving Amending A Contract With Swagit Productions, LLC For The Purchase And Installation Of Three (3) Additional High Definition (HD) Broadcast And Streaming Systems At Town Hall Parlor, Treehouse, And The Conference Centre** In An Amount Not To Exceed \$199,867.65.

**BACKGROUND:**

The Town of Addison is currently in a contract with Swagit Productions, LLC (Swagit) for the recording and streaming of Council meetings held in the Council Chambers. When meetings are held outside of the Chambers, the Town utilizes a mobile unit from Swagit for the recording of these meetings. Additionally, the Town has funds available to support public, educational, and governmental (PEG) access facilities for its citizens. This item is requesting approval for the purchase of three additional high definition (HD) broadcast and streaming systems to be permanently installed at the parlor in Town Hall, Treehouse, and the Conference Centre to be paid for by PEG funds in an amount not to exceed \$199,867.65.

In 2005, the Texas Legislature passed Senate Bill 5, which enacted a new Chapter 66 to the Texas Utilities Code, authorizing a state-issued certificate of franchise authority for cable and video providers. This effectively eliminated local regulatory authority of telecommunication companies.

Chapter 66 keeps Texas cities financially whole by providing that all technologies and services that use the public rights-of-way pay a fair and equitable rental fee for use of the public's land. Specifically, a provider that holds a state-issued franchise must pay five percent of its gross revenues to the city. A city may spend these funds without restriction on any general budget item it sees fit.

In addition, Chapter 66 provides for additional funds to PEG access facilities for their citizens. Chapter 66 expressly states that providers are required to pay these additional funds to the city, over-and-above the five percent franchise fee, to assist the city in providing PEG channel capacity. **These funds do have a restricted use**. If the funds are not spent for the purposes specified in Chapter 66 the provider may be able to deduct the amount they previously paid from future franchise fee payments.

**This chapter explicitly explains that the cities can only use the PEG fee for Capital PEG access facilities**. In General, Capital facilities include all facilities and

equipment that have a useful life of longer than one year, and that are used for PEG access facilities to provide or enhance the provisioning of PEG channel capacity, programming, and transmissions for a governmental use. For example, capital facilities include, but are not limited to:

1. Production facilities, such as a studio office and furnishings;
2. Physical sets coaxial and fiber lines and all other physical connections;
3. Vehicles dedicated for the support of PEG access facilities; and
4. Cameras or other similar items having a useful life of more than one year.

Additionally, any purchase that increases or adds substantial value to capital PEG access facilities mentioned above, or that adapts PEG access capital facilities to a new or different use, or that constitutes a betterment of those capital facilities, is a permissible use of the PEG fee.

Since the inception of the PEG (Public, Educational & Governmental) fund, part of the cable franchise agreement, Addison has collected close to \$320,000 in PEG fees. PEG fees are established to allow and encourage cities to:

- Provide a convenient and information-rich resource for residents, visitors, businesses, non-profit organizations, other public agencies, and schools to access their city government,
- Make public proceedings and events more accessible to City residents by providing footage of City Council, Planning Commission, and other local government meetings,
- Provide more extensive information on important City issues and activities,
- Promote City-sponsored or City co-sponsored special events,
- Employ the latest technology to improve customer service and communication relating to issues,
- Foster economic development,
- Act as a source of information during local emergencies.

The Town's transparency philosophy has always been to use all the available media resources (Newsletter, Web site, Facebook, Twitter, publication, door hangers, etc.) to communicate with its stakeholders. The PEG channel is the last leg of the communication platform that hasn't yet been offered to the public. If we don't use the collected fees to establish a PEG channel soon we might be forced to return the money to the cable company, as it's been explained under section 66.006(b) and cease the collection process as well.

**RECOMMENDATION:**

Administration recommends approval.

---

**Attachments**

Resolution



TOWN OF ADDISON, TEXAS

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

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE TOWN OF ADDISON AND SWAGIT PRODUCTION, LLC FOR LIVE AND ON-DEMAND VIDEO STREAMING SERVICES AND EQUIPMENT IN AN AMOUNT NOT TO EXCEED \$199,867.65, AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT, AND PROVIDING AN EFFECTIVE DATE.

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

**Section 1.** The Amendment No. 1 to the Agreement between the Town of Addison and Swagit Production, LLC for live and on-demand video streaming services and equipment in an amount not to exceed \$199,867.65, 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 11<sup>th</sup> day of October, 2016.

\_\_\_\_\_  
Todd Meier, Mayor

ATTEST:

By: \_\_\_\_\_  
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Brenda N. McDonald, City Attorney

# EXHIBIT A

## AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE TOWN OF ADDISON, TEXAS AND SWAGIT PRODUCTIONS, LLC

This AMENDMENT NO. 1 to the Agreement between the Town of Addison, Texas and Swagit Productions, LLC (“Amendment No. 1”) is made and entered into between the Town of Addison, Texas (“Town”) and Swagit Productions, LLC (“Provider”) to be effective from and after October \_\_, 2016 (“Effective Date”).

**WHEREAS**, the Town and Provider entered into an agreement for live and on-demand video streaming services and equipment on April 10, 2009 (“Agreement”); and

**WHEREAS**, the Town and Provider desire to amend the Agreement for the purpose of expanding the services and equipment provided; and

**WHEREAS**, the Town and Provider desire to amend the Agreement as hereinafter set forth.

### **NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:**

That for and in consideration of the covenants contained herein, the mutual benefits to be obtained hereby and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Provider do mutually agree as follows:

1. **Amendment to Agreement, Section 1, Services to Be Performed by Provider.** The attached Exhibit “A” to this Amendment No. 1, incorporated herein for all purposes, outlining the additional services to be performed and equipment to be installed by Provider, shall be incorporated for all purposes into the existing Exhibit “A” of the Agreement as part of the “Scope of Services”.

2. **Amendment to Agreement, Section 2, Compensation of Provider.** To the extent Exhibit “A” to this Amendment No. 1 includes additional compensation under “Investment”, page 28, due to Provider based upon the additional services and equipment, then Section 2, Compensation of Provider, shall be amended. In no event shall the additional compensation exceed \$199,867.65.

3. **Counterparts.** This Amendment No. 1 may be executed in a number of identical counterparts. If so executed, each of such counterparts is deemed to be an original for all purposes. If so executed, each of such counterparts shall, collectively, constitute one Amendment No. 1. An electronic signature will also be deemed to constitute an original if properly executed.

4. **Defined Terms/Ratification of Agreement.** Any term not defined herein shall be deemed to have the same definition identified in the Agreement. Except as expressly amended herein, all of the terms, provisions, covenants, and conditions of the Agreement are hereby ratified and confirmed and shall continue in full force and effect.

# EXHIBIT A

5. **Authority to Execute.** The individuals executing this Amendment No. 1 represent and warrant that they are empowered and duly authorized to execute this Amendment No. 1 on behalf of the parties they represent.

6. **Entire Agreement/Amendment No. 1.** The Agreement and this Amendment No. 1 embody the entire agreement between the parties regarding the subject matter hereof. There are no oral understandings or arrangements between the parties regarding the subject matter hereof.

7. **Venue.** This Amendment No. 1 shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Dallas County, Texas.

8. **Assignment.** This Amendment No. 1 may not be assigned except as authorized by the Agreement.

**IN WITNESS HEREOF**, the parties have executed this Amendment No. 1 to the Agreement, as reflected by the signatures below.

**TOWN OF ADDISON, TEXAS**

**SWAGIT PRODUCTIONS, LLC**

\_\_\_\_\_  
Wesley S. Pierson, City Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT A**

**EXHIBIT A**

**Town of Addison, TX**  
**EXPRESSION OF INTEREST**

The image shows a promotional banner for Swagit. The top half of the banner features a red background with a film strip graphic on the right and a bright light source on the left. The Swagit logo, consisting of a red square with a white circle inside and two parentheses, is on the left. To its right, the word "swagit" is written in a bold, lowercase, sans-serif font. Below "swagit" is the tagline "always connected" in a smaller, lowercase font. The bottom half of the banner is a solid black bar with white text that reads "CREATE, HOST, AND DELIVER BROADCAST LIVE OR ON-DEMAND AUDIO/VIDEO CONTENT".

**swagit**  
always connected

**CREATE, HOST, AND DELIVER BROADCAST  
LIVE OR ON-DEMAND AUDIO/VIDEO CONTENT**

September 2016



# EXHIBIT A

Swagit Productions, LLC  
850 Central Pkwy E., Suite 100  
Plano, TX 75074

September 22, 2016

ATTN: Hamid Khaleghipour  
Director of Information Technology  
Town of Addison, TX  
Office: (972) 450-2868  
[hkhaleghipour@addisontx.gov](mailto:hkhaleghipour@addisontx.gov)

Mr. Khaleghipour,

**Swagit Productions, LLC**, would first like to thank you for your time and the opportunity to earn your business. In an overpriced, complicated and hands-on video industry, Swagit has created an affordable, simple and **hands-free** solution that offers the most current advancements in video streaming technology.

Swagit's primary goal is to bring governments an easy solution and provide improved transparency to your constituents without the additional workload. A company that first specialized in turnaround streams for television stations and newspapers, Swagit has grown significantly to a diverse client list that consists of a variety of government entities including: cities, counties, states, school districts, newspapers, television stations, etc.

Below is a list of some of the unique advantages of our EASE™ solution.

- Completely **hands-free** recording, uploading and archiving
- Indexing and time-stamping
- 24/7 Support and Customer Service
- An open API, which allows for seamless integration with any agenda management software
- No training needed
- Unlimited storage
- 98.99% uptime
- Latest software upgrades, no upgrade fees
- Captioning support and integration

Below is a list of some of the unique advantages of our Cosmos solution.

- Ability for internal staff to operate locally
- Optional complete **hands-free** operation
- No training needed on production outsourced to Swagit
- 2-4+ robotic cameras, available in SD or HD
- Detailed direct camera positioning (pan, tilt, zoom, focus, etc.)
- Pro Video Switcher that utilizes the 'wipe' function from the camera control GU
- 98.99% uptime
- Remote switching capabilities

Sincerely,

David Owusu  
Director of Streaming Media  
Swagit Productions, LLC  
(P) 214.432.5905  
[david@swagit.com](mailto:david@swagit.com)  
[www.swagit.com](http://www.swagit.com)

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# EXHIBIT A

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# EXHIBIT A

## EXECUTIVE SUMMARY / COMPANY HISTORY

**Swagit Productions, LLC** is a privately held company headquartered in Plano, Texas. Founded in 2003, Swagit is a progressive company that is pioneering the broadband multimedia communication service industry by providing clients a **hands-free** approach to always being connected to end-users' information needs. In combining Swagit's EASE™ and Cosmos™ solutions, clients are offered the most comprehensive **hands-free** experience possible.

Swagit specializes in providing streaming media solutions to cities, counties, states and school districts. Furthermore, Swagit is a complete video production entity: including services such as post-production, studio and recording booth sessions.

Swagit began with a mission to supply clients an affordable solution to stream their own content in an overpriced, complicated, hands-on video industry. What began as a company that specialized in turnaround streams for cities, counties, states and school districts, Swagit has grown significantly and provides an open API which allows for integrations with all Agenda/Document Management Solutions. This lets our clients choose the 'best of breed' Agenda Management Solution for their unique needs.



With Swagit's EASE™ streaming video solution, clients are able to stream their public content live and on-demand through the jurisdiction's website. HTML5 compatibility makes getting to the content even easier and more convenient as viewers are able to access all of the video content via their computer, smart phone or tablet. Archived meetings are indexed and broken up into clips per each agenda item for a greater end-user experience.

Cosmos™ is Swagit's broadcast solution comprised of two to four cameras and pro-video switching equipment that allows either Swagit engineers to control the cameras remotely or on-site camera control by government staff. It is the Cosmos™ solution combined with EASE™ that allows for clients to be able to outsource all of the production and video streaming/indexing to Swagit Productions, LLC for a completely end-to-end, **hands-free** solution.

The Swagit network stretches across North America guaranteeing that you and your constituents are always connected. Our network insures fast connect times from the closest point-of-presence (POP) to an end-user's location. In addition, Swagit's network is fully redundant giving clients the peace of mind of redundancy and keeping with the Swagit motto of "Always Connected."

## POINTS OF DIFFERENCE

- Swagit's EASE™ solution is a completely **hands-free** and requires no staff time or resources
- Larger video with Swagit's solution (up to 70% larger) and FLASH video format, the most commonly viewed format on the web. Swagit also utilizes HTML5 for streaming to mobiles devices such as the iPhone and iPad.
- Swagit's open API allows integrations with any agenda management solution
- Swagit is the only government streaming provider that has developed its own content delivery network, ensuring quick and reliable connections for your constituents
- Unlimited storage for Specialty content
- Swagit's unique **hands-free** solution typically qualifies as a sole sourced solutions allowing for quick deployments
- **100% Client Retention**

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## **EASE™ – Extensible Automated Streaming Engine**

The Extensible Automated Streaming Engine (EASE™) is a software framework comprised of foundation and extension modules that work together to automate many otherwise manually intensive tasks. This completely hands-off solution meets the current and future needs of your entity without creating any additional work for the city's clerks or webmasters.

- **Video Capture and Encoding**

EASE™ Encoder records content according to your broadcast schedule and transfer the recorded audio/video to the Swagit Content Network via a secure Virtual Private Network (VPN) connection, making it available for live and/or on-demand streaming.

- **Indexing and Cross Linking**

Using your published meeting agendas as a guide, Swagit's Managed Service Division (SMSD) indexes the meetings without any work from the city. SMSD will annotate your content by adding jump-to points with specific item headings, giving users the greatest flexibility to find the specific content they need. With these jump-to points, users can step through video by searching for or clicking specific items.

- **Agenda Management Integration**

If meeting packets or other related information is available online, SMSD will link them directly to the video player for easy access.

**Swagit's EASE™ solution integrates with all Document/Agenda Management solutions.**

- **Archiving**

Client audio/video can be stored securely on the Swagit Content Network indefinitely. Fault tolerance and high availability is assured through replication of audio/video content to multiple, geographically redundant, Storage Area Networks (SAN). Our standard packages include 80GB of storage, enough for approximately three full years of city council meetings.

- **Presentation**

By navigating through the video library, users can view a list of meetings chronologically and once in a selected meeting you can unleash the power of the jump-to markers to search for specific points within individual audio/video clips.

- **Delivery**

In order to deliver on-demand content to end users in a format that is native to their computer's operating system, Swagit can deliver content in all major streaming video formats: Flash, Windows Media, QuickTime and Real. Swagit is proud to support Flash as its default format, which has proven itself as the format of choice from such vendors as YouTube, Google Video, ABC and NBC/Universal.

**Currently, Flash has a 99% ubiquity rate amongst all the platforms. Swagit can provide Windows Media format (70% ubiquity) however, using Windows Media format may exclude Apple users.\***

# EXHIBIT A

## EASE™ – Extensible Automated Streaming Engine

Swagit also streams in HTML5 providing content to mobile devices such as the iPhone, iPad and other mobile devices.



### ■ Monitoring

Swagit is monitoring all aspects of the Swagit Content Network to ensure its health and availability. This monitoring extends to cover remote Swagit EASE™ Encoders deployed on client premises. In the rare event of trouble our engineers are promptly notified so that they may dispatch a swift response in accordance with our support procedures.

### ■ Statistics

Swagit collates log files from our streaming servers monthly and processes them with the industry recognized Google Analytics. Google Analytics generates reports ranging from high-level, executive overviews to in depth quality of service statistics. These reports help to highlight growth trends and identify popular content.

### ■ Support

Beyond our proactive monitoring and response, Swagit offers ongoing, 24/7 technical support for any issues our clients may encounter. While our choice of quality hardware vendors and a thorough pre-installation testing phase go a long way toward ensuring trouble free operation of our EASE™ Encoders, we do recognize that occasionally unforeseen issues arise. In the event that our engineers detect a fault, they will work to diagnose the issue. If necessary, next business day replacement of parts will be completed. Swagit offers continual software updates and feature enhancements to our services and products for the life of your managed services contract.

# EXHIBIT A

## EASE™ – Extensible Automated Streaming Engine

### AT&T U-verse® Integration

Many Public Access, Educational and Government (PEG) channels now have the opportunity to reach a new group of broadcast subscribers via AT&T U-verse® TV service. To reach these subscribers, U-verse® requires a 480x480 pixel Windows Media VC-1 stream at 1.25Mbs. Our EASE™ encoder is not only capable of creating a live U-verse® compatible stream, but it can also simultaneously encode a video stream, of your choosing (i.e. Flash, Windows Media, QuickTime, Real, etc.), for Internet distribution.

AT&T U-verse® and Swagit Productions, LLC both have headquarters located within the Dallas, Texas area. This allows the two companies to work together seamlessly for the betterment of government transparency. The partnership combined with Swagit's 'hands-free' streaming solutions, helps increase accessibility of government programming. Additionally, adding another form of distribution for content using a single solution not only saves money, but also makes things easy.

The City of Allen was able to deploy their content to AT&T U-verse® TV by leveraging their existing partnership with Swagit. "We have been using Swagit for on-line video on-demand since 2004 and have been very happy not only with the integrity of the product, but also with the quality of customer service," said ACTV Executive Producer Mark Kaufmann. "With the recent addition of Live streaming services, the opportunity opened to connect to AT&T's U-verse® TV network. We knew it was the right decision as we are constantly trying to find creative, cost-effective ways to reach more viewers."



# EXHIBIT A

## PRICING – EASE™ HD Up-Front Costs

Swagit's EASE™ encoders offer broadcasters and other administrators the ability to stream live events to cable television providers (i.e. AT&T U-verse®), over the Internet through a high speed connection, or to mobile devices such as iPhones, iPads or Androids. Furthermore, the unit can record and archive all media for on-demand viewing as well.

Item Description	Type	Costs (Up-Front)
<b>Premium Encoder- Hardware/Software/Provisioning (AT&amp;T U-verse® Compatible)</b>	1UServer	
<ul style="list-style-type: none"> <li>EASE™ "Premium" Encoding Unit includes software Installation, system burn-In, rack rails included</li> <li>Software Licenses (Flash Media, HTML5, Microsoft OS)</li> <li>Osprey Capture Card with Simulstream and DirectShow® API</li> </ul>		
<b>EASE™ HD/SDI Remote Video Indexing Kit (Includes Scheduler)</b>	Software	
<b>Branded Video Library, Media Player</b>	Setup	<b>Current Client</b>
<b>Remote Network Installation (Typically 3 hours)</b>	Setup	
<b>Total Upfront Cost</b>		
<b>Premium - Hardware/Software/Provisioning (AT&amp;T U-verse® Compatible) + Osprey</b>		<b>\$ 7,985.00</b>

\* Price and hardware model are subject to change after 60 days without prior notice.



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# EXHIBIT A

## PRICING – EASE™ SD Up-Front Costs

Swagit's EASE™ encoders offer broadcasters and other administrators the ability to stream live events to cable television providers (i.e. AT&T U-verse®), over the Internet through a high speed connection, or to mobile devices such as iPhones, iPads or Androids. Furthermore, the unit can record and archive all media for on-demand viewing as well.

Item Description	Type	Costs (Up-Front)
Standard Encoder- Hardware/Software/Provisioning (AT&T U-verse® Compatible)	1UServer	
<ul style="list-style-type: none"> <li>EASE™ "Standard" Encoding Unit includes software Installation, system burn-In, rack rails included</li> <li>Software Licenses (Flash Media, HTML5, Microsoft OS)</li> <li>Osprey Capture Card with Simulstream and DirectShow® API</li> </ul>		
EASE™ SD Remote Video Indexing Kit (Includes Scheduler)	Software	
Branded Video Library, Media Player	Setup	<b>Current Client</b>
Remote Network Installation (Typically 3 hours)	Setup	

Total Upfront Cost	
Standard - Hardware/Software/Provisioning	\$ 5,140.00
<b>Total for Two (2) Separate Locations</b>	<b>\$ 10,280.00</b>

\* Price and hardware model are subject to change after 60 days without prior notice.



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## COSMOS™ HD – Broadcast System

Built upon years of industry experience, Cosmos™ is a complete package of cameras and pro video-switching equipment that enables any client to fully outsource the production and operation of a multiple camera broadcast system to Swagit.

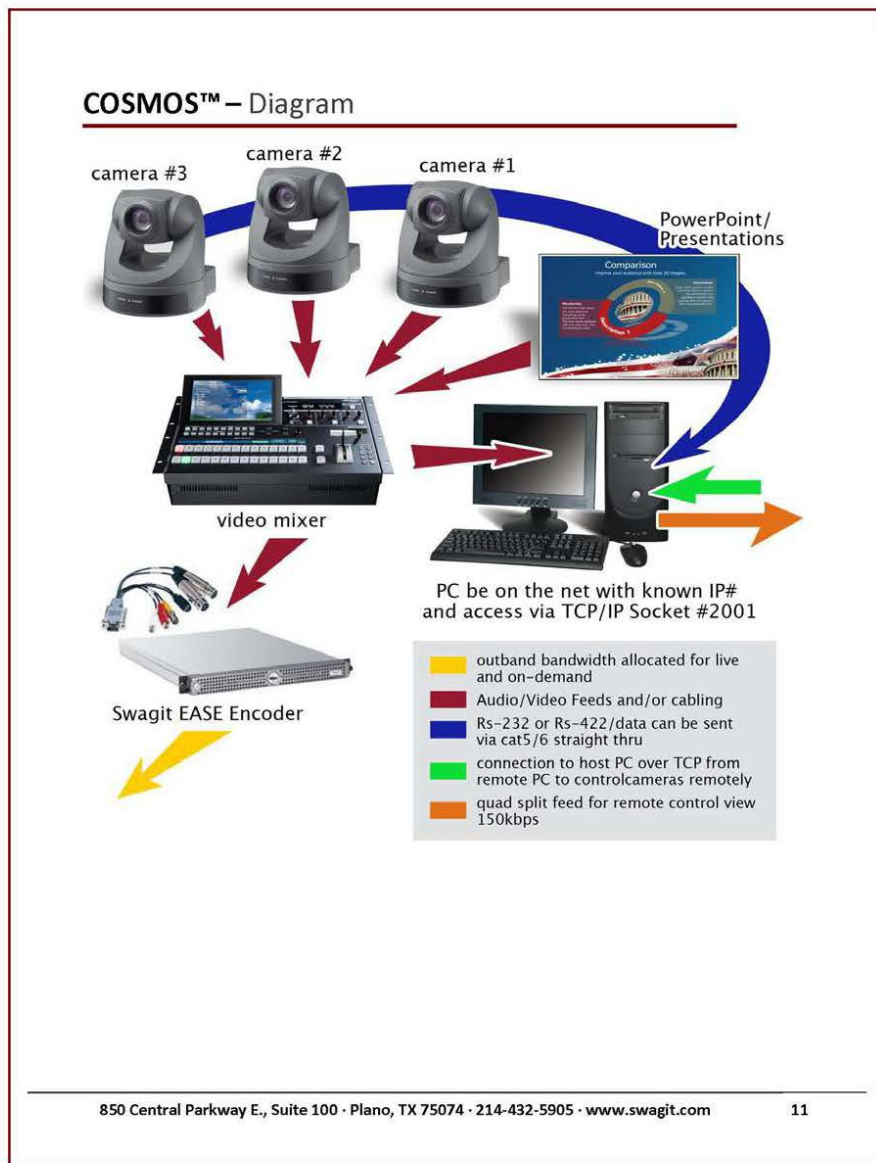
During the meetings or events, Swagit personnel will operate the Cosmos™ system remotely from their facility in Plano, Texas. The Cosmos™ system enables Swagit to control and switch from camera to camera depending on events taking place. When bundled with Swagit EASE™, Cosmos™ can offer a full end-to-end “hands-free” solution that requires no client staff involvement for the operation, broadcast and streaming of an event or meeting content.



Cosmos™ enables detailed direct camera positioning (pan, tilt, zoom, focus, and more), preset-positions, and video settings (white balance, backlight, brightness) for the robotic cameras. Additionally, Cosmos™ communicates with the switcher to allow direct operation of the ‘wipe’ function from the camera control GUI. With this powerful package you or Swagit can control all your cameras individually and switch video sources on a video switcher locally or remotely. Cosmos™ is an invaluable integration of camera-control with switcher operations for use with live production setups like city chambers, churches, meeting rooms, and more.

Cosmos™ includes 2-4+ robotic (computer-controllable pan/tilt/zoom) cameras and you can choose from two main types: either single-chip (Sony EVI-D70) or 3-chip (Sony BRC-300) depending on your needs and budget. These popular Sony robotic cameras have excellent video quality and performance. The EVI-D70 and BRC-300 has the ability for panning through wide angles of motion, tilting through large ranges with superb optical zoom, and dual video output of Y/C and composite. They also support both RS232 and RS422 (long distance over 1000 meters) control signals. In addition the EVI-D70 cameras can be mounted either ‘up’ or ‘hanging upside down’ for your convenience (they have built-in reversal of the picture and left/right/up/down motion controls).

# EXHIBIT A



## COSMOS™ – Case Studies

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### Cosmos™ Case Study 1: Addison, Texas

Addison's unique solution for a challenging problem was Cosmos™. Addison faced three key problems; 1) the town did not have the staff resources to operate broadcasting and streaming equipment, 2) the town doesn't have a PEG or any other broadcasting station, and 3) the town wanted a complete hands-free end-to-end solution for displaying town meetings online.

Swagit's solution for the town provides complete hands-free remote operation of a multiple camera broadcast system, including a video switcher and audio mixer. In addition to the remote broadcast system (Cosmos™) and with the inclusion of Swagit's Extensible Automated Streaming Engine (EASE™), Swagit is able to control, broadcast and stream town meetings without the need for any Addison staff. It is all done from Swagit's headquarters in Plano, Texas.

Addison citizens expect the best and latest technology on their town's website. Adding the on-demand feature will improve citizens' accessibility to videos of town council and planning commission meetings and improve access to agenda information for these public meetings.

### Cosmos™ Case Study 2: Richardson, Texas

The City of Richardson began live broadcasting of City Council meetings and work sessions as part of a wide-ranging transparency in government initiative that is included in the City Council's 2009-2011 Statement of Goals. The live broadcast is available to Time Warner Cable subscribers on channel 16 and streamed on the City's Web site, [www.cor.net](http://www.cor.net).

The City contracted with Swagit Productions, LLC as the video streaming service provider according to Richardson's Chief Information Officer Steve Graves. "We have installed two wall-mounted cameras in the City Council Chamber and the work session room," Graves said. "During the meetings, Swagit personnel will operate them remotely from their facility and can zoom in and switch from camera to camera depending on who is speaking. The broadcast signal goes through a switch that sends it to Swagit and also to our cable television channel."

Graves explained that the live Web cast is routed through a City computer server and is recorded as it is being sent to Swagit. "If for some reason the live Internet connection is lost, we have a saved copy that can be posted on our site," he said.

Testimonial from City of Richardson, TX: (<http://richardson.tx.swagit.com/play/09222009-48/0/>)

As a work session or Council meeting is streaming live on the Web, Swagit employees tag each agenda item. At the conclusion of the meeting, they create an index on the City's Web site and visitors can choose to view individual agenda items rather than watch the entire video. Council and work session meetings will be archived on the site for up to two years. The City's cable channel 16 will replay taped broadcasts.

**Cameras can be controlled locally by the client or remotely by Swagit's staff.**

View how everything comes together: [Richardson Streaming Solution](#)

# EXHIBIT A

## PRICING – Cosmos™ HD Up-Front Costs (Chambers)

QTY	Item Description	Costs
3	Sony EVI-H100S HD PTZ Camera (full 1080/20 HD resolution with a 1/8-type Exmor CMOS sensor) *	
3	Wall Camera Mounts	
4	Sony- EVI DS-Cable- to daisy chain cameras	
1	Video + Audio extender via CAT5	
1	OptiPlex CamControl – 4GB, NON-ECC, 1600MHZ DDR3, i5	
1	Sony MCS-8M – Multi-format switcher with a built-in audio mixer and frame synchronizer	
1	VP-445 HD-SDI DA	
1	Mini Converter Audio to SDI	
1	Mini Converter to SDI Distribution	
2	Osprey 820e	
1	Cosmos HD-SDI Software	
1	APC UPS Remote Power Switch and Management (including: APC Battery Backup)	
2	HD Baluns	
1	Kramer VS-211HDXL Converters	
1	All Cable, connectors and hardware necessary for installation	
1	Labor required to install, hook-up and provisioning	
1	Lower Thirds Title Generator	
1	Trade in Credit for Cosmos SD	- \$ 9,410.17
<b>Total Costs for System and Installation ** (Travel Included):</b>		<b>\$ 32,949.83</b>

\* Different camera types are available with different horizontal resolution – D90, BRC-300, and H100S, Z700

\*\* There may be additional installation costs incurred based on the building/fire code for the jurisdiction, any unknown cabling requirements or impediments to the installation such as fire walls, lack of a drop ceiling, conduit requirements, etc., along with other accessibility issues. For final installation costs we would need to engage in further discussions, receive a detailed site plan of rooms involved along with pictures or possibly conduct a physical site visit.

*Cameras can be controlled locally by the client or remotely by Swagit's staff.*

View how everything comes together: [Richardson Streaming Solution](#)

# EXHIBIT A

## PRICING – Cosmos™ SD Up-Front Costs (Conference Center)

QTY	Item Description	Costs
3	Sony- EVI-D90- high quality CCD *	
3	Sony- WM-30B- Wall Mount for Sony EVI-D90	
4	Sony- EVI DS-Cable- to daisy chain cameras	
1	Dell Optiplex with Windows 7	
1	Video + Audio extender via CAT5	
1	Datavideo SE-600 NTSC Video Switcher with Monitor and SDI/Firewire card	
2	Osprey 260e Without Simulstream	
1	Cosmos™ 5.4 software	
1	APC UPS Remote Power Switch and Management including APC Battery Backup	
1	Touch Control Monitor	
1	All Cable, Connectors and Hardware necessary for installation	
1	Labor required to install, hook-up and provisioning	
1	Lower Thirds Title Generator	
<b>Total Costs for Camera System and Installation ** (Travel Included):</b>		<b>\$ 22,860.00</b>

\* Different camera types are available with different horizontal resolution – D80, D90, BRC-300, and H100S

\*\* There may be additional installation costs incurred based on the building/fire code for the jurisdiction, any unknown cabling requirements or impediments to the installation such as fire walls, lack of a drop ceiling, conduit requirements, etc., along with other accessibility issues. For final installation costs we would need to engage in further discussions, receive a detailed site plan of rooms involved along with pictures or possibly conduct a physical site visit.

Cameras can be controlled locally by the client or remotely by Swagit's staff.

View how everything comes together: [Richardson Streaming Solution](#)

# EXHIBIT A

## PRICING – Cosmos™ SD Up-Front Costs (Tree House)

QTY	Item Description	Costs
2	Sony- EVI-D90- high quality CCD * (use existing cams in chambers)	comped
2	Sony- WM-30B- Wall Mount for Sony EVI-D90	
3	Sony- EVI DS-Cable- to daisy chain cameras	
1	Dell Optiplex with Windows 7	
1	Video + Audio extender via CAT5	
1	Datavideo SE-600 NTSC Video Switcher with Monitor and SDI/Firewire card (use existing switcher in chambers)	comped
2	Osprey 260e Without Simulstream	
1	Cosmos™ 5.4 software	comped
1	APC UPS Remote Power Switch and Management including APC Battery Backup	
1	Touch Control Monitor	
1	All Cable, Connectors and Hardware necessary for installation	
1	Labor required to install, hook-up and provisioning	
1	Lower Thirds Title Generator	comped
1	*After site survey on 3/22/16, the project will include running separate power cables to each camera, using Cat6 for daisy chain runs, fitting Cosmos HD equipment into a 4 post case, and adding a wall plate which can connect to the existing projector. **All Cables will have to be run through the exposed beams and secured to the beams.	\$ 7,218.00
<b>Total Costs for System and Installation ** (Travel Included): NO WARRANTY AVAIL.</b>		<b>\$ 14,278.00</b>

\* Different camera types are available with different horizontal resolution – D90, BRC-300, and H100S, 2700

\*\* There may be additional installation costs incurred based on the building/fire code for the jurisdiction, any unknown cabling requirements or impediments to the installation such as fire walls, lack of a drop ceiling, conduit requirements, etc., along with other accessibility issues. For final installation costs we would need to engage in further discussions, receive a detailed site plan of rooms involved along with pictures or possibly conduct a physical site visit.

Cameras can be controlled locally by the client or remotely by Swagit's staff.

View how everything comes together: [Richardson Streaming Solution](#)

# EXHIBIT A

## PRICING – HD Camera Setup (Workshop)

QTY	Item Description	Costs
2	Sony EVI-H100S HD PTZ Camera (full 1080/20 HD resolution with a 1/8-type Exmor CMOS sensor) *	
2	Wall Camera Mounts	
3	Sony- EVI DS-Cable- to daisy chain cameras	
1	Video + Audio extender via CAT5	
1	HD Baluns	
1	Kramer Converters	
1	All Cable, connectors and hardware necessary for installation	
1	Labor required to install, hook-up and provisioning	
<b>Total Costs for Camera Setup <u>and</u> Installation **</b>		<b>\$ 15,572.00</b>

\* Different camera types are available with different horizontal resolution – D90, BRC-300, and H100S, Z700

\*\* There may be additional installation costs incurred based on the building/fire code for the jurisdiction, any unknown cabling requirements or impediments to the installation such as fire walls, lack of a drop ceiling, conduit requirements, etc., along with other accessibility issues. For final installation costs we would need to engage in further discussions, receive a detailed site plan of rooms involved along with pictures or possibly conduct a physical site visit.

Cameras can be controlled locally by the client or remotely by Swagit's staff.

View how everything comes together: [Richardson Streaming Solution](#)

# EXHIBIT A

## Playout System

Swagit's Playout System uses the Brightsign software application to help create and publish presentations to a media player. The content can be fully automated and may utilize undertone audio, live video, RSS, MRSS, and Twitter feeds.

Item Description	Type	Costs (Up-Front)
<b>Swagit Playback Device – HD/SD Management</b>	Mini-Mobile	\$ 5,995.00
System Configured For: <ul style="list-style-type: none"> <li>• Images/Slides</li> <li>• Videos</li> <li>• Audio</li> <li>• HTML5 Pages</li> <li>• Text</li> <li>• Date and Time</li> <li>• RSS, MRSS, and Twitter Feeds</li> <li>• Content Hosted on FTP Server</li> </ul>		
HD/SD Conversion Kit		\$ 580.00
Webinar Training Workshop		Included
Annual Software Support and Maintenance		\$ 695.00
		<b>Total Costs (Up-Front)</b>
<b>Total with Implementation and training</b>		<b>\$ 6,575.00</b>





# EXHIBIT A

## Audio – A/V Installation for Tree House and Chambers

### Small Event Room

#### Key components:

- Shure MX-395 in-ceiling button microphones
- Mic mixer with output to Swagit system



### Council Chambers

#### Key components:

- TOA TS-800 Wireless discussion system for 9+1 – 10 total units
- System receivers / infrastructure hard wired. Discussion units wireless
- In-ceiling Bose speakers / Bose amplifier for whole-room audio
- DBX Zonepro audio mixer & volume controls for all inputs and room volume
- In-wall connections for aux (RCA / 1/8") input and microphones on both sides of room
- All audio from all inputs routes to Swagit

Video information on TOA TS-800 <https://www.youtube.com/watch?v=9jxD9eVfg3M>



# EXHIBIT A



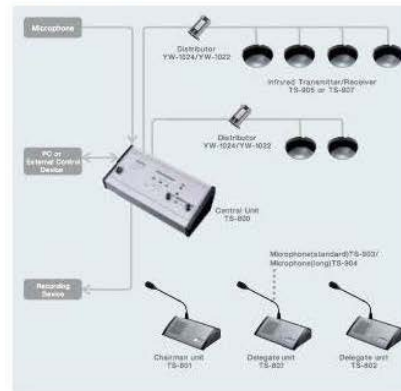
## Easy Cable-Free Installation

### TS-800 series

#### System Benefits

- Flexible and easy configuration in different rooms and with varied participant numbers.
- No worries about radio interference, eavesdropping, or information leakage thanks to IR communication method.
- Suitable for either permanent or temporary installation.
- System can be controlled by external equipment via FS-232C.
- Individual control of units possible by assigning unit addresses.
- Exceptional sound quality.
- Connect a recording device for high-quality audio recording of conferences.
- Stable and stylish hardware design.
- When speaker is on, chairman/delegate unit mic is turned off automatically to avoid feedback, and vice versa.

#### System Example



# EXHIBIT A

## Council Chambers AV Upgrade

### Key components:

- Video projection for both sides of room
- Video on one side is restricted to that side. System is not mirrored in this design
- On-ceiling 128" electric screen – 16:10 aspect ratio
- Controls for projector / screen
- Ceiling mounting system for projectors
- In-wall auto-switching HDMI / VGA inputs
- Audio from HDMI / VGA routed to room and Swagit



### Alternates:

These are recommended upgrades. The listening system will help with access for the hearing impaired. The projector upgrade will add very bright, high resolution projection to the room. The existing projector has much lower resolution and brightness.

## Council Chambers

### Key components:

- [LISTEN assisted listening system](#) for the hearing impaired – 4 people
- [Vivitek Projector DU-978](#)– 5000 lumen, WUXGA 1920 X 1200 resolution – vast improvement over WXGA currently used.



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# EXHIBIT A

Cost Detail

Project Detail	Qty	Unit \$	Total \$		
<b>Small Event Room</b>					
Shure MX395 in-ceiling boundary microphone	4	\$278.00	\$712.00		
Microphone Mixer RDL RU-MX4-4	1	\$515.00	\$515.00		
Microphone Mixer Power Adapter PS-24AS	1	\$45.00	\$45.00		
XLR Patch cables, plenum / neutrik	5	\$70.00	\$350.00		
				<b>Parts</b>	\$2,022.00
				<b>Labor</b>	\$1,050.00
				<b>Shipping</b>	\$107.42
				<b>Total</b>	<b>\$3,179.42</b>
<b>Council Chambers - Discussion System</b>					
System controller TOA-TS-800 UL	1	\$1,809.00	\$1,809.00		
Infrared chairperson station TOA-TS-801 Y	1	\$709.00	\$709.00		
Infrared delegate station TOA-TS-802 Y	9	\$654.00	\$5,886.00		
Infrared transceiver TOA-TS-905	2	\$849.00	\$1,698.00		
Battery charger (up to 8) TOA-BC-900 UL	1	\$1,598.00	\$1,598.00		
Battery stations TOA-BP-900 UL	12	\$192.00	\$2,304.00		
Standard gooseneck microphone	10	\$164.00	\$1,640.00		
Antenna distributor (2-way) TOA-YW-1022 Y	1	\$159.00	\$159.00		
16 channel UHF wireless mic system TOA-WS-5265 F01	1	\$565.00	\$565.00		
FreeSpace DS 16F white BOSE-43054	8	\$149.00	\$1,192.00		
Tile bridge BOSE-29830	8	\$18.00	\$144.00		
FreeSpace ZA 190-HZ zone amplifier 120V NA	1	\$499.00	\$499.00		
DBX 1261m Mixer / DSP	1	\$929.00	\$929.00		
DBX Volume Knob	8	\$85.00	\$680.00		
Consumables, small parts, cables, mounting hardware	1	\$450.00	\$450.00		
Power supply / in-cabinet parts	1	\$130.00	\$130.00		
In-wall XLR inputs for microphones, mic stands, cables	1	\$262.00	\$262.00		
Balanced to unbalanced receiver TX-A2D	1	\$345.00	\$345.00		
In-wall input for aux (iphone / etc) D-C1j3	2	\$95.00	\$190.00		
Open on-wall equipment rack	1	\$295.00	\$295.00		
				<b>Parts</b>	\$21,484.00
				<b>Labor</b>	\$5,950.00
				<b>Shipping</b>	\$1,646.40
				<b>Total</b>	<b>\$29,080.40</b>

# EXHIBIT A

<b>In-Room AV Upgrade</b>					
On-Ceiling Electric Projection Screen 128" 16:10	2	\$649.00	\$1,298.00		
Pole mount / Pole / Projector mount	2	\$375.00	\$750.00		
HDMI / VGA Wall Plate & transmitter	2	\$895.00	\$1,790.00		
HDMI Receiver with audio de-embedding	2	\$495.00	\$990.00		
In-wall controller - Extron	2	\$475.00	\$950.00		
In-ceiling equipment box 2x2 GB-AVSTOR3	1	\$395.00	\$395.00		
Cables / wires / consumables / small parts	1	\$700.00	\$700.00		
				Parts	\$6,873.00
				Labor	\$4,375.00
				Shipping	\$692.76
				<b>Total</b>	<b>\$11,940.76</b>
<b>2 Additional breakout rooms</b>					
Shure MX395 in-ceiling boundary microphone	4	\$278.00	\$1,112.00		
Microphone Mixer RDL RU-MX4-4	2	\$515.00	\$1,030.00		
FreeSpace DS 16F white BOSE-43054	4	\$149.00	\$596.00		
Tile bridge BOSE-29830	4	\$18.00	\$72.00		
Microphone Mixer Power Adapter PS-24AS	2	\$45.00	\$90.00		
FreeSpace ZA 190-HZ zone amplifier 120V NA	2	\$499.00	\$998.00		
XLR Patch cables, plenum / neutrik	5	\$70.00	\$350.00		
				Parts	\$4,248.00
				Labor	\$2,350.00
				Shipping	\$340.24
				<b>Total</b>	<b>\$6,938.24</b>
Design	1.0	Included	Included		
Project management, Coordination	1.0	\$480.00	\$480.00		
Travel	1.0	\$1,260.00	\$1,260.00		
<b>Job Total</b>			<b>\$51,138.82</b>		

**Alternate Add Pricing**

<b>Council Chambers - Discussion System</b>					
IDSP prime level02 SRF system LISTEN-LS-54-072 (Assisted Listening)	1	\$1,850.00	\$1,850.00		
				Parts	\$1,850.00
				Labor	\$650.00
				Shipping	\$177.88
				<b>Total</b>	<b>\$2,677.88</b>
<b>In-Room AV Upgrade</b>					
Projector - Vivitek WUXGA Vivitek DU978	2	\$2,399.00	\$4,798.00		
				Parts	\$4,798.00
				Labor	\$400.00
				Shipping	\$459.84
				<b>Total</b>	<b>\$5,657.84</b>

# EXHIBIT A

## Multi-location Broadcast – Network Gear

QTY	Item Description	Total Costs
2	Visionary H.264 (MPEG-4) HDMI & HD-SDI Encoder Blade	\$ 11,988.00
2	Visionary 1080i Add-on Module for AVN442/AVN441/AVN443	\$ 8,600.00
3	Visionary Media Processing Platform 2 Blade Chassis - MPP200	\$ 1,190.00
2	Rackmount Kit	\$ 498.00
2	PackeTV STB H140	\$ 1,350.00
1	Matrix Switch MSC-HD41L 3G/HD/SD-SDI 4x1 Mini Routing Switcher	\$ 788.00
1	AJA FS2 - 3G-SDI/HD-SDI/SDI frame synchronizer and converter	\$ 4,985.00
2	HD Baluns	\$ 1,438.00
2	Kramer VS-211HDXL Converters	\$ 2,392.00
1	All Cable, connectors and hardware necessary for installation	\$ 650.00
1	Labor required to install, hook-up and provisioning	\$ 4,350.00
<b>Total Costs for Hardware, Setup and Installation *</b>		<b>\$ 38,229.00</b>

\* There may be additional installation costs incurred based on the building/fire code for the jurisdiction, any unknown cabling requirements or impediments to the installation such as fire walls, lack of a drop ceiling, conduit requirements, etc., along with other accessibility issues. For final installation costs we would need to engage in further discussions, receive a detailed site plan of rooms involved along with pictures or possibly conduct a physical site visit.

Cameras can be controlled locally by the client or remotely by Swagit's staff.

View how everything comes together: [Richardson Streaming Solution](#)

## VoteLynx XLG – Electronic Voting (optional)

VoteLynx is the most powerful end to end solution for managing public meetings in city council chambers, legislatures and boardrooms. It features extensive document management, live video stream management and flexible meeting configurations. VoteLynx easily accommodates user configurable rules, agendas, motion management, and post meeting actions specific to the meeting body workflow. All meeting agendas, actions and minutes are automatically saved in SQL Server and compiled in to Microsoft Word templates and exported in selectable data formats.

- Document Workflow
- Agenda Management
- Electronic Roll Call Voting
- Request to Speak w/ Audio Control
- Audio-Visual Control
- Video Streaming
- Minutes Publication
- Meeting Archive

### *Functionality*

- Enhanced agenda management and meeting management workflows
- SQL based enterprise wide data management
- Publish minutes to Word and web applications
- Integrated Audio Visual Control System
- Request-to-Speak, Discussion Modes with control of microphones
- Optional Document Management System integration
- Video streaming with automated book marking and Index points & remote camera control



### **Request to Speak Control**

Next to the items under consideration, audio is the most important meeting element as the participants and audience must clearly hear the deliberations. The VoteLynx Request to Speak system assists a chairperson to conducting orderly meetings. As speakers' names are placed in queue, their names appear on the chair's touch screen. Each speaker will be called in turn as indicated by the touch screen.

- One touch selection of request to speak or discussion modes.
- Single or multiple microphones active at any time.
- Selectable microphone overrides, configurable microphone startup modes.
- Support mix-minus for perfect hearing without feedback.
- High performance gain averaging for even, pristine sound.
- Multiple audio output channels to feed speakers, broadcast, streaming and recording.
- Any number of microphone inputs and audio output channels.



# EXHIBIT A

## Vote Panels

VoteLynx XLG vote panels are available in either LCD MiniTouch or Graphic User Station configurations. The panels feature Yes, No, Abstain, Make Motion, Second Motion and Request to Speak (RTS)/Mic buttons. RTS/MIC button operates in both discussion and request to speak modes as selected on the VoteLynx system. All panels styles support variations of Yes/No labels, including Yea/Nay.



MiniTouch panels feature a bright colorful LCD touch screen with prompts to aid members during the meeting. LCD MiniTouch vote panels contain an audio annunciator to provide audio beeps when the touch buttons are pressed.

## Video Display Unit

The Video Display Unit shows meeting information to the public within the meeting room or to broadcast and streaming video systems. Real time viewable information includes:

- Agenda items
- Member Motions
- Individual Member Votes
- Voting Totals
- Presentation Timer Count
- Real Time Clock
- Logo
- User definable background graphic
- Options for announcements and emergency notification



The VDU-150 outputs a both HDMI digital video up to 1920x1200 pixels, and analog video up to 1600x1200 pixels on a DB15HD connector. Video from the Video Display Unit can be sent to large screen displays and/or video distribution systems for presentation or broadcast.

## Presentation Timer Displays

LCD timer display show active timer count from the VoteLynx software or the VoteLynx Controllers. The timer displays give presenters a visual status of how much time they have to speak during the meeting. The timer count also follows the timer count displayed on the VDU series Video Display Units.

The VoteLynx timer displays show the VoteLynx Up/Down presentation timer minutes & seconds count to presenters and audience in the meeting room. Large red, yellow, and green indicators show start, stop and wrap-up cues. Time and indicators are displayed on a vibrant 2.6" LCD display. A selectable audio annunciator is also included to provide a beep tone to indicate end of timer count.

Model TDM-150F is a flush mount unit designed for podium or in-desk mounting and fits into most single gang electrical cutouts. The TDM-150D desktop model sit on a desk or podium with making any cutouts.





# EXHIBIT A

## PRICING – Votelynx XLG with EASE™ Integration

QTY	Item Description	Price
(7) Mini Touch	<b>Votelynx XLG Voting &amp; Control System:</b> Includes <ul style="list-style-type: none"> <li>• Three (3) Votelynx software licenses,</li> <li>• Votelynx XLG Control Processor with serial ports for AV control</li> <li>• (7) Votelynx Desktop MiniTouch Vote Stations</li> <li>• Votelynx VDU-150 Video Display Unit</li> <li>• One (1) 15" LCD Touch Panel Display for System Controller</li> <li>• Voting, minutes &amp; report generation</li> <li>• Interface to Destiny AgendaQuick System</li> <li>• Request to Speak Management</li> <li>• Audio Visual Control Capability</li> <li>• Microphone audio control (may require optional equipment),</li> <li>• Optional bookmark and indexing interface to Video Streaming</li> <li>• Control of optional annunciator and timers,</li> <li>• Includes first year warranty and Platinum Support</li> <li>• Prices do not include computer required to run Votelynx software</li> </ul>	
1	RTS Touch Panel: 12" touch panel w/request to speak	
1	LCD Timer Display Module: Minutes & seconds timer count	
1	VL-EDC Energize Dynamic Control Option	
1	ETP-120 Energize Touch Panel	
1	Audio assessment of chambers, including speaker suggestions	
1	System Configuration: Install and configure application software, configure operation and graphic layouts of all Votelynx controllers, displays and touch panels.	
1	On-site system Installation & Materials	
1	On-site system training	
		<b>Total Costs (Up-Front)</b>
<b>Total Voting System Setup with Agenda Integration</b>		<b>\$ 23,791.00</b>
	Vote-Plat-XLG One year renewable support for Votelynx meeting systems includes email support, phone support and software upgrades. 1 <sup>st</sup> year included (Year 2+only)	\$ 3,600.00



# EXHIBIT A

## Mobile Streaming – Hardware/Software (optional)

### Setup and Training

Item Description	Type	Costs (Up-Front)
<b>GoMobile Basic</b> - HDMI video, embedded or analog audio. Live stream and record to USB for manual upload.	Streaming	\$ 2,800.00*
<b>Total with Provisioning and Introductory Training **</b>		Included
<b>GoMobile Standard</b> - SDI, HDMI, DVI and VGA video, balanced TRS, SDI or HDMI audio. Touchscreen to preview and switch between sources. Automatic upload.	Streaming	\$ 7,200.00
<b>Total with Provisioning and Introductory Training **</b>	Total	\$ 8,160.00*
<b>GoMobile Premium</b> - Up to 8 HD-SDI in / 2 HD-SDI out. All-in one live switching and streaming. Simultaneous streaming, recording, and output. Effects, graphics, instant replay and multi view.	Production/Streaming	\$ 13,600.00
<b>Total with Provisioning and Introductory Training **</b>	Total	\$ 14,560.00*

\* A 50% deposit is required

\*\* Introductory training which will be via an online video or up to a 2 hour webinar

How it all comes together: ([Swagit EASE](#))

Additional GoMobile Premium Features Include:

Transitions Cut, Fade, Zoom, Wipe, Slide, Fly, CrossZoom, FlyRotate, Cube and CubeZoom.

Mix/Effects Each input includes 4 overlays to create complex Mix/Effects. Add logo bugs, lower thirds, titles, text in combinations to create compelling productions.

Downstream Keyers 4 DSKs per input with transitions, chroma key and custom size/positioning

# EXHIBIT A

## Investment – Hardware, Software, Setup, Training

### Setup and Installation

Item Description	Type	Costs (Up-Front)
Cosmos (Includes Installation in three locations within town)	Broadcast	\$ 85,659.83
EASE Encoders and Distribution to Uverse	Streaming	\$ 18,265.00
Playback and Scheduling (Includes Training)	Broadcast	\$ 6,575.00
Audio Integration and Installation	Audio	\$ 51,138.82
Multi-location Network Broadcasts	Broadcast	\$ 38,229.00
		<b>Total Costs (one-time)</b>
<b>Total Setup and Installation *</b>		<b>\$ 199,867.65</b>

\* A 50% deposit is required to begin any broadcast installation

How it all comes together: [Swagit EASE](#)

# EXHIBIT A

## PROJECT ROAD MAP

Action Item	Date	Contact
Introduction to Solutions(s) via Webinar/Call/On-site	8/6/15, 9/22/16	Hamid Khaleghipour, Chad Hancock, David Owusu
Estimates for Project	8/6/15	David Owusu
Project Summary and Proposal	8/13/15, 8/17/16	David Owusu
Revised Proposal Delivered	3/24/16, 9/6/16, 9/22/16, 9/23/16	David Owusu
Technical Site Survey (if applicable)	3/22/16, 8/8/16	Don Ross (march) Felix Media (august)
Council Approval		
Agreement Coordination and Purchase Order Delivery		Natascha Ross
Project Kick Off Call		Daniel Kerr/David Owusu
Deployment Creation and Estimated Timelines		Kevin Nichols, Jim Cunningham
Implementation and Training (if applicable)		Bryan Halley/Daniel Kerr
System Testing and Configuration Completion		Jim Cunningham
Projected Go Live Date for Solutions		Hamid Khaleghipour

**Work Session and Regular Meeting****Meeting Date:** 10/11/2016**Department:** Infrastructure- Development Services

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**AGENDA CAPTION:**

Present, Discuss And Consider Approval Of A **Resolution Authorizing The City Manager To Enter Into A Professional Services Agreement With R.H.Shackelford, Inc., For Program/Project Management Services For Various Capital And Bond Projects** In The Amount Of \$235,004.70.

**BACKGROUND:**

In November 2010, the Town selected R.H. Shackelford, Inc., through a Request for Qualifications (RFQ) RFQ #11-04 process to provide program and project management professional services on an as-needed basis for capital and bond projects. R.H.SI has provided these services on a number of projects including, Spring Valley Road widening, Redding Trail extension, Vitruvian Phases I through IV, Belt Line Road utility undergrounding, water master plan, and the wastewater system master plan.

This amendment to the original contract covers project management services for the completion of the Belt Line utility undergrounding project and the next phases of the Vitruvian development. The services included for the Belt Line project are: daily onsite inspection, review of all requests for information submitted by the civil contractors, advising on any needed design changes, reviewing and advising on any material submittals, reviewing contractor pay applications, conducting regular interval construction meetings, assisting in the development of punch list items, and conducting project closeout.

The scope for the Vitruvian Phase V and Phase VIIIa (commercial area) developments include: review of all design submittals for the streetscape and utility improvements. Coordination of field activities including preliminary and final plating, easement review and process, storm water design requirements, and attendance at all project meetings. Vitruvian Phase V bid phase services consist of the development of bid documents and the construction contract, working with the Finance department for the bid posting, conducting the pre-bid meeting, answering pre-bid requests for information, assisting in the development of bid phase addenda, reviewing and developing the bid tabulation, and conducting the pre-construction conference with selected contractor.

Also included in the contract amendment are services related to the completion of the wastewater master plan. These services consist of contract support related to reviewing final deliverables, review of the collected data, and rate model investigations, analysis, and recommendations.

The complete scope of services for this amendment is included in the attachments to this item.

The contract amount for these services is not to exceed \$235,004.70. These services are billed on an hourly basis and the Town only pays for completed work paid for from bond funds. This contract will cover services through August 2017.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

RSHI Original Contract  
Resolution and Contract

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**SMALL A/E  
AGREEMENT  
for  
Architect/Engineer Consultant Services**

This AGREEMENT is between the Town of Addison, Texas ("CITY"), acting through its duly authorized City Manager or designee ("Deputy Assistant Manager"), and **R. H. Shackelford, Inc.**, a Texas corporation ("CONSULTANT"), acting through its duly authorized representative who is **Kent Power, P.E., Vice President**, which agree as follows:

1. **DECLARATIONS.** CITY desires to engage "CONSULTANT" to provide services in connection with CITY's project, described as follows: "**Project Management**". CONSULTANT desires to provide such Project Management services to the CITY.

2. **SCOPE OF WORK.** "CONSULTANT" shall, upon the CITY's request, provide services for the PROJECT in accordance with the accompanying Letter, Scope of Services, and Fee attached as "Exhibit A" ("**Services**"). The Services include and encompass, among other things, supervision of the engineering construction of the various CITY projects for which CONSULTANT is providing project management services.

CONSULTANT warrants and represents that CONSULTANT has the skills, qualifications, expertise, and experience necessary to perform the Services described herein with a high degree of quality and responsiveness. CONSULTANT warrants and represents that CONSULTANT is licensed, permitted, or otherwise authorized by Texas law, as may be necessary, to practice and perform the Services described herein and will at all times while this Agreement is in effect be so licensed or otherwise authorized. Neither CITY's review, approval or acceptance of, nor payment for, any of the Services provided under this Agreement shall be construed to operate as a waiver of any rights or remedies of the CITY under this Agreement or of any claim or cause of action that the CITY has or may have arising out of CONSULTANT's performance of this Agreement, and CONSULTANT shall be and remain liable to the CITY for all claims, damages and injuries caused by or resulting from the Services under or in connection with this Agreement.

Notwithstanding anything herein to the contrary, CONSULTANT and the CITY acknowledge that the CITY is entering into this Agreement in reliance on CONSULTANT's professional abilities with respect to performing its Services set forth herein. CONSULTANT agrees to use its professional skill, judgment and abilities in the performance of its Services hereunder, and CONSULTANT shall be responsible, to the level of competency presently maintained by other project managers in the same type of work in Dallas County, Texas, for the professional and technical soundness, accuracy, and adequacy of all of its Services under this Agreement.

CONSULTANT shall use its best efforts to ensure that the work of each project as described in the construction contract and related documents applicable to the project to be performed under the construction contract and related documents is completed in a timely manner and in accordance with the applicable construction contract documents, plans, standards, specifications, and other materials and information related thereto. CONSULTANT shall coordinate the construction as a construction and project manager, including confirming that the Design Professional has observed and reviewed the work of the contractor, to guard the CITY against defects and deficiencies in the

work without assuming responsibility for the means and methods used by the Contractor. CONSULTANT shall promptly notify the CITY of any defects or deficiencies in the work if the same are observed or detected by CONSULTANT or otherwise brought to CONSULTANT's attention.

3. **FEE.** The "CITY" agrees to pay the "CONSULTANT" for services provided in accordance with Exhibit "A", Scope of Services, and Fee under this AGREEMENT, a total fee not to exceed **\$48,566.88, Forty Eight Thousand Five Hundred Sixty Six Dollars and Eighty Eight Cents.**

Payment of the said amount shall be in accordance with the following: No later than the 10<sup>th</sup> day of each calendar month, CONSULTANT shall submit to the CITY an invoice for the services performed by CONSULTANT during the immediately preceding calendar month. Each invoice shall (i) identify each of CONSULTANT's employees that provided services during the period of the invoice, (ii) the hourly rate for each such person (which rate shall be the rate for that person identified in the document submitted by CONSULTANT to the CITY and entitled "RFQ 11-04 Program/Project Management Professional Services, Price/Cost Schedule" (the "**Price/Cost Schedule**")), (iii) a description of the services performed, and (iv) the total amount of the invoice. It is anticipated that each invoice will reflect approximately the number of hours for each month and for each employee as set forth in the Price/Cost Schedule (and in any event, the total amount to be paid CONSULTANT for the services provided pursuant to this Agreement shall not exceed the amount set forth above). Upon the CITY's receipt of the invoice, the CITY will review the same and, if the invoice has been submitted in accordance with the provisions hereof and if the services have been properly performed and are not in dispute, the CITY shall pay the invoice within thirty (30) days following the CITY's receipt of the invoice.

Notwithstanding the foregoing or any other provision of this Agreement, the CITY shall not be obligated to make payment to the CONSULTANT hereunder if:

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

4. **CERTAIN PROVISIONS REGARDING THE SERVICES.** The provision of the Services by CONSULTANT shall be in accordance with the following:



(a) CONSULTANT will inspect the work (“**work**”) of the construction contractor or contractors (“**contractor**”) for each project (“**project**”) for which CONSULTANT is providing project management services.

(b) CONSULTANT will perform and provide the Services in an efficient and professional manner, and at a level of competency consistent and in accordance with the commercially accepted best practices and industry standards in the Dallas, Texas metropolitan area for project management and engineering review services at the time such Services are performed. CONSULTANT’s Services shall be performed and provided in accordance and compliance with all applicable state, federal, and local laws, ordinances, codes, rules, and regulations relating to the same.

(c) The CONSULTANT shall expeditiously review design documents during their development or revision and advise on proposed site use and improvements, selection of materials, building systems and equipment, and methods of project delivery. The CONSULTANT shall keep the CITY informed of cost implications of their design concepts, provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, and possible economies.

(d) The CONSULTANT shall consult with the CITY and the design professional (“**Design Professional**,” e.g., architect or engineer who prepared the architectural or engineering plans for the project) regarding the project construction contract and related documents and make recommendations whenever design details adversely affect constructability, cost or schedules.

(e) Consultant shall review the contractor’s safety control program and implementation thereof to ensure that the same are in compliance with law and to ensure public safety with vehicular and pedestrian traffic and site cleanup. This will include review of suitable temporary structures as required by law and to ensure sufficient access and lighting for hydrants and other similar places at all times.

(f) The CONSULTANT shall assist the CITY in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for a project.

(g) The CONSULTANT shall obtain insurance certificates, bonds and any other relevant documents from the contractor and Design Professionals and required building permits and special permits for permanent improvements. The CONSULTANT shall verify that the CITY has paid applicable fees and assessments. The CONSULTANT shall assist the CITY in connection with the CITY’s responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the construction of any project improvements.

(h) The CONSULTANT shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the contractor and with those of the CONSULTANT, the CITY, and the Design Professional to endeavor to manage the project in accordance with the latest approved estimate of construction costs, any project schedule (approved

by the CITY), and the project construction contract and related documents.

(i) The CONSULTANT shall schedule and conduct meetings to discuss such matters as procedures, progress and scheduling. The CONSULTANT shall review the pre-construction conference minutes for the entire construction team to establish job site practices and guidelines, including, but not limited to and as applicable, establishing job site work rules; safety and security procedures; developing a detailed phasing and relocation strategy; establishing traffic flow patterns, including planning the means of egress, traffic control and work hours; planning storage and staging areas, including equipment placement, job office location, and utility availability.

(j) The CONSULTANT shall review the construction schedule(s) (if any) provided by the contractor, to ensure they incorporates the activities of the contractor on the project, including activity sequences and durations, allocation of labor and materials, processing of shop drawings, product data and samples, and delivery of products requiring long lead time and procurement. The project construction schedule shall include the CITY's occupancy requirements showing portions of the project having occupancy priority. The CONSULTANT shall coordinate updates to the project construction schedule with revisions to the contractor's project construction schedule as required to show current conditions. If an update indicates that the previously approved project construction schedule may not be met, the CONSULTANT shall recommend corrective action to the CITY.

(k) Consistent with the various bidding documents, and utilizing information from the contractor, the CONSULTANT shall coordinate the sequence of construction and assignment of space in areas where the contractor is performing work. The CONSULTANT shall ensure proper provisions for safety, temporary protection, pedestrian flow and ongoing building use. The CONSULTANT shall oversee scheduling and expediting, quality assurance, work schedule management, communications among trade contractors and consultants, document control and contract compliance, and shall perform periodic project, job and work inspection and observation (and more often as the CITY may request).

(l) The CONSULTANT shall use its best efforts to obtain prompt and satisfactory performance from the contractor and subcontractors. The CONSULTANT shall require each contractor to perform and complete its respective portion of the work in accordance with the contract documents pertaining to such contractor. The CONSULTANT shall recommend courses of action to the CITY when requirements of the construction contract are not being fulfilled. The CONSULTANT shall ensure the contractor has arranged for all work, labor, services, materials, supplies, and equipment necessary for the execution and completion of the work.

(m) The CONSULTANT shall provide regular monitoring of the costs set forth in the construction contract, showing actual costs for activities in progress and estimates for uncompleted tasks. The CONSULTANT shall identify variances between actual and budgeted costs (that is, costs that comprise the then existing costs set forth in the construction contract), and advise the CITY whenever projected costs are likely to exceed such budgeted costs. At least once each month, the CONSULTANT shall review the contractor's pay estimate and prepare and distribute a letter recommending payment and indicating potential overrun and critical project cost reports during the construction of each project. The letter shall specify actual project and construction costs compared to each project and construction budget.

(n) The CONSULTANT shall maintain accounting records on authorized work

performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and other work requiring accounting records.

(o) The CONSULTANT shall develop and implement procedures for the review and processing of applications by contractor for progress and final payments in accordance with the CITY's payment application procedures.

(p) Based on the CONSULTANT's observations and evaluations of each contractor's application for payment, the CONSULTANT shall review and approve each such application and determine whether the amount requested reflects the progress of the contractor's work. The CONSULTANT shall make appropriate adjustment to each payment application and shall prepare and forward to the CITY a progress payment report. The report shall state the total contract price, payments to date, current payment requested, retainage and actual amounts owned for the current period. Included in this report shall be a certificate of payment that shall be signed by the CONSULTANT and delivered to the CITY for the CITY's approval and payment.

(q) The CONSULTANT shall prepare a project application for payment based on the contractor's certificates for payment.

(r) CONSULTANT's certification shall be by affidavit sworn to by the appropriate official of CONSULTANT authorized to submit the same, and shall certify that the estimate of work completed for the relevant period is true and correct to the best of CONSULTANT's information and belief, has been measured and verified in accordance with the applicable construction contract documents, and that all construction contract preconditions to payment have been met. If not previously provided to the CITY, copies of all material testing results (if applicable and available) shall be furnished with the certification.

The CONSULTANT's approval of payment shall constitute a representation to the CITY, based on the CONSULTANT's determinations, inspections and observations at the project site and on the data comprising the contractor's applications for payment, that, to the best of the CONSULTANT's knowledge, information and belief, the work has progressed to the point indicated and the quality of the work is in accordance with the construction contract and related documents. The forgoing representations are subject to an evaluation of the work for conformance with the Construction Contract and related documents upon substantial completion, to results of subsequent tests and inspections, to minor deviations from the construction contract and related documents correctable prior to completion and to specific qualifications expressed by the CONSULTANT. The issuance of a certificate for payment shall further constitute a representation that the contractor is entitled to payment in the amount certified.

(s) The CONSULTANT shall review the safety programs developed by each contractor (and any subcontractors) for purposes of coordinating the safety programs with those of any other contractors. The CONSULTANT's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the contractor, subcontractors, agents or employees of the contractor or subcontractors, or any other persons performing portions of the work and not directly employed by or on behalf of, or under contract by or on behalf of, the CONSULTANT.

The CONSULTANT shall, or shall cause contractors to, take all precautionary measures as

required by the CITY and all other governmental authorities to prevent and correct hazardous conditions, and shall conduct all operations with due regard for the avoidance of hazardous conditions.

The CONSULTANT shall plan all work to minimize personal injury, property damage and loss of productive time, and shall maintain a system of prompt detection and correction of unsafe practices and conditions. The CONSULTANT shall furnish and maintain all necessary first aid equipment in a special location on each project site. The CONSULTANT shall investigate all accidents promptly to determine cause and to take necessary corrective action, and shall file required reports in connection therewith.

The CONSULTANT shall monitor contractor's activities to ensure contractor is adequately protecting existing facilities and adjacent property. Any portion of the work and any existing improvements or appurtenances liable to damage shall be properly protected.

(t) The CONSULTANT shall determine that the work of the Contractor is being performed in accordance with the requirements of the applicable project construction contract, endeavoring to guard the CITY against defects and deficiencies in the work. As appropriate, the CONSULTANT shall have authority, upon written authorization from the CITY, to require additional inspection or testing of the work in accordance with the provisions of the Construction Contract, whether or not such work is fabricated, installed or completed. The CONSULTANT, in consultation with the Design Professional and the CITY, may reject work which does not conform to the requirements of the contract. The CONSULTANT agrees to cause to be performed any work and furnish and install any materials and equipment which CONSULTANT deems reasonably necessary during an emergency endangering life or property; the CONSULTANT shall notify the CITY of the emergency as soon as practicable but shall not wait for instruction before proceeding unless the cost to be incurred by reason thereof shall exceed \$5,000.00.

(u) The CONSTRUCTION MANAGER shall schedule and coordinate the sequence of construction in accordance with the Construction Contract and the latest approved project construction schedule.

(v) With respect to each contractor's own work, the CONSTRUCTION MANAGER shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work of each contractor, since these are solely the contractor's responsibility. The CONSTRUCTION MANAGER shall determine that the contractor carries out its work in accordance with the terms and conditions of the construction contract.

(w) The CONSULTANT shall transmit to the Design Professional requests for interpretations of the meaning and intent of the construction contract drawings and specifications, and assist in the resolution of questions that may arise.

(x) The CONSULTANT shall review requests for changes, assist in negotiating contractor' proposals, submit recommendations to the Design Professional and the CITY, and, if they are accepted, prepare change orders and construction change directives which incorporate the Design Professional's or other modifications to the construction contract and related documents, and submit the same to the CITY for review and approval. At least once each month during the

construction of each project, the CONSULTANT shall prepare and distribute to the CITY and Design Professional change order reports.

All change orders with respect to a construction contract and the construction of the applicable improvements shall be processed and approved by the City in accordance with the City's procedure for the review and approval thereof. In the event of a change order which increases the cost of construction work for the construction of the improvements, there shall be withheld from each payment of an invoice, pay request or draw in connection with that change order the retainage required to be withheld under the construction contract,.

The CITY, from time to time, has and reserves the right to, among other things, order (in writing) changes in the work, including additions, deletions, and modifications in the work; work which must be performed in respect of unforeseen conditions; changes in the intensity and pace of the work (including suspensions of the work or any portion thereof); and uncovering and covering of a portion of the work, if such portion, upon uncovering, is found to be acceptable.

(y) The CONSULTANT shall assist the Design Professional in the review, evaluation and documentation of any claims.

(z) The CONSULTANT shall receive certificates of insurance from the contractor and forward them to the CITY, and shall assist the CITY in evaluating the same.

(aa) In collaboration with the Design Professional, the CONSULTANT shall establish and implement procedures for expediting the processing and approval of shop drawings, product data, samples, proposed substitutions, design modification, and other submittals. The CONSULTANT shall review all shop drawings, product data, samples, proposed substitutions, design modifications, and other submittals from the contractor for general conformance with the contract documents and make any recommendations regarding the same. If any such submittal is deemed to be in such general conformance, the CONSULTANT shall promptly forward it to the Design Professional and the CITY; if any such submission is deemed to not be in such general conformance, it shall be returned to the applicable contractor for correction and resubmittal to CONSULTANT. The CONSULTANT shall coordinate submittals with information contained in related documents and transmit to the Design Professional those which have been approved by the CONSULTANT. The CONSULTANT's actions shall be taken with such reasonable promptness as to cause no delay in the construction work or in the activities of the CITY or contractor.

(bb) The CONSULTANT shall record the progress of each project on a weekly basis. The CONSULTANT shall submit written progress reports to the CITY including information on each contractor and each contractor's work, as well as the entire project, showing percentages of completion. The submittal of this report shall coincide with the submittal of the CONSULTANT's invoice for professional services. The CONSULTANT shall review, and submit to the CITY, the contractor's daily log containing a record of weather, each contractor's work on the site, number of workers, identification of equipment, work accomplished, problems encountered, other similar relevant information pertaining to the construction of the applicable improvements, and other information as the CITY may require. The CONSULTANT shall maintain a log for those days physically present on the site.

(cc) The CONSULTANT shall ensure the contractor maintains at a project site for the

CITY one record copy of the construction contract and related documents, and all other contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked currently to record changes and selections made during construction which are related to the project and/or the construction contract, and in addition, approved shop drawings, product data, samples and similar required submittals. .

(dd) The CONSULTANT shall verify that the contractor arranges for the delivery, storage, protection and security of materials, systems and equipment that are a part of the project until such items are incorporated into the project. In addition, the protection of and security for such materials, systems and equipment after such delivery to the project site and until such items are incorporated into the project is the contractor's responsibility.

(ee) With the CITY's personnel and the Design Professional, the CONSULTANT shall observe the contractors' checkout of utilities, operational systems and equipment for readiness and assist in their initial start-up and testing. The CONSULTANT shall arrange, with the CITY's approval and consent, for the appropriate contractors to assist in training the CITY's personnel, as needed, to operate and maintain all systems and equipment, and shall monitor, as necessary, this training.

With the Design Professional and the CITY's personnel, the CONSULTANT shall observe the contractor's final testing and start-up of utilities, operational systems and equipment.

(ff) When the CONSULTANT considers the contractor's work and services or a designated portion thereof substantially complete, the CONSULTANT shall, jointly with the contractor, prepare for the CITY and the Design Professional a list of incomplete or unsatisfactory items and a schedule for their completion. The CONSULTANT shall assist the CITY and the Design Professional in determining whether the work or designated portion thereof is substantially complete.

(gg) The CONSULTANT shall coordinate and monitor the correction and completion of the work by the contractor. Following issuance of a certificate of substantial completion of the work or a designated portion thereof, the CONSULTANT shall evaluate the completion of the work of the contractor and make recommendations to the CITY and the Design Professional when work is ready for final inspection. After substantial completion of the work has been achieved, the CONSULTANT shall coordinate the correction and completion of the work remaining to be completed. The CONSULTANT shall evaluate the completion of the work of the contractors, and assist the Design Professional and the CITY in conducting final review and observation.

(hh) The CONSULTANT shall secure from the contractor(s) and transmit to the Design Professional, or to such other appropriate person as CITY may direct, all required guarantees, lien waivers, releases, bonds, affidavits, warranties and similar submittals required by the construction contract for delivery to the CITY and deliver all keys, manuals, record drawings and maintenance stocks to the CITY. The CONSULTANT shall forward to the Design Professional a final project application for payment upon compliance with the requirements of the construction contract and related documents.

(ii) The CONSULTANT agrees to exercise such controls as may be necessary for proper financial management under this Agreement; the accounting and control systems shall be

satisfactory to the CITY. The CONSULTANT agrees to keep full and detailed project books and records showing the charges billed to the CITY for performance of the work. Such project books and records shall be open for inspection by the CITY and its authorized representatives upon reasonable notice to the CONSULTANT and at reasonable hours at the CONSULTANT's office, and shall be retained by CONSULTANT for a period of three years after the work has been completed.

(jj) All reports, documents and materials prepared by CONSULTANT under this Agreement shall be the sole property of the CITY. CONSULTANT may retain a copy of such reports, documents, and materials.

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

(i) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate;

(ii) Commercial general liability insurance at minimum combined single limits of \$1,000,000.00 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 (covering, but not limited to, the liability assumed under the indemnification provisions of this Agreement); and

(iii) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

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

(i) The Town of Addison shall be named as an additional insured with respect to General Liability and Automobile Liability.

(ii) All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.

(iii) A waiver of subrogation in favor of the Town of Addison, Texas, its officers, employees, and agents shall be contained in the Workers Compensation and all liability policies.

(iv) All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison of any material change in the insurance coverage.

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

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

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

(viii) CONSULTANT may maintain reasonable and customary deductibles, subject to approval by the Town of Addison.

(ix) Insurance must be purchased from insurers that are financially acceptable to the Town of Addison and licensed to do business in the State of Texas.

C. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance, satisfactory to CITY, shall be prepared and executed by the insurance company or its authorized agent, shall be delivered to the CITY immediately upon execution of this Agreement by CONSULTANT (and CONSULTANT shall not provide any services, and shall not be entitled to payment for any services, unless and until CONSULTANT has provided or caused to be provided such Certificates of Insurance to the Town of Addison), 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.

Upon request, CONSULTANT shall furnish the Town of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier. CITY reserves the right to review the insurance requirements contained herein and to adjust coverages and limits when deemed necessary and prudent by CITY.

**6. INDEMNIFICATION AND HOLD HARMLESS OF CONSULTANT.** The CONSULTANT covenants, agrees to, and shall INDEMNIFY, HOLD HARMLESS and DEFEND (with counsel reasonably acceptable to CITY) the Town of Addison, Texas and the Town of Addison, Texas' elected officials, its officers, agents, servants, volunteers, and employees (the Town of Addison, Texas and the elected officials, the officers, agents, servants, volunteers, and employees of the Town of Addison, Texas being each a "City Person" and collectively "City Persons") from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees, fines, penalties, expenses, or costs, of any kind and nature whatsoever made upon or incurred by City and/or any other City Person, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to: (i) the performance or provision of the Services as described in Section 2 of this Agreement by CONSULTANT, (ii) any representations and/or warranties by CONSULTANT under this Agreement, and (iii) any act or omission under, in performance of, or in connection with this Agreement by CONSULTANT or by any of CONSULTANT's



owners, directors, officers, shareholders, managers, partners, employees, agents, consultants, contractors, subcontractors, invitees, guests, customers, licensees, sublicensees, or any other person or entity for whom CONSULTANT is legally responsible, and their respective owners, directors, officers, shareholders, managers, partners, employees, agents, consultants, contractors, subcontractors, invitees, guests, customers, and licensees ("Consultant Persons"). 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 OR GROSS NEGLIGENCE OF ANY CITY PERSON, OR CONDUCT BY ANY CITY PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. However, CONSULTANT'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 City Person or City Persons' proportionate share of the negligence, gross negligence, or conduct that would give rise to strict liability of any kind, that caused the loss. Likewise, CONSULTANT'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 City Persons' proportionate share of the negligence, gross negligence, or conduct that would give rise to strict liability of any kind, that caused the loss.

CONSULTANT shall promptly advise Municipality in writing of any claim or demand against any City Person or CONSULTANT or any other Consultant Person related to or arising out of CONSULTANT's activities under this Agreement and shall see to the investigation and defense of such claim or demand at CONSULTANT'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 CONSULTANT of any of its obligations hereunder. The indemnity, hold harmless, and defense obligations set forth herein shall survive the expiration or termination of this Agreement.

CONSULTANT and CITY agree that the Services being provided by the CONSULTANT under this Agreement are not (i) engineering or architectural services as described by Section 271.904, Tex. Loc. Gov. Code, in that the CONSULTANT is not providing work product under this Agreement, and accordingly the indemnity, hold harmless and defense provision above does not apply to any work product of CONSULTANT, or (ii) the engineering or architectural design services of CONSULTANT as described in Section 130.002(b), Tex. Civ. Prac. & Rem. Code, in that the CONSULTANT is not providing such engineering or architectural design services under this Agreement, and accordingly the indemnity, hold harmless and defense provision above does not apply to any engineering or architectural design services of CONSULTANT.

7. **ASSIGNMENT.** CONSULTANT has no authority to and may not assign, sell, transfer, pledge, subcontract, or otherwise convey this Agreement or any portion hereof without the prior written consent of CITY, and any of the same without such prior written consent shall be deemed null and void. CONSULTANT remains responsible for any subcontractor's performance. Subcontractors will be subject to the same performance criteria expected of CONSULTANT. Performance clauses will be included in contracts with all subcontractors to assure quality levels and agreed upon schedules are met.

8. **THIRD PARTY BENEFICIARIES:** This Agreement is intended solely for the benefit of CONSULTANT and CITY and no third party rights or benefits are intended or implied,

and this Agreement does not create or grant any rights, contractual or otherwise, to any third person or entity. The provisions of this paragraph shall survive the termination of this Agreement.

9. **INDEPENDENT CONTRACTOR.** CONSULTANT is an independent contractor and neither CONSULTANT nor its employees or contractors will be considered as employed by CITY. Further, nothing in this Agreement creates nor shall be construed to create an employer-employee relationship, a partnership, a joint venture relationship, or a joint enterprise between the parties hereto.

10. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement at any time and for any reason (or for no reason) by giving at least thirty (30) days notice of such termination to the other party. Upon its receipt of or its giving of (as the case may be) notice of such termination, CONSULTANT will immediately invoice (in accordance with the invoice process set forth herein) CITY, and CITY agrees to pay for all services properly rendered by CONSULTANT to CITY prior to termination of this Agreement (which payment obligation shall survive termination of this Agreement).

11. **GOVERNING LAW; VENUE.** This Agreement shall be governed by and construed in accordance with, and is subject to, the laws of the State of Texas, and all services to be provided will be provided in accordance with applicable federal, state and local law. Venue for any suit, action or proceeding under this Agreement shall lie exclusively in Dallas County, Texas.

12. **MISCELLANEOUS.**

CONSULTANT shall keep complete and accurate records, reports, materials and other documents (in whatever form or format, whether kept electronically, in writing, or otherwise) (collectively, "records") in connection with the services performed pursuant to this Agreement, and such records are the property of CITY and CONSULTANT shall make such records available to CITY upon request. CONSULTANT shall assure the confidentiality of any records that are required by law, rule or regulation to be so maintained. CONSULTANT shall prepare and forward such additional or supplementary records as CITY may request.

CITY shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired by or on behalf of CONSULTANT pursuant to this Agreement with the same force and effect as if CITY had prepared or acquired the same.

No reports, information, documents, or other materials given to or prepared by CONSULTANT under this Agreement which CITY requests in writing to be kept confidential, shall be made available to any individual or organization by CONSULTANT without the prior written approval of CITY.

For purposes of this Agreement, notices and all other communications required to be in writing shall be addressed as provided hereinafter to the party to whom the notice or other communication is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given: when received if delivered personally; seventy-two (72) hours after deposit if sent

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

To CONSULTANT:

To CITY:

1100 NW Loop 410 Suite 546  
San Antonio, Texas 78213  
Attn: Kent Power, P.E.

\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

No term or provision of this Agreement shall be deemed waived or any breached excused unless the waiver or excusing of the breach shall be in writing and signed by the party claimed to have waived or excused.

Section and paragraph headings are for convenience only and shall not be used in interpretation of this License. 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.

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.

This Agreement shall be deemed drafted equally by the parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this Agreement. All exhibits, schedules and addenda attached to this Agreement are incorporated herein by reference and for all purposes.

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 is or may be entitled.

CONSULTANT represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, that it is authorized to conduct and do business in the State of Texas, and that the same shall remain in good standing throughout the term of this Agreement.

The provisions of this Agreement are severable. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.


This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective


unless in writing and signed by both parties.

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

**TOWN OF ADDISON, TEXAS**

**R. H. SHACKELFORD, INC.**

 4/1/11  
Lee Dunn (Date)  
Deputy City Manager

 03/29/11  
Kent Power, P. E. (Date)  
Vice President

**APPROVED AS TO FORM:**

\_\_\_\_\_  
CONSULTANT Legal Department (Date)

Proj. No.	Project Title	Fund Source No.	Amount
	Redding Trail Project		
	Bush Elementary		
	Spring Valley Road		
Total			\$48,566.88

TOWN OF ADDISON, TEXAS

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

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN THE TOWN OF ADDISON AND GARVER, LLC FOR ASSESSMENT OF AN EXISTING WASTEWATER LIFT STATION, 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 Agreement for Professional Engineering Services between the Town of Addison and RHSI, Inc., for project management and construction management services, 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 11<sup>th</sup> day of October, 2016.

\_\_\_\_\_  
Todd Meier, Mayor

ATTEST:

By: \_\_\_\_\_  
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Brenda N. McDonald, City Attorney

**EXHIBIT A**

**AGREEMENT  
BETWEEN  
THE TOWN OF ADDISON, TEXAS (TOWN)  
AND  
RHSI, Inc. (CONSULTANT)  
FOR  
PROFESSIONAL ENGINEERING SERVICES**

Made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2016,

BETWEEN the Town:     The Town of Addison, Texas  
                                  16801 Westgrove Drive  
                                  Addison, Texas 75001  
                                  Telephone: (972) 450-7001

and the Consultant:     RHSI, Inc.  
                                  16051 Addison Road  
                                  Addison, Texas 75001  
                                  Telephone: 972-377-7480

for the following Project:   Professional Engineering and Project Management  
                                  Services for Capital Improvement and Bond Projects

The Town and the Consultant agree as set forth below.

**THIS AGREEMENT** is made and entered by and between the **Town of Addison, Texas**, a Home-Rule Municipal Corporation, hereinafter referred to as "Town," and **RHSI, Inc.**, hereinafter referred to as "Consultant," to be effective from and after the date as provided herein, hereinafter referred to as "Agreement."

**WHEREAS**, the Town desires to engage the services of the Consultant to provide professional services which shall include, but not be limited to, professional engineering and project management services for capital improvement and bond projects within the Town of Addison, Texas; hereinafter referred to as "Project"; and

**WHEREAS**, the Consultant desires to render such professional engineering services for the Town upon the terms and conditions provided herein.

**NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:**

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

**ARTICLE 1  
CONSULTANT'S SERVICES**

- 1.1 **Employment of the Consultant** – The Town hereby agrees to retain the Consultant to perform professional engineering services in connection with the Project. Consultant agrees to perform such services in accordance with the terms and conditions of this Agreement.
- 1.2 **Scope of Services** – The parties agree that Consultant shall perform such services as are set forth and described in Exhibit "A," which is attached hereto and incorporated herein by reference for all purposes. The parties understand and agree that deviations or modifications to the scope of services described in Exhibit "A," in the form of written change orders, may be authorized from time to time by the Town.
  - 1.2.1 **Requirement of Written Change Order** – "Extra" work, or "claims" invoiced as "extra" work, or "claims" which have not been issued as a duly executed, written change order by the Addison Town Manager, will not be authorized for payment and/or shall not become part of the subcontracts. A duly executed written change order shall be preceded by the Addison Town Council's authorization for the Addison Town Manager to execute said change order.
  - 1.2.2 **DO NOT PERFORM ANY EXTRA WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED WRITTEN CHANGE ORDER ISSUED BY THE ADDISON TOWN MANAGER.** Project Managers, Superintendents, and/or Inspectors of the Town are not authorized to issue verbal or written change orders.
- 1.3 **Schedule of Work** – The Consultant agrees to commence work immediately upon the execution of this Agreement and receipt of written Notice to Proceed, and to proceed diligently with said work to completion as described in the Compensation Schedule / Project Billing / Project Budget attached hereto as **Exhibit "B"** and incorporated herein by reference for all purposes, but in no event shall the Project be completed any later than as identified in **Exhibit "A"**.
- 1.4 **Failure to Meet Established Deadlines** – Consultant acknowledges that time is of the essence in the performance of services under this

Agreement as set forth in the Compensation Schedule / Project Billing / Project Budget attached hereto as Exhibit "B."

## ARTICLE 2 THE TOWN'S RESPONSIBILITIES

Town shall do the following in a timely manner so as not to delay the services of Consultant:

- 2.1 **Project Data** – The Town shall furnish required information that is currently has in its possession, as expeditiously as necessary for the orderly progress of the work, and the Consultant shall be entitled to rely upon the accuracy and completeness thereof.
  
- 2.2 **Town Project Manager** – The Town shall designate, when necessary, a representative authorized to act on the Town's behalf with respect to the Project (the "Project Manager"). The Town or such authorized representative shall examine the documents submitted by the Consultant and shall render any required decisions pertaining thereto as soon as practicable so as to avoid unreasonable delay in the progress of the Consultant's services. The Project Manager is not authorized to issue verbal or written change orders for "extra" work or "claims" invoiced as "extra" work.

## ARTICLE 3 CONSULTANT'S COMPENSATION

- 3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services," compensation for this Project shall be on a Type of Payment Basis not to exceed **Two Hundred Thirty Five Thousand and Four and 70/100 Dollars (\$235,004.70)**, ("Consultant's Fee") and shall be paid in accordance with Article 3 and the Compensation Schedule / Project Billing / Project Budget as set forth in Exhibit "B."
  
- 3.1.1 **Completion of Final Report** – intentionally omitted.
- 3.1.2 **Disputes between Town and Construction Contractor** – intentionally omitted.
  
- 3.1.3 **Consultation and Approval by Governmental Authorities and Franchised Utilities** – intentionally omitted.
  
- 3.2 **Direct Expenses – Direct Expenses are included in the Consultant's Fee as described** in Article 3.1 and include actual reasonable and necessary expenditures made by the Consultant and the Consultant's employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the



Expenses are to be within the amounts as stated in the Compensation Schedule / Project Billing / Project Budget set forth in Exhibit "B," and consistent with Exhibit "C," Town of Addison Guidelines for Direct Expenses, General and Administrative Markup, and Travel and Subsistence Expenses. The Consultant shall be solely responsible for the auditing of all Direct Expenses, including the subcontractors, prior to submitting to the Town for reimbursement, and shall be responsible for the accuracy thereof. Any over-payment by the Town for errors in submittals for reimbursement may be deducted from the Consultant's subsequent payment for services; provided, however this shall not be the Town's sole and exclusive remedy for said overpayment.

3.3 **Additional Services** – The Consultant shall provide the services as described in the Scope of Services as set forth in Exhibit "A" of this Agreement. If authorized in writing by the Town, the Consultant shall provide additional services, to be compensated on an hourly basis in accordance with this paragraph ("Additional Services"). These services may include, but are not limited to:

3.3.1 Additional meetings, hearings, work-sessions, or other similar presentations which are not provided for or contemplated in the Scope of Services described in Exhibit "A."

3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in Exhibit "A." Drafts or revisions required as the result of errors or omissions by the Consultant shall not be considered Additional Services, but shall fall within the Scope of Services.

3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in Exhibit "A."

3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in Exhibit "A."

3.3.5 Compensation for Additional Services authorized by the Town shall be in addition to the Consultant's Fee and shall be based on direct billable labor rates and expenses.

3.3.6 Compensation for Additional Services authorized by the Town shall be in addition to the Consultant's Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to Town.

**Hourly Billable Rates by Position**

<b>Classification</b>	<b>Rates</b>
<b>Engineers / Architects</b>	
Principle.....	187.11
CM/PM.....	151.40
Engineer II.....	130.28
<b>Planners / Environmental Specialist</b>	
Senior Estimator.....	179.94
Estimator II.....	115.51
<b>Designers</b>	
CADD Tech.....	87.00
<b>Technicians</b>	
Sr. Inspector.....	98.58
Inspector.....	84.50
<b>Management/Administration</b>	
Assistant CM/PM.....	119.72
Project Professional.....	105.63
Project Assistant .....	77.46
Administrative.....	59.13

- 3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to the Town. Invoices are to be mailed to Town immediately upon completion of each individual task listed in Exhibit "B." On all submitted invoices, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Such background material shall include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices for payment shall provide a summary methodology for administrative markup and/or overhead charges.
- 3.5 **Timing of Payment** – Town shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by Town to Consultant is considered to be complete upon mailing of payment by Town. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.

- 3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by Town, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. Town shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21<sup>st</sup>) calendar day after the date the Town receives the invoice. Town shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of the Consultant, Town shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5. If a dispute is resolved in favor of the Town, Consultant shall submit to Town a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid Town in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. Town agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.
- 3.7 **Failure to Pay** – Failure of the Town to pay an invoice, for a reason other than upon written notification as stated in the provisions of Article 3.6 to the Consultant within sixty (60) days from the date of the invoice shall grant the Consultant the right, in addition to any and all other rights provided, to, upon written notice to the Town, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10<sup>th</sup>) calendar day after written notice of suspension was provided to Town, in accordance with Chapter 2251, Subchapter "D" ("Remedy for Nonpayment") of the *Texas Government Code*. The Town shall not be required to pay any invoice submitted by the Consultant if the Consultant breached any provision(s) herein.
- 3.8 **Adjusted Compensation** – If the Scope of the Project or if the Consultant's services are materially changed due to no error on behalf of Consultant in the performance of services under this Agreement, the amounts of the Consultant's compensation shall be equitably adjusted as approved by Town. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be authorized by written change order duly executed by both parties before the services are performed.
- 3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of Town in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment,

Consultant shall deliver to Town all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, the Consultant's compensation shall be equitably adjusted as approved by the Town. Any additional amounts paid to the Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

#### **ARTICLE 4 OWNERSHIP OF DOCUMENTS**

- 4.1 **Documents Property of the Town** – The Project is the property of the Town, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any materials for any other purpose not relating to the Project without Town's prior written consent. Town shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in Exhibit "A." Upon completion of the work, or any earlier termination of this Agreement under Article 3 and/or Article 7, Consultant will revise plans, data, documents, maps, and any other information as defined in Exhibit "A" to reflect changes while working on the Project and promptly furnish the same to the Town in an acceptable electronic format. All such reproductions shall be the property of the Town who may use them without the Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project.
- 4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that Town is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or Sub-consultants) under this Agreement are instruments of service in respect of the Project and property of the Town and upon completion of the Project shall thereafter be subject to the Texas Public Information Act (*Texas Government Code*, Chapter 552) and any other applicable laws requiring public disclosure of the information contained in said documents.

#### **ARTICLE 5 CONSULTANT'S INSURANCE REQUIREMENTS**

- 5.1 **Required Professional Liability Insurance** – Consultant shall maintain, at no expense to Town, a professional liability (errors and omissions)

insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall require the provision of written notice to Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.

5.2 **Required General Liability Insurance** - Consistent with the terms and provisions of Exhibit "D," Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to Town, a general liability insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name the Town, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.

5.3 **Required Workers Compensation Insurance** - Consistent with the terms and provisions of Exhibit "D," Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to Town, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent service(s), and authorized to transact business in the State of Texas. Such policy shall provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-

payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.

- 5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If Project size and scope warrant, Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to the Town, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars (\$2,000,000.00). Consistent with the terms and provisions of Exhibit "F," such policy shall name the Town, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that the same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to the Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.

## **ARTICLE 6 CONSULTANT'S ACCOUNTING RECORDS**

Records of Direct Expenses and expenses pertaining to services performed in conjunction with the Project shall be kept on the basis of generally accepted accounting principles. Invoices will be sent to the Town as indicated in Article 3.4. Copies of employee time sheets, receipts for direct expense items and other records of Project expenses will be included in the monthly invoices.

## **ARTICLE 7 AUDITS AND RECORDS / PROHIBITED INTEREST / VENDOR DISCLOSURE**

The Consultant agrees that at any time during normal business hours and as often as the Town may deem necessary, Consultant shall make available to representatives of the Town for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the Town to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, and for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

The Consultant agrees that it is aware of the prohibited interest requirement of the Town Charter, which is repeated on the Affidavit, attached hereto as Exhibit "E" and incorporated herein for all purposes, and will abide by the same. Further, a lawful representative of Consultant shall execute the Affidavit attached hereto as Exhibit "E". Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, Local Government Code, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit "F" and incorporated herein for all purposes.

If the Agreement is required to go to the City Council for approval, then the Consultant shall execute and deliver to the Town the Form 1295 Certificate of Interested Parties, as required by section 2252.908, Texas Government Code, as amended, prior to the City's execution of this Agreement.

#### **ARTICLE 8 TERMINATION OF AGREEMENT / REMEDIES**

Town may, upon thirty (30) days written notice to Consultant, terminate this Agreement, for any reason or no reason at all, before the termination date hereof, and without prejudice to any other remedy it may have. If Town terminates this Agreement due to a default of and/or breach by Consultant and the expense of finishing the Project exceeds the Consultant's Fee at the time of termination, Consultant waives its right to any portion of Consultant's Fee as set forth in Article 3 herein and agrees to pay any costs over and above the fee which the Town is required to pay in order to finish the Project. On any default and/or breach by Consultant, Town may elect not to terminate the Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the Consultant's Fee due Consultant as set forth in Article 3 herein. If Town terminates this Agreement and Consultant is not in default of the Agreement, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of the Town in accordance with the provisions of this Agreement prior to termination.

In the event of any termination, Consultant shall deliver to Town all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment.

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 rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

**ARTICLE 9  
DISPUTE RESOLUTION / MEDIATION**

In addition to all remedies at law, the parties may resolve/mediate any controversy, claim or dispute arising out of or relating to the interpretation or performance of this Agreement, or breach thereof, by voluntary mediation to be conducted by a mutually acceptable mediator.

**ARTICLE 10**

**INDEMNITY**

CONSULTANT SHALL HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ITS TOWN COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS (INCLUDING PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENTS), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF PROFESSIONAL SERVICES PROVIDED BY CONSULTANT PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE TOWN (HEREINAFTER "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST TOWN BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE



WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. THIS INDEMNIFICATION SHALL EXTEND TO THE PAYMENT OR REIMBURSEMENT OF THE TOWN'S REASONABLE ATTORNEYS FEES AND ASSOCIATED COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE CONSULTANT'S LIABILITY.

CONSULTANT SHALL PROMPTLY NOTIFY TOWN OF THE DEFENSE COUNSEL RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION HEREUNDER, AND TIMELY NOTIFY TOWN OF ANY AND ALL LEGAL ACTIONS TAKEN BY THE DEFENSE COUNSEL REGARDING ANY AND ALL CLAIMS.

THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

## ARTICLE 11 NOTICES

Consultant agrees that all notices or communications to Town permitted or required under this Agreement shall be delivered to Town at the following addresses:

**Director of Infrastructure and Development Services**  
Town of Addison  
16801 Westgrove Drive  
Addison, Texas 75001

Town agrees that all notices or communication to Consultant permitted or required under this Agreement shall be delivered to Consultant at the following addresses:

**RHSI, Inc.**  
**Ryan J. Reynolds, P.E., Project Manager**  
**16051 Addison Rd. Ste. 211**  
**Addison, TX 75001**

Any notice provided in writing under the terms of this Agreement by either party to the other shall be in writing and may be effected by registered or certified mail, return receipt requested.

All notices or communication required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is postmarked by the sending party. Each party may change the address to which notice may be sent to that party by giving notice of such change to the other party in accordance with the provisions of this Agreement.

## ARTICLE 12

## MISCELLANEOUS

- 12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled "A" through "F," all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modifies except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:
- 12.1.1 Exhibit "A," Scope of Services.
  - 12.1.2 Exhibit "B," Compensation Schedule / Project Billing / Project Budget.
  - 12.1.3 Exhibit "C," Town of Addison Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.
  - 12.1.6 Exhibit "D," Town of Addison Contractor Insurance Requirements.
  - 12.1.7 Exhibit "E," Affidavit.
  - 12.1.8 Exhibit "F", Conflict of Interest Questionnaire, Form CIQ.
- 12.2 **Assignment and Subletting** – The Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the Town. The Consultant further agrees that the assignment or subletting or any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Consultant of its full obligations to the Town as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third party billing.
- 12.3 **Successors and Assigns** – Town and Consultant, and their partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives, and administrators are hereby bound to the terms and conditions of this Agreement.
- 12.4 **Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall

remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained herein.

- 12.5 **Venue** – This entire Agreement is performable in Dallas County, Texas and the venue for any action related directly or indirectly, to this Agreement or in any manner connected therewith shall be in Dallas County, Texas, and this Agreement shall be construed under the laws of the State of Texas.
- 12.6 **Execution / Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.
- 12.7 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for an on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- 12.8 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.9 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
- 12.10 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- 12.11 **Sovereign Immunity** – The parties agree that the Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
- 12.12 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.

12.13 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.

12.14 **No Third Party Beneficiaries** -- Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement and caused this Agreement to be effective on the latest day as reflected by the signatures below.

**Effective Date:** \_\_\_\_\_

**TOWN:**

Town of Addison, Texas

By: \_\_\_\_\_  
Wesley S. Pierson, City Manager

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

**CONSULTANT:**

RHSI, Inc.

By:   
Jerry J. Shoemaker, President/CEO

Date: 9/29/16

STATE OF TEXAS  
COUNTY OF DALLAS

§  
§  
§

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Wesley S. Pierson**, Town of Addison, Texas City Manager, 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 purpose and consideration expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_ day of \_\_\_\_\_, 2016.

Notary Public In and For the State of Texas  
My commission expires: \_\_\_\_\_

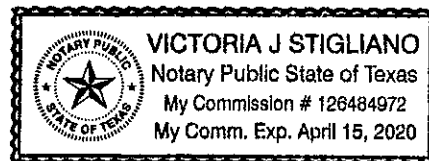
STATE OF TEXAS  
COUNTY OF DALLAS

§  
§  
§

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared J. SIDENAKER known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29 day of September, 2016.

  
Notary Public In and For the State of Texas  
My commission expires: APRIL 15 2020



**Exhibit "A"**  
**Scope of Services**

**Agreement by and between the Town of Addison, Texas (Town)  
and RHSI, Inc. (Consultant)  
to perform Professional Engineering and Project Management Services  
for Capital Improvement and Bond Projects**

**Belt Line Underground Electrical**

Construction phase services include providing daily onsite inspection, review of all GC RFI, interfacing with A/E on RFI if design changes are necessary, review of all submittals, interfacing with A/E on submittals if necessary, review of contractor pay applications, conducting regular interval construction meetings, determining most efficient use of A/E construction phase services, assisting A/E and Addison in the development of punch list items, and conducting project closeout.

Design phase and bid phase services for the completion of the overlay package. The design services are to include the review of the 95% and 100% overlay design submissions for comment. Bid phase services consist of assisting A/E in the development of bid documents and construction contract, interfacing with Addison finance for the generation of the solicitation, conducting pre-bid meeting, answering pre-bid RFI and assisting in the development of bid phase addenda, the review and selection of bids through development of bid tabulation, and conducting the pre-construction conference with selected GC.

**Waste-Water Master Plan**

Project Management & coordination services for the final completion of an updated Wastewater System Master Plan designed by LNV. Manage and monitor required deliverables. Review data collected, rate model investigations, analysis, and recommendations.

**Vitruvian Phase V**

Design phase services to include the review of all design submissions for the streetscape and utility improvements for Vitruvian Park Phase V. Assist in coordination of field activities including preliminary and final plating, easement review and process. Review of SWPPP manual if needed (Jimmy Raines is certified inspector). Attend project meetings to provide review and comment.

Bid phase services consist of assisting A/E in the development of bid documents and construction contract, interfacing with Addison finance for the generation of the solicitation, conducting pre-bid meeting, answering pre-bid RFI and assisting in the development of bid phase addenda, the review and selection of bids through development of bid tabulation, and conducting the pre-construction conference with selected GC.

**Optional Service (not in contract):** Construction phase services include providing daily onsite inspection, review of all GC RFI, interfacing with A/E on RFI if design changes are necessary, review of all submittals, interfacing with A/E on submittals if necessary, review of contractor pay applications, conducting regular interval construction meetings, determining most efficient use of A/E construction phase services, assisting A/E and Addison in the development of punch list items, and conducting project closeout.

### **Vitruvian Phase VIIIa**

Design phase services to include the review of all design submissions for the streetscape and utility improvements for Vitruvian Park Phase VIIIa. Assist in coordination of field activities including preliminary and final plating, easement review and process. Review of SWPPP manual if needed (Jimmy Raines is certified inspector). Attend project meetings to provide review and comment.

Bid phase services consist of assisting A/E in the development of bid documents and construction contract, interfacing with Addison finance for the generation of the solicitation, conducting pre-bid meeting, answering pre-bid RFI and assisting in the development of bid phase addenda, the review and selection of bids through development of bid tabulation, and conducting the pre-construction conference with selected GC.

**Optional Service (not in contract):** Construction phase services include providing daily onsite inspection, review of all GC RFI, interfacing with A/E on RFI if design changes are necessary, review of all submittals, interfacing with A/E on submittals if necessary, review of contractor pay applications, conducting regular interval construction meetings, determining most efficient use of A/E construction phase services, assisting A/E and Addison in the development of punch list items, and conducting project closeout.

**EXHIBIT "B"**  
**COMPENSATION SCHEDULE / PROJECT BILLING / PROJECT BUDGET**

Agreement by and between the Town of Addison, Texas (Town)  
and RHSI, Inc. (Consultant)  
to perform Professional Engineering and Project Management Services for  
Capital Improvement and Bond Projects

See attached Exhibit 'B'

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**I. COMPENSATION SCHEDULE / PROJECT BILLING SUMMARY.**

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<b>Project</b>	<b>Fee</b>
Belt Line Rd UGE	\$172,919.26
Vitruvian Park Phase V	\$13,878.68
Vitruvian Park Phase VIII-a	\$32,507.77
WWTR MGT	\$24,492.12
<b>Subtotal for Lump Sum Professional Services</b>	<b>\$235,004.70</b>
<hr/>	
<b>Total Fee</b>	<b>\$235,004.70</b>
<hr/>	
<b>TOTAL CONSULTANT'S FEE (NOT-TO-EXCEED)</b>	<b>\$ 235,004.70</b>

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## EXHIBIT "C"

### TOWN OF ADDISON GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

- I. **CONSULTANT'S RESPONSIBILITY**. The Consultant shall be solely responsible for the auditing of all direct expense, approved markup (general and/or administrative), and approved travel and/or subsistence charges, including those to be included under a sub-contract, prior to the Town for reimbursement, and Consultant shall be responsible for the accuracy thereof. Any overpayment by the Town for errors in submittals for reimbursement may be deducted from the Consultant's subsequent payment(s) for services; however, this shall not be the Town's sole and exclusive remedy for said overpayment.

#### II. **GUIDELINES FOR DIRECT EXPENSES**.

- A. **Local Transportation** – Transportation in connection with the Project, when such transportation is not a function of routine performance of the duties of the Consultant in connection with the Project, and when such transportation exceeds beyond fifty (50) miles from the Project site, shall be reimbursed at a standard mileage rate consistent with that as issued, and periodically revised, by the United States Internal Revenue Service (IRS). Under no circumstances shall Town reimburse Consultant at a higher standard mileage rate or pay additional markup on charges for local transportation. Completion of Town's Standard Mileage Log is required for submittal of these charges for reimbursement, including justification for each submitted expense.

Under no circumstances are charges associated with rental cars for local transportation eligible for reimbursement by Town. Toll road subscriptions or toll plaza receipts are not reimbursable. Consultant agrees to place these standards in all subcontracts for work on the Project.

- B. **Supplies, Material, Equipment** – Town shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by Town's Project Manager in writing.
- C. **Commercial Reproduction** – Town shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to Town at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that the Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for the Town. Consultant shall provide such documentation to Town for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.
- D. **In-House Reproduction** - Consultant shall make arrangements with the Town for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. Town shall provide Consultant with a standard format for documenting these charges. Completion of the Town's reproduction log is required as a prerequisite for payment, including the number or reproductions, the

date, time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

- E. **Commercial Plotting** – Town shall reimburse the actual cost of plots, specifically limited to final documents, provided the Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for the Town. Consultant shall provide such documentation to Town for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.
- F. **In-House Plotting** – Consultant shall make arrangements with Town for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. Town shall provide Consultant with a standard format for documenting these charges. Completion of the Town's reproduction log is required as a prerequisite for payment, including the number of plots, the date, time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.
- G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.
- H. **Postage, Mail, and Delivery Service** – Town shall reimburse the actual cost of postage and delivery of Instruments of Service, provided the Consultant duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for the Town, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of the Consultant and/or the Consultant's employees. Consultant agrees to place these standards in all subcontracts for work on the Project.
- I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Project, and then only reimbursable for the actual cost subject to compliance with the Town's currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

### **III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.**

1. **Requirement of Prior Approval** – Consultant may be allowed to charge a General and/or Administrative Markup on work completed if Consultant can clearly define to Town specifically what costs are included in the markup calculation. To apply General and/or Administrative Markup, Consultant must also document to Town what costs would be considered direct costs. Town shall issue approval in writing to allow Consultant to charge General and/or Administrative Markup. Town reserves the right to reject any and all requests for General and/or Administrative Markup.

#### **IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.**

1. **Adherence to Currently Adopted Town Travel Policy** – Unless otherwise stated within this Agreement, reimbursements shall be governed by the same travel policies provided for Town employees according to current adopted policy. All lodging and meals are reimbursed in accordance with IRS rules and rates as shown on the U.S. General Services Administration website for the Town: <http://www.gsa.gov/portal/category/21287>.
2. Prior to the event, Consultant shall request, and the Town shall provide the provisions and the restrictions that apply to out-of-town reimbursements.

**EXHIBIT "D"**  
**TOWN OF ADDISON PROFESSIONAL SERVICES/CONSULTANT**  
**INSURANCE GUIDELINES**

**REQUIREMENTS**

Contractors performing work on CITY OF ADDISON property or public right-of-way shall provide the CITY OF ADDISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from CITY OF ADDISON. Contractors shall provide CITY OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Work shall not commence until insurance has been approved by CITY OF ADDISON.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-:VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. CITY OF ADDISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1. <b>Workers' Compensation Employers' Liability</b> to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence  Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000	<b><u>CITY OF ADDISON to be provided a WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION or material change in coverage.</u></b> Insurance company must be A-:VII rated or above.
2. <b>Commercial General (Public) Liability</b> to include coverage for: a) Bodily Injury b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000 Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, Medical Expense 5,000	<b><u>CITY OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION or material change in coverage.</u></b> Insurance company must be A-:VII rated or above.
3. <b>Business Auto Liability</b> to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	<b><u>CITY OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION or material change in coverage.</u></b> Insurance company must be A:VII-rated or above.

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) may be **faxed** to the Purchasing Department:

972-450-7074 or emailed to: [purchasing@addisontx.gov](mailto:purchasing@addisontx.gov). Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the City of Addison.
2. All insurance policies shall be endorsed to require the insurer to immediately, or no later than thirty (30) days, notify the City of Addison, Texas of any material change in the insurance coverage.
3. All insurance policies shall be endorsed to the effect that the City of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the City of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
5. Insurance must be purchased from insurers that are financially acceptable to the City of Addison and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Upon request, Contractor shall furnish the City of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

This form must be signed and returned with your quotation. You are stating that you do have the required insurance and if selected to perform work for CITY OF ADDISON, will provide the certificates of insurance (and endorsements) with the above requirements to CITY OF ADDISON within 10 working days.

**A CONTRACT/PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE AND APPROVAL OF INSURANCE.**

**AGREEMENT**

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for CITY OF ADDISON. I also agree to require any subcontractor(s) to maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

Project/Bid# \_\_\_\_\_

Company: RH Shackelford, Inc

Printed Name: Jerry Shoemaker

Signature:  \_\_\_\_\_ Date: 9/29/2016



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Trimble-Batjer San Antonio 120 Austin Hwy., Ste. 103 San Antonio, TX 78209 Barbara Newcomb	<b>CONTACT NAME:</b> Susan Muniz <b>PHONE (A/C No. Ext):</b> 210-253-2415 <b>E-MAIL ADDRESS:</b> susan@trimble-batjer.com	<b>FAX (A/C No.):</b> 210-308-9540	
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> R.H. Shackelford, Inc. P.O. Box 60189 Corpus Christi, TX 78466	<b>INSURER A:</b> Employers Mutual Casualty Co		<b>NAIC #</b> 21415
	<b>INSURER B:</b> Texas Mutual Ins. Co.		22945
	<b>INSURER C:</b> HCC Specialty Insurance Co.		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SEE BELOW GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			4D27762	02/25/2016	02/25/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SEE BELO <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			4E27762	02/25/2016	02/25/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			4J27762	02/25/2016	02/25/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TSF0001188366 SEE BELOW	02/22/2016	02/22/2017	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab CLAIMS MADE			HS1620149 RETRO DATE 2/25/08	02/25/2016	02/25/2017	Aggregate 1,000,000 Deductibl 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

SEE REVERSE FOR SPECIAL PROVISIONS

<b>CERTIFICATE HOLDER</b>  R.H. Shackelford, Inc. 1100 NW Loop 410, Ste. 350 San Antonio, TX 78213	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

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**NOTEPAD**INSURED'S NAME **R.H. Shackelford, Inc.****RHSHA-1  
OP ID: SM**PAGE 2  
Date **02/29/2016**

\*\*\*SPECIAL PROVISIONS-GL includes a blanket 30 day notice of cancellation/material change endorsement (except nonpay,10), GL and Auto include blanket additional insured, with general liability including products/completed operations and primary and non-contributory coverage, and GL and WC include a blanket waiver of subrogation endorsement all in favor of any person or organization as required by signed, written contract.

WE HAVE ISSUED AN INDUSTRY STANDARD ACORD CERTIFICATE OF INSURANCE FOR OUR CUSTOMER. A LAW PASSED BY THE TEXAS LEGISLATURE EFFECTIVE JANUARY 1, 2012 (SENATE BILL 425) PROHIBITS US FROM ADDING SPECIAL WORDING TO THE CERTIFICATE THAT WOULD (1) ALTER, AMEND OR EXTEND COVERAGE OR TERMS AND CONDITIONS PROVIDED BY THE INSURANCE POLICY; AND (2) PROVIDE FALSE OR MISLEADING INFORMATION CONCERNING THE INSURANCE POLICY; OR (3) REFER TO A LEGAL OR INSURANCE REQUIREMENT CONTAINED IN A CONTRACT.





**EXHIBIT "F"**  
**CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ**

**FORM CIQ CONFLICT OF INTEREST QUESTIONNAIRE** For vendor or other person  
 doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

1. Name of person who has a business relationship with local governmental entity.

2. Check this box if you are filing an update to a previously filed question

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
 Name of Local Government Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? Yes  No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes  No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes  No

D. Describe each employment or business relationship with the local government officer named in this section.

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

**EXHIBIT "F"**  
**CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ**

4. Signature of person doing business with the governmental entity Date:

Signature

9/29/16

Date

**Local Government Officers Town of Addison, Texas**

For purposes of completion of the required Conflict of Interest Questionnaire for the Town of Addison Texas (required by all Vendors who submit bids/proposals), Local Government Officers are:

Mayor: Todd Meier

Council

Members:

Al Angel, Council Member

Jim Duffy, Council Member

Bruce Arfsten, Council Member

Paul Walden, Council Member

Ivan Hughes, Council Member

Dale Wilcox, Council Member

City Manager: Wesley S. Pierson

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

Certificate Number:  
2016-117916

Date Filed:  
09/29/2016

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
RHSI, Inc.  
Addison, TX United States

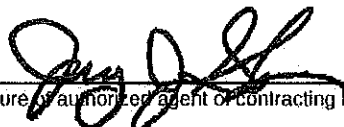
**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Town of Addison

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
201610-RHSIPM  
Project management for CIP and Bond projects.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Shoemaker, Jerry	Corpus Christi, TX United States	X	


**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

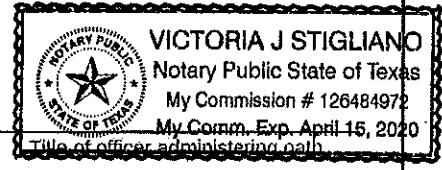
  
 \_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Jerry J Shoemaker, this the 29 day of September, 2016, to certify which, witness my hand and seal of office.

  
 \_\_\_\_\_  
 Signature of officer administering oath

**VICTORIA J STIGLIANO**  
 Printed name of officer administering oath



AI-1907

18.

**Work Session and Regular Meeting**

**Meeting Date:** 10/11/2016

**Department:** Infrastructure- Development Services

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**AGENDA CAPTION:**

Hold A Public Hearing, Discuss, And Consider Approval Of An **Ordinance Amending The Code Of Ordinances Of The Town Of Addison By Amending Appendix A - Zoning, Article XX (Special Uses), Section 1, Subsection A. (27), By Adding That A Special Use Permit For The Sale Of Beer And Wine For Off-Premises Consumption Only May Be Issued In Conjunction With The Issuance Of A Special Use Permit For A Hotel.** Case 1746-Z/Town of Addison.

**BACKGROUND:**

The Addison Planning and Zoning Commission, meeting in regular session on September 20, 2016, voted to recommend approval of an ordinance amending the Code of Ordinances of the Town of Addison by amending Appendix A – Zoning, Article XX (Special Uses), Section 1, Subsection A. (27), to add that a Special Use Permit for the sale of beer and wine for off-premises consumption only may be issued in conjunction with the issuance of a Special Use Permit for a hotel.

Voting Aye: Ennis, Griggs, Robbins, Robinson, Schaeffer

Voting Nay: Morgan

Absent: Smith

SPEAKERS AT THE PUBLIC HEARING: none

Please refer to the attached staff report for additional information on the case.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

1746-Z Staff Report  
Ordinance

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September 16, 2016

## STAFF REPORT

RE: Case 1746-Z/Town of Addison

REQUEST: Approval of an ordinance allowing the issuance of a Special Use Permit for the sale of beer and wine for off-premises consumption only in conjunction with a Special Use Permit for a hotel.

## DISCUSSION:

Background: Prior to 2010, the sale of alcoholic beverages of any kind for off-premises consumption was limited to Inwood Road. On November 2, 2010, the Town held a Charter amendment election in order to remove this restriction for beer and wine sales.

The Addison Zoning Ordinance has always allowed beer and wine to be sold in any Local Retail district with a Special Use Permit, but that provision was always superseded by the restriction in the Charter. Following the successful Charter amendment election, the Town recognized that there were many properties that were appropriate for such sales, but that were not zoned Local Retail. Accordingly, the Special Use Permit provision was expanded through Ordinance O11-007, to include the Urban Center district and certain Planned Development districts. This section of the zoning ordinance currently reads as follows:

*(27) Sale of beer and wine for off-premises consumption only in any local retail district, in any urban center district, or in any planned development district wherein the sale of beer and wine for off-premises consumption is specifically allowed in the ordinance establishing such planned development.*

Since the election in 2010, The Town has issued 19 Special Use Permits for the sale of beer and wine for off-premises consumption only. Most recently (2014), the Hyatt House hotel at 4900 Edwin Lewis, which is zoned as a Planned Development, was granted this SUP. This allows the hotel to sell beer and wine to their guests to take from the lobby to their rooms.

Recently, the Town has been approached by another hotel, adjacent to the Hyatt House, requesting the same service. This hotel, however, is not zoned LR, UC or PD. Given the similarity in location and use, this does not seem to be an unreasonable request, but the ordinance does not currently allow this.

Current Request: Staff is proposing to add language to this section of the zoning ordinance to state that such a Special Use Permit may be issued in conjunction with a hotel use, which also requires a Special Use Permit. The new provision would read as follows:

*(27) Sale of beer and wine for off-premises consumption only in any local retail district, in any urban center district, ~~or~~ in any planned development district wherein the sale of beer and wine for off-premises consumption is specifically allowed in the ordinance establishing such planned development, or in conjunction with the issuance of a Special Use Permit for a hotel.*

RECOMMENDATION: **APPROVAL**

This change would give the Town the ability to consider the request for this specific hotel as well as other hotels that may make this request in the future, but would not obligate the Town to approve such requests.



Case 1746-Z/Town of Addison  
September 20, 2016

**COMMISSION FINDINGS:**

The Addison Planning and Zoning Commission, meeting in regular session on September 20, 2016, voted to recommend approval of an ordinance amending the Code of Ordinances of the Town of Addison by amending Appendix A – Zoning, Article XX (Special Uses), Section 1, Subsection A. (27), to add that a Special Use Permit for the sale of beer and wine for off-premises consumption only may be issued in conjunction with the issuance of a Special Use Permit for a hotel.

Voting Aye: Ennis, Griggs, Robbins, Robinson, Schaeffer  
Voting Nay: Morgan  
Absent: Smith

**SPEAKERS AT THE PUBLIC HEARING:**

For: none  
On: none  
Against: none

**TOWN OF ADDISON, TEXAS**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING THE CODE OF ORDINANCES, APPENDIX A – ZONING, ARTICLE XX (SPECIAL USES), SECTION 1, SUBSECTION A (27), TO PROVIDE THAT A SPECIAL USE PERMIT FOR THE SALE OF BEER AND WINE FOR OFF-PREMISES CONSUMPTION ONLY MAY BE ISSUED IN CONJUNCTION WITH THE ISSUANCE OF A SPECIAL USE PERMIT FOR A HOTEL; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Addison, Texas (the “City”) is a home rule municipality having full power of local self-government pursuant to Article 11, Section 5 of the Texas Constitution and its Home Rule Charter; and

**WHEREAS**, currently, Special Use Permits for the sale of beer and wine for off-premises consumption only may be approved for properties zoned Local Retail, Urban Center or in certain Planned Development Districts; and

**WHEREAS**, after due deliberations and consideration of the recommendation of the Planning and Zoning Commission, the information received at a public hearing, and other relevant information and materials, the City Council of the Town of Addison, Texas finds that this ordinance promotes the general welfare and safety of this community.

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

**Section 1.** The Code of Ordinances (the “Code”) of the Town of Addison, Texas Appendix A (Zoning), Article XX (Special Uses), Section 1. Subsection A (27) is hereby amended to read in its entirety as follows:

**Section 1. – Special uses in specified districts.**

- A. The city council may, after public hearing and proper notice to all parties affected, and after recommendation from the planning and zoning commission containing such requirements and safeguards are necessary to protect adjoining property, authorize by ordinance the location of any of the following in the following specified districts:

...



(27) Sale of beer and wine for off-premises consumption only in any local retail district, in any urban center district, in any planned development district wherein the sale of beer and wine for off-premises consumption is specifically allowed in the ordinance establishing such planned development, or in conjunction with the issuance of a Special Use Permit for a hotel.

...

**Section 2.**     Recitals. The above and foregoing recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

**Section 3.**     Savings; Repealer. This Ordinance shall be cumulative of all other ordinances of the City and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance. Provided, however, that the repeal of such ordinances or parts of such ordinances and the amendments and changes made by this Ordinance, shall not affect any right, property or claim which was or is vested in the City, or any act done, or right accruing or accrued, or established, or any suit, action or proceeding had or commenced before the time when this Ordinance shall take effect; nor shall said repeals, amendments or changes affect any offense committed, or an penalty or forfeiture incurred, or any suit or prosecution pending at the time when this Ordinance shall take effect under any of the ordinances or sections thereof so repealed, amended or changed; and to that extent and for that purpose the provisions of such ordinances or parts of such ordinances shall be deemed to remain and continue in full force and effect.

**Section 4.**     Severability. The sections, paragraphs, sentences, phrases, clauses and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this Ordinance or application thereof to any person or circumstances is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

**Section 5.**     Penalty. Any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense and each and every such day such offense shall continue shall be deemed to constitute a separate offense.

**Section 6.**     Effective Date. This Ordinance shall take from and after its adoption and publication as required by law.

Case No. 1746-Z/Town of Addison

**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas this the 11th day of October, 2016.

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Todd Meier, Mayor  
Town of Addison, Texas

ATTEST:

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Laura Bell, City Secretary

APPROVED AS TO FORM:

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Brenda N. McDonald, City Attorney

Ordinance No. \_\_\_\_\_

AI-1797

19.

**Work Session and Regular Meeting**

**Meeting Date:** 10/11/2016

**Department:** Infrastructure- Development Services

---

**AGENDA CAPTION:**

Hold A Public Hearing, Discuss, and Consider Approval Of An **Ordinance Changing The Zoning On Property Located At 4875 Belt Line Road, On The North Side Road of Belt Line Road In Between Quorum Drive And Addison Road, Which Property Is Currently Zoned C-2, Commercial-2, With A Special Use Permit For A Hotel, By Approving A Special Use Permit For The Sale Of Beer And Wine For Off-Premises Consumption Only.** Case 1745-SUP/Home2 Suites by Hilton.

**BACKGROUND:**

The Addison Planning and Zoning Commission, meeting in regular session on September 20, 2016, voted to recommend approval of an ordinance changing the zoning on property located at 4875 Belt Line Road by approving a Special Use Permit for the sale of beer and wine for off-premises consumption only, subject to no conditions.

Voting Aye: Ennis, Griggs, Morgan, Robbins, Robinson, Schaeffer

Voting Nay: none

Absent: Smith

SPEAKERS AT THE PUBLIC HEARING: none

Please refer to the attached staff report for additional information on the case.

**RECOMMENDATION:**

Administration recommends approval.

---

**Attachments**

1745-SUP Staff Report

1745-SUP Plans

Ordinance

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# 1745-SUP

**PUBLIC HEARING** Case 1745-SUP/Home 2 Suites by Hilton. Public hearing, discussion, and take action on a recommendation regarding an ordinance changing the zoning on property located at 4875 Belt Line Road, which property is currently zoned C-2, Commerical-2, with a Special Use Permit for a hotel by approving a Special Use Permit for the sale of beer and wine for off-premises consumption.

## LOCATION MAP





September 16, 2016

**STAFF REPORT**

RE: Case 1745-SUP/Home 2 Suites by Hilton

LOCATION: 4875 Belt Line Road

REQUEST: Approval of a new Special Use Permit for the sale of beer and wine for off-premises consumption only

APPLICANT: Magnolia Lodging, represented by Mr. Michael Buta

**DISCUSSION:**

Background: The property at 4875 Belt Line Road is zoned Commerica-2. In December 2013, the Town of Addison approved a Special Use Permit for the development of the Home2 Suites by Hilton at this location. The property has been under construction since that time and is nearing completion.

Current Request: The plan features a large lobby. In the corner of the lobby, adjacent to the registration desk, is a small market area for the sale of goods, including food and beverages, to guests of the hotel. This area is outlined with a red box on the attached floor plan. Home2 is requesting approval of a Special Use Permit for the sale of beer and wine for off-premises consumption only. This will allow them to sell beer and wine out of the market area for their guests to take to their room.

**RECOMMENDATION: APPROVAL**

This recommendation is contingent on the approval of the text amendment being proposed in Case 1746-Z, which allows for consideration of such a request. Many hotels appear to be expanding their offerings and moving in the direction of providing beer and wine for sale as a way to attract additional and younger guests. The Town previously approved for the Hyatt House hotel, located adjacent to Home2, to sell beer and wine, and they have been doing so with no problems. By judging the floor plan and the small area being shown as the market, the beer and wine offering here will be fairly limited, will be done so in a controlled environment, and should not pose any issues. Granting this request will allow Home2 to provide an additional service to its guest and compete with its neighbors.



Case 1745-SUP/Home2 Suites by Hilton  
September 20, 2016

**COMMISSION FINDINGS:**

The Addison Planning and Zoning Commission, meeting in regular session on September 20, 2016, voted to recommend approval of an ordinance changing the zoning on property located at 4875 Belt Line Road by approving a Special Use Permit for the sale of beer and wine for off-premises consumption only, subject to no conditions.

Voting Aye: Ennis, Griggs, Morgan, Robbins, Robinson, Schaeffer  
Voting Nay: none  
Absent: Smith

**SPEAKERS AT THE PUBLIC HEARING:**

For: none  
On: none  
Against: none



**TOWN OF ADDISON, TEXAS**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE TO GRANT A SPECIAL USE PERMIT FOR THE SALE OF BEER AND WINE FOR OFF-PREMISES CONSUMPTION ONLY, ON APPLICATION FROM HOME 2 SUITES BY HILTON, FOR PROPERTY LOCATED AT 4875 BELT LINE ROAD; PROVIDING A PENALTY NOT TO EXCEED TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; SAVINGS, NO SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the property located at 4875 Belt Line Road is zoned C-2, Commercial-2, with a Special Use Permit for a hotel; and

**WHEREAS**, after due deliberations and consideration of the recommendation of the Planning and Zoning Commission, the information received at a public hearing, and other relevant information and materials, the City Council of the Town of Addison, Texas finds that this ordinance promotes the general welfare and safety of this community.

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

**Section 1.** That the recitals and findings set forth above are hereby found to be true and correct and incorporated as if fully set forth herein.

**Section 2.** That a Special Use Permit authorizing the sale of beer and wine for off-premises consumption only, on the property located 4875 Belt Line Road, is hereby granted subject to the following conditions:

- (a) Prior to the issuance of a Certificate of Occupancy, said Property shall be improved in accordance with the floor plan attached hereto as **Exhibit A** and made a part hereof for all purposes.
- (b) The sale of beer and wine shall be limited to the area indicated on the floor plan.

**Section 3.** That any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the city, as heretofore amended, and upon conviction shall be punished by a fine set in accordance with Chapter 1, General Provisions, Section 1.10, General penalty for violations of Code; continuing violations, of the Code of Ordinances for the Town of Addison.

Ordinance No. \_\_\_\_\_



**Section 4.** That it is the intention of the City Council that this ordinance be considered in its entirety, as one ordinance, and should any portion of this ordinance be held to be void or unconstitutional, then said ordinance shall be void in its entirety, and the City Council would not have adopted said ordinance if any part or portion of said ordinance should be held to be unconstitutional or void.

**Section 5.** That all ordinances of the City in conflict with the provisions of this ordinance be, and the same are hereby repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

**Section 6.** That this Ordinance shall become effective from and after its passage and approval and after publication as may be required by law or by the City Charter or ordinance.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, on this the 11th day of October, 2016.**

\_\_\_\_\_  
Todd Meier, Mayor

ATTEST:

\_\_\_\_\_  
Laura Bell, City Secretary

CASE NO: 1745-SUP/Home2 Suites by Hilton

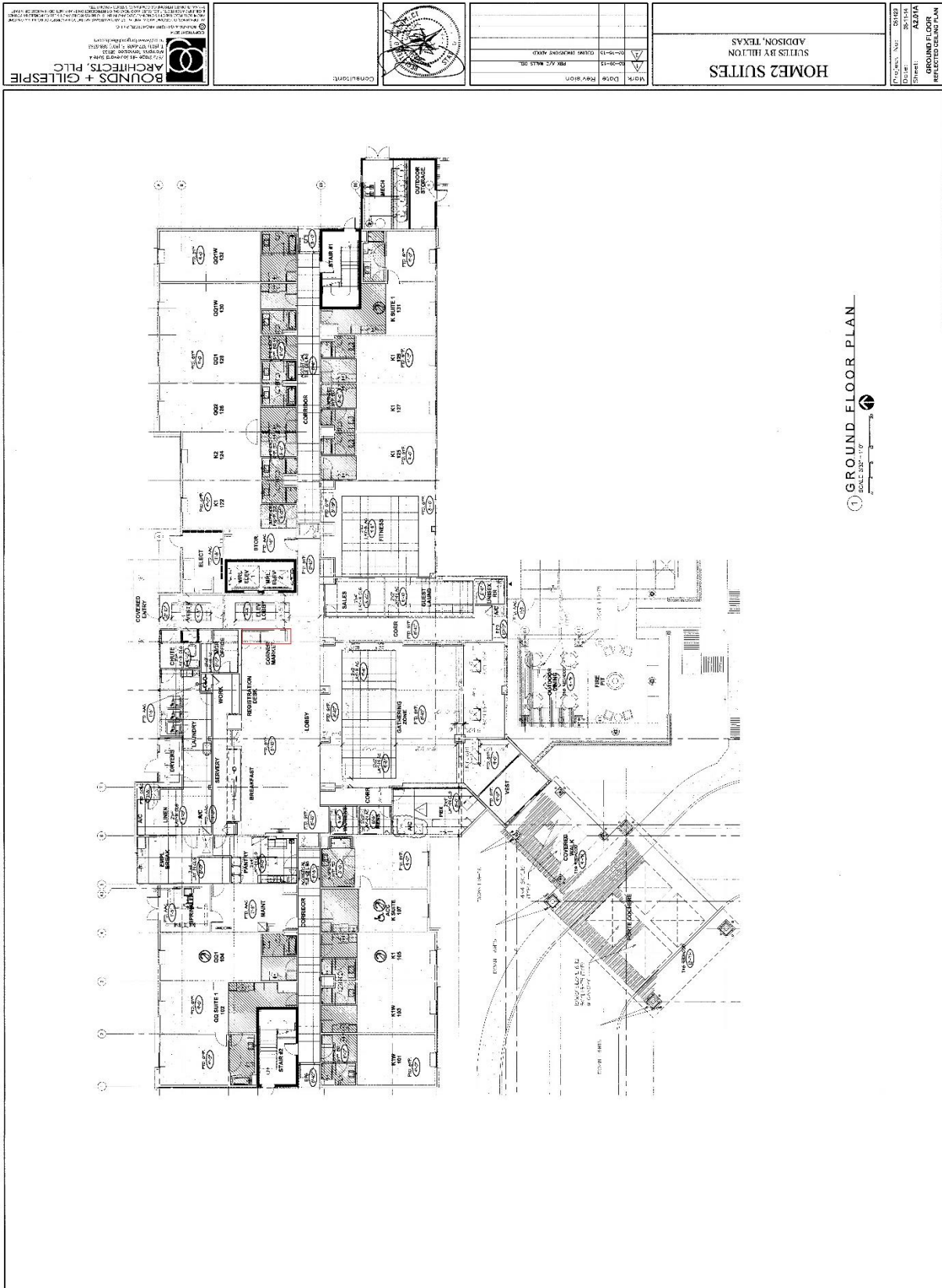
APPROVED AS TO FORM:

\_\_\_\_\_  
Brenda N. McDonald, City Attorney

PUBLISHED ON: \_\_\_\_\_

Ordinance No. \_\_\_\_\_

**EXHIBIT A**



Ordinance No. \_\_\_\_\_

**Work Session and Regular Meeting**

Meeting Date: 10/11/2016

Department: Infrastructure- Development Services

**AGENDA CAPTION:**

Hold A Public Hearing, Discuss, And Consider Approval Of An **Ordinance Amending Planned Development District O14-056 That Zoned Property Generally Located At 14675 Dallas Parkway, Located South Of Quorum Drive On The Tollway, In Order To Add The Sale of Alcoholic Beverages For On-Premises Consumption Only As A Use That May Be Authorized Upon The Issuance Of A Special Use Permit; And By Approving A Special Use Permit For The Sale Of Alcoholic Beverages For On-Premises Consumption Only.** Case 1748-Z/Tollway Center Cafe.

**BACKGROUND:**

The Addison Planning and Zoning Commission, meeting in regular session on September 20, 2016, voted to recommend approval of an ordinance amending Planned Development District O14-056, by adding the sale of alcoholic beverages for on-premises consumption only as a use that may be authorized upon the issuance of a Special Use Permit; and by approving a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only for the property located at 14675 Dallas Parkway, subject to the following condition:

- The applicant shall not use any terms or graphic depictions relating to alcoholic beverages in exterior signage.

Voting Aye: Ennis, Griggs, Morgan, Robbins, Robinson, Schaeffer

Voting Nay: none

Absent: Smith

SPEAKERS AT THE PUBLIC HEARING: none

Please refer to the attached staff report for additional information on the case.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**1748-Z Staff Report1748-Z PlansOrdinance

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# 1748-Z

**PUBLIC HEARING** Case 1748-Z/Tollway Center Cafe. Public hearing, discussion, and take action on a recommendation regarding an ordinance amending Planned Development District O14-056 that zoned the property generally located at 14675 Dallas Parkway, in order to add the sale of alcoholic beverages for on-premises consumption only as a use that may be authorized upon the issuance of a Special Use Permit; and by approving a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only.

## LOCATION MAP





September 16, 2016

**STAFF REPORT**

RE: Case 1748-Z/Tollway Center Café

LOCATION: 14675 Dallas Parkway

REQUEST: Approval to amend the current Planned Development District in order to add the sale of alcoholic beverages for on-premises consumption only as a use that may be authorized upon the issuance of a Special Use Permit and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only for the café.

APPLICANT: Cawley Partners, represented by Kim Sutton

**DISCUSSION:**

Background: In 2014, the Town of Addison approved a Planned Development to accommodate the construction of the Tollway Center office building. The building was completed earlier this year, and as part of the amenity offerings, the building was allowed to have a small café. This is known as the Tollway Center Café.

Current Request: The owner of the building is requesting permission to sell alcoholic beverages for on-premises consumption only within the café. This requires the issuance of a Special Use Permit. This SUP may only be granted within Planned Developments allowing for the issuance of such an SUP. To accommodate this request, the Planned Development must be amended in order to add, as an allowed use, the sale of alcoholic beverages for on-premises consumption only upon the issuance of a Special Use Permit. The property owner is asking that this change be made and that such a Special Use Permit be approved.

Proposed Plan: The Special Use Permit would be limited to the existing café, which is approximately 2,100 square feet with seating for 53.

Facades: There are no façade changes associated with this request.

Parking: The Planned Development requires a parking ratio of 1 space per 300 square feet. This standard has been met and will not change as a result of this request.

**RECOMMENDATION: APPROVAL WITH CONDITION**

Many office buildings are using food and beverages to attract tenants desiring a variety amenities. Allowing this request will increase the Tollway Center's ability to attract such tenants. Staff recommends approval subject to the following condition:

- The applicant shall not use any terms or graphic depictions that relate to alcoholic beverages in any exterior signage.



Case 1748-Z/Tollway Center Café  
September 20, 2016

**COMMISSION FINDINGS:**

The Addison Planning and Zoning Commission, meeting in regular session on September 20, 2016, voted to recommend approval of an ordinance amending Planned Development District O14-056, by adding the sale of alcoholic beverages for on-premises consumption only as a use that may be authorized upon the issuance of a Special Use Permit; and by approving a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only for the property located at 14675 Dallas Parkway, subject to the following condition:

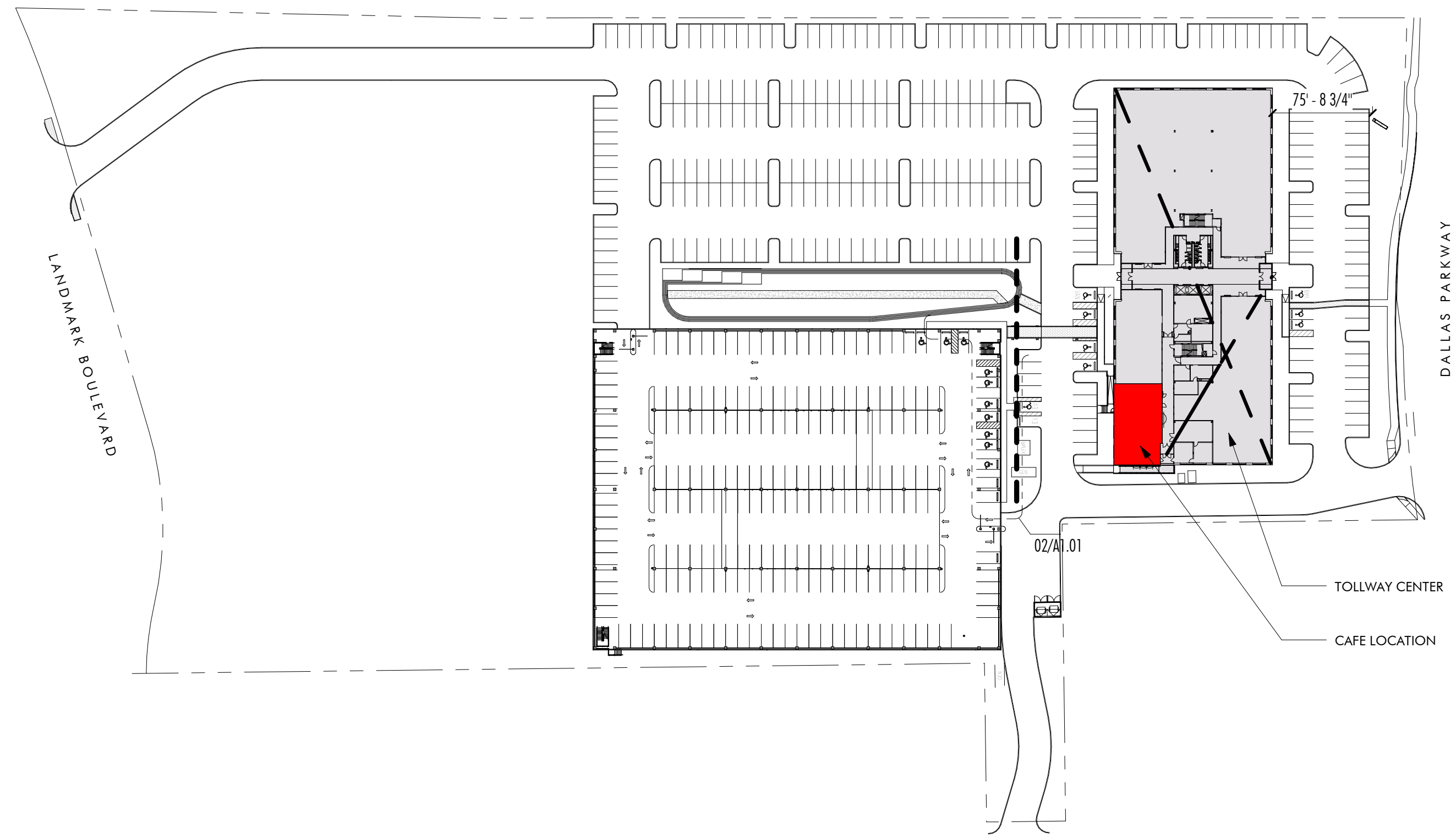
- The applicant shall not use any terms or graphic depictions relating to alcoholic beverages in exterior signage.

Voting Aye: Ennis, Griggs, Morgan, Robbins, Robinson, Schaeffer  
Voting Nay: none  
Absent: Smith

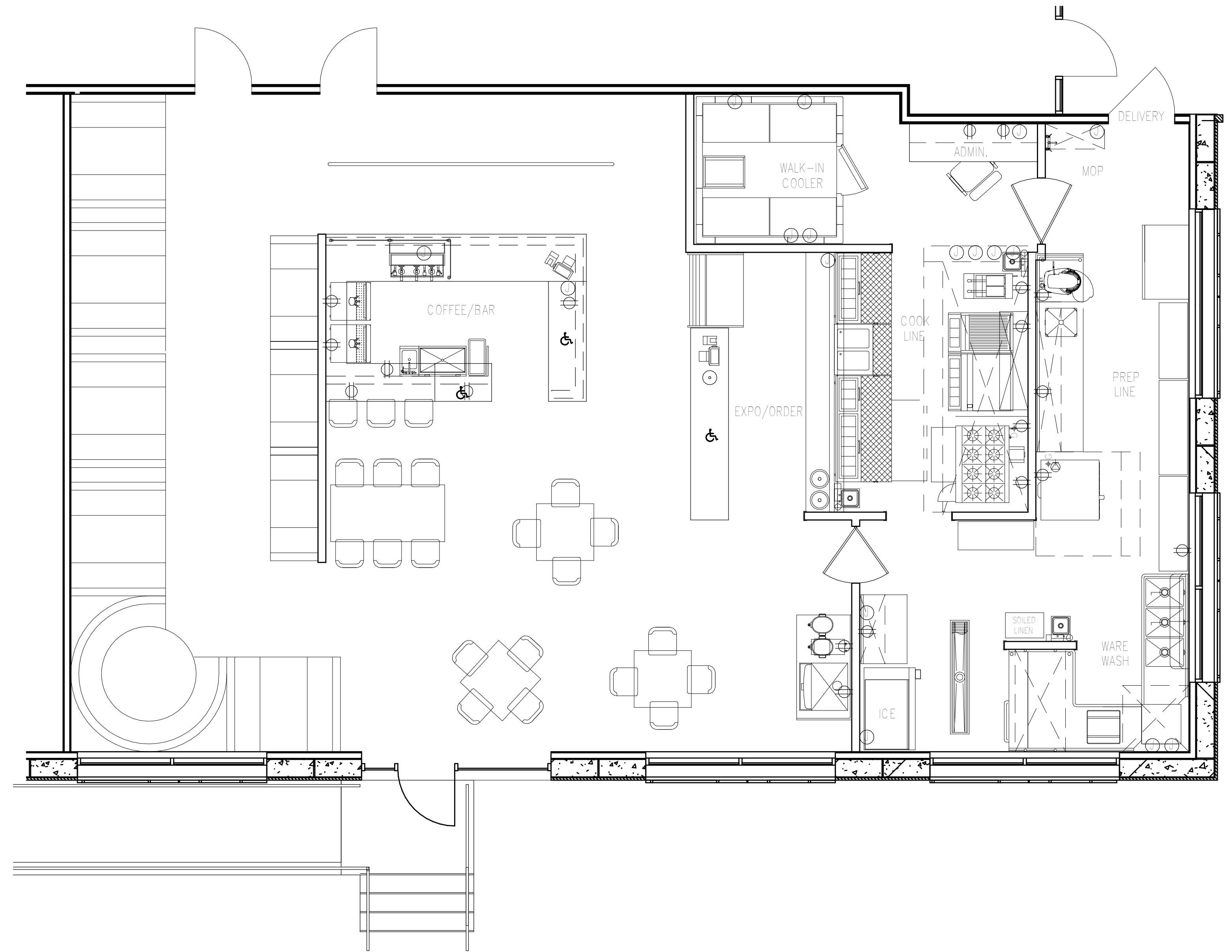
**SPEAKERS AT THE PUBLIC HEARING:**

For: none  
On: none  
Against: none





**02 SITE PLAN - CAFE**  
SCALE: 1" = 80'-0"



**01 PLAN - CAFE**  
SCALE: 1/4" = 1'-0"

# CAWLEY TOLLWAY - CAFE



Donald R. Powell, Jr.  
Reg. No.: 7206  
Chris W. Barnes  
Reg. No.: 10147  
John E. Orfield  
Reg. No.: 11164  
Andrew Bennett  
Reg. No.: 18129

**CAFE**  
09.12.2016  
Project No.:  
14067.100

**TOWN OF ADDISON, TEXAS**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE BY AMENDING ORDINANCE O14-056 THAT ZONES AS PD – PLANNED DEVELOPMENT DISTRICT THE PROPERTY GENERALLY LOCATED AT 14675 DALLAS PARKWAY, BY AMENDING EXHIBIT B (PLANNED DEVELOPMENT REGULATIONS) TO PROVIDE AN ADDITIONAL USE AND BY GRANTING A SPECIAL USE PERMIT FOR THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISES CONSUMPTION ONLY, ON APPLICATION FROM CAWLEY PARTNERS; PROVIDING A PENALTY NOT TO EXCEED TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; SAVINGS, NO SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the property located at 14675 Dallas Parkway is zoned PD, Planned Development District, through Ordinance O14-056; and

**WHEREAS**, after due deliberations and consideration of the recommendation of the Planning and Zoning Commission, the information received at a public hearing, and other relevant information and materials, the City Council of the Town of Addison, Texas finds that this ordinance promotes the general welfare and safety of this community.

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

**Section 1.** That the recitals and findings set forth above are hereby found to be true and correct and incorporated as if fully set forth herein.

**Section 2.** Exhibit B to Ordinance No. O14-056 is hereby amended as follows:

**1.04 Development Regulations:**

A. The Property shall be developed for Office uses as defined in the Zoning Ordinance, as amended, with the following support uses:

- i. Rooftop conference center and terrace
- ii. Fitness center
- iii. Café
- iii. The sale of alcoholic beverages for on-premises consumption only upon the issuance of a Special Use Permit

**Section 3.** That a Special Use Permit authorizing the sale of alcoholic beverages for on-premises consumption only, on the property located at 14675 Dallas Parkway, is hereby granted subject to the following conditions:

- (a) Prior to the issuance of a Certificate of Occupancy, the café shall be improved in accordance with the site plan and floor plan attached hereto as **Exhibit A** and made a part hereof for all purposes.
- (b) The Special Use Permit granted herein for the sale of alcoholic beverages for on-premises consumption only shall be limited to the café as designated on the final site plan as encompassing a total area not to exceed 2,100 square feet.
- (c) No signs advertising sale of alcoholic beverages shall be permitted other than those authorized under the Liquor Control Act of the State of Texas, and any sign ordinance of the Town of Addison, Texas.
- (d) The sale of alcoholic beverages under this Special Use Permit shall be permitted with the cafe. Cafes are hereby defined as establishments which receive at least sixty percent (60%) of their gross revenues from the sale of food and non-alcoholic beverages.
- (e) Said establishment shall make available to the city or its agents, during reasonable hours its bookkeeping records for inspection, if required, by the city to insure that the conditions of subparagraph (d) above are being met.
- (f) Any use of property considered as a nonconforming use under the Comprehensive Zoning Ordinance of the Town of Addison shall not be permitted to receive a license or permit for the sale of alcoholic beverages.
- (g) If the property for which these Special Use Permits are granted is not used for the purposes for which said permits were granted within one (1) year after the adoption of this ordinance, the City Council may authorize hearings to be held for the purpose of considering a change of zoning and repeal of the Special Use Permits granted herein.
- (h) If a license or permit to sell alcoholic beverages on property covered by this Special Use Permit is revoked, terminated or cancelled by proper authorities, the City Council may authorize hearings to be held for the purpose of considering a change of zoning to repeal the Special Use Permits granted herein.
- (i) The establishment shall not use the term “bar”, “tavern”, or any other terms or graphic depictions that relate to the sale of alcoholic beverages on any signs visible from the exterior of the premises.

**Section 4.** That any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the city, as heretofore amended, and upon conviction shall be punished by a fine set

in accordance with Chapter 1, General Provisions, Section 1.10, General penalty for violations of Code; continuing violations, of the Code of Ordinances for the Town of Addison.

**Section 5.** That it is the intention of the City Council that this ordinance be considered in its entirety, as one ordinance, and should any portion of this ordinance be held to be void or unconstitutional, then said ordinance shall be void in its entirety, and the City Council would not have adopted said ordinance if any part or portion of said ordinance should be held to be unconstitutional or void.

**Section 6.** That all ordinances of the City in conflict with the provisions of this ordinance be, and the same are hereby repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

**Section 7.** That this Ordinance shall become effective from and after its passage and approval and after publication as may be required by law or by the City Charter or ordinance.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, on this the 11th day of October, 2016.**

\_\_\_\_\_  
Todd Meier, Mayor

ATTEST:

\_\_\_\_\_  
Laura Bell, City Secretary

CASE NO: 1748-Z/Tollway Center Café

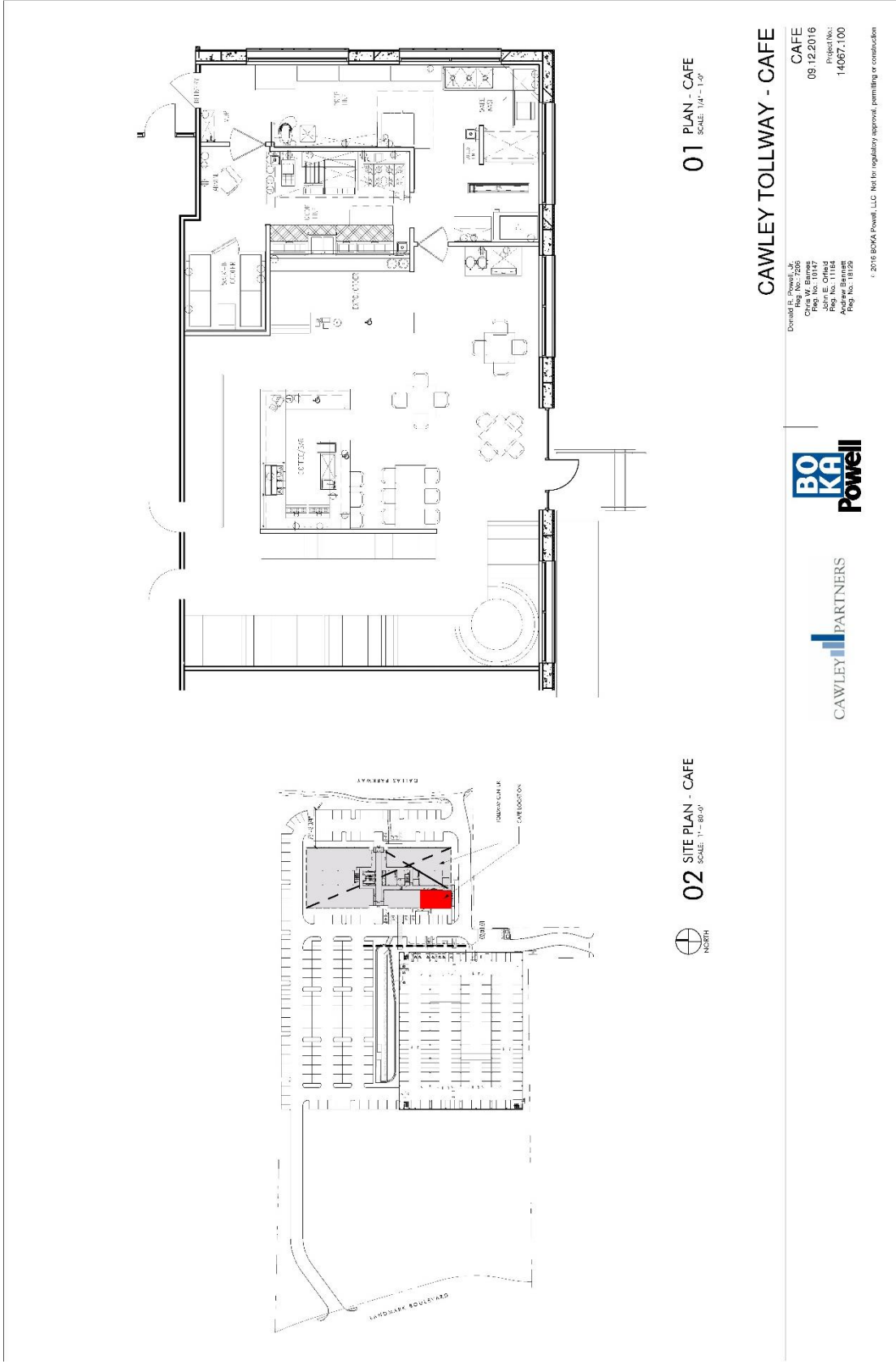
APPROVED AS TO FORM:

\_\_\_\_\_  
Brenda N. McDonald, City Attorney

PUBLISHED ON: \_\_\_\_\_

Ordinance No. \_\_\_\_\_

**EXHIBIT A**



**02 SITE PLAN - CAFE**  
SCALE: 1" = 80'0"

**01 PLAN - CAFE**  
SCALE: 1/4" = 1'-0"

**CAWLEY TOLLWAY - CAFE**

Donald E. Powell, Jr.  
Reg. No. 7206  
Chris W. Birney  
Reg. No. 11184  
John E. Orfield  
Reg. No. 18129



**CAWLEY PARTNERS**

**CAFE**  
08.12.2016  
Project No.  
14087.100

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**Work Session and Regular Meeting**

**Meeting Date:** 10/11/2016

**Department:** Infrastructure- Development Services

---

**AGENDA CAPTION:**

Hold A Public Hearing, Discuss And Consider Approval Of An Ordinance That Rezones Approximately 39.4 Acres Of Property Located At 17001 Addison Road, Located Near The Corner Of Addison Road And Sojourn Drive, Which Is Currently Zoned R-1, Residential-1, With A Special Use Permit For A Private School And Approximately 1.74 Acres Of Property Located At 4350 Sojourn Drive, Which Is Currently Zoned PD, Planned Development, In Order To Create A New Planned Development District Allowing A Private School and Approving A Concept Plan and Development Standards, On Application From Trinity Christian Academy. Case 1738/Z/Trinity Christian Academy.

**BACKGROUND:**

The Addison Planning and Zoning Commission, meeting in regular session on May 17 2016, voted to recommend approval of an ordinance changing the zoning on property located at 17001 Addison Road, which is currently zoned R-1, Residential,-1 with a special use permit for a private school, and property located at 4350 Sojourn Drive, which is currently zoned PD, Planned Development, in order to create a new Planned Development District allowing a private school and approving a concept plan and development standards, subject to the following condition:

- The applicant shall provide a traffic management plan to the Town for review and approval by the Zoning Administrator and shall abide by the provisions of the traffic management plan.

Voting Aye: Ennis, Griggs, Morgan, Robbins, Robinson, Schaeffer

Voting Nay: none

Absent: Smith

**SPEAKERS AT THE PUBLIC HEARING:**

For: none

On: none

Against: Jim Halter, 17055 Windward Lane

**CASE UPDATE:**

When presented to the Planning and Zoning Commission, the proposed Planned Development regulations called for a strict parking requirement that would apply to the school, athletic fields and theater separately. The standards also included a provision

allowing for the parking standards to be relaxed, if a parking study were conducted showing that the various uses on the campus could share parking without issue. The original thinking was that the parking study would be conducted at the time of development plan approval. However, the applicant requested that consideration of this case be delayed so that the parking study could be conducted now so that the actual parking standards be reflected in the ordinance.

Trinity Christian Academy hired Kimley-Horn and Associates to determine if the 1,024 parking spaces proposed would be sufficient to meet the parking needs of the campus. It was found that 1,024 parking spaces are enough to support the uses on campus. This study was reviewed by Town staff and determined to have a reasonable conclusion. Accordingly, staff is proposing to revise the ordinance in the following ways:

- Limiting enrollment to a maximum of 1,574 students.
- Requiring that the property at no time provide less than 932 parking spaces, which is the current number.
- Requiring that the parking garage be constructed and there be a minimum of 1,024 parking spaces available prior to the issuance of a building permit for the consolidated athletic center shown on the concept plan.
- Allowing that staff may approve a temporary parking plan to facilitate the construction process, which may include gravel lots.

While this changes the Planned Development regulations slightly from what was presented to the Planning and Zoning Commission, it achieves the same outcome and provides additional specificity in the ordinance itself.

Additional information regarding this item can be found in the attached staff report.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

1738-Z Staff Report

Site Plan

Ordinance

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# 1738-Z

**PUBLIC HEARING** Case 1738-Z/Trinity Christian Academy. Public hearing, discussion, and take action on a recommendation regarding an ordinance rezoning approximately 39.4 acres of property located at 17001 Addison Road, which is currently zoned R-1, Residential-1, with a special use permit for a private school and approximately 1.74 acres of property located at 4350 Sojourn Drive, which property is zoned PD, Planned Development, in order to create a new Planned Development District allowing a private school and approving a concept plan and development standards.

## LOCATION MAP







May 13, 2016

## STAFF REPORT

RE: Case 1738-Z/Trinity Christian Academy

LOCATION: 17001 Addison Road

REQUEST: Approval of an ordinance rezoning the property from R-1, Residential-1, with a special use permit for a private school to a new PD (Planned Development) for a private school.

APPLICANT: Trinity Christian Academy, represented by Mr. Bill Dahlstrom

## DISCUSSION:

Background: Trinity Christian Academy opened in Addison in 1976. At that time, the property was zoned Restindetial-1 and a special use permit for a private school was approved. Over the years, as TCA expanded or altered their campus plan, new special use permits have been approved to accommodate TCA's growth into what exists currently on the site today. More recently, TCA's growth required that they expand to a second parcel further west on Sojourn Drive for certain athletic facilities. Trinity Christian has recently completed a visioning process to revise their campus master plan. The primary focus of the campus master plan is to modernize facilities and improve the function of the campus. Very little growth above the current enrollment of approximately 1,500 students is contemplated. Any growth would be limited to a possible future Pre-K program of up to 80 students.

Proposed Conceptual Plan: The proposed conceptual plan features several important elements. First, the proposed plan calls for the creation of a distinct entry to the campus located on Sojourn Drive. Several of the existing buildings are shown to be removed and replaced with new buildings to house campus administration, the visual arts department, the chapel, middle school and dining hall. These new buildings surround the campus commons open space. This will serve as the primary gathering point for the campus and can host certain events such as commencement. The upper school, performing arts center and lower school are slated to remain with only minor modifications.

The plan calls for a new consolidated athletic center to move most of the athletic activities back to the campus from the parcel further west on Sojourn. The existing stadium will be expanded along the west side and become the home field side with a press box. Along with this, the speakers, which are currently on the east side of the stadium facing west, will be relocated and face east in the future. This will reduce the noise level directed towards the residential neighborhood immediately west of the campus. The property to the south of Sojourn is contemplated to become tennis courts.

The concept plan improves both parking and traffic circulation onto and within the campus. A new ring road is contemplated along the western edge of the consolidated athletic center and stadium. Additional parking is provided through the construction of a 3 level parking structure on the north side of the campus as well as with new surface parking lots along Addison Road and Sojourn. This pushes all parking to the perimeter of the campus allowing a pedestrian only environment within the campus and creates sufficient queuing areas for student pickup within the parking lots.

Proposed Uses: The new Planned Development will allow for a private school as well as accessory uses typical of school campuses including recreation space and facilities and surface and structured parking. Up to 8,000 square feet of portable school buildings are proposed to be permitted only in order to accommodate the construction contemplated in the proposed concept plan. All other use of portable school buildings will require a special use permit.

Development Standards: The following development standards would apply to buildings on the site:

*Building Setbacks.* Because of the campus setting and number of buildings, staff is proposing to create a permissible building zone in place of a traditional building setback requirement. The permissible building zone is shown on the concept plan. Buildings and other improvements can be located anywhere within this zone.

*Height.* The maximum building height is 3 stories and 60 feet as measured to the midpoint of the roof. Architectural features comprising of less than ten percent of the floor area may extend up an additional 15 feet.

*Lot Coverage.* The maximum lot coverage for structures on the site is proposed to be 70%

*Maximum Allowable Building Area.* The maximum allowable building areas, not including the parking structure, is proposed to be 585,000 square feet.

Parking: There is currently no parking requirement on the property. This PD proposes to establish the following parking standards.

- (1). School.
  - a. Lower School. (1.5 per lower school classroom) One and one-half spaces per every lower school classroom.
  - b. Middle School. (3.5 per middle school classroom) Three and one-half spaces per every middle school classroom.
  - c. Upper School. (9.5 per upper school classroom) Nine and one-half spaces per every upper school classroom.
- (2). Soccer fields, baseball fields, and stadiums. (1 per 4 seats) One space per every four seats.
- (3). Theaters, auditoriums, gymnasiums and field houses. (1 per 3 seats) One space per every three seats.

Addison did not previously have a requirement for parking at schools. The proposed standards are pulled from the City of Dallas' parking requirements. The other two standards are consistent with Addison's requirements for the listed uses. Additionally, staff is proposing a shared parking provision to permit the sharing of parking among the various uses on the campus, if a parking study can be provided to show that the parking can be shared without negatively impacts. This would be reviewed by the Town's zoning administrator and could result in fewer parking spaces than required by the ordinance.

There are currently 842 spaces provided on the site. The concept plan proposes a total of 1024. Specific parking requirements will be assessed when development plan approval is requested, but the proposed amount should be more than adequate to meet the requirements.

The Planned Development standards will require that any parking structure be constructed in accordance with Addison's standard provision that ramps not be expressed on the façade of the structure and that steel structures and steel guard cables on the facades are prohibited.

Exterior Appearance: The façade of all structures on the site will be regulated by the Planned Development district text. Buildings will be constructed of 80 percent masonry which can include brick, stone, stucco, glass and split face concrete masonry units. A maximum of three materials will be permitted per building.

Landscaping: The landscaping must comply with the Town's landscaping regulations, including the 20% site landscaping coverage, perimeter screening and interior plantings.

Screening of Mechanical Equipment and Service Areas: For this Planned Development, mechanical equipment shall be screened from view of all public areas. Loading, service and trash storage areas will also need to be screened from public areas.

Lighting and Speaker Requirements: The Planned Development language would require that as the west side of the stadium is improved that the speakers be relocated accordingly and face east. Any change in the current lighting would need to be approved by the zoning administrator. Lighting for the tennis courts on the south side of Sojourn would be limited to 60 feet in height and be directed and shielded to shine only onto the courts. The tennis court lights would also be required to be turned off no later than 10pm and not operate on Sundays.

Traffic Impact Analysis: The applicant was required to study the impact that this development will have on the roadway network currently and in the long term (2030). As part of the analysis, a traffic management plan for managing the morning drop-off and afternoon pick-up operations was included. Kimley-Horn conducted the analysis which was reviewed by Town staff in conjunction with Cobb-Fendley. Because of the very minimal enrollment increase, it was found that the plan can be successfully incorporated into the surrounding roadway network. Given the additional on-site queuing capacity provided in the plan, traffic on Addison Road and Sojourn Drive will be improved since the Middle School operations currently backs up into the street.

The Traffic Impact Analysis did recommend that a police officer continue to be present to direct traffic on Addison Road during pick-up and drop-off times.

**RECOMMENDATION: APPROVAL WITH A CONDITION**

Trinity Christian Academy has been a valuable asset to the Town of Addison and in many ways as grown with the Town. The proposed campus master plan marks an important next step in the school's continued development. The proposed changes improve both the aesthetics and operations of the campus and will be an enhancement to both the property and the Town. This is a long term plan with no immediate timetable for construction. As funding allows, Trinity Christian Academy will come back for development plan approval for the construction of the specific elements of the concept plan in accordance with the standards approved for the Planned Development district. Staff recommends approval of the request with one condition.

- The applicant shall provide a traffic management plan to the Town for review and approval by the zoning administrator and shall abide by the provisions of the traffic management plan.

## Land Use Analysis

### Attributes of Success Matrix

Trinity Christian Academy (17001 Addison Road)

1736-Z

Attribute	Comment	Score
Competitive	Trinity Christian is a very successful and competitive private school in the north Dallas area. These improvements will enable them to continue to compete.	
Safe	Several of the improvements contemplated in the plan will improve the safety of the campus.	
Functional	The concept plan improves the functionality of the campus.	
Visually Appealing	The concept plan and PD standards will increase the visual appeal of the campus with additional landscaping and attractive new buildings.	
Supported with Amenities	Trinity Christian is a high quality private school campus with the amenities within the campus to support the school	
Environmentally Responsible	This is an infill redevelopment site and represents an environmentally responsible development pattern.	
Walkable	The campus will be walkable.	
<b>Overall Assessment</b>	<b>The proposal marks an important next step in the school's continued development. The proposed changes improve both the aesthetics and operations of the campus and will enhance the property and this area Town.</b>	





Case 1738-Z/Trinity Christian Academy  
May 17, 2016

**COMMISSION FINDINGS:**

The Addison Planning and Zoning Commission, meeting in regular session on May 17 2016, voted to recommend approval of ordinance changing the zoning on property located at 17001 Addison Road, which is currently zoned R-1, Residential,-1 with a special use permit for a private school, and property located at 4350 Sojourn Drive, which is currently zoned PD, Planned Development, in order to create a new Planned Development District allowing a private school and approving a concept plan and development standards, subject to the following condition:

- The applicant shall provide a traffic management plan to the Town for review and approval by the Zoning Administrator and shall abide by the provisions of the traffic management plan.

Voting Aye: Ennis, Griggs, Morgan, Robbins, Robinson, Schaeffer  
Voting Nay: none  
Absent: Smith

**SPEAKERS AT THE PUBLIC HEARING:**

For: none  
On: none  
Against: Jim Halter, 17055 Windward Lane

**Charles Goff**

---

**From:** Bob Percival <[REDACTED]>  
**Sent:** Monday, April 11, 2016 3:49 PM  
**To:** Charles Goff  
**Cc:** ddelph[REDACTED]; Gary McIntyre; Laura Simmons; Shannon Crouch (public); shea  
tergerson  
**Subject:** TCA Master Plan

Mr. Goff,

On behalf of the Addison Place Homeowners Association Board of Directors, I wish to express our full support of Trinity Christian Academy's master plan for redevelopment, which includes the redirection of the public audio system and the location of the road from Sojourn into Trinity Christian property adjacent to the Tom Landry football stadium.

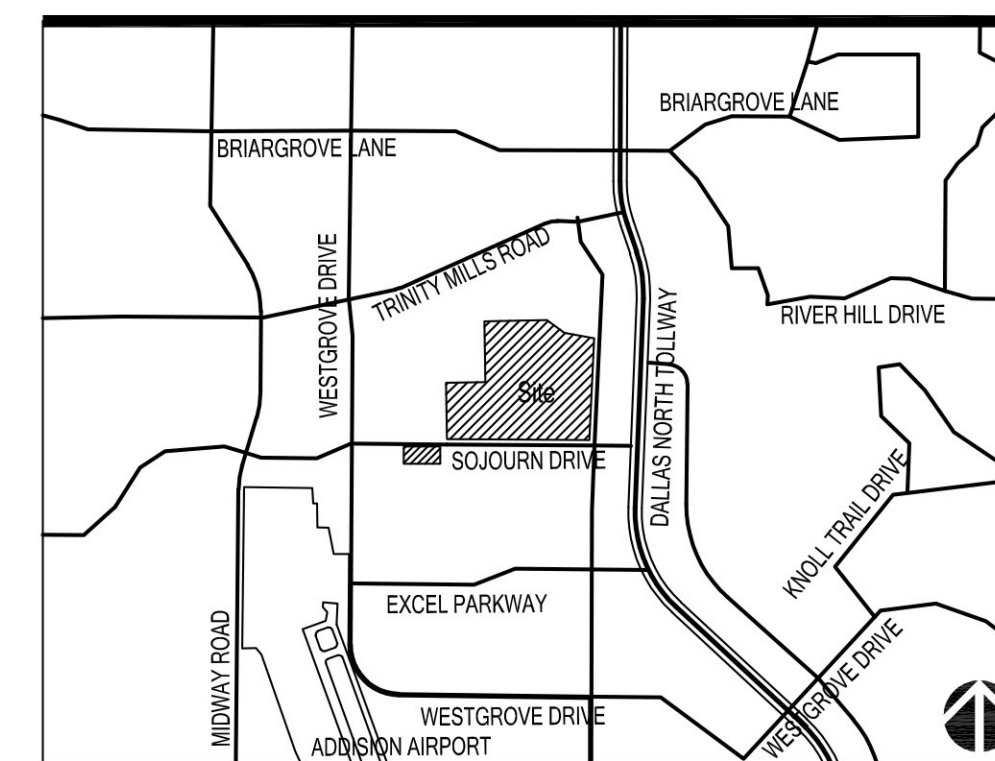
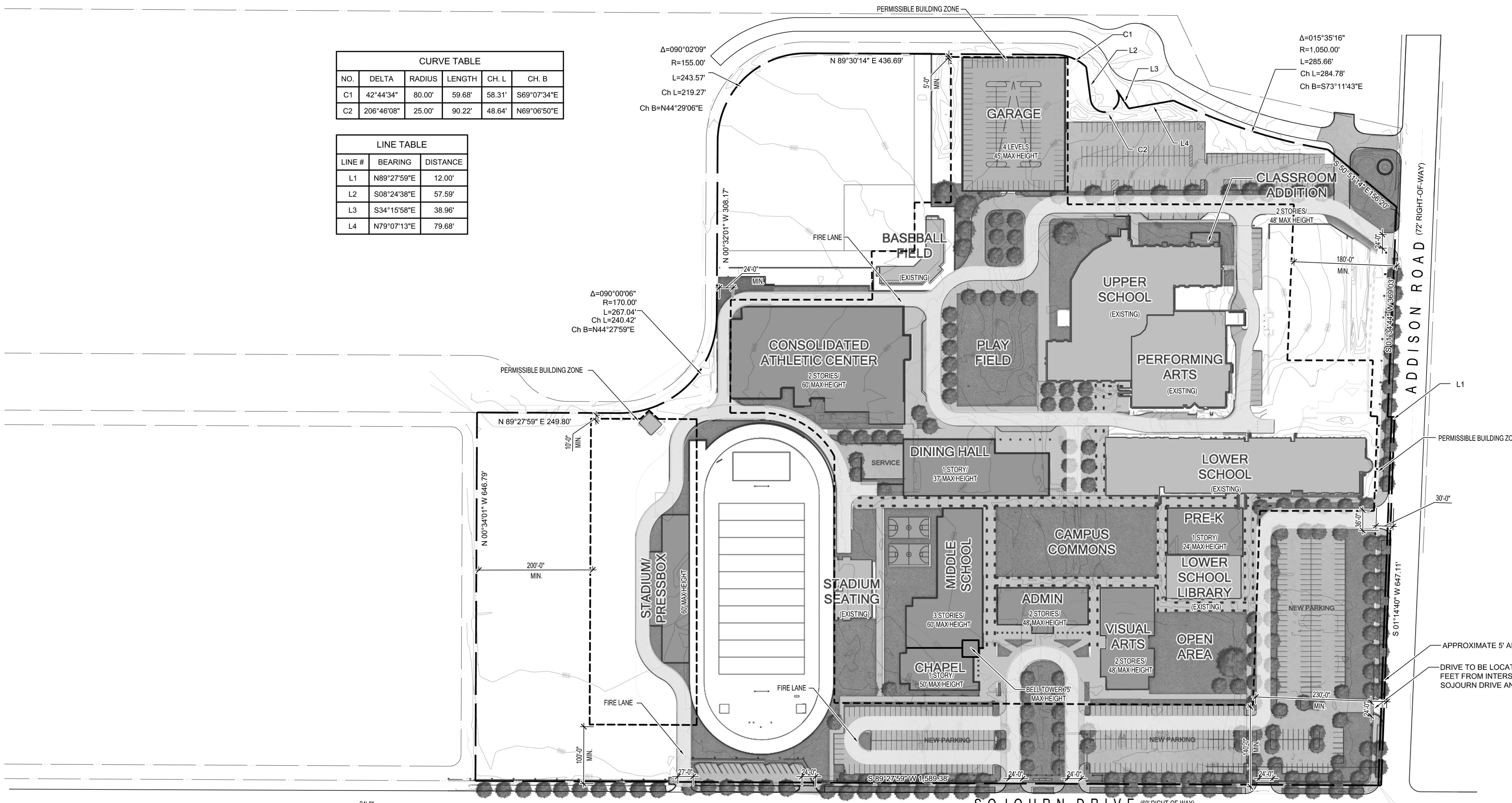
Bob Percival

President

Addison Place Homeowners Association

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CH. L	CH. B
C1	42°44'34"	80.00'	59.68'	58.31'	S69°07'34"E
C2	206°46'08"	25.00'	90.22'	48.64'	N69°06'50"E

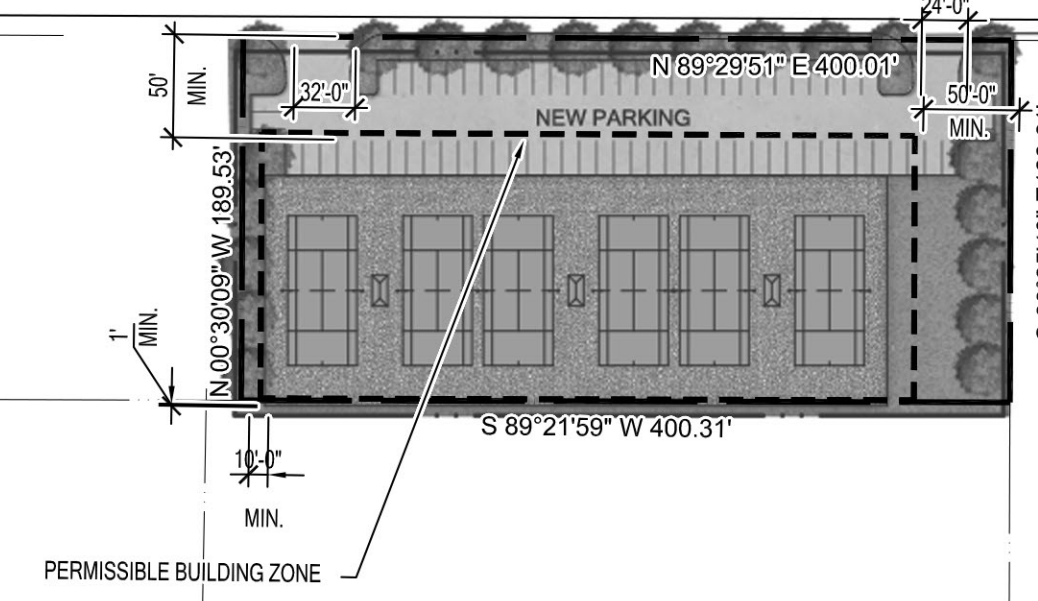
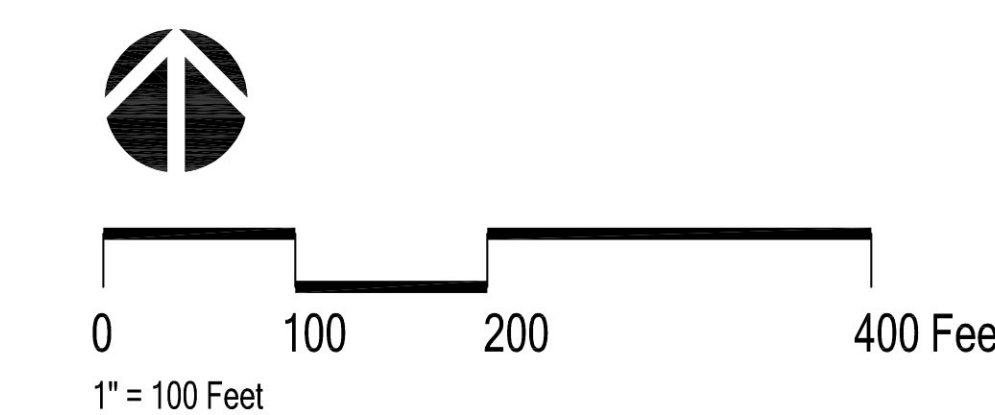
LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N89°27'59"E	12.00'
L2	S08°24'38"E	57.59'
L3	S34°15'58"E	38.96'
L4	N79°07'13"E	79.68'



Vicinity Map Not to Scale

Maximum Allowable Building Area:  
585,000 SF

INDIVIDUAL BUILDINGS ARE FOR  
ILLUSTRATIVE PURPOSES ONLY



Owner:  
Trojan Real Properties  
Contact: David Delph  
17001 Addison Road  
Addison, Texas 75001  
Main: 972.931.8325  
ddelph@trinitychristian.com

Job #: 13287  
File Name: 2016-09-22-Conceptual Plan.dwg  
Date: 09/22/2016  
Drawn by: Brian E. Moore, Ryan Wilson

**CONCEPT PLAN (REVISED)**  
\*THE PURPOSE OF THIS REVISION IS TO INDICATE FUTURE BUILDINGS TO BE CONSTRUCTED  
**TRINITY CHRISTIAN ACADEMY  
 PLANNED DEVELOPMENT**  
**TOWN PROJECT NUMBER:** \_\_\_\_\_

Address: 17001 Addison Road  
 Addison, Texas  
 41.06 Acres 1,788,573.6 sf

**gff** ARCHITECTS  
 INTERIORS  
 LANDSCAPE  
 PLANNING

2808 Fairmount Street  
 Suite 300  
 Dallas, Texas 75201  
 214.303.1500/Tel  
 214.303.1512/Fax  
 www.gff.com



**TOWN OF ADDISON, TEXAS**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, CREATING PLANNED DEVELOPMENT DISTRICT \_\_\_\_\_ FOR A PRIVATE SCHOOL WITH MODIFIED DEVELOPMENT STANDARDS ON APPROXIMATELY 41.13 ACRES OF PROPERTY LOCATED AT 17001 ADDISON ROAD; PROVIDING A PENALTY NOT TO EXCEED TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) FOR EACH DAY A VIOLATION CONTINUES; AND PROVIDING FOR SAVINGS, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, at a meeting held on May 17, 2016, the Planning and Zoning Commission considered and made a recommendation on a request for a Planned Development District (Case No. 1738-Z); and

**WHEREAS**, this change of zoning is in accordance with the adopted Comprehensive Plan of the Town of Addison, as amended; and

**WHEREAS**, after due deliberations and consideration of the recommendations of the Planning and Zoning Commission, the information received at a public hearing; and other relevant information and materials, the City Council of the Town of Addison, Texas finds that this amendment promotes the general welfare and safety of this community.

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

**Section 1.** The recitals and findings set forth above are hereby found to be true and correct and incorporated as if fully set forth herein.

**Section 2.** Planned Development District \_\_\_\_\_ is hereby established for the 41.13 acres of property located at 17001 Addison Road and more specifically described in **Exhibit A** attached hereto and incorporated herein (the "Property"), to allow a private school and master plan for the Trinity Christian Academy campus developed in accordance with the Development Standards contained in **Exhibit B** an attached hereto and incorporated herein and in accordance with the following conditions:

1. The applicant shall provide a traffic management plan for the Town for review and approval by the Zoning Administrator and shall abide by the provisions of the traffic management plan.

**Section 3.** Development and use of the Property must substantially comply with the Concept Plan shown in **Exhibit C** attached hereto and incorporated herein.

**Section 4.** Development of the Property for a private school may be undertaken in phases. For the purposes of this ordinance, structures, uses, and accessory uses existing on the effective date of this Ordinance which are not in compliance with the concept plan or these

development standards are considered conforming and may remain until the development of their respective phases. The existing structures are shown in the Existing Site Plan contained in **Exhibit D** attached hereto and incorporated herein. Existing portable school buildings shall be allowed by right and shall be removed within 60 days of the issuance of a Certificate of Occupancy for the relevant phase. Failure to remove an existing portable school building as required herein shall be considered a violation of this Ordinance and the owner shall be subject to the penalty prescribed in Section 8.

**Section 5.** Prior to and as a condition of the issuance of a building or any other permit for (i) any development. or (ii) the construction, erection, alteration, extension, placement or locating of any building, structure, infrastructure element, or improvement whatsoever, within the Property or any portion thereof, a development plan for the same must be approved by the Planning and Zoning Commission and by the City Council in accordance with Article XV, Section 5 of the Zoning Ordinance, as amended. A development plan (whether submitted for the entire Property or for a portion thereof) must comply with the Concept Plan, the standards, terms and conditions of this Ordinance, the Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, codes and standards of the City and any other governmental entity or agency having jurisdiction over the Property or applicable portion thereof. Development, occupancy, and use of the Property or portion thereof which is covered by or the subject of a development plan must comply in all respects with the development plan. Upon approval of a development plan by the City Council, the same shall be incorporated into and made a part of this Ordinance for all purposes.

**Section 6.** The creation of Planned Development District \_\_\_\_\_ has been made in accordance with the comprehensive plan of the City for the purpose of promoting the health, safety and welfare of the community, and with consideration of the reasonable suitability for the particular use and with a view of conserving the value of the buildings and encouraging the most appropriate use of land within the community.

**Section 7.** That the provisions of the Town of Addison Code of Ordinances, as amended, shall remain in full force and effect save and except as amended by this ordinance.

**Section 8.** That any person, firm, corporation, or other business entity violating any of the provisions or terms of this Ordinance shall, in accordance with Article XXVIII (Penalty for Violation) of the Zoning Ordinance, be fined, upon conviction, in an amount of not more than Two Thousand and No/100 Dollars (\$2,000.00), and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.

**Section 9.** The provisions of this Ordinance are severable, and should any section, subsection, paragraph, sentence, phrase or word of this Ordinance, or application thereof to any person, firm, corporation or other business entity or any circumstance, be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of the remaining or other parts or portions of this Ordinance, and the City Council hereby declares that it would have passed such remaining parts or portions of this Ordinance despite such unconstitutionality, illegality, or invalidity, which remaining portions shall remain in full force and effect.

**Section 10.** That all ordinances of the City in conflict with the provisions of this Ordinance be, and the same are hereby repealed, and all other ordinances of the City not in conflict with the provisions of this Ordinance shall remain in full force and effect.

**Section 11.** This Ordinance shall become effective from and after its passage and approval and after publication as may be required by law or by the City Charter or ordinance

**PASSED AND APPROVED** BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, on this the 11<sup>th</sup> day of October, 2016.

\_\_\_\_\_  
Todd Meier, Mayor

ATTEST:

\_\_\_\_\_  
Laura Bell, City Secretary

CASE NO: 1738-Z/Trinity Christian Academy

APPROVED AS TO FORM:

\_\_\_\_\_  
Brenda N. McDonald, City Attorney

PUBLISHED ON: \_\_\_\_\_

**EXHIBIT A: PROPERTY DESCRIPTION**

**NORTH - PROPERTY DESCRIPTION**

**STATE OF TEXAS           §**  
**COUNTY OF DALLAS       §**

BEING a tract of land situated in the L. NOBELS SURVEY, ABSTRACT NO. 1098 and the E. SHEPPARD SURVEY, ABSTRACT NO. 1361, City of Addison, Dallas County, Texas and being all of the same tracts of land described in deed to Trojan Real Properties, Inc., recorded in Instrument No. 20070460310, Official Public Records, Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with plastic cap stamped "huit zollar" found for corner, said iron rod being the northeast corner of Lot 1, Block A, Trinity Christian Academy and being situated in the westerly right-of-way line of Addison Road (72' right-of-way, at this point);

THENCE South 01 deg 34 min 44 sec West, along the westerly right-of-way line of said Addison Road, a distance of 369.03 feet to a 1/2 inch iron rod found for corner;

THENCE North 89 deg 27 min 59 sec East, continuing along said westerly right-of-way line, a distance of 12.00 feet to a 1/2 inch iron rod found for corner;

THENCE South 01 deg 14 min 40 sec West, continuing along the westerly right-of-way line of said Addison Road, a distance of 647.11 feet to a MAG nail with shiner set for corner at the intersection of the westerly right-of-way line of said Addison Road and the northerly right-of-way line of Sojourn Road (60' right-of-way);

THENCE South 89 deg 27 min 59 sec West, departing the westerly right-of-way line of said Addison Road and along the northerly right-of-way line of said Sojourn Road, a distance of 1,589.38 feet to a point for corner from which a 1/2 inch iron rod found bears North 30 deg 10 min 22 sec West, a distance of 0.61 feet, said point being the southeast corner of Addison Place Addition, an addition to the Town of Addison, Dallas County, Texas according to the plat thereof recorded in Volume 82038, Page 1386, Deed Records, Dallas County, Texas;

THENCE North 00 deg 34 min 01 sec West, departing the northerly right-of-way line of said Sojourn Road and along the east line of said Addition Place Addition, a distance of 646.79 feet to a 1/2 inch iron rod with red plastic cap stamped "W.A.I." set for corner, said iron rod being situated in the southerly line of Lot 2, The Dominion Addition, an addition to the Town of Addison, Dallas County, Texas according to the plat thereof recorded in Volume 95102, Page 2238, Deed Records, Dallas County, Texas;

THENCE along the southerly and easterly line of said Lot 2 the following:

North 89 deg 27 min 59 sec East, a distance of 249.80 feet to an "X" cut in concrete set for corner and the beginning of a curve to the left having a radius of 170.00 feet, a central angle of 90 deg 00 min 06 sec, a chord bearing of North 44 deg 27 min 59 sec East and a chord length of 240.42 feet;

Along said curve to the left, an arc distance of 267.04 feet to a 1/2 inch iron rod with red plastic cap stamped "W.A.I." set for corner;

North 00 deg 32 min 01 sec West, a distance of 308.17 feet to a 1/2 inch iron rod with red plastic cap stamped "W.A.I." set for corner and the beginning of a curve to the right having a radius of 155.00 feet, a central angle of 90 deg 02 min 09 sec, a chord bearing of North 44 deg 29 min 06 sec East and a chord length of 219.27 feet;

Along said curve to the right, an arc distance of 243.57 feet to a 1/2 inch iron rod with plastic cap stamped "huit zollar" found for corner;

North 89 deg 30 min 14 sec East, a distance of 436.69 feet to a 1/2 inch iron rod found for corner and the beginning of a non-tangent curve to the right having a radius of 80.00 feet, a central angle of 42 deg 44 min 34 sec, a chord bearing of South 69 deg 07 min 34 sec East and a chord length of 58.31 feet;

Along said non-tangent curve to the right, an arc distance of 59.68 feet to a 1/2 inch iron rod with plastic cap stamped "huit zollar" found for corner;

South 08 deg 24 min 38 sec East, a distance of 57.59 feet to a 1/2 inch iron rod found for corner and the beginning of a curve to the left having a radius of 25.00 feet, a central angle of 206 deg 46 min 08 sec, a chord bearing of North 69 deg 06 min 50 sec East and a chord length of 48.64 feet;

Along said curve to the left, an arc distance of 90.22 feet to a 1/2 inch iron rod with plastic cap stamped "huit zollar" found for corner, said iron rod being situated in the westerly line of Lot 1 of said The Dominion Addition;

THENCE along the westerly and southerly lines of said Lot 1, the following:

South 34 deg 15 min 58 sec East, a distance of 38.96 feet to a 1/2 inch iron rod with plastic cap stamped "huit zollar" found for corner;

North 79 deg 07 min 13 sec East, a distance of 79.68 feet to a 1/2 inch iron rod with plastic cap stamped "huit zollar" found for corner and the beginning of a non-tangent curve to the left having a radius of 1,050.00 feet, a central angle of 15 deg 35 min 16 sec, a chord bearing of South 73 deg 11 min 43 sec East and a chord length of 284.78 feet;

Along said non-tangent curve to the left, an arc distance of 285.66 feet to a 1/2 inch iron rod with plastic cap stamped "huit zollar" found for corner;

South 50 deg 51 min 14 sec East, a distance of 156.20 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 39.326 acres or 1,713,019 square feet of land, more or less.

Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 15th day of April, 2015, utilizing a G.P.S. measurement (NAD 83, grid) of South 01 deg 34 min 44 sec West (Plat - South 02 deg 22 min 55 sec West), along the west right-of-way line of Addison Road, recorded in Document No. 200600311786, O.P.R.D.C.T.

**SOUTH - PROPERTY DESCRIPTION**

**STATE OF TEXAS           §**  
**COUNTY OF DALLAS       §**

BEING a tract of land situated in the LEVI NOBLES SURVEY, ABSTRACT NO. 1098, City of Addison, Dallas County, Texas and being all of Lot 1, Block A, Dallas Gymnastics Center, an addition to the City of Addison, Dallas County, Texas according to the plat thereof recorded in Volume 98073, Page 0025, Deed Records, Dallas County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the northeast corner of said Lot 1, Block A, said iron rod also being situated in the south right-of-way line of Sojourn Drive;

THENCE South 00 deg 35 min 40 sec East, departing said south right-of-way line and along the east line of said Lot 1, Block A, a distance of 188.61 feet to a 1/2 inch iron rod with red plastic cap stamped "W.A.I." set for corner;

THENCE South 89 deg 21 min 59 sec West, departing the east line and along the south line of said Lot 1, Block A, a distance of 400.31 feet to a point for corner from which a 1/2 inch iron rod found bears South 58 deg 37 min 55 sec West, a distance of 0.37 feet;

THENCE North 00 deg 30 min 09 sec West, departing the south line and along the west line of said Lot 1, Block A, a distance of 189.53 feet to an "X" cut in concrete found for corner and being situated in the south right-of-way line of said Sojourn Drive, same being the north line of said Lot 1, Block A;

THENCE North 89 deg 29 min 51 sec East, along the north line of said Lot 1, Block A and the south right-of-way line of said Sojourn Drive, a distance of 400.01 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 1.737 acres or 75,657 square feet of land, more or less.

Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 21st day of April, 2016, utilizing a G.P.S. measurement (NAD 83, grid) of South 01 deg 34 min 44 sec West (Plat - South 02 deg 22 min 55 sec West), along the west right-of-way line of Addison Road, recorded in Document No. 200600311786, O.P.R.D.C.T.

Case No. 1738-Z/Trinity Christian Academy

Ordinance No. \_\_\_\_\_

## **EXHIBIT B: DEVELOPMENT STANDARDS**

### 1. Purpose.

The purpose of this Planned Development District (the "PD District," "Planned Development District," or "district") is to accommodate the development of a private school and master plan for the Trinity Christian Academy campus in phases. The Property will be developed in accordance with all of the standards, terms and conditions of this Ordinance (the "Ordinance"). These Planned Development conditions are incorporated into and made a part of the Ordinance for all purposes. Development, occupancy, and use of the Property and any portion thereof shall comply with development conditions set forth herein, with the Ordinance, with all applicable provisions of the Zoning Ordinance of the Town of Addison, Texas (the "City") (the same being Appendix A - Zoning of the Code of Ordinances of the City, and as it may be amended or superseded (the "Zoning Ordinance") and with all other applicable ordinances, laws, rules, regulations, standards, and codes of the City and any other governmental entity or agency having jurisdiction over the Property or applicable portion thereof.

### 2. Definitions, Interpretations.

- A. Unless otherwise stated, the definitions and interpretations in the Zoning Ordinance apply to this Ordinance and the development conditions set forth herein.

### 3. Phasing.

- A. Development of the Property for a private school may be undertaken in phases. For the purposes of this PD, structures, uses, and accessory uses existing on the effective date of this Ordinance (shown in **Exhibit D** – Existing Site Plan) which are not in compliance with the concept plan are considered conforming and may remain until the development of their respective phases.

### 4. Uses.

- A. Authorized Uses/ Prohibited Uses. Only those uses identified herein as permitted uses, special uses, or accessory uses are authorized uses (subject to the terms, conditions and provisions of this Ordinance) within the Property. All other uses are expressly prohibited.

#### B. Permitted Uses.

- (1). Private schools, including, but not limited to the "school facility" use as defined in Article XXX of the Zoning Ordinance. Maximum enrollment shall be 1,574 students.
- (2). Existing portable school buildings shall be allowed by right and shall be removed within 60 days of the issuance of a Certificate of Occupancy for the relevant phase; any other portable building shall be allowed only upon the issuance of a Special Use Permit.



C. Accessory Uses. The following are permitted as accessory uses within the Property:

- (1). Recreation space and facilities
- (2). Parking and parking structures
- (3). Other uses customarily incidental and subordinate to permitted uses and any special uses

5. Development Standards

- A. Development, occupancy, and use of the Property shall comply with the development standards set forth in the following Table A:

<b>Building Setbacks</b>	Building setbacks within the property are shown as the permissible building zone on the Concept Plan in Exhibit C.
<b>Maximum Building Height</b>	60 feet as measured to the midpoint of the roof
<b>Maximum Lot Coverage</b>	70%
<b>Maximum Allowable Building Area</b>	585,000 square feet

- B. Miscellaneous development standards:

- (1). Lot coverage. The area of above ground parking structures is included in the lot coverage calculation.
- (2). Height. Architectural features including, but not limited to, turrets, spires and towers may exceed the maximum building height provided that any such structure is no more than 15 feet higher than the maximum permitted height and has a floor plan which is ten percent or less of the ground floor area of the building of which it is a part of.
- (3). Maximum Allowable Building Area. Parking structures or covered walkways are not included in the maximum allowable building area calculation.

6. Parking

- A. *Generally*. Off-street parking must be provided in accordance with the following:

- (1). At no time shall the property provide less than 932 parking spaces.
- (2). The property shall be required to construct the parking garage prior to the issuance of a building permit for the consolidated athletic center as shown on the Concept Plan and provide at least 1,024 spaces prior to the issuance of the occupancy permit for said consolidated athletic center.

(3). In order to facilitate the construction process, a temporary parking plan may be utilized upon approval of the Zoning Administrator.

a. Temporary parking may be provided on gravel parking lots, utilize tandem parking as well as other provisions which the Zoning Administrator determines to be acceptable.

B. *Parking garages.* Parking garage ramps shall not be express on the façade of the parking structure fronting or visible from public streets or adjacent properties. Steel parking garages and steel guard cables on the garage facades are prohibited.

## 7. Exterior Appearance

### A. *Materials:*

(1). At least 80 percent of the exterior walls of all structures shall be of masonry construction.

(2). For purposes of this planned development district, "masonry construction" includes, but is not limited to brick, stone, cultured stone, glazing and plate glass, three-coat stucco, and split face concrete masonry units. An applicant, however, may submit a design for construction of parking structures that employs alternative construction materials for exterior cladding with an application for a development plan. The alternative may be approved by the city upon determination that such construction will result in an appearance that is compatible with surrounding buildings and the overall character of the district.

(3). No more than 15% of each exterior wall fronting or visible from public streets (including above grade parking structures) shall use accent materials such as stucco, architectural metal paneling, tile, and fiber cement siding (e.g. hardi-material).

(4). No more than 40% of exterior cladding of all walls not fronting on, or not visible from, public areas (including above grade parking structures) shall use accent materials such as stucco, architectural metal paneling, tile, and fiber cement siding (e.g. hardi-material).

(5). The exterior cladding (excluding glass and roofing materials) of all buildings, (including above grade parking structures) shall be composed of not more than three materials.

(6). The following materials are prohibited as primary cladding materials:

- i. Aluminum siding or cladding
- ii. Fiberboard or Masonite siding
- iii. Wood roof shingles
- iv. Unfinished concrete block (architecturally finished concrete block is permitted as a cladding material)

(7). The following materials are prohibited as primary roofing materials:

- i. Wood roof shingle

ii. Composite shingles with less than a 50-year life

(8). All balcony and stairway walking surfaces shall be constructed of noncombustible materials. The structural elements may be constructed of noncombustible materials or decay-resistant wood or as required by the Building Code. All handrails and guardrails shall be constructed of noncombustible materials.

B. *Windows*. Glass is to be clear or tinted, not reflective.

C. *Walls*. Walls attached to buildings shall be developed as architectural extensions of the building, constructed of the same material and in the same style.

8. Landscape.

A. Landscaping within the Property shall comply with the standards contained in the Town of Addison Code of Ordinances, as amended.

9. Screening

A. Mechanical equipment shall be screened from view from all public streets and adjacent properties and located to minimize noise intrusion off each lot. The required screening must be composed of the same exterior materials as the buildings on the lot, or through the use of masonry walls, ornamental fence (80 percent opaque), evergreen landscape material, or combination thereof.

B. Loading, service, and trash storage areas shall be screened from all public streets and adjacent properties. Refuse containers must be placed on a designed, reinforced concrete pad, including drive approach. The required screening must be composed of the same exterior materials as the buildings or through the use of masonry walls, ornamental fence (80 percent opaque), evergreen landscape material, or combination thereof.

C. Roof-mounted mechanical elements must be screened from view from all public streets and adjacent properties. Screening must be architecturally compatible with the building design.

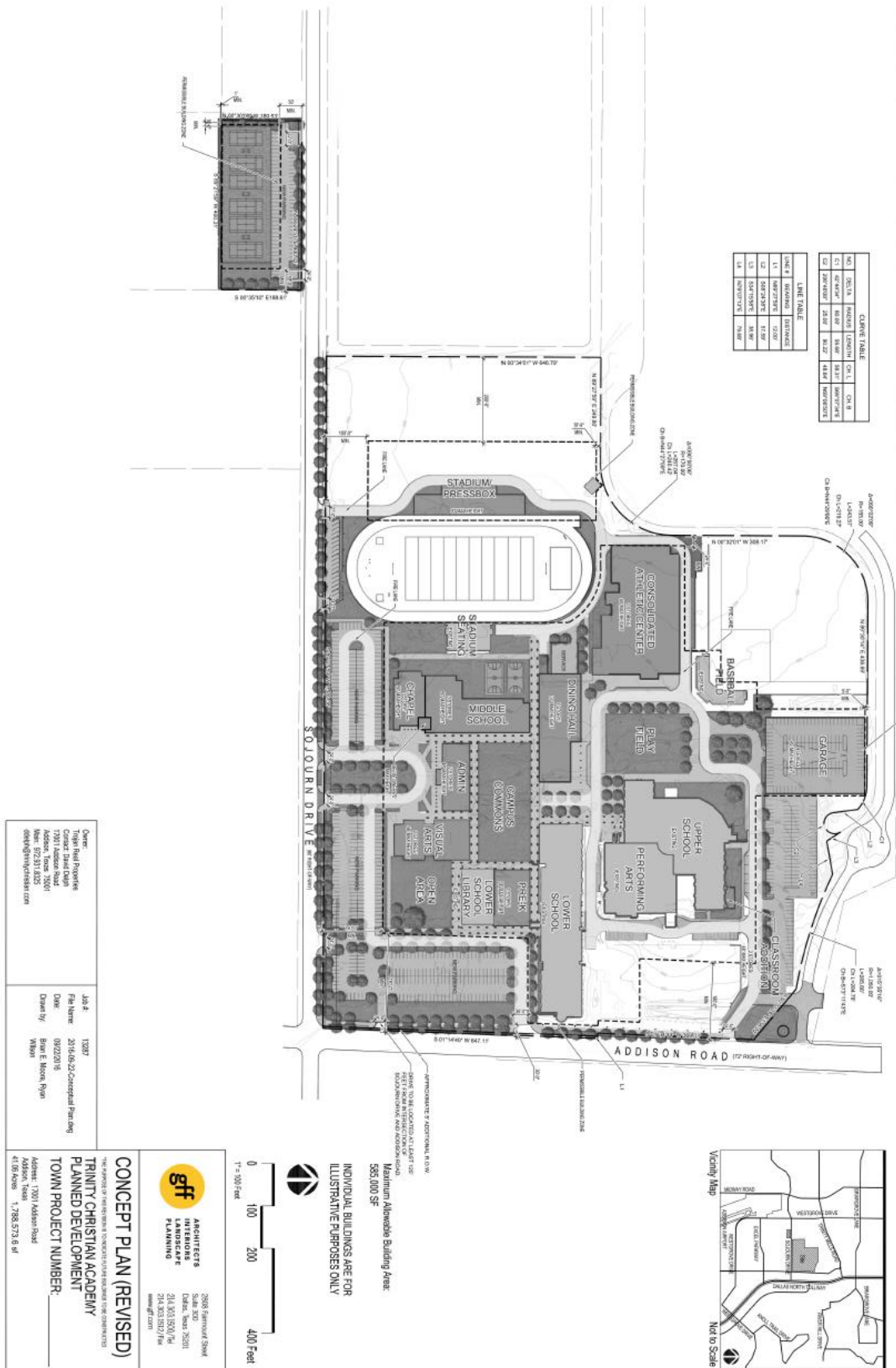
10. Miscellaneous Requirements

A. Athletic Field Improvements. Location of structures and improvements such as dugouts, bleachers, backstops, benches, and other similar athletic improvements may be relocated anywhere within the permissible building zone of the Property to accommodate other proposed improvements.

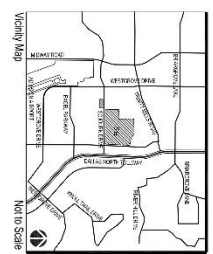
B. Speakers. Upon construction of the proposed press box and bleachers for the football field, speakers for the football field shall be removed from their current location on the east side of the football field and shall then be located on the west side of the football field and oriented towards the east.

- C. Additional athletic lighting may be installed upon approval of the Zoning Administrator. If the Zoning Administrator denies additional athletic lighting, the applicant may appeal to the City Council. The City Council may not approve additional athletic lighting prior to a public hearing held not sooner than 10 days after written notice is provided to property owners within 200 feet of the area of the request.
  
- D. Lighting for tennis courts shall not exceed 60' in height. Fixtures shall be shielded and directed onto courts. Lighting shall be turned off no later than 10 p.m. on Monday – Saturday, with no lighting operations on Sunday.

# EXHIBIT C: CONCEPT PLAN



### EXHIBIT D: EXISTING SITE PLAN



22", 34", 0"

<p><b>EXISTING PLAN</b>  <b>TRINITY CHRISTIAN ACADEMY</b>  <b>PLANNED DEVELOPMENT</b></p> <p>2825 Sourin Road          Suite 300          208K, West 2021          214.322.1279          214.322.1279          www.gff.com</p> <p><b>gff</b>          ARCHITECTS          LANDSCAPE          PLANNING</p>	<p>Job #: 1327          File Name: 2019-04-14-Existing 2nd.rvt          Date: 04/14/19          Drawn by: Brent E. Brown, Ryan Wilson</p>	<p>Owner: Trinity Christian Academy          2825 Sourin Road          Suite 300          West 2021          214.322.1279          214.322.1279          www.gff.com</p>
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**Work Session and Regular Meeting****Meeting Date:** 10/11/2016**Department:** Infrastructure- Development Services**AGENDA CAPTION:**

Present, Discuss, Consider, And Provide Direction Related To The **Site Selection And Design Of The U.S. Customs and Border Protection Facility At Addison Airport.**

**BACKGROUND:**

In 1994, Addison Airport was granted U.S. Customs and Border Protection User Fee status. A User Fee Airport is an airport that has been approved to receive the services of a Customs officer who will process aircraft, passengers, and cargo that is entering the United States. The user fee airport is responsible for all the costs associated with this service.

On May 4, 2015, U.S. Customs and Border Protection conducted an inspection of the Customs inspection facility at the Addison Airport, as part of their program to inspect all User Fee airport facilities across the country. During the inspection, several deficiencies were found based on the current requirements as outlined in the latest U. S. Customs and Border Protection Airport Technical Design Standard. In general, the deficiencies are related to the amount of space for the Customs facility, direct access to the aircraft ramp, and various security requirements. The current facility is an approximately 300 square foot office in the hangar area of Million Air's main hangar. The estimated space required for an airport Addison's size is approximately 3,700 square feet that consists of office space, waiting area space, detention and inspection space, and other ancillary space.

Under the User Fee arrangement, the Town is required to meet the standards for space, ramp access, and security or risk losing the ability to have Customs service on the airport. Losing this service would put Addison Airport at a distinct competitive disadvantage to other airports in the area that have Customs service and would be detrimental to several tenants on the field. Therefore, it is critical that a new Customs site be selected and brought into compliance.

In order to continue to have Customs service on the field and in order to meet the standards as set forth by the Federal government, the Town would either need to retrofit an existing space, build a new stand-alone facility, or co-locate with a business on the field, most likely a Fixed Base Operator.

Staff will provide a briefing on the importance of the Customs service, the possible sites for consideration and the operational considerations for each site, and the financial implications of each option. Staff will seek Council's direction as it relates to the site

selection and the design of the facility. Specifically, staff will ask Council to decide on the following questions:

- What should be included in that facility?
  - Customs service only
  - Customs service and airport management offices
  - Customs service, airport management offices, and a public use space
- There are three sites that have the potential to meet Customs' requirements. Of these three sites, where should the facility be built?

Once these decisions are made, staff will make a recommendation on the next steps.

**RECOMMENDATION:**

Information only, no action required.


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**Attachments**

Presentation

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**ADDISON**

®

# Addison Airport Customs

October 11, 2016

# Customs at Addison

- User Fee Airport – Since December 1994
  - Airport reimburses Customs for all costs
  - Staffing costs for minimum of one full-time inspector
  - Currently located in Million Air hangar
- May 2015 – Received Non-compliance letter from Customs and Border Protection

# Importance of Customs

Airport Master Plan recognized importance of Customs service to:

- Remain competitive  
(DFW, Love Field, Meacham, Alliance, McKinney)
- Support and retain existing tenant base
  - (Mary Kay, Basa Resources, Yum! Brands, Sky B&B, PepsiCo, etc.)
- Attract new business
- Increase based aircraft and private investment



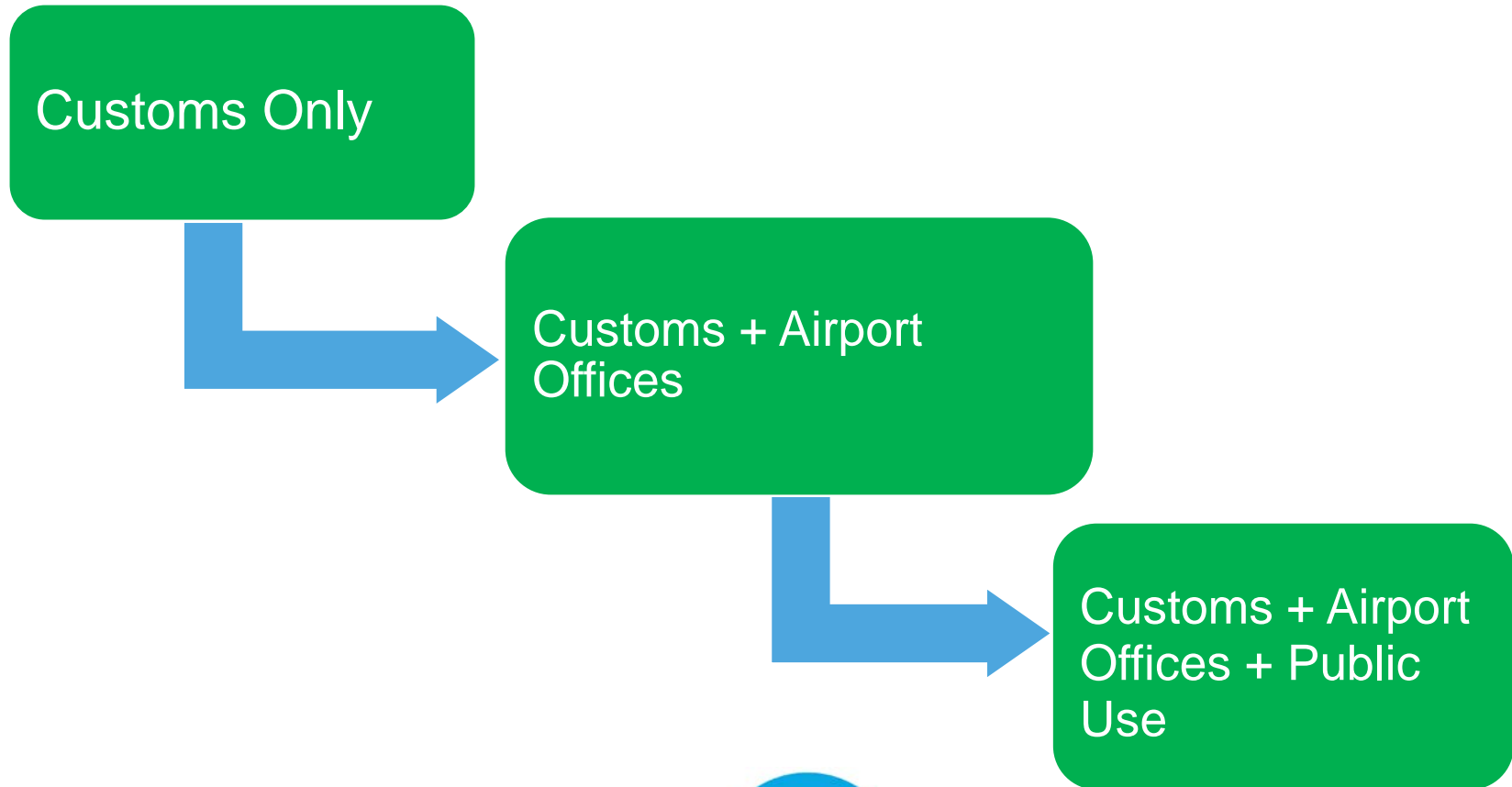
# Non-compliance Letter

- May 2015 – Non-compliance letter received
  - “...must satisfy Customs and Border Protection facility standards...”
  - Several areas of deficiencies noted
  - Changes required to maintain service
  - If not made, subject to 120-day termination
- Retrofit an existing building or construct a new facility (current facility cannot be made compliant)

# Customs Facility Requirements

- Facility Requirements:
  - Minimum 3,710sf building
  - Direct access to / view of ramp
  - Reasonable landside access
  - Rigorous security specifications
- Minimum of 10,000sf heavy concrete apron
- Runway / Taxiway access for large aircraft
  - Taxiway Alpha
  - West end of Taxilane Victor

# What should we build?



# Customs Facility Site Alternatives

- Three sites meeting operational requirements:
  1. JetPort site
  2. Midfield site
  3. Southeast quadrant
- Additional operational considerations
  - Aircraft towing or taxiing from Customs ramp to FBO
  - Co-locating with an FBO may be unfair advantage (possible Grant Assurance violation)

# JetPort – Claire Chennault



10/11/2016





# JetPort – Claire Chennault

## Pro:

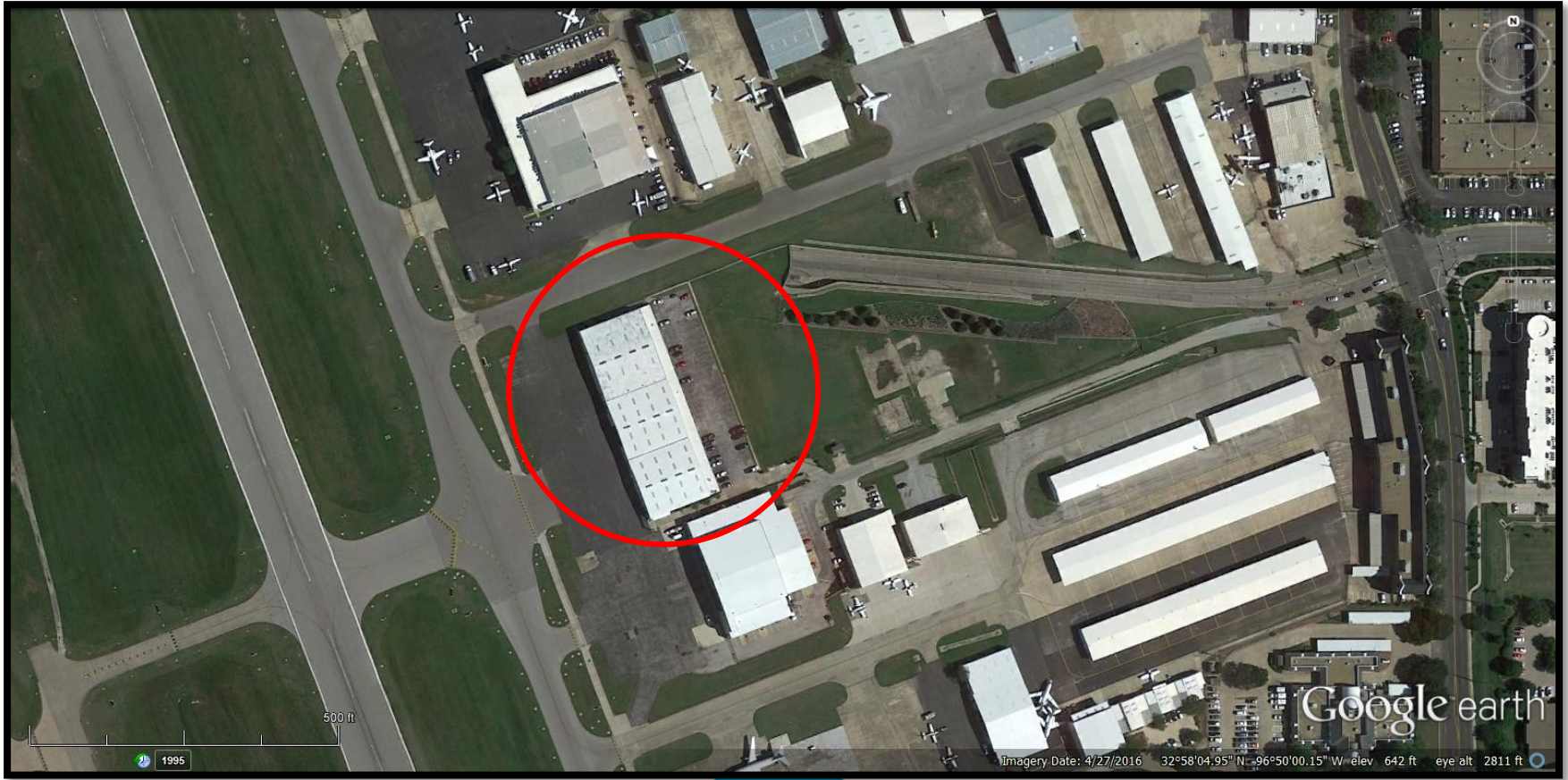
- Capable of being renovated; renovation costs lower than new construction costs
- Large enough to accommodate additional uses
- Could support new-build Customs facility
- Proximity to Million Air, which presently serves ~90% of Customs flights
- Proximity to Atlantic Aviation
- Existing ramp could support Customs operations for short-term

## Con:

- Precludes other redevelopment proposals
- Not convenient to potential third FBO at SEQ
- Ramp would need to be reconstructed in near future



# Midfield – Toll Tunnel



# Midfield – Toll Tunnel

## **Pro:**

- Proximity to Atlantic Aviation
- Convenient to all FBOs
- Existing asphalt ramp could support Customs short-term
- Site is less commercially valuable than alternatives
- Customs facility still leaves space for redevelopment on site

## **Con:**

- Requires demolition of existing hangar, redevelopment / new-build
- Ramp would need to be reconstructed



# Southeast Quadrant



# Southeast Quadrant

## Pro:

- Site under consideration for redevelopment

## Con:

- Operationally inconvenient for existing FBOs (Million Air, Atlantic)
- Would provide unfair advantage to third FBO
- New ramp would need to be constructed
- Site is commercially very valuable

# Which site?

JetPort

- Carve out
- Co-located with FBO

Midfield

- Stand alone

Southeast  
Quadrant

- Carve out
- Co-located with FBO



# Recommendation

- Midfield site
  - Least developable of all sites
- Stand alone facility – not co-located with an FBO
  - Provides neutrality for all FBOs
- Combine with Airport Management Office
  - Provides flight line visibility
  - Ability to oversee Customs operation
  - Saves annual office rental



# Next Steps

- Direction on what to build and where
- Engage architectural / engineering firm
  - Design facility
  - Opinion of probable construction cost
- Revisit with Council



**Work Session and Regular Meeting****Meeting Date:** 10/11/2016**Department:** Athletic Club**AGENDA CAPTION:**

Present, Discuss, Consider And Provide Direction Related To 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. Staff will be reviewing the results of the July 2016 survey/community input sessions and providing options based on those results. Depending on the elements selected, staff will research multiple funding options to be considered and will request Council adoption of both the Master Plan and Financing Plan.

In December 2014, Addison residents were engaged through surveys and focus groups to gain as much feedback as possible for the start of a Master Plan for the 29 year old Addison Athletic Club. In January 2015, an 11-member Master Plan Committee made up of two Council liaisons, seven club members, one club instructor, and one club member/Addison employee were selected. Together with Barker, Rinker, Seacat Architecture representatives, the committee held a series of four charrette workshops to develop the recommended elements of the Master Plan including:

- 5,400 square feet of new programming space
- Updated HVAC system to reduce maintenance costs
- Welcoming lobby and upgraded interior appearance
- Large flexible spaces to adapt to fitness trends
- Flexible locker rooms that support families, seniors and special needs

From the February 2016 Council meeting, Council directed staff to seek additional input from the public, so in July 2016, the Town of Addison initiated an on-line survey as well as three community meetings held at the Athletic Club to determine which elements of the committee's findings were the most desired and gauge the community's interest in funding the recommended improvements identified by the previous committee. The top four priorities identified in the community response are:

1. HVAC (Heating, Ventilation & Air Conditioning replacement and upgrades)
2. Lobby/Core Building Improvements
3. Gymnasium and Track Improvements
4. Locker Room Renovations

The complete Draft AAC Master Plan report is too large for the agenda software and is available in the City Secretary's area for viewing.

**RECOMMENDATION:**

Staff requests direction from Council to bring forward a Resolution at a future meeting.

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**Attachments**

Report

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# ADDISON ATHLETIC CLUB

## Master Plan Update

October, 2016



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## CHAPTER ONE - EXECUTIVE SUMMARY

### 1.1 INTRODUCTION

The Town of Addison's Athletic Club (AAC), located at 3900 Beltway Drive, offers a variety of opportunities for its 3,500 members. The AAC is a 55,000 square foot facility that opened in March of 1987. The Town of Addison desired a feasibility study for the expansion/renovation of the AAC that would include additional programming space, an increase in the square footage of the weight/fitness area, more exercise rooms, new welcome desk/lounge space, and updated locker room facilities. Currently, the Athletic Club offers the following components:



- Fitness room includes weight machines, treadmills, stair climbers, bikes, elliptical machines and free weights
- Classes for adults including fitness, dance, specialty camps, yoga, racquetball, and crafts
- One full-size gym
- Four racquetball courts
- Personal Trainers
- 1/17 mile indoor running/walking track
- Multi-purpose classroom
- Lounge /coffee bar
- Child watch
- Indoor and outdoor aquatics

### 1.2 PROJECT HISTORY

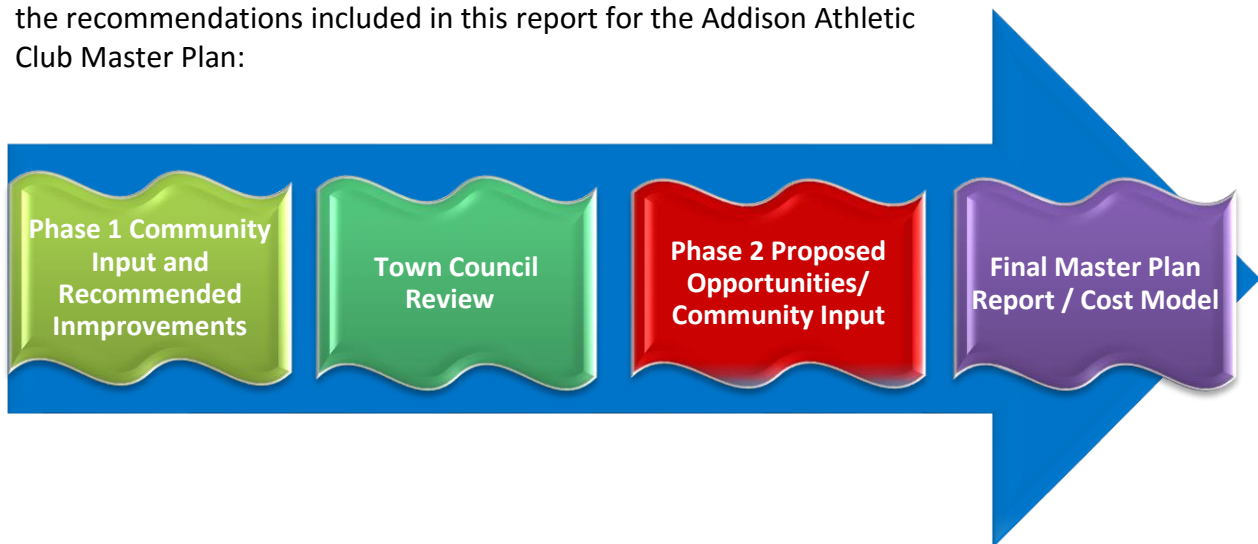
Over the past year, a committee of Council Liaisons, residents and club instructors have worked with a local architecture firm to develop a new master plan for the Addison Athletic Club.

In December 2014 Addison residents were engaged through surveys and focus group to gain as much feedback as possible for the start of a Master Plan for the 29 year old Addison Athletic Club. In January 2015 an 11-member Master Plan Committee made up of two Council liaisons, seven club members, one club instructor, and one club member/Addison employee were selected. Together with BRS Architecture representatives, the committee held a series of four charrette workshops to develop the recommended elements of the master plan including:

- 5,400 square feet of new programming space
- Updated HVAC system to reduce maintenance costs
- Welcoming lobby and upgraded interior appearance
- Large flexible spaces to adapt to fitness trends
- Flexible locker rooms that support families, seniors and special needs

### 1.3 PROJECT PROCESS

The diagram below illustrates how this planning process progressed to determine the recommendations included in this report for the Addison Athletic Club Master Plan:



In July 2016 The Town of Addison initiated an on-line survey as well as three community meetings held at the Athletic Club to determine which elements of the committee’s findings were the most desired and gauge the community’s interest in funding the recommended improvements identified by the previous committee. The top four priorities identified in the community responses are:

- 1. HVAC (Heating, Ventilation & Air Conditioning) replacement and upgrades**  
Includes new equipment and ductwork as needed
- 2. Lobby/Core Building improvements** - New welcome desk, permanent transition of two racquetball courts to exercise space
- 3. Gymnasium and Track improvements** - new lighting, wall finishes, new track surface and new guard rail to meet the current codes
- 4. Locker Room renovations** - updating and bringing the locker rooms into accessibility compliance with the Texas Accessibility Standards. Improvement will include new floor and wall finishes, updated lighting, new lockers and fixtures

The complete results of the survey and community findings are detailed in Section 2.3.



## CHAPTER TWO - COMMUNITY INPUT SUMMARY

### 2.1 PUBLIC PARTICIPATION PROCESS

As part of the Master Plan Update, there was extensive public input and participation in July 2016. The on-line survey was launched beginning July 13 through July 25, 2016. In addition to the on-line survey, three community meetings were held at the Athletic Club on July 13, July 16 and July 20, 2016.

A brief presentation outlining the results of the Phase 1 study and a review of the recommendations of the committee were presented. Attendees could ask questions or make comments on the presentation and express their interest in the proposed improvements.

Display boards were set up to help indicate the level of improvements proposed along with images of similar types of facilities displayed to help members identify the concept of the proposed changes. At each meeting, the members were also given the opportunity to fill out the survey form on-line or by paper copy. The results of the survey are in Appendix 1.

### 2.2 CURRENT RECREATION TRENDS

The current facility offers a variety of activities to address the needs of the community. Currently the biggest trends in recreation facilities are:

- **Adult fitness programming**
- **Indoor walking tracks**
- **Leisure water**
- **Therapeutic water**
- **Gymnasiums**

The current AAC provides space for the most of the popular activities trends. The one exception is adequate adult exercise space. During the phase one study several areas were identified as possible areas to expand current programming options with more flexibility. One of these changes has taken place through the re-use of existing racquetball courts to provide more exercise space. A recommendation of this study is to make this change in a permanent way.

### 2.3 SURVEY RESULTS

**A total of 399 responses were submitted and analyzed.**

- Almost 99% of the respondents are current members of the Athletic Club.
- 55% of all survey respondents regularly visited the facility as least 12 times per month.
- Almost 2/3 of the respondents are age 50 or older.
- 54% of the respondents are female and 46% are male.
- **94%** of the respondents ranked the proposed improvements with the top four in following priority:
  - 1. Replace the Heating and Air Conditioning system**
  - 2. Lobby / Core Building Improvements**
  - 3. Gymnasium & Track Upgrades**
  - 4. Locker Room Upgrades**

## 2016 Athletic Club Master Plan

Please rank the Master Plan components. (Refer to slides 7-16) Dollar figures are estimates only. 1=Highest Priority

Answer Options	1	2	3
HVAC (Heating Ventilating, Air Conditioning) (\$616,000)	214	34	19
Lobby/Core Building (\$2,734,600)	23	66	30
Gymnasium & Track (\$588,000)	25	49	49
Locker Rooms/Changing Suites (\$1,028,500)	36	36	43
Multi-Use Room (\$51,000)	11	34	44
Indoor Pool Upgrades (\$230,500)	17	33	41
New Indoor Spa (\$181,000)	13	29	37
Outdoor Pool Shade Structure & Patio (\$226,000)	19	28	43

In addition to the priorities for proposed improvements, the survey responses also indicated the following:

- **51%** of the respondents indicated they would be willing to consider an increase in membership fees to support the improvements.
- Almost **80%** of the respondents indicated they would NOT support a tax increase to fund the improvements.

Based on the community meetings input, the following items were noted:

- There is a demand for keeping some racquetball courts.
- A vocal desire to keep the steam/sauna facilities although the maintenance upkeep is high averaging \$2,500/year for repairs.
- More exercise room space is needed to offer varied programming.

The complete survey results are located in the Appendix 1 this report.

### 2.4 CURRENT ATHLETIC CLUB FEE STRUCTURE

As a part of the study process, membership fee structures of similar facilities across the metroplex were studied to compare with the current AAC fee structure. Currently members of the Addison Athletic Club are required to register and pay a one-time fee of \$10.00. There is no fee for renewal of the yearly membership. This fee arrangement is unique to the Town of Addison as other surrounding communities charge a monthly or yearly fee based on the type of membership offered.

#### Examples of surrounding community annual fee structure:

Coppell	Family - \$500; Individual - \$250
Plano	Family - \$700; Individual - \$228
Grapevine	Family - \$300; Individual - \$120
Frisco	Family - \$900; Individual - \$530
Flower Mound	Family - \$500; Individual - \$250
Lewisville	Family - \$ 45; Individual - \$ 15
Farmers Branch	Family - \$360; Individual - \$180
Carrollton	Family - \$163; Individual - \$ 95
Richardson	Family - \$135; Individual - \$ 60
<b>Addison (\$10.00 one-time fee)</b>	<b>Family - \$ 0; Individual - \$ 0</b>





## CHAPTER THREE – CORE PROGRAMS

### 3.1 EXISTING PROGRAMS - AMENITIES

Core programs include the essential program areas that the Athletic Club currently offers. These programs fulfill a large number community needs, and have proven popular over the years.

- Limited group exercise space
- Basketball
- Racquetball
- Cardio/weight room/Circuit training
- Spin bikes
- Personal training
- Senior programming
- Yoga
- Indoor and outdoor aquatics
- Walking / Jogging track
- Meeting rooms
- Locker rooms
- Sauna and steam rooms

### 3.2 FUTURE PROGRAM OPPORTUNITIES - AMENITIES

Based on comments heard at the community meetings and in addition to the program options above, the proposed improvements will allow for the following:

- Additional group aerobic exercise space
- Small group exercise space
- Enhanced meeting room and social space
- Improved accessible locker room/family change room
- New welcome desk and visibility

## CHAPTER FOUR – CONCEPT DESIGN AND DEVELOPMENT

### 4.1 PROJECT DESCRIPTION

Based on the top priorities from the community input sessions, the conceptual design of the Addison Athletic Center Renovation centers around the top four elements identified by the survey results. The design envisions the renovation to be limited to the spaces most important to the members of the club.

- First on the list of priorities is replacement of the existing HVAC system in the original building and the addition. This item was identified by 62% of the respondents as being either the 1<sup>st</sup> or 2<sup>nd</sup> highest priority.
- The second most identified element was the updating of the lobby and core of the building. This will include not only new finishes on the walls and floors, but updated welcome desk and lighting.
- Third on the list was updating the gymnasium and track, to include new lighting, wall finishes, new track surface and new guard rail to meet the current codes.
- Also in the top four is updating and bringing the locker rooms into accessibility compliance with the Texas Accessibility Standards. Improvement will include new floor and wall finishes, updated lighting, new lockers and fixtures.

In addition to the priorities listed above, this report also includes changes to the facility required to make necessary accessibility modifications to comply with current codes. The phase one study identified several areas within the AAC that do not meet current accessible requirements. Most of these deficiencies will be addressed as modifications to different areas of the facility are completed. At the completion of all future work, a review by an outside agency will be required to assure compliance.



An Engineering Assessment and Master Plan conducted during the phase 1 study recommends replacement of the existing mechanical system due to the age of the current equipment. Also recommended is the proper sizing of equipment to help insure member comfort while using the facility. Currently several of the air conditioning components are undersized for the use of the space.



#### 4.2 BUILDING FLOOR PLANS

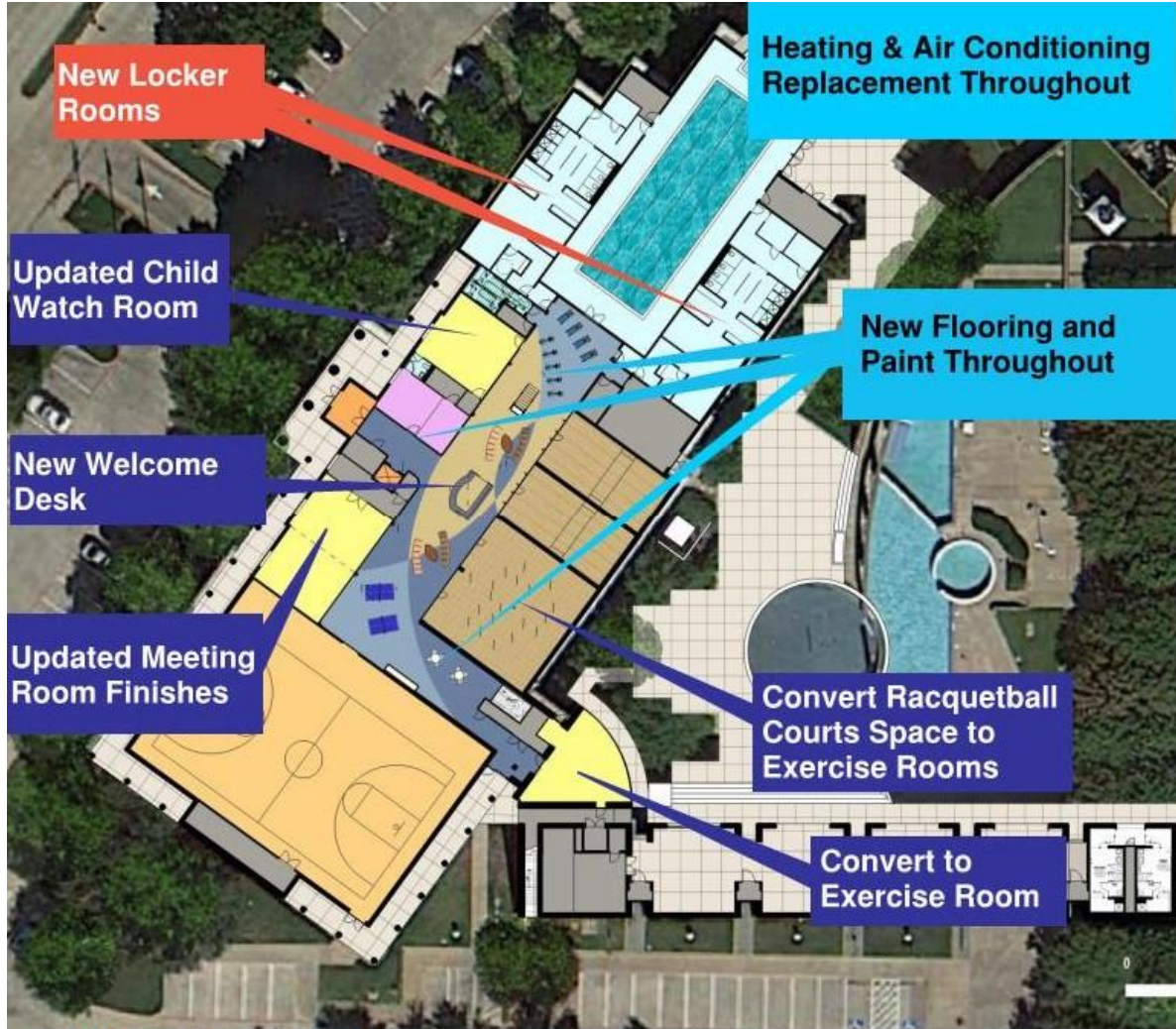
The existing and proposed floor plan views are below. The proposed plans are conceptual and were used to help develop project costs for the proposed improvements. Further refinement and detail will be developed once the project moves forward.



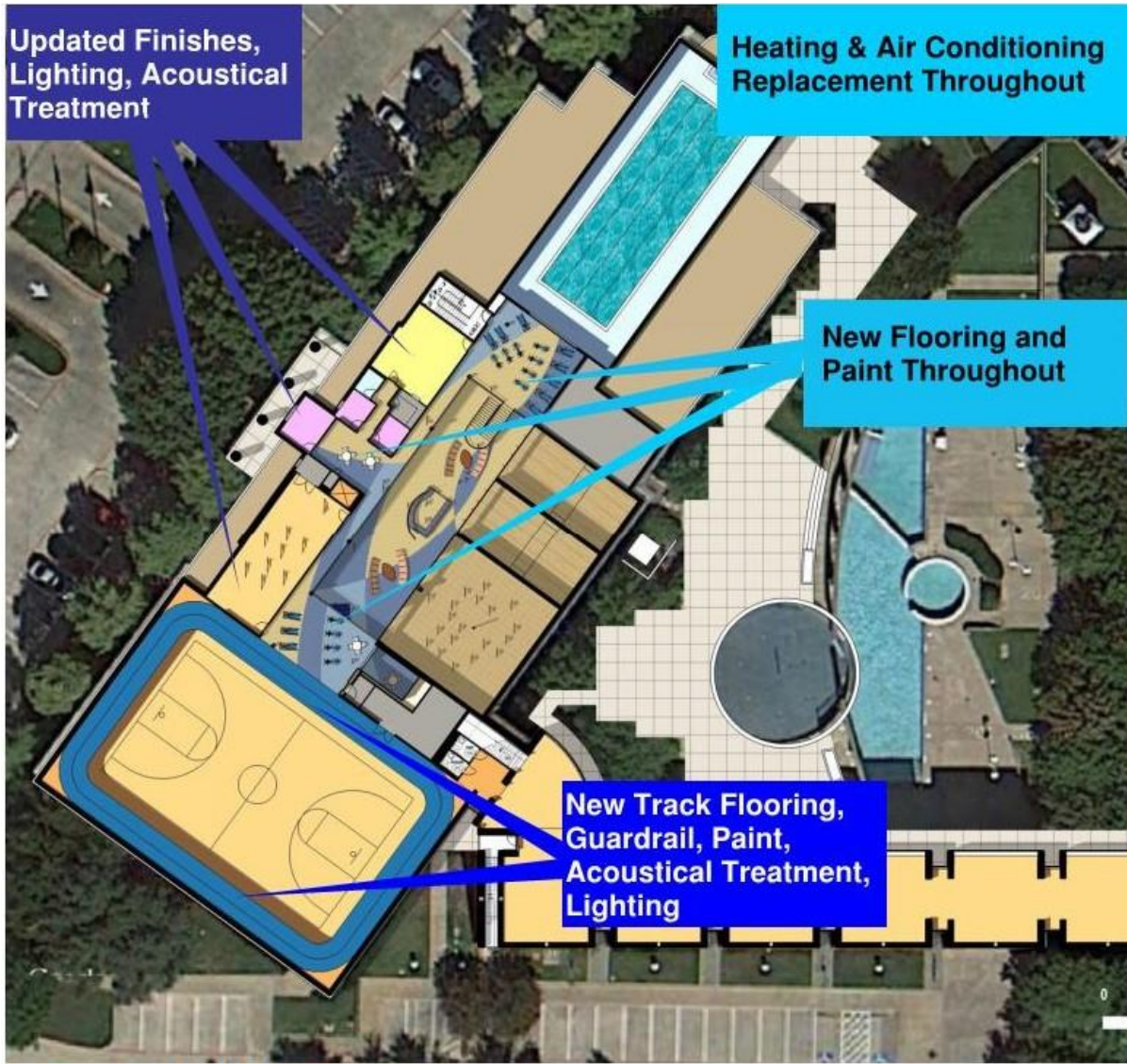
EXISTING FIRST FLOOR PLAN



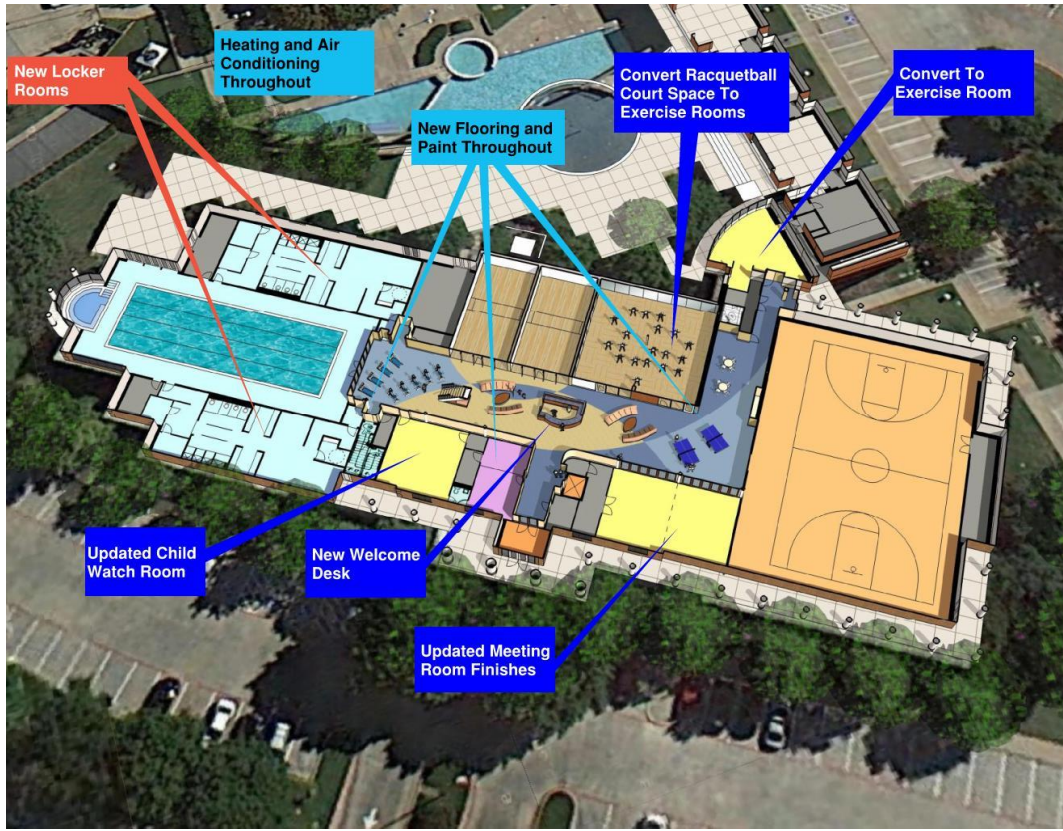
**EXISTING SECOND FLOOR PLAN**



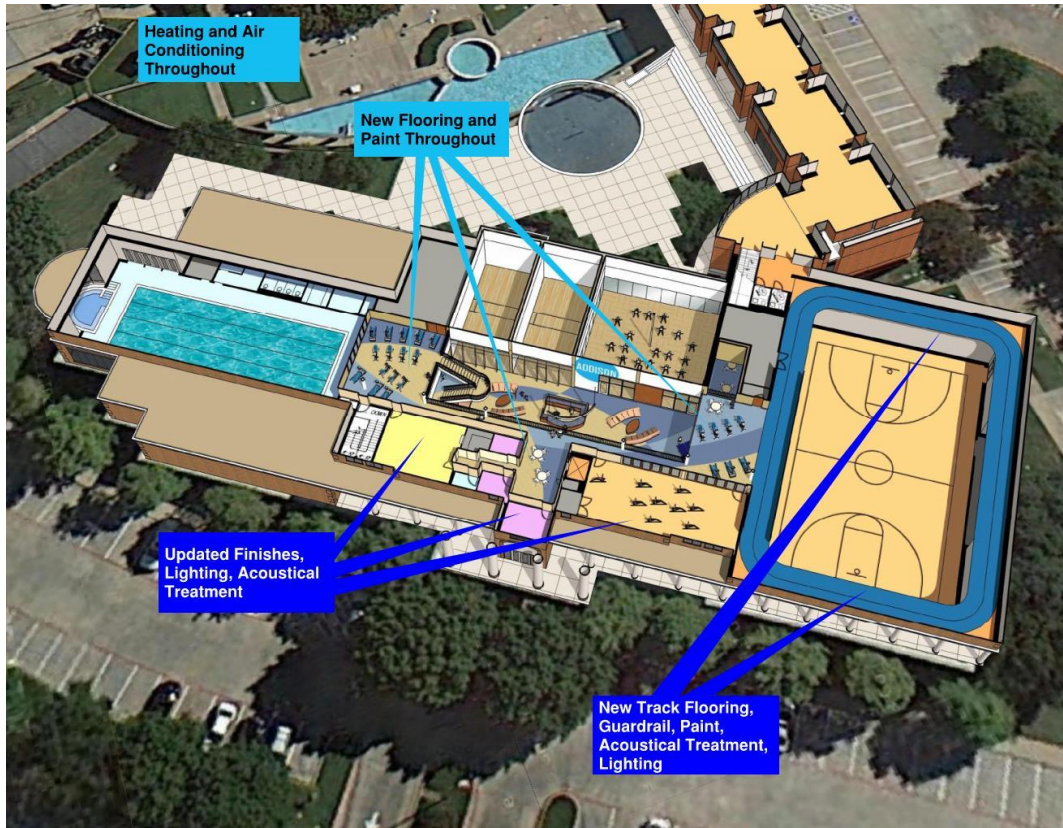
PROPOSED FIRST FLOOR PLAN



PROPOSED SECOND FLOOR PLAN



PROPOSED FIRST FLOOR PLAN



PROPOSED SECOND FLOOR PLAN



PROPOSED INTERIOR LOBBY SKETCHES



VIEW OF LOBBY



NEW ENTRY DESK



VIEW FROM TOP OF STAIR

#### 4.3 SITE IMPROVEMENTS

Based on the site and building accessibility review report authorized during the Phase 1 master plan study, much of the needed site accessibility improvements have been completed prior to this master plan update.

The accessible route from the street to the building has been completed, as well as improvements to the accessible parking space route and access to the adjacent fire station cited in the report.





**CHAPTER FIVE - BUDGET**

**5.1 ESTIMATED COST OF IMPROVEMENTS**

The cost estimates listed below are provided using 2016 construction dollars. The estimates shown identify the top four priorities from the survey and community meetings. Annual inflation rates should be considered when the work is performed in the future. Since the first estimates were completed in 2015, the cost have escalated as shown below:

	<u>March 2015</u>	<u>Sept. 2016</u>
<b>Mechanical Systems Upgrades</b>	\$ 600,000	\$ 616,000
<b>Lobby/Core Building</b>	\$ 2,420,000	\$ 1,997,500
<b>Gymnasium and Track improvements</b>	\$ 520,000	\$ 385,120
<b>Locker Room Upgrades</b>	\$ 910,000	\$ 1,028,500

Construction costs have been consistently increasing for the last several years. This escalation was approximately 13% for the past year. These estimated costs should be updated to account for future escalation at a rate of 10% - 12% every year.

**The current budget request is for a total of \$ 841,000. This number includes the following costs:**

**Mechanical Systems: \$616,000** – HVAC only - Includes new equipment and ductwork throughout the existing facility. Upgrading of the equipment for better efficiency and comfort throughout the facility. The replacement equipment will be designed to handle the proposed changes to the existing plans. The estimated time to complete entire system replacement is five months.

**Elevator: \$80,000** - Replacement of the existing almost 30 year old elevator. The estimated time to replace the existing elevator once new equipment is on site is 45 days once equipment is on site.

**Painting: \$75,000** - Selective interior painting of the existing facility. This amount is budgeted for the coming fiscal year and the location of the areas to be painted will be determined based on need. The estimated time to phase the painting in selected areas of the facility is two months.

**Flooring: \$70,000** - Replacement of the existing flooring in selected areas. This amount is budgeted for the coming fiscal year and the location of the areas to receive new flooring will be determined based on need. Coordination will be addressed based on future use of the spaces as well. The estimated time to phase the painting in selected areas of the facility is two months.

**Future considerations not addressed in the budgets listed above but recommended for interior improvements to the facility and their associated costs:**

**Lobby/Core Building improvements - \$1,997,500** - New welcome desk; transition of two racquetball courts into permanent exercise space; new flooring; updated paint palette; improved coffee bar area; improved acoustics; additional 2<sup>nd</sup> floor exercise space. A breakdown for each item is identified in Appendix 2.

- Selective Demolition \$150,430
- New Welcome Desk \$ 75,000
- Improved Acoustics \$ 58,360
- New Flooring \$114,740
- New Interior Walls \$185,650
- Interior Painting \$151,310
- Floor Finishes \$112,470
- New Cabinets \$125,800
- New Interior Glass, Mirrors and Frames \$ 95,545
- New Doors and Hardware \$105,525
- New Fire Protection \$ 91,700
- Toilet Accessories \$ 7,465
- Operable Walls \$ 32,270
- Signage and Graphics \$ 25,800
- Sound System \$ 95,040
- Access Control/Security \$ 132,100
- New Lighting and Electrical \$ 438,295

**Gymnasium and Track improvements - \$385,120** Includes new track surface, new guardrail around the track, new lighting and sound system, new paint on walls and ceilings. A breakdown for each item is identified in Appendix 2.

• New Track Surface	\$ 59,840
• New Guardrail	\$ 69,350
• New Lighting	\$ 74,500
• New Basketball Goals/Operators	\$ 45,960
• New Wall Pads	\$ 40,635
• New Sound System	\$ 25,330
• Painting	\$ 41,155
• Misc. Improvements	\$ 28,350

**Locker Room Upgrades - \$1,028,500** - new men’s and women’s showers to meet current accessibility requirements, new toilet fixtures, new wall finishes and tile, new lockers. A breakdown for each item is identified in Appendix 2.

• Demolition	\$ 46,850
• New Interior Partitions	\$149,345
• New Showers/Toilets/Sinks	\$510,625
• Locker Room Tile/Carpet/Waterproofing	\$252,600
• Toilet Partitions/Accessories	\$ 25,700
• Painting	\$ 15,000
• New Lockers	\$ 28,380

## 5.2 PHASING OF THE WORK

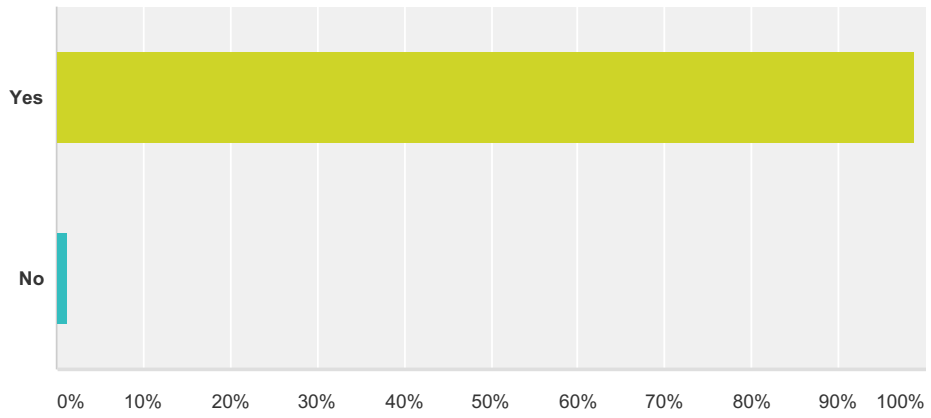
During the discussions at the community meetings, concerns were raised about closing the Athletic Club during the periods when construction activities are taking place. Phasing of the work has been discussed where only portions of the facility would have to close to perform the work, while keeping the majority of the facility open and operational. Safety of club members will be the primary determining factor when choosing to close some of the facility for the improvements.

If the work is phased, the overall time to complete the work will take longer, which also may result in higher construction costs. When a decision is made to move forward with any construction activity, careful consideration will be given to the feasibility to phase the work so members can continue to utilize the facility.

## APPENDIX 1 – STATISTICALLY VALID SUREVY RESULTS

### Q1 Are you a member of the Addison Athletic Club?

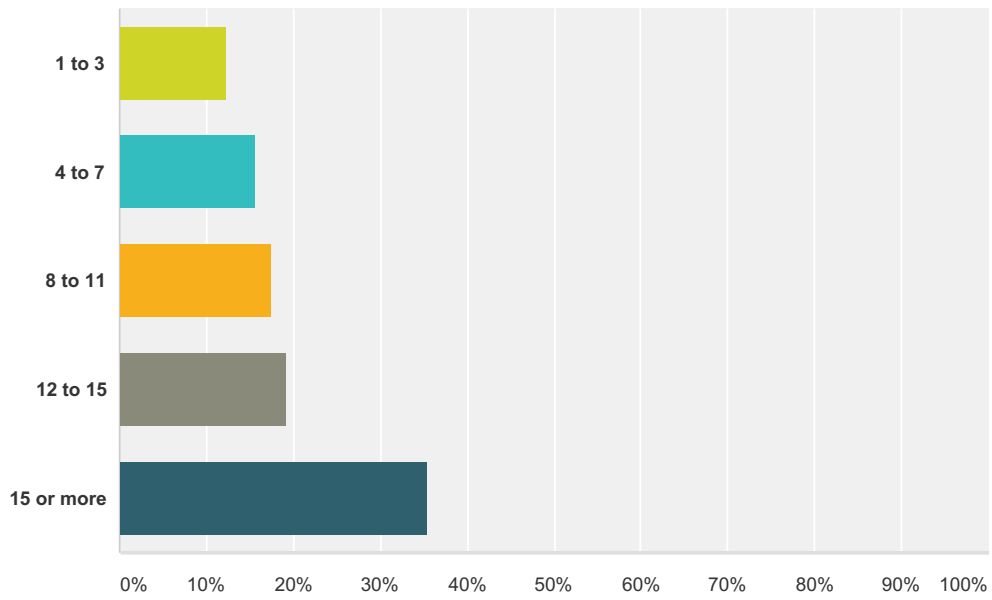
Answered: 398 Skipped: 1



Answer Choices	Responses
Yes	98.74% 393
No	1.26% 5
<b>Total</b>	<b>398</b>

**Q2 If you are a member, how often do you visit the Athletic Club each month?**

Answered: 392 Skipped: 7



Answer Choices	Responses	Count
1 to 3	12.24%	48
4 to 7	15.56%	61
8 to 11	17.60%	69
12 to 15	19.13%	75
15 or more	35.46%	139
<b>Total</b>		<b>392</b>



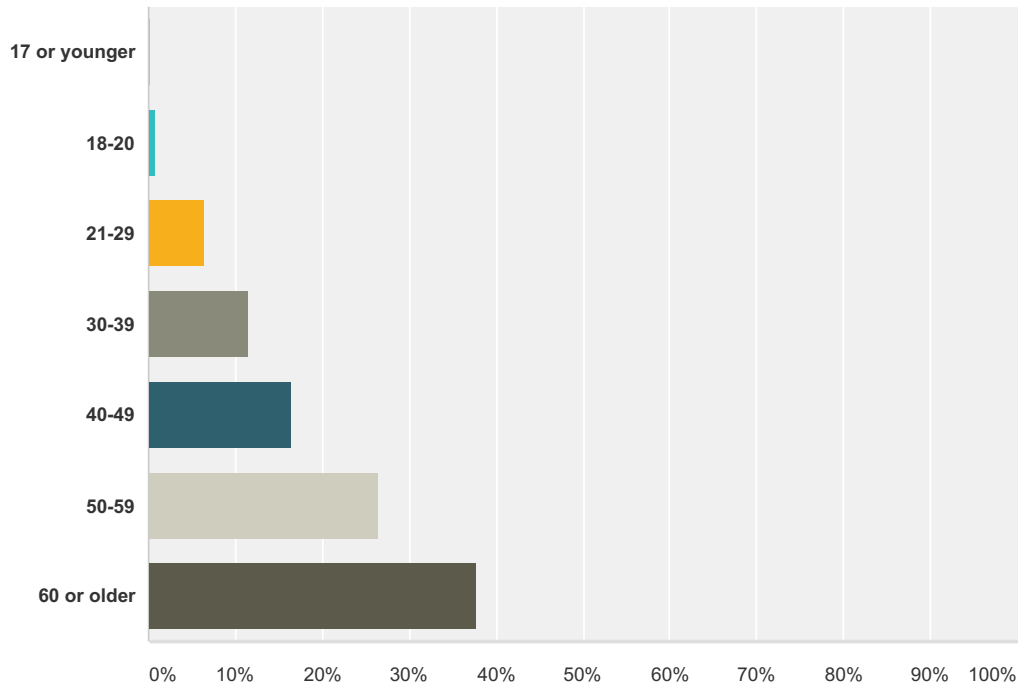
**Q3 If you are not a member, please tell us why?**

Answered: 14 Skipped: 385

#	Responses	Date
1	Recently moved to Addison	7/24/2016 8:20 PM
2	n/a	7/23/2016 10:27 AM
3	I'm not able to join because I do not live in the Addison area. Would love to join by paying a monthly membership fee.	7/22/2016 5:45 PM
4	It's basically free, I don't like large gyms and I think the equipment is good. Love the new weight equipment!	7/22/2016 3:57 PM
5	I am a member, my husband is not.	7/22/2016 3:35 PM
6	I don't live in addison	7/22/2016 10:54 AM
7	Recently moved here. Excited to join.	7/21/2016 10:32 PM
8	Work out	7/18/2016 6:37 PM
9	n/a	7/18/2016 3:17 PM
10	Great equipment and locker shower rooms	7/18/2016 1:20 PM
11	Soon to be a resident of Savoye. My husband and I plan to join shortly after my move date of August 15th	7/17/2016 11:18 PM
12	#6. does not work !!!	7/14/2016 5:00 PM
13	na	7/13/2016 11:24 AM
14	na	7/13/2016 11:13 AM

### Q4 What is your age?

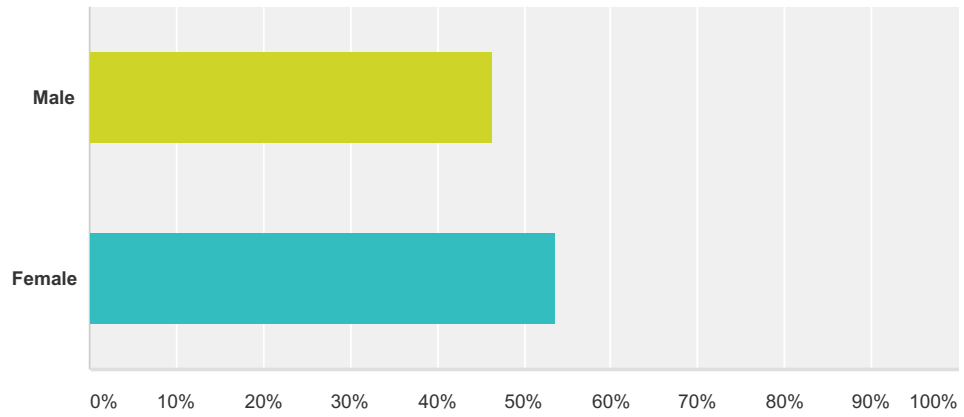
Answered: 399 Skipped: 0



Answer Choices	Responses
17 or younger	0.25% 1
18-20	0.75% 3
21-29	6.52% 26
30-39	11.53% 46
40-49	16.54% 66
50-59	26.57% 106
60 or older	37.84% 151
<b>Total</b>	<b>399</b>

### Q5 Are you male or female?

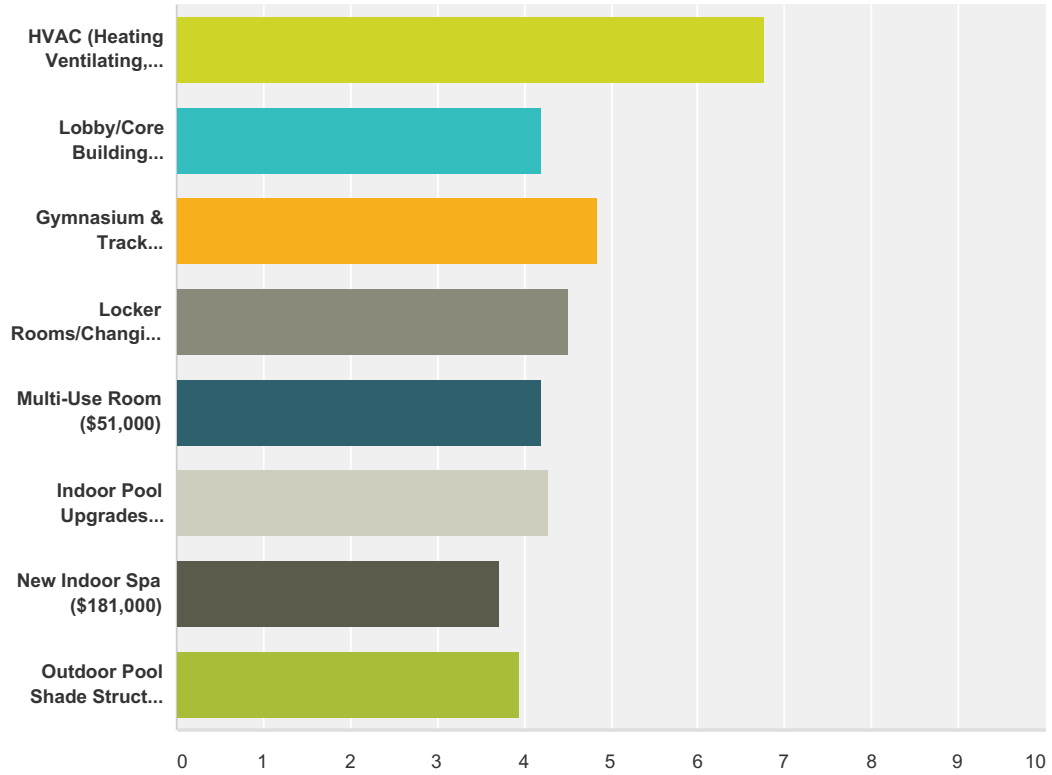
Answered: 391 Skipped: 8



Answer Choices	Responses
Male	46.29% 181
Female	53.71% 210
<b>Total</b>	<b>391</b>

**Q6 Please rank the Master Plan components. (Refer to slides 7-16) Dollar figures are estimates only. 1=Highest Priority, 8=Lowest Priority**

Answered: 375 Skipped: 24



	1	2	3	4	5	6	7	8	Total	Score
HVAC (Heating Ventilating, Air Conditioning) (\$616,000)	63.13% 214	10.03% 34	5.60% 19	6.19% 21	3.54% 12	4.72% 16	2.06% 7	4.72% 16	339	6.77
Lobby/Core Building (\$2,734,600)	7.14% 23	20.50% 66	9.32% 30	10.56% 34	10.56% 34	9.01% 29	8.07% 26	24.84% 80	322	4.20
Gymnasium & Track (\$588,000)	8.39% 25	16.44% 49	16.44% 49	16.78% 50	13.76% 41	13.09% 39	9.73% 29	5.37% 16	298	4.84
Locker Rooms/Changing Suites (\$1,028,500)	11.96% 36	11.96% 36	14.29% 43	11.30% 34	14.62% 44	9.97% 30	14.29% 43	11.63% 35	301	4.50
Multi-Use Room (\$51,000)	3.69% 11	11.41% 34	14.77% 44	13.42% 40	15.44% 46	18.79% 56	13.09% 39	9.40% 28	298	4.19
Indoor Pool Upgrades (\$230,500)	5.59% 17	10.86% 33	13.49% 41	15.46% 47	15.46% 47	16.45% 50	16.45% 50	6.25% 19	304	4.29
New Indoor Spa (\$181,000)	4.35% 13	9.70% 29	12.37% 37	10.70% 32	12.71% 38	12.37% 37	15.72% 47	22.07% 66	299	3.72
Outdoor Pool Shade Structure & Patio (\$226,000)	6.17% 19	9.09% 28	13.96% 43	13.96% 43	11.04% 34	11.69% 36	15.58% 48	18.51% 57	308	3.95

2016 Athletic Club Master Plan

**Q7 What are your favorite elements of the Master Plan?**

Answered: 311 Skipped: 88

#	Responses	Date
1	HVAC	7/25/2016 9:24 AM
2	Gymnasium and Track	7/25/2016 9:21 AM
3	New fitness studio space New fitness equipment space	7/25/2016 9:18 AM
4	Gym/Track	7/25/2016 9:16 AM
5	None	7/25/2016 9:13 AM
6	New AC and more room for equipment	7/25/2016 9:12 AM
7	Lobby Core plans	7/24/2016 8:20 PM
8	Better air conditioning in each area	7/23/2016 10:16 PM
9	need additional exercise studio space. However the yoga room show is much too small and new design is smaller than current second floor studio.	7/23/2016 5:25 PM
10	New indoor Spa & upgrades of any type to gym. (Especially the upper floor weight lifting areas)	7/23/2016 4:54 PM
11	We need new HVAC system.	7/23/2016 2:37 PM
12	The upgrades to the indoor pool	7/23/2016 11:10 AM
13	none	7/23/2016 10:27 AM
14	New gym	7/22/2016 10:43 PM
15	Flex room	7/22/2016 10:11 PM
16	Pool shade and family changing rooms.	7/22/2016 10:07 PM
17	The addition of family changing areas	7/22/2016 9:36 PM
18	Hvac repair, locker room remodeling	7/22/2016 8:04 PM
19	I like the extra space and open air feeling in the lobby and core building.	7/22/2016 5:45 PM
20	more room for fitness classes	7/22/2016 5:41 PM
21	Better use of space--more classrooms that can be used for many purposes	7/22/2016 5:26 PM
22	This plan was developed by the Council Members and not presented for vote by the people of Addison. Please let me and the residents of Addison if this is going to be a decision made by the Council or put to vote to the residents of Addison (or at least those Addisonians who attend the Addison Athletic Club). Thank you.	7/22/2016 4:22 PM
23	refreshing of aging mechanical infrastructure	7/22/2016 4:05 PM
24	pool/spa.	7/22/2016 4:01 PM
25	HVAC system upgrade and lobby/core upgrades	7/22/2016 3:57 PM
26	Exercise facilities, indoor/outdoor swimming pools areas.	7/22/2016 3:35 PM
27	upgrade and maintain existing facility.	7/22/2016 2:54 PM
28	The proposed upgrade of family locker facilities to accommodate families like ours with special needs.	7/22/2016 2:26 PM
29	HVAC Windows in the gym	7/22/2016 2:13 PM
30	AC	7/22/2016 2:10 PM
31	Like them all	7/22/2016 2:09 PM
32	AC Locker Rooms	7/22/2016 2:03 PM
33	HVAC Indoor Spa	7/22/2016 1:57 PM

## 2016 Athletic Club Master Plan

34	HVAC system Lobby/core bldg	7/22/2016 1:54 PM
35	New AC and updated look	7/22/2016 1:51 PM
36	New HVAC unit	7/22/2016 1:26 PM
37	Better Cooling System	7/22/2016 12:24 PM
38	elimination of handball courts	7/22/2016 12:17 PM
39	Hvac	7/22/2016 11:58 AM
40	Updates to track/gymnasium and changes to HVAC.	7/22/2016 11:29 AM
41	equipment upgrades	7/22/2016 11:23 AM
42	New bathrooms	7/22/2016 11:21 AM
43	upgrades in general	7/22/2016 11:17 AM
44	HVAC upgrade	7/22/2016 11:16 AM
45	Indoor pool upgrade	7/22/2016 10:42 AM
46	None- the addison HOMEOWNERS cannot afford this -there is a 38 million bill to be paid for midway rd improvements	7/22/2016 10:22 AM
47	More space for fitness/yoga classes. Updated reception area & locker rooms.	7/22/2016 10:06 AM
48	Fixing air	7/22/2016 10:06 AM
49	Track improvements HVAC upgrades	7/22/2016 10:04 AM
50	Do not want dues or down time of gym use	7/22/2016 9:54 AM
51	refreshed felling at the club	7/22/2016 9:51 AM
52	None of it cost to much	7/22/2016 9:49 AM
53	New Ac	7/22/2016 9:48 AM
54	Improving the HVAC. New gym equipment and weights. shade at the pool. Cafe.	7/22/2016 9:45 AM
55	none	7/22/2016 9:42 AM
56	none	7/22/2016 9:40 AM
57	none, tax money wasted	7/22/2016 9:39 AM
58	none	7/22/2016 9:38 AM
59	New Locker Rooms	7/22/2016 9:36 AM
60	Spa	7/22/2016 9:35 AM
61	Gym Locker rooms	7/22/2016 9:32 AM
62	Improve HVAC system only!	7/22/2016 9:28 AM
63	Locker rooms Exercise Equipment	7/22/2016 9:26 AM
64	New dedicated yoga room	7/22/2016 9:24 AM
65	Nothing	7/22/2016 9:22 AM
66	updated HVAC system, new exercise equipment and updated locker/shower areas	7/22/2016 9:18 AM
67	Locker room changes and multi-use room.	7/22/2016 9:06 AM
68	Expanding the space for the weight room. Updating the Gym and track.	7/22/2016 9:04 AM
69	The family changing rooms	7/22/2016 9:01 AM

## 2016 Athletic Club Master Plan

70	Nothing really! Athletic center as it stands is one of the best in the area...we do not need a country club athletic center. We own (6) homes in Addison and our property taxes have gone through the roof due to unnecessary showy projects but less police protection seen in our area, weeds growing so high behind our properties on Addison property we have to call several times several times, as we do for brush,limbs pickup....seems to be less service and more glitz these days. Have been a home owner since mid 80's and our roads have never been t this bad and you are talking about upgrading a rec center.....not a smart move....get your proprieties right.	7/22/2016 8:58 AM
71	Increasing class room space	7/22/2016 8:54 AM
72	Refresh of some of the outdated parts of the Addison Athletic Club.	7/22/2016 8:52 AM
73	New spa, dedicated yoga space and concept of 2nd floor above existing racquetball courts and lobby (with caveat of keeping one racquetball court).	7/22/2016 8:48 AM
74	I use the club approximately 3 times per week. The men's showers, restrooms, and sink areas are so out of date and unclean. I'd like to see this as a priority.	7/22/2016 8:48 AM
75	Shade outside at the pool! And a new open lobby area.	7/22/2016 8:24 AM
76	outdoor pool shade structure, adding space for more group exercise classes	7/22/2016 8:13 AM
77	Updating the HVAC.	7/22/2016 8:13 AM
78	Updating the HVAC.	7/22/2016 8:13 AM
79	Fixing the locker rooms	7/22/2016 8:12 AM
80	Indoor Pool Upgrades	7/22/2016 7:50 AM
81	track changes	7/22/2016 7:46 AM
82	Necessary maintenance items including HVAC and track upgrades and potential for adding section for kids older than 7.	7/22/2016 7:44 AM
83	Upgraded space for cardio equipment and much much needed upgraded locker facilities. Also, a welcome area	7/22/2016 7:29 AM
84	Better HAVAC	7/22/2016 7:24 AM
85	Improving air conditioning and renovating pool.	7/21/2016 11:23 PM
86	The HVAC unit	7/21/2016 11:22 PM
87	the modern look and feel is needed. im very excited about most of the elements..	7/21/2016 8:01 PM
88	Additional work out machines	7/21/2016 6:53 PM
89	Gymnasium and track improvements	7/21/2016 5:40 PM
90	no	7/21/2016 4:31 PM
91	outdoor pool shade and eliminating racquetball courts.	7/21/2016 4:30 PM
92	lobby	7/21/2016 4:30 PM
93	hvac, lobby and multi-use rooms	7/21/2016 4:27 PM
94	getting rid of rball courts, sauna and steam.	7/21/2016 4:25 PM
95	the changing suites are important for families with children and seniors who are disables.	7/21/2016 4:24 PM
96	maintenance.	7/21/2016 4:21 PM
97	n/a	7/21/2016 4:20 PM
98	track and lobby	7/21/2016 4:16 PM
99	gym track	7/21/2016 4:15 PM
100	outdoor pool upgrades	7/21/2016 4:14 PM
101	none	7/21/2016 4:13 PM
102	MORE EXERCISE ROOM FOR CLASSES	7/21/2016 3:31 PM
103	another exercise room.	7/21/2016 3:25 PM
104	the updated lobby and the multi use rooms	7/21/2016 3:12 PM
105	additional exercise rooms.	7/21/2016 3:08 PM

## 2016 Athletic Club Master Plan

106	hvac	7/21/2016 3:02 PM
107	hvac upgrade. gym and track	7/21/2016 3:01 PM
108	improving the air conditioning! AC has never been adequate in the east wing since it was built.	7/21/2016 2:58 PM
109	more bathroom ADA friendly.	7/21/2016 2:55 PM
110	getting rid of racquetball courts and updating the lobby/core building. Our current layout is super outdated, we definitely need some upgrades!! Super excited about the possibility of this remodel	7/21/2016 2:46 PM
111	exercise room	7/21/2016 2:18 PM
112	outdoor pool upgrades.	7/21/2016 2:16 PM
113	pool upgrades, locker rooms and multi-use room.	7/21/2016 2:06 PM
114	upgrade locker room-mens	7/21/2016 2:03 PM
115	outdoor shade and gazebo at the pool.	7/21/2016 2:01 PM
116	hvac	7/21/2016 1:58 PM
117	no need for this	7/21/2016 1:56 PM
118	waste of money	7/21/2016 1:53 PM
119	none! the club is fine like it is	7/21/2016 1:51 PM
120	none	7/21/2016 1:47 PM
121	new HVAC system and updates to building larger fitness studios and fitness personal room	7/21/2016 1:45 PM
122	gym/exercise upgrades.	7/21/2016 1:42 PM
123	more shade in outdoor pool area. updating locker rooms would be nice, but let's not go overboard- we don't need luxury.	7/21/2016 1:40 PM
124	2nd floor space above lobby and new lobby/1st floor space	7/21/2016 1:12 PM
125	hvac	7/21/2016 1:04 PM
126	yoga room	7/21/2016 12:53 PM
127	better HVAC and more open space	7/21/2016 12:48 PM
128	removal of rball courts	7/21/2016 12:41 PM
129	new fitness spot	7/21/2016 12:27 PM
130	shade for outdoor pool	7/21/2016 12:25 PM
131	none	7/21/2016 12:21 PM
132	Increased space for fitness equipment. Upgrade Spa.	7/21/2016 12:19 PM
133	outdoor and indoor pool upgrades	7/21/2016 12:16 PM
134	new fitness spot.	7/21/2016 9:58 AM
135	locker room upgrades	7/21/2016 9:48 AM
136	indoor pool	7/21/2016 9:45 AM
137	i love the look of the new multi use room	7/21/2016 9:41 AM
138	upgraded equipment	7/21/2016 9:30 AM
139	game room & child watch.	7/21/2016 9:25 AM
140	HVAC system. That's it.	7/21/2016 9:14 AM
141	Family changing room, more exercise space.	7/21/2016 9:05 AM
142	Must do items: HVAC, elevator	7/21/2016 8:38 AM
143	Lobby / core building	7/20/2016 11:12 PM
144	Don't see need to expand	7/20/2016 11:10 PM



## 2016 Athletic Club Master Plan

145	Family locker rooms will keep mommas with little boys OUT of the ladies locker room. Also, good to upgrade HVAC to Texas heat standards.	7/20/2016 10:53 PM
146	the updated AC	7/20/2016 7:28 PM
147	Indoor pool upgrades	7/20/2016 6:24 PM
148	HVAC, Pool shade	7/20/2016 6:05 PM
149	More meeting space	7/20/2016 5:52 PM
150	New updated cardio equipment	7/20/2016 3:44 PM
151	Yoga studio	7/20/2016 3:26 PM
152	hvac	7/20/2016 3:05 PM
153	ac	7/20/2016 3:01 PM
154	heating ac	7/20/2016 3:00 PM
155	upgrades with HVAC and out door pool area	7/20/2016 2:57 PM
156	ac and gym upgrades	7/20/2016 2:55 PM
157	new hvac renovated showers	7/20/2016 2:53 PM
158	Upper area, above lobby.	7/20/2016 2:53 PM
159	none	7/20/2016 2:50 PM
160	child watch, new exercise rooms/fitness center lofts, cafe	7/20/2016 2:42 PM
161	new gym equipment	7/20/2016 2:38 PM
162	new lobby area, larger fitness classrooms.	7/20/2016 2:36 PM
163	none! is money like water? we are not plano or Allen TX	7/20/2016 2:33 PM
164	meeting room/kitchen?? pool indoor and outdoor. locker room layout.	7/20/2016 2:32 PM
165	locker rooms	7/20/2016 2:27 PM
166	over all new look	7/20/2016 2:24 PM
167	extra space	7/20/2016 2:22 PM
168	locker rooms	7/20/2016 2:20 PM
169	overall just the modernization of the facility	7/20/2016 2:16 PM
170	nothing	7/20/2016 2:14 PM
171	none, keep rball courts	7/20/2016 2:12 PM
172	general update, improvement of fitness experiences.	7/20/2016 2:10 PM
173	additional exercise class space	7/20/2016 2:07 PM
174	The newness the changes will make.	7/20/2016 1:57 PM
175	The lobby and indoor pool upgrades.	7/20/2016 1:48 PM
176	More flexible function space/lobby.	7/20/2016 12:53 PM
177	Increased footprint of the children's center and the addition of a game room for older children. Plus the increase of multipurpose room space.	7/20/2016 12:23 PM
178	extra fitness/yoga room. Hopefully you can have more classes in the evening. I also like the new stretching and balance area	7/20/2016 12:12 PM
179	Indoor pool and spa upgrades	7/20/2016 12:08 PM
180	Family bathroom and shade for outside pool	7/20/2016 12:04 PM
181	Family bathroom and shade for outside pool	7/20/2016 12:00 PM
182	additional exercise space repairs that reduce cost.	7/20/2016 10:51 AM

## 2016 Athletic Club Master Plan

183	I think the upgrades are good, especially to the locker rooms- they are old and smelly and not taken care of as they should be for cleanliness	7/20/2016 10:40 AM
184	necessary repairs. new exercise studio rooms- badly needed.	7/20/2016 10:34 AM
185	upgrades to lobby are nice, indoor pool needs it.	7/20/2016 10:09 AM
186	eye appeal	7/20/2016 10:05 AM
187	locker room updates.	7/20/2016 9:42 AM
188	Shade for outdoor space. We love being outdoors but Texas heat is so bad ??	7/20/2016 9:37 AM
189	Flexible rooms and new changing rooms	7/20/2016 9:29 AM
190	HVAC upgrade	7/20/2016 8:46 AM
191	updated locker rooms and showers; new programmable spaces for cross fit & other multi-use; more yoga & exercise flexible spaces; better track & indoor spa;	7/20/2016 12:16 AM
192	New gym, locker rooms and indoor pool upgrade.	7/19/2016 8:42 PM
193	I'd rather have these funds refunded to the tax payers than spent on renovation.	7/19/2016 8:25 PM
194	New lobby	7/19/2016 6:48 PM
195	Modern updated look makes the Addison Club as nice as competitive gyms	7/19/2016 4:46 PM
196	HVAC, Multi Use Room	7/19/2016 4:08 PM
197	The master plan doesn't discuss the new spa addition at all...? Closing the second floor for extra square footage would be nice. Integrating an upper level viewing deck for racquetball I think could generate some extra interest for current members.	7/19/2016 2:52 PM
198	separate showers more free weights more treadmills and more ellipticals.	7/19/2016 1:14 PM
199	not really sure what's better. maybe the gym	7/19/2016 1:09 PM
200	i wish we could do it all	7/19/2016 1:06 PM
201	new equipment	7/19/2016 1:04 PM
202	HVAC multi-use room	7/19/2016 12:59 PM
203	NEW AC FOR UPSTAIRS	7/19/2016 12:58 PM
204	AC only, nothing else needed.	7/19/2016 12:57 PM
205	none	7/19/2016 12:53 PM
206	locker and spa upgrades	7/19/2016 12:52 PM
207	new equipment more lively colors (our current interior is out dates- looks so old)	7/19/2016 12:47 PM
208	ac	7/19/2016 12:43 PM
209	Keep steam room and sauna	7/19/2016 12:29 PM
210	Improve A/C More exercise rooms More places for racquetball	7/19/2016 12:25 PM
211	Don't have any.	7/19/2016 11:03 AM
212	New A/c	7/19/2016 10:45 AM
213	I really like all parts	7/19/2016 10:30 AM
214	new fitness loft and running track	7/19/2016 9:30 AM
215	I	7/19/2016 6:47 AM
216	Improvement n the outdoor pool.	7/18/2016 11:00 PM
217	ADA accessibility/family changing areas & lobby/core bldg improvements	7/18/2016 9:50 PM
218	dealing with the A/C issue, a new system will probably save on utility bill. The club is already modern and practical. Keeping equipment maintained and replaced is 2nd thing.	7/18/2016 9:34 PM
219	New equipment and track.	7/18/2016 8:42 PM

## 2016 Athletic Club Master Plan

220	I like all of it	7/18/2016 7:22 PM
221	making it colder in summer	7/18/2016 5:27 PM
222	exercise room	7/18/2016 5:20 PM
223	exercise	7/18/2016 5:19 PM
224	New HVAC, new painting & carpet, Indoor pool upgrades & maybe Multi purpose to better utilize the library and downstairs multipurpose rooms for exercise classes	7/18/2016 4:19 PM
225	Bigger room for classes and better AC Shade area	7/18/2016 4:06 PM
226	Making good the facility as it stands. Improving ventilation. Emphasis on relaxation as well as exercise	7/18/2016 3:36 PM
227	new indoor spa	7/18/2016 3:22 PM
228	Upgrade to HVAC and the addition of fitness rooms	7/18/2016 3:18 PM
229	hvac	7/18/2016 3:17 PM
230	youth oriented programming and equipment	7/18/2016 3:13 PM
231	bigger multi use room	7/18/2016 3:10 PM
232	individual showers in mens locker room	7/18/2016 3:05 PM
233	leave child care as is	7/18/2016 3:02 PM
234	upgraded indoor pool and more space for treadmills and weights	7/18/2016 2:45 PM
235	spa-assuming sauna and steam rooms. new lockers	7/18/2016 2:45 PM
236	Family Locker Rooms.	7/18/2016 2:36 PM
237	Heating & Air	7/18/2016 2:33 PM
238	Skylights in the Gymnasium	7/18/2016 2:29 PM
239	gym/track	7/18/2016 2:15 PM
240	New equipment, more space, track area.	7/18/2016 2:13 PM
241	expanded exercise loft	7/18/2016 2:12 PM
242	Spa upgrades	7/18/2016 2:08 PM
243	expanded exercise loft.	7/18/2016 2:04 PM
244	Indoor pool and locker room need good maintenance.. They are very worn down currently.	7/18/2016 1:58 PM
245	replacing HVAC	7/18/2016 1:55 PM
246	air conditioning and fitness areas with new equipment, also shade for the pool.	7/18/2016 1:52 PM
247	new HVAC and new equipment	7/18/2016 1:50 PM
248	Indoor and outdoor pool upgrades	7/18/2016 1:44 PM
249	HVAC	7/18/2016 1:42 PM
250	General upgrading of the facility	7/18/2016 1:41 PM
251	new AC	7/18/2016 1:40 PM
252	I love the new lobby that opens up to the pool and features a cafe. Side note, it would be nice if the pool area was open year round - it's a really pretty space that's nice to enjoy even if you're not swimming.	7/18/2016 1:36 PM
253	A/C	7/18/2016 1:28 PM
254	Flexible design that can be used for multiple new classes or activities	7/18/2016 1:26 PM
255	Maximizing use of space and improving HVAC	7/18/2016 1:25 PM
256	locker rooms and showers	7/18/2016 1:20 PM
257	fixing HVAC	7/18/2016 1:17 PM
258	2 ping pong tables and more yoga space	7/18/2016 1:14 PM

## 2016 Athletic Club Master Plan

259	HVAC and outdoor pool shade.	7/18/2016 1:10 PM
260	better use of existing space	7/18/2016 1:07 PM
261	outdoor pool shade structure	7/18/2016 1:05 PM
262	pool	7/18/2016 1:01 PM
263	none/ waste of money	7/18/2016 12:51 PM
264	improved kids area and more space	7/18/2016 12:48 PM
265	the modern look	7/18/2016 12:44 PM
266	the modern look	7/18/2016 12:44 PM
267	Upgraded Gym	7/18/2016 12:34 PM
268	gym	7/18/2016 12:25 PM
269	Nothing	7/18/2016 12:22 PM
270	Locker room improvements	7/18/2016 12:16 PM
271	More workout equipment	7/18/2016 8:06 AM
272	New spa, updates to gym	7/17/2016 11:18 PM
273	Increasing the sf and making more aerobic/fitness rooms.	7/16/2016 9:35 PM
274	Increasing the sf and making more aerobic/fitness rooms.	7/16/2016 9:34 PM
275	HVAC AND GYMNASIUM & TRACK UPGRADES.	7/16/2016 6:38 PM
276	Family Locker Rooms and Multi-Purpose Room. I have a 5 year old who is not allowed to use the women's restroom and I do not feel comfortable sending him into the men's room alone. Therefore we are constantly having to interrupt staff members and request to use the employee/childcare bathroom. I love the multi-purpose room because it provides an area for school aged children. My son is about to age out of the childcare area but won't be old enough to work out with me until he is 15.	7/16/2016 11:27 AM
277	I love the family changing areas which has been a challenge when my wife has my son at the club.	7/16/2016 11:04 AM
278	Updated lobby, shade around pool	7/16/2016 10:41 AM
279	multi-use room	7/16/2016 10:07 AM
280	A/C Upgrade	7/16/2016 9:58 AM
281	improved indoor pool and spa	7/16/2016 9:56 AM
282	As a dad (who doesn't care to swim) with two kids who love to swim... please (for the love of all things holy) bring on the shade.	7/16/2016 9:46 AM
283	New lobby and core area	7/16/2016 8:49 AM
284	Like the open space	7/15/2016 9:31 PM
285	more square footage, more options for classes	7/15/2016 9:27 PM
286	Lots of modern updates.	7/15/2016 6:49 PM
287	My favorite part of the new Master Plan is the increased space upstairs for fitness equipment.	7/15/2016 6:28 PM
288	Improve lobby and locker rooms	7/15/2016 6:10 PM
289	Overall improvements	7/15/2016 5:03 PM
290	None.	7/15/2016 4:43 PM
291	That you are asking members for their opinion I like the idea of a sitting area in the locker room	7/15/2016 4:37 PM
292	The walking track with skylights, new locker rooms, the new lobby, freshen up of inside pool area, shade covering over outside pool area, and new HVAC	7/15/2016 4:35 PM
293	I like the idea of upgrading the existing AC Units. Along with upgrading the exterior look of the building.	7/15/2016 4:29 PM
294	hvac	7/15/2016 4:27 PM
295	My most favorite is that thought was given to the future and a Master Plan developed for future needs.	7/14/2016 6:19 PM

## 2016 Athletic Club Master Plan

296	a/c, heating. Apparently the roof leaks are not in this plan.	7/14/2016 5:00 PM
297	Redoing the entry area to hopefully be more welcoming and useful	7/14/2016 2:11 PM
298	there was a picture of a rock slide in some of the mock ups, that is very exciting, the larger child care area is exciting, and I am hoping this would mean that children older than 8 would be allowed to start attending...once the kids turn 8 there they are not allowed in the child care area, and there are not many programs for that age group.	7/13/2016 5:32 PM
299	More flexible rooms to adapt to additional classes and trends .	7/13/2016 5:21 PM
300	Improved Air Conditioning.	7/13/2016 4:24 PM
301	The AC .... & then new lobby & 2nd story additional floor space 4 more aerobic equipment..	7/13/2016 4:20 PM
302	Just a new look, more inviting.	7/13/2016 3:20 PM
303	Heating ventilation and air conditioning Outdoor pool shade structure and patio	7/13/2016 12:40 PM
304	More space for everyone	7/13/2016 12:14 PM
305	gymnasium indoor pool upgrade	7/13/2016 12:13 PM
306	Nothing	7/13/2016 11:59 AM
307	family changing rooms new HVAC Overall I think plan is well thought out	7/13/2016 11:48 AM
308	Improved locker rooms	7/13/2016 11:24 AM
309	It's a tie: Improved locker rooms AND improved childwatch area.	7/13/2016 11:13 AM
310	We do need to upgrade HVAC	7/13/2016 10:08 AM
311	Outdoor pool upgrades & more room/machines in exercise area	7/13/2016 9:54 AM

2016 Athletic Club Master Plan

**Q8 What are your least favorite elements of the Master Plan?**

Answered: 306 Skipped: 93

#	Responses	Date
1	Indoor Spa	7/25/2016 9:24 AM
2	Indoor Pool upgrades	7/25/2016 9:21 AM
3	Lobby	7/25/2016 9:16 AM
4	Cost	7/25/2016 9:13 AM
5	Locker Room is fine no need to spend \$ on it	7/25/2016 9:12 AM
6	spa	7/23/2016 10:16 PM
7	1)overall plan is too expensive and wasteful. It does not appear any attempt was made to use building, as configured to keep reno costs down 2) private offices for staff and trainers 3) family locker rooms, and larger childcare area 4) game room, lounge & cafe - completely unnecessary and this space is several times larger than yoga room 5) the addition of 50 NEW pieces of equipment... are you kidding??? Why when most equipment sits idle all day! 6) the entire new annex was added several years back, now even more equipment is encroaching into the lobby area for the men. And yet, the exercise classes heavily used by women members continue to get no relief! 7) I do not understand why any thought would be given to spending more money on the outdoor pool, when it is only used 25% of the year (more poor planning by prior city manager). The ducks get more use out of it than then members. 8) I actually am strongly opposed to ALL upgrades, except the HVAC, but the survey would not let me reflect that answer. Survey seems to be designed to make you say you support something when if fact, I do not. Same applies to Quest #11, my answer is definitely no to both, but survey would not allow me to give same answer on both questions. Online survey does not allow residents to give answers they want.	7/23/2016 5:25 PM
8	Pool upgrades (especially indoor) & locker room.	7/23/2016 4:54 PM
9	I don't think the aesthetic upgrades are necessary. Keep it fiscal. Do not take all the racquetball courts. Keep 2.	7/23/2016 2:44 PM
10	Very costly. I would be strongly opposed to anything which might cause annual fees or added taxes. The current club design is functional.	7/23/2016 2:37 PM
11	The elimination of the steam rooms/saunas	7/23/2016 11:10 AM
12	Why are all of the racquetball courts being eliminated?	7/23/2016 10:27 AM
13	cost	7/22/2016 10:43 PM
14	Lobby	7/22/2016 10:11 PM
15	No racquetball court. Just need one.	7/22/2016 10:07 PM
16	removal of racquetball courts	7/22/2016 9:36 PM
17	New indoor spa and outside pool shade	7/22/2016 8:04 PM
18	I think it would be a big mistake to get rid of all the racquetball courts. The courts can be used for everything, volley ball, handball, squash, wallyball, personal training.	7/22/2016 5:45 PM
19	spa	7/22/2016 5:41 PM
20	Lobby plans	7/22/2016 5:26 PM
21	I want to know who will decide this: the people of Addison or the Council members.	7/22/2016 4:22 PM
22	The Cost	7/22/2016 4:01 PM
23	Emphasis on elements that I don't care about and wouldn't use. Time to implement and the club being a construction site in the interim.	7/22/2016 4:01 PM
24	Outdoor shade are....but I don't use the outdoor pool.	7/22/2016 3:57 PM
25	Lobby improvements...	7/22/2016 3:35 PM
26	Expense	7/22/2016 3:03 PM

## 2016 Athletic Club Master Plan

27	Don't need more than one family changing room. Don't need more lounging areas or fancy locker room upgrades. Fix what does not work. Keep at least one racketball court.	7/22/2016 2:54 PM
28	Gymnasium/track	7/22/2016 2:26 PM
29	Removal of the racquetball courts	7/22/2016 2:13 PM
30	elimination of steam room	7/22/2016 2:09 PM
31	Missing sauna and steam room	7/22/2016 2:01 PM
32	Outdoor pool shade	7/22/2016 1:59 PM
33	Looby/core gym/track	7/22/2016 1:57 PM
34	Outdoor Pool Indoor Pool	7/22/2016 1:54 PM
35	Elimination of the steam room and sauna. Please keep them but update and keep sanitary.	7/22/2016 1:51 PM
36	Some improvements are needed but the Master Plan is TOO MUCH and unnecessary	7/22/2016 1:26 PM
37	Outdoor pool shade and Structure patio	7/22/2016 12:24 PM
38	amount of spending for entrance way	7/22/2016 12:17 PM
39	Elimination of racketball courts.	7/22/2016 11:58 AM
40	Changes to locker rooms. Family lockers are not needed at this time. Mens locker room is at capacity during peak hours so making it smaller is a very bad idea.	7/22/2016 11:29 AM
41	wood floors	7/22/2016 11:23 AM
42	Getting rid of all the racquetball courts, does this fix the hvac in gym so that we can play volleyball?	7/22/2016 11:21 AM
43	I'm just learning to play racquetball with my boyfriend, I would like for the courts to remain	7/22/2016 11:17 AM
44	Why eliminate racquetball courts	7/22/2016 11:16 AM
45	I come to addison to visit a friend and sometime we play racquetball and I enjoy it very much. I would be disappointed if that went away	7/22/2016 10:54 AM
46	Eliminating the steam rooms & saunas is a big mistake. It's the best thing for my sinuses.	7/22/2016 10:50 AM
47	Multi use room	7/22/2016 10:42 AM
48	spending too much money (give the money back to citizens in form of tax refund)- why such a huge admin expansion?	7/22/2016 10:10 AM
49	Outdoor pool.	7/22/2016 10:06 AM
50	Spending money on things not really needed That don't change the functionality	7/22/2016 10:06 AM
51	Do not need upgrades like this	7/22/2016 9:56 AM
52	don't need upgrades	7/22/2016 9:54 AM
53	do not understand why the library and family changing rooms are needed	7/22/2016 9:51 AM
54	Locker rooms	7/22/2016 9:48 AM
55	yoga room	7/22/2016 9:46 AM
56	Track. Indoor pool.	7/22/2016 9:45 AM
57	none	7/22/2016 9:42 AM
58	none	7/22/2016 9:40 AM
59	none	7/22/2016 9:39 AM
60	to much \$	7/22/2016 9:38 AM
61	Removing the racquetball courts and steam room/sauna	7/22/2016 9:36 AM
62	Locker Room	7/22/2016 9:35 AM
63	Do not see racquetball courts anymore? This sucks!!	7/22/2016 9:31 AM
64	Too many improvements	7/22/2016 9:30 AM

## 2016 Athletic Club Master Plan

65	All the other recommended changes. No pressing need to 'upgrade' or change existing facilities. Definitely don't change the current locker rooms.	7/22/2016 9:28 AM
66	HVAC	7/22/2016 9:26 AM
67	Do we really need to do anything to the indoor track	7/22/2016 9:24 AM
68	The excessive cost	7/22/2016 9:22 AM
69	To costly, pay off other projects first	7/22/2016 9:20 AM
70	I have no interest in the swimming pools	7/22/2016 9:18 AM
71	Removal of the steam rooms.	7/22/2016 9:06 AM
72	I don't really use the cafe or lounge but I think it's for children's programs in the Summer. I feel like they are right in the middle of the building. I don't like that we are getting rid of the racquetball courts/current multi-space rooms that include free weights and other exercise equipment. There is not enough space to lift upstairs.	7/22/2016 9:04 AM
73	removing racquetball court	7/22/2016 9:01 AM
74	Eliminating steam TMS,saunas,racquetball courts, lobby is perfectly fine as is.....if Addison has so much money spend it on midway road which is a mess and has been promised for years..seems like money is spent on show rather than needed repair projects these past few years	7/22/2016 8:58 AM
75	Locker rooms	7/22/2016 8:54 AM
76	Overall cost. Eliminating steam room, sauna and all racquetball courts! Expanding inside pool deck. See additional comments below under question 10.	7/22/2016 8:48 AM
77	elimination of racquetball courts	7/22/2016 8:13 AM
78	I do not understand the whole lobby renovation. While it is beautiful, that is a large sum of money to spend for something that is not a problem. The utilization of the club will not be enhanced because of this change, and from what I see you are eliminating the racquetball courts.	7/22/2016 8:13 AM
79	I do not understand the whole lobby renovation. While it is beautiful, that is a large sum of money to spend for something that is not a problem. The utilization of the club will not be enhanced because of this change, and from what I see you are eliminating the racquetball courts.	7/22/2016 8:13 AM
80	Not enough going to the gym and horrible track	7/22/2016 8:12 AM
81	Additional Children Play Equipment at the Outdoor Pool.	7/22/2016 7:50 AM
82	locker room changes.	7/22/2016 7:46 AM
83	Removing racquetball courts, shade structure for outdoor pool. People can only access baby pool from that shade structure. You can't keep an eye on kids swimming in either of the bigger pools.	7/22/2016 7:44 AM
84	Upgraded spa. Seems to be accommodating to those that use it	7/22/2016 7:29 AM
85	New Indoor Spa	7/22/2016 7:24 AM
86	Family changing area, spa, multiple multi purpose rooms - is there actually a demand for this? Where is your data? Make it public!	7/21/2016 11:23 PM
87	Changing suites, multi-purpose rooms, lounge area in entrance	7/21/2016 11:22 PM
88	the locker room design, seems to reduce the number locker rooms.. if not, then im also ok with it..	7/21/2016 8:01 PM
89	lounge area in locker rooms	7/21/2016 6:53 PM
90	Don't take out the racquetball courts	7/21/2016 5:40 PM
91	Cost	7/21/2016 5:39 PM
92	no	7/21/2016 4:31 PM
93	indoor pool upgrades, love the pool how it is.	7/21/2016 4:30 PM
94	nothing	7/21/2016 4:30 PM
95	no	7/21/2016 4:27 PM
96	the spa	7/21/2016 4:24 PM
97	everything else	7/21/2016 4:21 PM



## 2016 Athletic Club Master Plan

98	cost	7/21/2016 4:20 PM
99	rball	7/21/2016 4:18 PM
100	lobby	7/21/2016 4:14 PM
101	what it will cost	7/21/2016 4:13 PM
102	-family locker rooms -game room -cafe/lounge -new offices for staff and trainers -expanded childcare -failure to use existing layout to keep costs down	7/21/2016 3:31 PM
103	yoga room too small or smaller than a game room!! no cafe/lounge(STUPID!) no expanded day care and for whom?! only 20 kids in addition. No offices for staff! why?! they need to be seen-use existing space in back.	7/21/2016 3:25 PM
104	nothing-everything looks great!	7/21/2016 3:12 PM
105	a. yoga room is smaller than game room AND existing 2nd floor room b. family locker rooms, game room, cafe/lounge; expanded daycare c. new offices for staff-too big. They don't use current back office space. d. failure to present a plan that uses existing floor plan as much as possible, to keep costs down.	7/21/2016 3:08 PM
106	spending too much money for not needed changes.	7/21/2016 3:02 PM
107	locker room upgrade	7/21/2016 3:01 PM
108	outdoor pool shade new indoor spa, indoor pool upgrade, locker rooms, changing suites, gym track, lobby/core	7/21/2016 2:58 PM
109	nothing. love it all!	7/21/2016 2:55 PM
110	none	7/21/2016 2:46 PM
111	locker rooms.	7/21/2016 2:18 PM
112	locker room changes.	7/21/2016 2:16 PM
113	the 2.7 m price tag on the lobby upgrade, really???	7/21/2016 2:03 PM
114	indoor spa.	7/21/2016 2:01 PM
115	it is much more than we need.	7/21/2016 1:58 PM
116	no sauna/steam rooms	7/21/2016 1:53 PM
117	closure/cost	7/21/2016 1:51 PM
118	the cost	7/21/2016 1:47 PM
119	please keep the rball courts-atleast 2- I use it regularly. I also use sauna and steam room. Please keep if possible	7/21/2016 1:45 PM
120	we love the rball court and used them often.	7/21/2016 1:42 PM
121	updating gym and track	7/21/2016 1:40 PM
122	locker room/changing suites-somehow families have worked this out for the last 30 years.	7/21/2016 1:34 PM
123	too much locker room space	7/21/2016 1:12 PM
124	don't see any rball courts in new plan	7/21/2016 1:04 PM
125	locker room reconfiguration loss of rball court! keep one!	7/21/2016 12:53 PM
126	smaller locker room	7/21/2016 12:48 PM
127	keeping the rball courts and steam rooms	7/21/2016 12:41 PM
128	update to lobby	7/21/2016 12:25 PM
129	We are losing the steam room - but not the end of the world.	7/21/2016 12:19 PM
130	indoor spa	7/21/2016 12:16 PM
131	eliminating the rball courts.	7/21/2016 9:58 AM
132	outdoor pool, which is only used 3 months out of the year. lobby-looks fine as is.	7/21/2016 9:48 AM
133	lobby	7/21/2016 9:45 AM
134	I think the current lobby is fine	7/21/2016 9:41 AM
135	spa	7/21/2016 9:39 AM

## 2016 Athletic Club Master Plan

136	steam room and sauna	7/21/2016 9:25 AM
137	Everything except the HVAC system. This is a terrible plan. A waste of money. I dont. know what you are thinking!	7/21/2016 9:14 AM
138	Spa	7/21/2016 8:38 AM
139	I don't like that you are getting rid of the steam rooms and saunas.	7/20/2016 11:12 PM
140	The cost	7/20/2016 11:10 PM
141	Not sure if the locker room space will be adequate. No racquetball courts or sauna.	7/20/2016 10:53 PM
142	I like it all!	7/20/2016 7:28 PM
143	Removal of the racquetball courts. New lounge space and cafe.	7/20/2016 6:24 PM
144	Spa	7/20/2016 5:52 PM
145	do not need a spa it is a waste of money	7/20/2016 3:44 PM
146	Losing the sauna & steam rooms, and having the yoga studio next to the child care room.	7/20/2016 3:26 PM
147	pool shade	7/20/2016 3:05 PM
148	lounge areas relocating sign-in.	7/20/2016 3:01 PM
149	fixing things that are not broken. money! taxes! membership fees!	7/20/2016 3:00 PM
150	multi use room gymnasium and track	7/20/2016 2:57 PM
151	lobby	7/20/2016 2:55 PM
152	i'm a single person so family concerns are less important to me	7/20/2016 2:53 PM
153	Locker rooms. Shrinking down the men's and women's locker rooms tpo much. While the family locker rooms take as much space as the other two combined.	7/20/2016 2:53 PM
154	way too much cost	7/20/2016 2:51 PM
155	all	7/20/2016 2:50 PM
156	classrooms? what are those for?	7/20/2016 2:45 PM
157	locker rooms need to be bigger	7/20/2016 2:42 PM
158	upgrades to outdoor pool.	7/20/2016 2:38 PM
159	removal of rball courts	7/20/2016 2:36 PM
160	new entrance	7/20/2016 2:33 PM
161	coffee bar	7/20/2016 2:32 PM
162	lobby	7/20/2016 2:27 PM
163	none	7/20/2016 2:24 PM
164	no rball	7/20/2016 2:22 PM
165	excessive plans. too much not necessary is being suggested.	7/20/2016 2:20 PM
166	no rball	7/20/2016 2:14 PM
167	no rball courts	7/20/2016 2:12 PM
168	complete eliminations of rball courts	7/20/2016 2:10 PM
169	-overall design is costly and over the top. -plan does not use any of the existing foot print. -expanded staff offices and large second floor restroom not needed! -why 2 classrooms?! one multi use room is plenty! -planto add 50 more pieces of equipment?! - are you kidding me?!	7/20/2016 2:07 PM
170	None	7/20/2016 1:57 PM
171	Multi-use room	7/20/2016 1:48 PM
172	Inefficient re-layout of locker room space. Two busy locker rooms are crammed into the space of one, and the other space (currently men's locker room) is very low density, a few individual rooms. With growing membership, this seems the wrong direction. The small amount of space recovered from the sauna doesn't make up for halving the locker room size.	7/20/2016 12:53 PM

## 2016 Athletic Club Master Plan

173	gymnasium. I've only seen it used for random basketball. Who uses a library at the athletic club?	7/20/2016 12:12 PM
174	Don't fix (waste money) on things that don't need it	7/20/2016 12:08 PM
175	Wasting money on cosmetics	7/20/2016 12:04 PM
176	Wasting money on cosmetics	7/20/2016 12:00 PM
177	-the complete redesign of core building. -no attempt to use existing space where possible. -private offices for all staff-trainers- NO!! -the intent to add 50 new pieces of equipment- why when current is used most of the day. -expanding childcare and family lockerrooms - strongly against this.	7/20/2016 10:51 AM
178	The family changing suites- I do not feel that we need a complete separate area for this.	7/20/2016 10:40 AM
179	1. private offices for trainers/staff 2. expanding childcare room 3. family locker room 4. case, lounge and game room for kids. 5. overall plan to expand and add all new equipment when current equipment is under utilized. 6. new yoga room is smaller than current room on level two	7/20/2016 10:34 AM
180	I can't think of one except \$\$\$-it seems too high.	7/20/2016 10:09 AM
181	cost	7/20/2016 10:05 AM
182	lobby / core building	7/20/2016 9:42 AM
183	Fancy lobby and lounge take up a lot of space	7/20/2016 9:29 AM
184	Lobby Core/Building upgrades.	7/20/2016 8:46 AM
185	new HVAC; cafe; more children's areas; lifeguard room considering the pool is open 3 months and they do have shaded areas to sit it;	7/20/2016 12:16 AM
186	None	7/19/2016 8:42 PM
187	I'd rather have these funds refunded to the tax payers than spent on renovation.	7/19/2016 8:25 PM
188	elimination of rqbball courts	7/19/2016 8:24 PM
189	Where will the dry and wet saunas be?	7/19/2016 6:48 PM
190	Closing the "lobby/core bldg" - leave it open as it is. Taking away pocket of cardio outside library overlooking indoor pool. Taking away current "fitness studio" on 2nd floor.	7/19/2016 4:08 PM
191	No racquetball courts.	7/19/2016 2:52 PM
192	too much money on lobby core, gym and track.	7/19/2016 1:14 PM
193	changing to more kids at the expense of other features.	7/19/2016 1:09 PM
194	too many offices included	7/19/2016 1:06 PM
195	eliminating sauna/steam	7/19/2016 1:04 PM
196	way too much money for as nice of a facility we presently have.	7/19/2016 1:00 PM
197	lobby	7/19/2016 12:59 PM
198	all but HVAC	7/19/2016 12:58 PM
199	everything. Uses our tax dollars to remodel a club that already functions well.	7/19/2016 12:57 PM
200	track upgrades. your bidding is too high!	7/19/2016 12:52 PM
201	it looks great but no money to do it.	7/19/2016 12:43 PM
202	all of it. too much money.	7/19/2016 12:22 PM
203	PLEASE DO NOT REMOVE THE RACQUETBALL COURTS.	7/19/2016 12:10 PM
204	Elimination of steam rooms/sauna. No mention of fixing roof.	7/19/2016 11:03 AM
205	Costs	7/19/2016 10:45 AM
206	Gym,but I don't use it	7/19/2016 10:30 AM
207	lesser racquet ball rooms	7/19/2016 9:30 AM
208	The reduction of locker room space. The loose of the racquetball courts, they are used by Addison firemen. Why would any good athletic club have no steam rooms or saunas?	7/19/2016 6:24 AM

## 2016 Athletic Club Master Plan

209	While it's time for a renovation, this goes too far and is much too expensive. I would encourage a thrifter way when I comes to tax dollars.	7/18/2016 11:55 PM
210	The lobby is a bit dated but looks ok.	7/18/2016 11:00 PM
211	Eliminating the STEAM ROOMS, at least keep a WET steam room. Both steam rooms are used by many. One of the BEST part of the gym. Redoing the dressing rooms is a WASTE of money. They were redone 3 yrs ago. Why getting rid of STEAM ROOM???? Can't they build family changing room some where else. Lots of upheaval and MONEY to accommodate the family changing room bit when club MAINLY used by adults.	7/18/2016 9:34 PM
212	Removing the racket ball courts	7/18/2016 8:42 PM
213	None	7/18/2016 7:22 PM
214	do not use outdoor pool- so not interested in shade	7/18/2016 5:27 PM
215	none	7/18/2016 5:25 PM
216	eliminating racquetball rooms	7/18/2016 5:23 PM
217	lounge space	7/18/2016 5:20 PM
218	lounge space	7/18/2016 5:19 PM
219	Locker rooms/changing suite, lobby/core building, Outdoor pool shade structure, gymnasium & track, New Indoor Spa all not necessary or needed	7/18/2016 4:19 PM
220	Indoor pool and spa	7/18/2016 4:06 PM
221	Expenditure on renovating facilities that are perfectly adequate (locker rooms/lobby)	7/18/2016 3:36 PM
222	outdoor pool shade	7/18/2016 3:22 PM
223	Do not use the outdoor pool so not interested in that. Not certain about the changes to the locker areas. will they still be separate?	7/18/2016 3:18 PM
224	outdoor pool and locker rooms	7/18/2016 3:17 PM
225	closing gym	7/18/2016 3:13 PM
226	full gym shut down	7/18/2016 3:10 PM
227	lobby/core bldg.	7/18/2016 3:05 PM
228	steam rooms and saunas	7/18/2016 2:59 PM
229	locker rooms	7/18/2016 2:56 PM
230	lobby	7/18/2016 2:53 PM
231	do not remove mens spa, steam room and sauna	7/18/2016 2:50 PM
232	family area	7/18/2016 2:45 PM
233	multipurpose room	7/18/2016 2:45 PM
234	Removal of existing Racquetball Courts.	7/18/2016 2:36 PM
235	why are you spending so much for lobby?	7/18/2016 2:33 PM
236	Getting rid of steam rooms or saunas, racquetball courts in favor of the new lobby.	7/18/2016 2:29 PM
237	pool	7/18/2016 2:15 PM
238	No racquetball courts. I play alot, this makes me sad.	7/18/2016 2:13 PM
239	the bathroom style looks out dates	7/18/2016 2:12 PM
240	Lobby	7/18/2016 2:08 PM
241	pool (outside)	7/18/2016 2:04 PM
242	Personal Fitness Room...not sure what this is.	7/18/2016 1:50 PM
243	I don't think any of it is necessary.	7/18/2016 1:48 PM
244	Indoor spa	7/18/2016 1:44 PM
245	lobby/locker room updates. BIG \$!	7/18/2016 1:42 PM

## 2016 Athletic Club Master Plan

246	First floor redesign is less about fitness and more about staff and sitting around. The locker rooms look smaller. I see people using the racquetball courts all of the time and you're proposing eliminating all of them (a fitness activity) to add a café?!!	7/18/2016 1:41 PM
247	n/a it all looks great.	7/18/2016 1:36 PM
248	fix A/C ---the other are over kill ---waste of money--hell its a gym not a country club	7/18/2016 1:28 PM
249	It's very expensive for a town community center that is not used by more than 15% of the people	7/18/2016 1:26 PM
250	Lobby living room feel seems a bit unnecessary	7/18/2016 1:25 PM
251	lobby outside enclosure around pool	7/18/2016 1:20 PM
252	all except #1	7/18/2016 1:17 PM
253	everything else	7/18/2016 1:10 PM
254	unnecessary changes	7/18/2016 1:05 PM
255	multi-use room	7/18/2016 1:01 PM
256	The lobby,outdoor pool and locker rooms.	7/18/2016 12:55 PM
257	lobby core building	7/18/2016 12:51 PM
258	none	7/18/2016 12:48 PM
259	not enough focus on sports training	7/18/2016 12:44 PM
260	not enough focus on sports training	7/18/2016 12:44 PM
261	scale back on lobby cost!	7/18/2016 12:41 PM
262	outdoor pool- don't use	7/18/2016 12:34 PM
263	removal of racquet ball courts	7/18/2016 12:25 PM
264	The fact you are wanting to spend my tax \$	7/18/2016 12:22 PM
265	Eliminating the steam room please keep it	7/18/2016 12:20 PM
266	Lobby area looks ok now	7/18/2016 12:16 PM
267	Family Locker Room	7/18/2016 12:08 PM
268	Cost	7/18/2016 8:06 AM
269	Pumping money into locker rooms. It's a large part of the budget but adds little to the function of the facility as a health and wellness destination.	7/17/2016 11:18 PM
270	Adding/improving spa	7/16/2016 9:35 PM
271	Adding/improving spa	7/16/2016 9:34 PM
272	LOBBY/ CORE BUILDING - CHILD CARE CENTER AND REMOVING RACQUETBALL COURTS. WE DON'T NEED A CHILD CARE CENTER AND I ENJOY THE RACQUETBALL COURTS.	7/16/2016 6:38 PM
273	The spa. It's something we never use.	7/16/2016 11:27 AM
274	I don't use the spa too much so I don't have an opinion.	7/16/2016 11:04 AM
275	high price of the locker rooms	7/16/2016 10:41 AM
276	NA	7/16/2016 10:07 AM
277	removing racquet ball courts	7/16/2016 9:58 AM
278	removing dry saune	7/16/2016 9:56 AM
279	Nothing really	7/16/2016 9:46 AM
280	can't tell but hoping there are still indoor showers and dressing rooms? I always appreciated those when my children were younger and in the childrens center. I still use from time to time.	7/16/2016 8:49 AM
281	Suggest keeping 1 raquet ball court, some of the ideas seem "nice to haves"	7/15/2016 9:31 PM
282	Pools inside and out	7/15/2016 9:27 PM

## 2016 Athletic Club Master Plan

283	1. I don't see ANY racquetball courts in the new plan. 2. Seems like kind overkill for a community athletic center. That money that could be spent elsewhere in the city.	7/15/2016 6:49 PM
284	My least favorite part of the new Master Plan involves the diminishing of the locker rooms. I understand that the locker rooms are not heavily used now, but that is largely because they are dated, so residents avoid them. I also think it is poor planning to allocate so much space to "Family Lockers" at the expense of Mens and Ladies. We all understand that parents with little ones need a place to take care of business, but children are only at the athletic center for occasional camps and babysitting--they are not allowed on the exercise equipment, etc. Therefore, a couple of "Family" restroom stalls should suffice, and the additional locker room space should be allocated to the adults who are the primary users of the gym facilities and need to use locker room facilities to change clothes before/after work, and shower. I've never seen little ones changing out of their work clothes before hitting the treadmill. :)	7/15/2016 6:28 PM
285	none	7/15/2016 5:03 PM
286	elimination of racquetball courts	7/15/2016 4:43 PM
287	It is difficult to understand improvements to locker rooms ~ they look smaller and co-ed?	7/15/2016 4:37 PM
288	The loss of a racquetball court. The new Fitness connection on Trinity Mills built 2 in their space. It is still a relevant sport.	7/15/2016 4:35 PM
289	I do not like the idea of removing the steam rooms and saunas. I would like to see some funds diverted from the classroom upgrades or other areas to improve the steam rooms.	7/15/2016 4:29 PM
290	pool	7/15/2016 4:27 PM
291	I see no need to undertake this expense at this time. As it stands this is an excellent facility as it now exists.	7/14/2016 6:19 PM
292	Roof leaks not included. Not using the roof line in the front (columns) to expand the all-purpose room.	7/14/2016 5:00 PM
293	I never use the lock rooms since I'm local so hard to get excited about so much being spent there.	7/14/2016 2:11 PM
294	The huge expense of the Lobby/Core building modifications.	7/13/2016 5:21 PM
295	Cost	7/13/2016 4:24 PM
296	locker rooms.. I am there almost every day in the morning & again around 4pm & rarely are the steam & sauna rooms not in use... Every one uses them & to give them up for family style rooms which are a huge waste of space & a huge minus for many people.. Maybe 2 enclosed family style restrooms added to the downstairs somewhere would be helpful.	7/13/2016 4:20 PM
297	I don't do anything with the pool, so it's my least.	7/13/2016 3:20 PM
298	all others	7/13/2016 12:40 PM
299	Keep one racquetball court	7/13/2016 12:14 PM
300	lobby / core building	7/13/2016 12:13 PM
301	I cannot believe you are taking the last 2 racquetball courts out. You need to keep at least . Who was part if your focus group? A bunch of senior citizens who have no interest in-ball?	7/13/2016 11:59 AM
302	do we really need rooms for 50 more machines?	7/13/2016 11:48 AM
303	new indoor spa	7/13/2016 11:24 AM
304	It appears that outdoor pool users might be able to walk through/past the family-locker area to access the men's/women's lockers. If so, this seems to reduce the privacy/security that family-locker users need.	7/13/2016 11:13 AM
305	Lobby/Core	7/13/2016 10:08 AM
306	New indoor SPA	7/13/2016 9:54 AM

2016 Athletic Club Master Plan

**Q9 Are there elements you think should be included on the Master Plan that were not listed?**

Answered: 284 Skipped: 115

#	Responses	Date
1	no	7/25/2016 9:21 AM
2	Keep at least 2 of the racquetball courts	7/25/2016 9:18 AM
3	Steam Room, Saunas, and Racquetball	7/25/2016 9:16 AM
4	No	7/25/2016 9:13 AM
5	I would like for the steam rooms to be kept	7/25/2016 9:12 AM
6	Steam room saunas and racquetball are all used daily and should be kept	7/23/2016 10:16 PM
7	I do not think any of the above should be completely eliminated if current adult members want them. The most pressing need is exercise studio space, which so far does not seem to be a priority. The current priority continues to be more rooms and exercise machines that benefit the male members.	7/23/2016 5:25 PM
8	I would greatly miss the steam sauna, but do understand that the cost for upkeep is considerable.	7/23/2016 4:54 PM
9	Not sure if I saw that a free weights section was part of the presentation.. Free weights would be nice.	7/23/2016 2:44 PM
10	Yes. Please retain the racquetball courts, sauna and steam rooms.	7/23/2016 2:37 PM
11	Add back the sauna	7/23/2016 11:10 AM
12	keeping at least one racquetball court	7/23/2016 10:27 AM
13	I don't really play racquetball, but I think you guys should keep the courts for the guys that do use them. 4 courts are probably too many, but I think I see people playing in both courts pretty consistently when I'm here after work, and I think it'd be a shame if they didn't have that anymore. Other guys I play basketball with agree.	7/22/2016 10:43 PM
14	I would like the steam rooms and saunas to remain	7/22/2016 10:11 PM
15	Racquetball court. Juice/smoothie/coffee bar or cart in reception area or outdoor court yard. More inviting or better use of outdoor areas around pool.	7/22/2016 10:07 PM
16	yes, I think the steam rooms, saunas and 2 racquetball courts should stay	7/22/2016 9:36 PM
17	Yes: Retain one or 2 racquetball courts.	7/22/2016 8:04 PM
18	Yes, Racquetball courts should be included in the Master Plan. They need to keep at least 2 racquetball courts.	7/22/2016 5:45 PM
19	no	7/22/2016 5:41 PM
20	no	7/22/2016 5:26 PM
21	none should be included until put to vote by the club members and residents of Addison.	7/22/2016 4:22 PM
22	Replace door from indoor pool to lobby. It has huge gaps with cold air from the lobby streaming into the pool area and makes it impossible to use the indoor pool. Keep saunas and maintain sauna temperature (not about 90F as it is now). Keep reasonable temperature in the lobby and locker rooms, now it's like a meat locker. Keep outdoor pool open longer than just Memorial to Labor Day, we have good enough weather in April and October (lifeguards not necessary).	7/22/2016 4:01 PM
23	Steam rooms, saunas would be appropriate to keep, but if costs were considered high to support keeping them, then they shouldn't be kept.... A play area/small playground by swimming pool outside would be nice...	7/22/2016 3:35 PM
24	no	7/22/2016 2:54 PM
25	Steam & sauna rooms should remain. I don't play racquetball.	7/22/2016 2:26 PM
26	A space for kids older then 7 to hang out while parents work out	7/22/2016 2:13 PM
27	Steam rooms	7/22/2016 2:09 PM

## 2016 Athletic Club Master Plan

28	Steam and Sauna Rooms	7/22/2016 2:03 PM
29	sauna and steam room	7/22/2016 2:01 PM
30	steam room and sauna	7/22/2016 1:57 PM
31	Sauna and steam room	7/22/2016 1:54 PM
32	Elimination of the steam room and sauna. Please keep hem but update and keep sanitary.	7/22/2016 1:51 PM
33	Yes, at least a couple of racquetball courts should stay	7/22/2016 1:26 PM
34	Better Trainers in the facility and more classes for the evening people that work doing the day!!!	7/22/2016 12:24 PM
35	no	7/22/2016 12:17 PM
36	Using the new work out rooms for classes that would appeal to 30-40 year old members.	7/22/2016 11:29 AM
37	Don't like the eliminatinn of all racquetball courts	7/22/2016 11:21 AM
38	Racquetball should be kept, I think.	7/22/2016 11:17 AM
39	we need at least 1-2 racquetball courts Add a cinema room	7/22/2016 11:16 AM
40	Racquetball	7/22/2016 10:54 AM
41	I like the cafe' idea Should retain either steam or sauna	7/22/2016 10:10 AM
42	Steam rooms are a must in any health club locker room!	7/22/2016 10:06 AM
43	Instead of huge locker room changes, I would like one family friendly changing room added.	7/22/2016 10:06 AM
44	no	7/22/2016 10:04 AM
45	Keep sauna, steam room and racquetball courts	7/22/2016 9:56 AM
46	we only need maintains	7/22/2016 9:54 AM
47	no	7/22/2016 9:51 AM
48	no	7/22/2016 9:49 AM
49	windows around the track deeper outdoor pool	7/22/2016 9:46 AM
50	I think raquetball courts are unique and should remain.	7/22/2016 9:45 AM
51	none	7/22/2016 9:42 AM
52	none	7/22/2016 9:40 AM
53	no	7/22/2016 9:39 AM
54	new carpet and paint	7/22/2016 9:38 AM
55	Keep steam room Racquetball courts	7/22/2016 9:32 AM
56	Racquetball!	7/22/2016 9:31 AM
57	Racquetball Courts	7/22/2016 9:30 AM
58	Keep the steam rooms and saunas. Keep but limit the racquetball courts to two.	7/22/2016 9:28 AM
59	Yes, Why do this	7/22/2016 9:22 AM
60	I observe very few women using the steam or sauna, but feel at least the steam room should perhaps be included	7/22/2016 9:18 AM
61	More than one multi-use room.	7/22/2016 9:06 AM
62	Racquetball courts need to be included. At least 1 or 2.	7/22/2016 9:05 AM
63	The multi purpose room is located in an awkward place. I'm assuming members can use this room for exercise? I would like to keep free space downstairs(old racket ball rooms) like we currently have for exercise. There's not enough space upstairs to lift freely and do push-ups all in the same space.	7/22/2016 9:04 AM
64	Racquetball court and child care combined with games so older kids can be watched over too	7/22/2016 9:01 AM
65	No	7/22/2016 8:58 AM
66	no	7/22/2016 8:54 AM



## 2016 Athletic Club Master Plan

67	Get a timer for the water features of the outdoor pool and keep the water features in use when the Athletic Club is in use. The view of the pool is one of the premier features of the athletic club. We need to keep the outdoor pool clean and looking great as it's a premium feature of the athletic club all year long.	7/22/2016 8:52 AM
68	Steam room, sauna and 1 racquetball court	7/22/2016 8:48 AM
69	Updated, upgraded bathrooms, showers, sink areas.	7/22/2016 8:48 AM
70	increase number of group exercise classes, promote classes more - you will lose folks to gyms like Crunch who offer a variety of classes all through the day and evening hours.	7/22/2016 8:13 AM
71	No	7/22/2016 8:13 AM
72	No	7/22/2016 8:13 AM
73	Removing racquetball is a bad plan...must have 2 courts. Ever consider a rock climbing section?	7/22/2016 7:55 AM
74	Additional outdoor tennis courts.	7/22/2016 7:50 AM
75	The track is getting too small as certain times of the day it can be very crowded. It will only get worse with the additional Addison residents. We should take the new residents into consideration now, so we don't have to put money back into things we have just changed. Let's get it right the first time.	7/22/2016 7:46 AM
76	Yes, instead of yoga room on the other side of child watch area, consider adding a fun/study room for kids over age 7. You could have desks, games, puzzles separated with child watch by glass or other transparent wall. This would give kids a safe area to hang out in. Other ways for the AAC to make money on building with upgrades might include : birthday parties, viewing area for firework viewing on roof.	7/22/2016 7:44 AM
77	I would recommend a juice/smoothie/nutrition bar/station. Not only would it be great for members to replenish after intense workouts, but could also be a revenue source, and social environment for members as well	7/22/2016 7:29 AM
78	No	7/22/2016 7:24 AM
79	Steam rooms, sauna and racquetball courts!!!	7/21/2016 11:23 PM
80	Steam rooms, saunas and racquetball courts.	7/21/2016 11:22 PM
81	One of the reasons I am excited to join us because my apartment building does not have sauna or steamroll mom which I love. I want to do water aerobics and use sauna.	7/21/2016 10:32 PM
82	don't eliminate the steam room!	7/21/2016 8:51 PM
83	sauna and steam room will be missed... having one racketball court would be ideal.	7/21/2016 8:01 PM
84	New steam and sauna	7/21/2016 6:53 PM
85	N/a	7/21/2016 5:40 PM
86	no	7/21/2016 4:31 PM
87	no	7/21/2016 4:30 PM
88	please eliminate all of these items- NO NEED!	7/21/2016 4:30 PM
89	no	7/21/2016 4:27 PM
90	no	7/21/2016 4:24 PM
91	rball	7/21/2016 4:20 PM
92	no	7/21/2016 4:15 PM
93	no	7/21/2016 4:14 PM
94	no	7/21/2016 4:13 PM
95	Steam Rooms and Saunas should stay.	7/21/2016 4:01 PM
96	-they should not be eliminated	7/21/2016 3:31 PM
97	cut it down a bit. ball court in half. make 2 offices out of one. stop throwing money away.	7/21/2016 3:25 PM
98	no- racquetball courts need to go. You don't see these in fitness facilities at all anymore. These spaces could be utilized so much better if they were eliminated.	7/21/2016 3:12 PM
99	yes, I would keep these over bball court. You could take 1/2 of basketball court and make 2 new exercise studios.	7/21/2016 3:08 PM
100	no	7/21/2016 3:02 PM

## 2016 Athletic Club Master Plan

101	yes an area for free weights.	7/21/2016 3:01 PM
102	no	7/21/2016 2:58 PM
103	more outlets in fitness rooms.	7/21/2016 2:55 PM
104	no, everything looks great! racquetball courts and saunas need to be eliminated. Doesn't seem like they get much use.	7/21/2016 2:46 PM
105	mtg tonight said steam, sauna and racquetball courts were in different phases. now this is being eliminated.	7/21/2016 2:16 PM
106	steam room and rball courts	7/21/2016 1:58 PM
107	none	7/21/2016 1:56 PM
108	maybe combine male/female sauna and steam rooms.	7/21/2016 1:53 PM
109	improve jacuzzi	7/21/2016 1:49 PM
110	I never use them, but if people use them atleast keep one or two	7/21/2016 1:47 PM
111	adding free weights rooms as above- courts	7/21/2016 1:45 PM
112	add squat rack and bench press	7/21/2016 1:42 PM
113	master plan should have a greater budgeted amount for maintenance of exercise equipment.	7/21/2016 1:40 PM
114	keep 2 rball courts and the gym.	7/21/2016 1:34 PM
115	dedicated spin room?	7/21/2016 1:12 PM
116	want to keep a few rball courts. also, use the ping pong and foosball tables.	7/21/2016 1:04 PM
117	please consider meditation room/quiet room/ lerger yoga studip/consider adding pilates machines.	7/21/2016 12:53 PM
118	steam room-keep one rball court	7/21/2016 12:48 PM
119	rball	7/21/2016 12:37 PM
120	while i will miss the steam room it needs to go due to low use and high maintenance.	7/21/2016 12:25 PM
121	no	7/21/2016 12:21 PM
122	No	7/21/2016 12:19 PM
123	no	7/21/2016 12:16 PM
124	no	7/21/2016 9:48 AM
125	sauna & rball court	7/21/2016 9:30 AM
126	No	7/21/2016 9:14 AM
127	Racquetball court.	7/21/2016 9:05 AM
128	Keep a steam room and sauna that is unisex.	7/20/2016 11:12 PM
129	no	7/20/2016 11:10 PM
130	Please keep at least two racquetball courts. Also. keep the saunas. I liked the idea of a free weight area, too. Make sure you keep an elevator, too. Make sure we still have the centrifuges for drying our swimming suits.	7/20/2016 10:53 PM
131	Drinking fountain at end of upstairs weight arrea	7/20/2016 6:05 PM
132	new cardio equipment that is closer to sate of the art and more variety	7/20/2016 3:44 PM
133	Steam rooms & sauna.	7/20/2016 3:26 PM
134	one rball court	7/20/2016 3:01 PM
135	raq ball atleast one court	7/20/2016 3:00 PM
136	no	7/20/2016 2:57 PM
137	steam rooms	7/20/2016 2:55 PM
138	I'd be disappointed to see the above go. I could see taking out some of the racquetball courts. But not all of them. The steam room and sauna seemed to get used quite a bit.	7/20/2016 2:53 PM
139	the pavement around the pool is blistering hot	7/20/2016 2:51 PM

## 2016 Athletic Club Master Plan

140	yes- the leaks in the roof/ceiling need repair. And the crazy weird shelves for the free weights need to be scrapped. they are a safety hazard	7/20/2016 2:50 PM
141	should be on rball court. Why update nice locker rooms and eliminate sauna/steam.	7/20/2016 2:45 PM
142	steam rooms and sauna should be reconsidered	7/20/2016 2:42 PM
143	better gym equipment	7/20/2016 2:38 PM
144	keep rball courts- this was a major reason why we joined. can't find these in many fitness centers.	7/20/2016 2:36 PM
145	rball courts should be available at and health club	7/20/2016 2:32 PM
146	rballX10	7/20/2016 2:22 PM
147	rball rooms and saunas should remain.	7/20/2016 2:20 PM
148	eliminating rball is a bad idea. Downsizing makes sense, but there are quite a few people who use them regularly.	7/20/2016 2:16 PM
149	keep rball	7/20/2016 2:14 PM
150	rball courts	7/20/2016 2:12 PM
151	rball courts	7/20/2016 2:10 PM
152	-focus should be using majority of AAC as designed -basket ball court has low usage. 50 percent of this space could be converted to 2 new exercise rooms.	7/20/2016 2:07 PM
153	Keep steam rooms	7/20/2016 1:57 PM
154	no...looks good	7/20/2016 1:48 PM
155	I see the racketball courts frequently in use. I don't personally use the courts, but it seems misguided to remove a popular function.	7/20/2016 12:53 PM
156	Storage in all the multipurpose rooms and storage at the tennis court.	7/20/2016 12:23 PM
157	keep steam rooms	7/20/2016 12:08 PM
158	There is no place for children age 7 and up. The child center doesn't allow them, but cannot go into gym until they are a teenager. Can there be a room attached or enclosed area to kid center for that age group to do activities (play Wii, puzzles, board games, books, legos, etc)/still be supervised by the care giver.	7/20/2016 12:04 PM
159	There is no place for children age 7 and up. The child center doesn't allow them, but cannot go into gym until they are a teenager. Can there be a room attached or enclosed area to kid center for that age group to do activities (play Wii, puzzles, board games, books, legos, etc)/still be supervised by the care giver.	7/20/2016 12:00 PM
160	repurpose 50-100 percent of basketball courts to exercise rooms as the wood flooring is already there. Just add walls and mirrors. one racquetball court could be a exercise studio.	7/20/2016 10:51 AM
161	I would like to see at least a sauna and one racquetball court. Possibly access to a restroom and rinse off station for people using the volleyball, basketball and tennis courts- Also if lights could be added on the poles to the lights to the tennis courts facing the sand volleyball courts so there is at least one court lit until 10 PM	7/20/2016 10:40 AM
162	a. these options are used by many adults and better use of space than a game room or enlarged day care! b. why not look at basketball courts?	7/20/2016 10:34 AM
163	love the steam rooms and racquetball will be missed.	7/20/2016 10:09 AM
164	steam and sauna	7/20/2016 9:42 AM
165	Needs more space for multi-sports including soccer or futsal! Needs more elements tied to sports training.	7/20/2016 9:29 AM
166	individual TV's on each cardio machine	7/20/2016 8:46 AM
167	yes, the dry sauna and steam room need to be kept!. However, only 1 racquetball court is needed. As I said in the forum, the men's showers are prison showers out of code, yet not specifics were given. There should be individual stalls which accommodate privacy. This is one reason I don't work out there more. In addition, the towel service should be either complimentary or an upgraded charge for members who wish to pay annually should be allowed. Other amenities should be part of the locker rooms also lotion, Q-tips, combs, mouthwash, etc, out by the "grooming stations". Locker rooms should be a "high" priority not moderate.	7/20/2016 12:16 AM
168	None	7/19/2016 8:42 PM
169	I'd rather have these funds refunded to the tax payers than spent on renovation.	7/19/2016 8:25 PM
170	raquetballbcourts	7/19/2016 8:24 PM

## 2016 Athletic Club Master Plan

171	Please keep racquetball!!!	7/19/2016 7:41 PM
172	Yes steam rooms and saunas and the workout rooms in the racketball courts Do not eliminate them We use them every visit	7/19/2016 6:48 PM
173	Why would we not have it all? Yes, the sauna, steam rooms, and racquet ball courts aren't used much, but so what?	7/19/2016 4:46 PM
174	Individual TVs on each cardio machine that are controlled by the user of the machine. Ceiling fans in most recent addition area.	7/19/2016 4:08 PM
175	Racquetball courts are a must. Also, I'm not sure what the difference between the steam rooms and the sauna is, but I feel like these are features of higher end facilities, and their existence is a nice feature.	7/19/2016 2:52 PM
176	keep sauna	7/19/2016 1:14 PM
177	steam, sauna and rball	7/19/2016 1:09 PM
178	racquetball courts and sauna	7/19/2016 1:04 PM
179	Like to see new Spin Spikes. The ones we have are pretty old.	7/19/2016 1:00 PM
180	no. extend club hours on weekends.	7/19/2016 12:57 PM
181	definetly. Rball, steam rooms are important. It should be in the plan.	7/19/2016 12:52 PM
182	steam room's and saunas should stay.	7/19/2016 12:47 PM
183	restroom convenient to front door for park users	7/19/2016 12:43 PM
184	Steam room and saunas	7/19/2016 12:29 PM
185	Include racquetball courts	7/19/2016 12:25 PM
186	Don't touch the steam & sauna room.	7/19/2016 12:22 PM
187	INCLUDE THE RACQUETBALL COURTS	7/19/2016 12:10 PM
188	Roof Steam rooms Saunas	7/19/2016 11:03 AM
189	no	7/19/2016 10:45 AM
190	No	7/19/2016 10:30 AM
191	Cool surface on the outdoor pool deck. Pool could use some repair.	7/18/2016 11:00 PM
192	Outdoor pool renovations	7/18/2016 10:41 PM
193	Keep the STEAM ROOMS. They are used by many. Is it a maintenance issue or what?? Most gyms don't have STEAM ROOMS, Addison sets itself apart by having them. KEEP THE STEAM ROOMS as they are used!!!!	7/18/2016 9:34 PM
194	No	7/18/2016 7:22 PM
195	no	7/18/2016 5:27 PM
196	better pool furniture	7/18/2016 5:25 PM
197	rock climbing wall is missing	7/18/2016 5:23 PM
198	no	7/18/2016 5:20 PM
199	no	7/18/2016 5:19 PM
200	one racquetball court is all that is needed and the steam room, do away with the sauna	7/18/2016 4:19 PM
201	NO	7/18/2016 4:06 PM
202	Yes! The Steam rooms, sauna and racquetball courts. These are always busy when I am in and appear to be in high demand. Whereas the gym is always empty...	7/18/2016 3:36 PM
203	Leave one racquetball court	7/18/2016 3:22 PM
204	None	7/18/2016 3:18 PM
205	steam room, sauna and racquetball	7/18/2016 3:17 PM
206	equipment for youth that cannony workout on equipment upstairs. more youth classes	7/18/2016 3:13 PM
207	outdoor lap pool. more 10-15 yr old activities	7/18/2016 3:10 PM

## 2016 Athletic Club Master Plan

208	include racquetball courts, steam rooms and saunas	7/18/2016 3:05 PM
209	sauna and steam room	7/18/2016 2:56 PM
210	hot sauna/steam	7/18/2016 2:53 PM
211	more study areas	7/18/2016 2:51 PM
212	racquetball	7/18/2016 2:50 PM
213	the steam room should be included	7/18/2016 2:45 PM
214	steam and sauna for sure. see #7	7/18/2016 2:45 PM
215	Retain at least one existing racquetball court, or build a new one in a new location, if necessary.	7/18/2016 2:36 PM
216	include steam room & sauna	7/18/2016 2:33 PM
217	steam rooms/saunas, racquetball courts	7/18/2016 2:29 PM
218	bball equipment, shooting machines	7/18/2016 2:15 PM
219	Racquetball courts should be included as well as more tennis courts.	7/18/2016 2:13 PM
220	expanded weights- bench, squat racks and smith machine	7/18/2016 2:12 PM
221	Yes	7/18/2016 2:08 PM
222	cafeteria area. need better chairs and tables	7/18/2016 2:04 PM
223	Indoor pool really need to be upgrade - better lighting, new paint everywhere. The locker room area is very old. This need to be upgraded including the showers..	7/18/2016 1:58 PM
224	lobby/core building	7/18/2016 1:55 PM
225	don't eliminate all racquetball courts.	7/18/2016 1:52 PM
226	keep saunas	7/18/2016 1:45 PM
227	Concessions improvements	7/18/2016 1:44 PM
228	I would reconsider the removal of ALL of the racquetball courts.	7/18/2016 1:41 PM
229	No.	7/18/2016 1:36 PM
230	A/C only	7/18/2016 1:28 PM
231	Steam room unless it has too much liability	7/18/2016 1:26 PM
232	Additional free weight benches/space for them looks to be a current need.	7/18/2016 1:25 PM
233	Yes....More indoor pool "lap" lanes!!!!!!	7/18/2016 1:20 PM
234	new spin bikes	7/18/2016 1:17 PM
235	how about a joint steam room and sauna for men and women. Keep one rball court.	7/18/2016 1:14 PM
236	upgrade of bathroom/shower for the outdoor pool	7/18/2016 1:10 PM
237	ceiling fans in weight room and basketball court	7/18/2016 1:07 PM
238	absolutely! shower before entering pool. showers right outside outdoor pool entrance.	7/18/2016 1:01 PM
239	convert pools to salt water or ozone. Chlorine is toxic. WELLNESS should be a priority.	7/18/2016 12:55 PM
240	no- fix A/C	7/18/2016 12:51 PM
241	specific kids area to include ages 8-13	7/18/2016 12:48 PM
242	would be great to have a court to play soccer with kids	7/18/2016 12:44 PM
243	would be great to have a court to play soccer with kids	7/18/2016 12:44 PM
244	benches outside in the front	7/18/2016 12:41 PM
245	Yes- please do not remove Racquetball courts or steam rooms!	7/18/2016 12:34 PM
246	More study areas	7/18/2016 12:25 PM
247	Steam room	7/18/2016 12:24 PM

## 2016 Athletic Club Master Plan

248	NO	7/18/2016 12:22 PM
249	Steam room/sauna	7/18/2016 12:20 PM
250	Would it be possible to have only one coed steam room and sauna	7/18/2016 12:16 PM
251	Elimination of soda, unhealthy snacks in place of whole and healthy food. Some attention to nutrition especially geared towards the youth.	7/17/2016 11:18 PM
252	I would like the steam room and racquetball courts to remain.	7/16/2016 6:38 PM
253	Desks/homework stations and a more permanent children's library/bookcase.	7/16/2016 11:27 AM
254	No. I think the plan is extremely thorough and comprehensive.	7/16/2016 11:04 AM
255	Any way to fit in 2 racquet ball courts? They seem well used. We have fun playing in one occasionally.	7/16/2016 10:41 AM
256	sauna and racquetball courts	7/16/2016 10:07 AM
257	racquetball courts, Steam room	7/16/2016 9:58 AM
258	need dry sauna	7/16/2016 9:56 AM
259	Racquetball courts seem pretty important. Our family has used them frequently. We could also stand to make our weight room more robust. I think that's why more ppl don't use the facilities.	7/16/2016 9:46 AM
260	Looks good	7/16/2016 8:49 AM
261	Improved technology to update membership and prove Addison citizenship. Antiquated to have to bring in a bill with mailing address.	7/15/2016 9:31 PM
262	No	7/15/2016 9:27 PM
263	Racquetball Courts!	7/15/2016 6:49 PM
264	I absolutely think the steam and saunas should be reinstated. It's difficult to lose amenities in a makeover, but we all understand that is necessary to some extent. Given the space the racquetball courts require, it's a painful, but fair, tradeoff. However, removing the steam and saunas is moving backward--there is even more evidence now of the health benefits of steam and sauna, and the higher end athletic centers (which AAC should be) have these amenities. The health benefits (see: <a href="http://www.huffingtonpost.com/entry/saunas-might-be-good-for-_n_6736242">http://www.huffingtonpost.com/entry/saunas-might-be-good-for-_n_6736242</a> ) are also why many stand alone sauna and steam spas are opening. I understand they are difficult to maintain and keep clean, but so are the two pools and the spa. Please reconsider the elimination of the steam and sauna.	7/15/2016 6:28 PM
265	If not in the plan, an additional group exercise room.	7/15/2016 6:10 PM
266	Racquetball courts.	7/15/2016 4:43 PM
267	Maybe offer personal trainers who would share 50% of their charges with the club. Update/clean day care area for those who wish to have care givers for their little children while they work out.	7/15/2016 4:37 PM
268	Yes, I would like to see space created for a cardio cinema. Gold's Gym and Fitness Connection have them. It is a great way to workout and not realize how long you have been there!	7/15/2016 4:35 PM
269	See above concerning the saunas	7/15/2016 4:29 PM
270	Those necessary maintenance items such as the A/C, Heating and Ventilating. Other maintenance as occasional painting, etc., to keep the facility fresh and desirable. .	7/14/2016 6:19 PM
271	At least one raq.court	7/14/2016 5:00 PM
272	Not really. For me it's more about the variety and affordability of the class offerings. Would be nice to have an area for more social gatherings/food/beverage but perhaps that's included.	7/14/2016 2:11 PM
273	I think potential uses for the spaces should be included, I would hope that after the renovation there would be an increase in children classes and programming, after school basketball classes, tennis classes, soccer classes...more options for group or private swimming lessons(I have been trying for a year to have private lessons with the contact listed at the club, her schedule never works with my children's...maybe there could be more people offering lessons.	7/13/2016 5:32 PM
274	Aren't there some members who use the racquetball courts? You might leave one or two courts.	7/13/2016 5:21 PM
275	A water fountain should be added to the far end of the weight room. Add a dip/pull-up assist machine to the weight area.	7/13/2016 4:24 PM
276	we should retain the steam & sauna... these are in use all the time... I hear the same from the men... They are a huge PLUS to the club.	7/13/2016 4:20 PM

## 2016 Athletic Club Master Plan

277	Can't think of anything, since I workout w/trainer.	7/13/2016 3:20 PM
278	A theatre for presentations and family movie night Party room Childcare separated for older kids	7/13/2016 12:14 PM
279	Keep a Racquetball court	7/13/2016 11:59 AM
280	More activities for Seniors	7/13/2016 11:48 AM
281	The plan "as is" appears to include increased security for childwatch area. Great! Perhaps a two-phase entry with a locked second door would increase security. Also, childwatch area should have separation of spaces for babies/toddlers and older kids.	7/13/2016 11:24 AM
282	maybe keep at least 1 racquetball court	7/13/2016 11:13 AM
283	Why eliminate these?	7/13/2016 10:08 AM
284	Small towels in workout area to use to cover machines from sweat...put in basket at end of workout.	7/13/2016 9:54 AM

2016 Athletic Club Master Plan

**Q10 Are there elements listed you think should be excluded from the Master Plan?**

Answered: 226 Skipped: 173

#	Responses	Date
1	no	7/25/2016 9:21 AM
2	Lobby	7/25/2016 9:16 AM
3	Redoing Locker Rooms	7/25/2016 9:12 AM
4	n/a	7/23/2016 10:16 PM
5	1) private offices for the staff and trainers. This is completely unnecessary. Except for Randy, cubicles are fine. In business world, only directors and higher get a private office. 2) expanded childcare - it is not the Town's or taxpayers responsibility to provide free childcare all day long. The ACC was designed to be ADULT centered facility and should remain so. If you try and turn it in to child focus rec center, I will stop coming. Kids are not allowed in exercise areas until 15 yrs of age. M-F they run wild in the lobby area and noise is awful!	7/23/2016 5:25 PM
6	My lowest ranked, being indoor pool & locker room.	7/23/2016 4:54 PM
7	Generally speaking the upgrades to the lobby area are not needed. I think upgrading HVAC and refresh of current areas is sufficient.	7/23/2016 2:37 PM
8	The new spa	7/23/2016 11:10 AM
9	eliminating ALL of the racquetball courts...it's ridiculous that there can not be at least one court remaining	7/23/2016 10:27 AM
10	Offices	7/22/2016 10:11 PM
11	Special yoga room	7/22/2016 10:07 PM
12	the work done on the outside pool area -- not really needed or necessary	7/22/2016 9:36 PM
13	Lobby remodeling is not necessary.	7/22/2016 8:04 PM
14	I think the cafe is too big. Most people use the gym to workout, not to socialize.	7/22/2016 5:45 PM
15	no	7/22/2016 5:41 PM
16	no	7/22/2016 5:26 PM
17	all until put to vote by the people.	7/22/2016 4:22 PM
18	do not waste money on offices. it looks like the overall plan will increase management/labor costs of operating the facility. re-organize the entire plan to minimize the need for supervision.	7/22/2016 4:05 PM
19	Cosmetic things, e.g. graphics and banners, game room, expensive sound systems.	7/22/2016 4:01 PM
20	Lobby improvements... There is no need to spend a lot of money on 'beautifying' this area.	7/22/2016 3:35 PM
21	yes - just fix and replace what is existing and add one multi purpose room.	7/22/2016 2:54 PM
22	No	7/22/2016 2:26 PM
23	Please do not remove any of the racquetball courts	7/22/2016 2:13 PM
24	lobby/core building	7/22/2016 1:57 PM
25	This is just too many improvements. Please keep adding improved equipment and keep the gym clean. All new flooring etc is just unnecessary.	7/22/2016 1:26 PM
26	some rated as low as 3	7/22/2016 12:17 PM
27	Elimination of raquetteball courts. This has been one of my most favorite activities to share with my daughter's.	7/22/2016 11:58 AM
28	Eliminating the sauna's and steam rooms. I use these on a regular basis as do many other club members.	7/22/2016 11:29 AM
29	exclude removing the racquetball courts	7/22/2016 11:23 AM
30	Don't really care about new lobby or game room	7/22/2016 11:21 AM



## 2016 Athletic Club Master Plan

31	No	7/22/2016 11:17 AM
32	Locker rooms do not need that much change	7/22/2016 11:16 AM
33	Admin expansion	7/22/2016 10:10 AM
34	no	7/22/2016 10:04 AM
35	maintenance only needed	7/22/2016 9:56 AM
36	Keep sauna and steam room	7/22/2016 9:54 AM
37	yes, family locker room and library expansion	7/22/2016 9:51 AM
38	most of it	7/22/2016 9:49 AM
39	none	7/22/2016 9:42 AM
40	none	7/22/2016 9:40 AM
41	no	7/22/2016 9:39 AM
42	all	7/22/2016 9:38 AM
43	Game room doesn't have to be that big as proposed	7/22/2016 9:32 AM
44	Classrooms and bigger daycare.	7/22/2016 9:31 AM
45	Expanding the exercise areas, renovating lobby space, relocating admin. offices, and doing anything in the track and gymnasium should not be in the plan. The current space is adequate for the amount of usage it gets.	7/22/2016 9:28 AM
46	Do we really need to do anything to the indoor track	7/22/2016 9:24 AM
47	All of it	7/22/2016 9:22 AM
48	probably don't need family changing/locker rooms	7/22/2016 9:18 AM
49	Removal of the steam rooms.	7/22/2016 9:06 AM
50	I had no idea we had a library. Is this for members? If not, I don't think it's really necessary to have a library in a fitness facility.	7/22/2016 9:04 AM
51	Whole plan should be voted down	7/22/2016 8:58 AM
52	no	7/22/2016 8:54 AM
53	Eliminate second classroom, reduce the amount of admin space and eliminate dedicated game area. Eliminate lounge space in locker room. Reduce number of family changing rooms (note: I have two children and believe two changing rooms - one in each locker room is sufficient).	7/22/2016 8:48 AM
54	I'm happy with the current locker rooms but I do understand that others may need an upgrade.	7/22/2016 8:24 AM
55	elimination of racquetball courts	7/22/2016 8:13 AM
56	Why would you eliminate racquetball, Diana's, and steam rooms?	7/22/2016 8:13 AM
57	Why would you eliminate racquetball, Diana's, and steam rooms?	7/22/2016 8:13 AM
58	Saunas	7/22/2016 8:12 AM
59	We don't need a library, as Addison resident we have access to other real library in the area. We don't need a dedicated yoga room, any room can serve as a yoga room.	7/22/2016 7:50 AM
60	Does anyone use the indoor spa?	7/22/2016 7:46 AM
61	Racquetball court removal. Please consider leaving one or 2 courts.	7/22/2016 7:44 AM
62	No	7/22/2016 7:29 AM
63	No	7/22/2016 7:24 AM
64	Facial spa, lounge, cafe... It's a fitness center/gym not an assisted living complex.	7/21/2016 11:23 PM
65	Family changing suites, the several extra multi-purpose rooms and the lounge area in the entrance.	7/21/2016 11:22 PM
66	The track and gym looked fine to me. We have a shade pool at our apartment. Unless you hear it...too cold.	7/21/2016 10:32 PM
67	do not remove steam and sauna from locker rooms	7/21/2016 6:53 PM

## 2016 Athletic Club Master Plan

68	Leave the racquetball courts in	7/21/2016 5:40 PM
69	Scrap the whole thing. The club is fine as it is.	7/21/2016 5:39 PM
70	no	7/21/2016 4:31 PM
71	no	7/21/2016 4:30 PM
72	no	7/21/2016 4:27 PM
73	no spa	7/21/2016 4:24 PM
74	anything not aiding to fitness	7/21/2016 4:20 PM
75	no	7/21/2016 4:15 PM
76	no	7/21/2016 4:14 PM
77	no	7/21/2016 4:13 PM
78	no expanded childcare. and no additional pieces and equipment. try using what is already there.	7/21/2016 3:25 PM
79	no	7/21/2016 3:12 PM
80	everything listen in 8b/8b above. The plan to add 50 new pieces of equipment. Most of existing equipment is idle majority of the day.	7/21/2016 3:08 PM
81	all but the hvac and repaint	7/21/2016 3:02 PM
82	locker room upgrade. lifeguard room	7/21/2016 3:01 PM
83	game room/coffee bar.	7/21/2016 2:55 PM
84	no	7/21/2016 2:46 PM
85	everything I ranked with an 8. A central desk is absolutely unnecessary. what we have works just fine.	7/21/2016 1:58 PM
86	cafe, etc... if this is to be a social club as opposed to "athletic club" change the name.	7/21/2016 1:53 PM
87	the front lobby is nice- doesn't need changing.	7/21/2016 1:49 PM
88	do we need all the classrooms	7/21/2016 1:45 PM
89	keep a few racquetball courts, keep sauna and steam room.	7/21/2016 1:40 PM
90	I don't think we should spend so much on a new lobby area. This is not a resort and we're trying to impress people.	7/21/2016 1:34 PM
91	indoor space. do locker areas need to be so lage?	7/21/2016 1:12 PM
92	family locker rooms downsized!	7/21/2016 12:53 PM
93	I really don't get the need for family lockers rooms atleast so many. I use the lockers and showers when I come in, the new locker rooms seem cramped.	7/21/2016 12:48 PM
94	there are lots of whistles and bells, should be scaled down.	7/21/2016 12:25 PM
95	no	7/21/2016 12:21 PM
96	No	7/21/2016 12:19 PM
97	no	7/21/2016 12:16 PM
98	lobby looks fine	7/21/2016 9:48 AM
99	spa and locker room updates	7/21/2016 9:39 AM
100	Everything except HVAC upgrades.	7/21/2016 9:14 AM
101	Library. We could always use other city library. It's very convenient and multiple choices. It's too small in the new center. Also, do we need that much admin space?	7/21/2016 9:05 AM
102	Everything except A/C	7/20/2016 11:10 PM
103	Not sure the lobby needs that much expenditure (over 1/3 of the budget). It seems OK to me the way it is.	7/20/2016 10:53 PM
104	indoor spa	7/20/2016 7:28 PM
105	Removal of racquetball courts. We use it multiple times a week. Suggest that the removal of racquetball courts be excluded from the master plan.	7/20/2016 6:24 PM

## 2016 Athletic Club Master Plan

106	Spa	7/20/2016 3:44 PM
107	Game area	7/20/2016 3:26 PM
108	doesn't need to be ultra money for the lobby, seating, decorations, etc...	7/20/2016 3:05 PM
109	do maintenance only. no redo needed.	7/20/2016 3:01 PM
110	lots of things! why?!?! lets fix AC, heating, roo, maybe enlarge exercise rooms, make upstairs restrooms as family.	7/20/2016 3:00 PM
111	locker rooms and suites	7/20/2016 2:57 PM
112	no	7/20/2016 2:55 PM
113	The huge family locker room. How about a couple of smaller family locker rooms so that the men's and women's locker rooms aren't so tiny.	7/20/2016 2:53 PM
114	all	7/20/2016 2:50 PM
115	family locker rooms use same space as mens/womens combined... make smaller family locker rooms.	7/20/2016 2:45 PM
116	the locker rooms proposed are too small and should be reconsidered. It does not seem like very many people use indoor track.	7/20/2016 2:42 PM
117	spa	7/20/2016 2:40 PM
118	ceiling fans 2nd floor	7/20/2016 2:33 PM
119	coffee bar	7/20/2016 2:32 PM
120	do we need all the extra admin space?	7/20/2016 2:22 PM
121	upgraded lobby and no more ping pong tables or upgraded expanded child care areas... REALLY?!	7/20/2016 2:20 PM
122	admin space is excessive.	7/20/2016 2:16 PM
123	keep rball	7/20/2016 2:14 PM
124	yes, keep rball courts	7/20/2016 2:12 PM
125	game room, new front desk and lounge. cafe, new office for staff.	7/20/2016 2:07 PM
126	No	7/20/2016 1:57 PM
127	no	7/20/2016 1:48 PM
128	The locker room redesign needs to be examined closer and justified based on volumes of members served. The current plan appears to halve the locker room space at a fairly high expense (over \$1 million). The members using the specialize low density locker rooms won't offset much of the utilization of the half sized main locker rooms.	7/20/2016 12:53 PM
129	As I've listed above...ditch the gymnasium.	7/20/2016 12:12 PM
130	Unnecessary visuals like bannars and murals.	7/20/2016 12:04 PM
131	Unnecessary visuals like bannars and murals.	7/20/2016 12:00 PM
132	new front desk, cafe & lounge, game room (it's bigger than yoga room!!!) expanded childcare. our childcare should not be the responsibility of the town and taxpayers.	7/20/2016 10:51 AM
133	1. private offices for staff and trainers (except ACC director); in corporate world, these people are in cubicles. NO PRIVATE TRAINER ROOMS! 2. case, lounge and game room 3. large daycare room- free daycare not responsibility of town and taxpayers. 4. family locker room	7/20/2016 10:34 AM
134	no	7/20/2016 10:09 AM
135	yes	7/20/2016 10:05 AM
136	Fancy lounge and reduce size of lobby	7/20/2016 9:29 AM
137	Most of it. No major changes are needed, just maintenance.	7/20/2016 8:46 AM
138	The cafe or lounge areas are not necessary or practical, especially with such limited space. The indoor area for lifeguards for reasons already stated.	7/20/2016 12:16 AM
139	None	7/19/2016 8:42 PM
140	I'd rather have these funds refunded to the tax payers than spent on renovation.	7/19/2016 8:25 PM
141	yoga room	7/19/2016 8:24 PM

## 2016 Athletic Club Master Plan

142	The multi purpose room takes up to much area, reduce and keep sauna and steam room	7/19/2016 6:48 PM
143	A lot of it. Don't need expanded fitness area on second floor taking away the charm of the current structure. Extravagant locker room/changing facilities. Put in one family changing room in each locker room and take away some lockers. Don't overkill. Sound system in gym/track Expanded kitchen and "cafe" areas.	7/19/2016 4:08 PM
144	I don't understand the grossly extravagant expansion of classroom and admin space. I get that it's needed, but the current proposal seems to have gone a little overboard, especially considering have the racquetball courts at AAC are the main reasons I chose Addison over some other parts of Dallas when I moved earlier this year.	7/19/2016 2:52 PM
145	mayor	7/19/2016 1:09 PM
146	no	7/19/2016 1:06 PM
147	steam room	7/19/2016 1:04 PM
148	new spin bikes	7/19/2016 12:58 PM
149	no	7/19/2016 12:57 PM
150	carpet areas?? should be replaced, please add to the who cares, large hall?	7/19/2016 12:52 PM
151	no	7/19/2016 12:43 PM
152	Family changing rooms	7/19/2016 12:29 PM
153	most of it is unnecessary	7/19/2016 12:22 PM
154	Frankly, I do not see much need for any of these changes.	7/19/2016 11:03 AM
155	Everything but new A/C	7/19/2016 10:45 AM
156	No	7/19/2016 10:30 AM
157	The entire plan	7/19/2016 6:24 AM
158	Plan should try to work with the existing space instead of moving everything around at great expense.	7/18/2016 11:55 PM
159	I wish we could keep the steam room.	7/18/2016 11:00 PM
160	The shade thing by the pool. Seems silly to go to an outside pool then hunt for shade. It would have to be substantial due to wind. Pool used only 4 months of yr. Waste of money. Save MONEY on that entrance (too fancy and EXPENSIVE). It is a bit much.	7/18/2016 9:34 PM
161	I would like to see at least one racket ball court remain.	7/18/2016 8:42 PM
162	No	7/18/2016 7:22 PM
163	no	7/18/2016 5:27 PM
164	no	7/18/2016 5:25 PM
165	locker rooms are fine	7/18/2016 5:23 PM
166	game room	7/18/2016 5:20 PM
167	game room child watch	7/18/2016 5:19 PM
168	Yes the ones I listed above	7/18/2016 4:19 PM
169	Multipurpose room(s) no one uses them now so why would you expect them to be used if you multiply their numbers?	7/18/2016 3:36 PM
170	Fewer family changing rooms---3 or 4.	7/18/2016 3:22 PM
171	None	7/18/2016 3:18 PM
172	new indoor spa	7/18/2016 3:17 PM
173	closing gym long term	7/18/2016 3:13 PM
174	a full gym shut down	7/18/2016 3:10 PM
175	no	7/18/2016 3:05 PM
176	multi rooms	7/18/2016 2:53 PM
177	steam room, sauna	7/18/2016 2:50 PM
178	the lobby isn't so important to me	7/18/2016 2:45 PM

## 2016 Athletic Club Master Plan

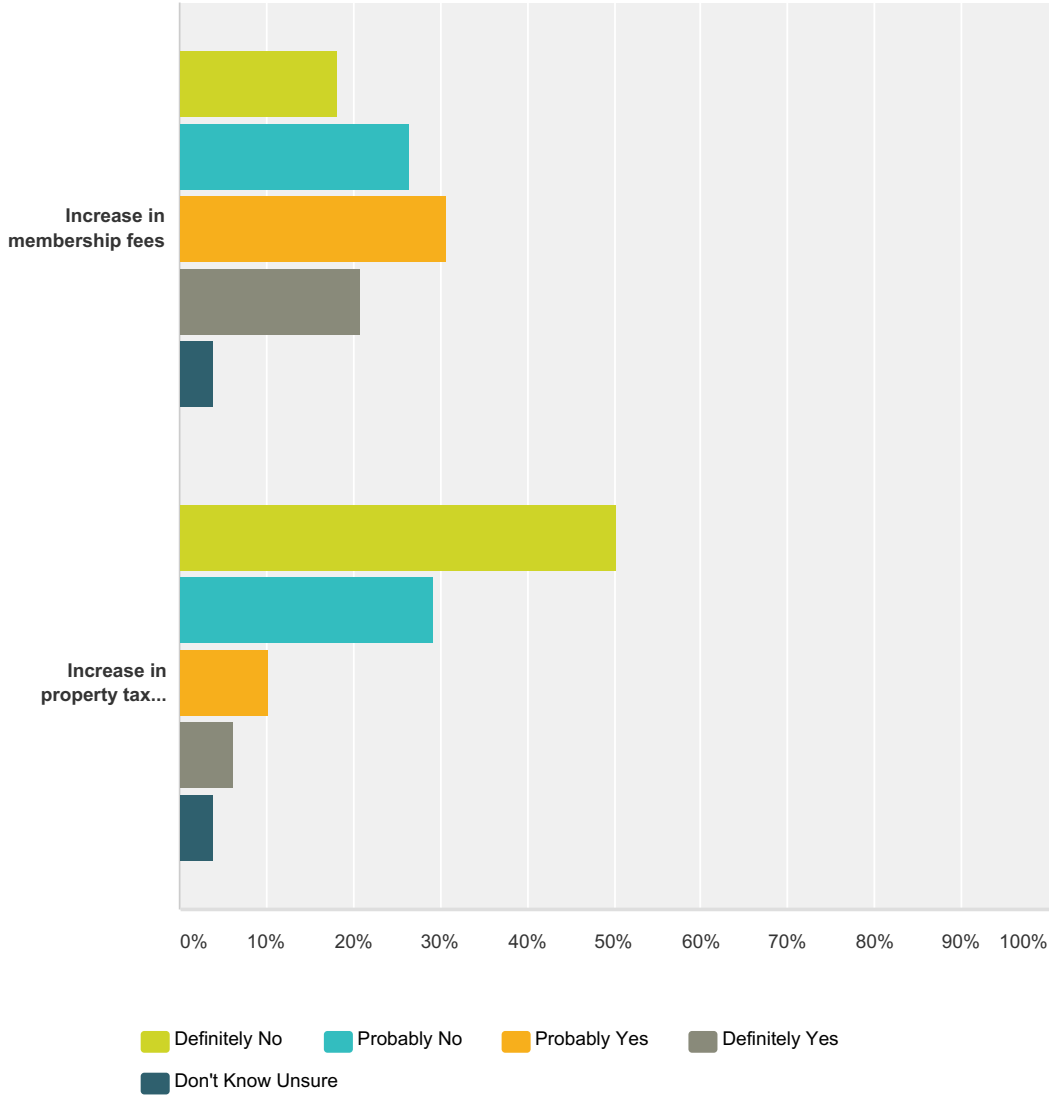
179	no	7/18/2016 2:45 PM
180	why an expensive lobby?	7/18/2016 2:33 PM
181	AC	7/18/2016 2:15 PM
182	New lockers are not necessary and neither is a new lobby. I don't go to socialize, I go to workout.	7/18/2016 2:13 PM
183	No	7/18/2016 2:08 PM
184	no	7/18/2016 2:04 PM
185	Lobby and indoor spa	7/18/2016 1:44 PM
186	lobby 2.7 million	7/18/2016 1:42 PM
187	The café. And is there really a need for TWO very large classrooms? What type of programs are to be held in these classrooms? They're both larger than the space allotted to yoga, the downstairs fitness area, the child watch area. How often are they anticipated to be in use verses the amount of space being dedicated to them?	7/18/2016 1:41 PM
188	No.	7/18/2016 1:36 PM
189	everything but A/C upgrade....its gym, not a country club	7/18/2016 1:28 PM
190	Although I do not play racquetball, it does appear to me that the 2 remaining courts are used.	7/18/2016 1:25 PM
191	- 0 -	7/18/2016 1:20 PM
192	all except number one	7/18/2016 1:17 PM
193	cafe- make a rball court instead	7/18/2016 1:14 PM
194	no	7/18/2016 1:01 PM
195	yes, lobby redo and locker rooms.	7/18/2016 12:55 PM
196	Everything but A/C	7/18/2016 12:51 PM
197	none	7/18/2016 12:48 PM
198	there seems to be a lot of wasted space for open look and lobby is too big.	7/18/2016 12:44 PM
199	there seems to be a lot of wasted space for open look and lobby is too big.	7/18/2016 12:44 PM
200	lobby re-do	7/18/2016 12:34 PM
201	all but HVAC	7/18/2016 12:22 PM
202	Lobby, Also outside area is only used 3 mouths a year	7/18/2016 12:16 PM
203	Steam room and racquetball courts should remain. Also the building redesign should be scaled down and we don't need a child care center.	7/16/2016 6:38 PM
204	No	7/16/2016 11:04 AM
205	All looks good	7/16/2016 10:07 AM
206	Not reall	7/16/2016 9:46 AM
207	I think it looks good.	7/16/2016 8:49 AM
208	The sauna and steam rooms--too expensive to maintain. Racquetball courts used by too few people to justify keeping them to the exclusion of more flexible, useable square footage. We can't be all things to all people.	7/15/2016 9:27 PM
209	Yes, the large Family Locker room should be right-sized to a couple of stand alone "Family" restrooms. Also, if space is an issue, the Master Plan shows 2 large classrooms in addition to expanded yoga and fitness rooms; these spaces could be multipurpose and combined.	7/15/2016 6:28 PM
210	Lobby/core upgrades and multi-use room	7/15/2016 4:43 PM
211	Have you considered eliminating the indoor pool to allow for more space for locker rooms, spa, etc?	7/15/2016 4:37 PM
212	I think one racquetball court needs to stay. I think it is busy enough to keep at least one. Cafe - I like the idea of it, not sure if it will it be used enough	7/15/2016 4:35 PM
213	I don't feel as if any capital items should be undertaken at this time.. For reason see #13 below.	7/14/2016 6:19 PM
214	Lots. And how many people use this facility??? The exercise equip. is never with a waiting line! #11 doesn't work-"NO, NO" to both questions	7/14/2016 5:00 PM

## 2016 Athletic Club Master Plan

215	Not really.	7/13/2016 5:21 PM
216	Walking track area does not need to be redone.	7/13/2016 4:24 PM
217	way to much space is devoted to family changing rooms.. It's like the raquet ball courts... I don't see how the number of people that need this out weighs what the plans show we are giving up.. in men / women space & sauna/ steam rooms..	7/13/2016 4:20 PM
218	No, I'm all for it, unless it raises the cost for me.	7/13/2016 3:20 PM
219	Steam rooms, saunas and racquetball courts.	7/13/2016 12:40 PM
220	lobby is not an essential part of the club	7/13/2016 12:13 PM
221	Area to keep a racquetball court	7/13/2016 11:59 AM
222	Nix sauna, steam rooms--too costly to maintain Is there medical documentation to support healthy use of steam room. I think steam/sauna rooms put the club at great risk-	7/13/2016 11:48 AM
223	Anything that reduces security from severe-weather and violent-person perspectives.	7/13/2016 11:24 AM
224	Possibly eliminate the cafe, unless it will be a sure money-earner for the AAC.	7/13/2016 11:13 AM
225	Locker Room changes	7/13/2016 10:08 AM
226	New indoor spa	7/13/2016 9:54 AM

### Q11 Would you support any of the following in order to allow the Town to remodel the existing Athletic Club building?

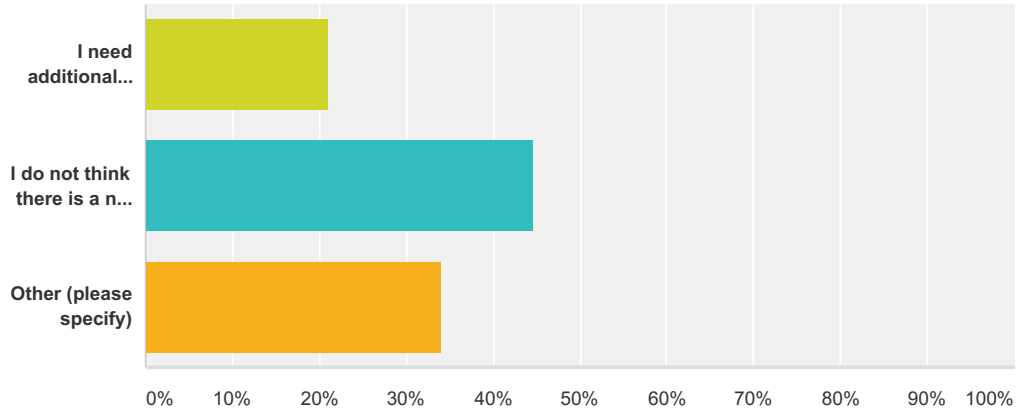
Answered: 394 Skipped: 5



	Definitely No	Probably No	Probably Yes	Definitely Yes	Don't Know Unsure	Total
Increase in membership fees	18.11% 65	26.46% 95	30.64% 110	20.89% 75	3.90% 14	359
Increase in property tax rate	50.40% 188	29.22% 109	10.19% 38	6.17% 23	4.02% 15	373

**Q12 If you are unsure or would vote No, which ONE of the following is the major reason for your response?**

Answered: 293 Skipped: 106



Answer Choices	Responses
I need additional information	21.16% 62
I do not think there is a need for a remodel to the current Athletic Club building	44.71% 131
Other (please specify)	34.13% 100
<b>Total</b>	<b>293</b>

#	Other (please specify)	Date
1	I do not want to have to pay a large amount of money per a membership	7/25/2016 9:21 AM
2	It should come from current budget.	7/23/2016 6:12 PM
3	I believe that facility could be updated in a more cost effective way. More of a "cosmetic refresher" vs. plastic surgery approach. (So to speak:-)	7/23/2016 4:54 PM
4	The city can't afford the luxury of remodeling the club at this time. There are other city priorities that are more important than this remodel.	7/23/2016 11:27 AM
5	Our property taxes in Addison have steadily increased. I do not want to pay additional money for taxes. If new member rates could go up, while grandfathering in the existing members, I would not be opposed to that.	7/23/2016 11:10 AM
6	elimination of all racquetball courts	7/23/2016 10:27 AM
7	I don't like the idea of increasing membership fees as that will open the door to contact increases just like with property taxes -- another thing that will constantly go up	7/22/2016 9:36 PM
8	Some remodeling is needed but not that entire plan. Also the work can be carried out in phases such that the cost burden and lifestyle disruptions are minimized.	7/22/2016 8:04 PM
9	The addison athletic club is perfect. They can up grade areas and replace hvac system and locker rooms. And refresh the rest of the areas without spend so much money.	7/22/2016 5:45 PM
10	I do not think such an extensive remodel is necessary	7/22/2016 4:01 PM
11	remodel focuses on areas not important to me	7/22/2016 4:01 PM
12	I would rather pay a higher fee for the athletic club. I don't support my taxes going up. I think seniors should still remain a \$10 joining fee.	7/22/2016 3:57 PM
13	I think the AAC needs improvement but if the membership fee is going up and taxes then NO, leave the gym along.	7/22/2016 12:24 PM



## 2016 Athletic Club Master Plan

14	I would recommend a increase in membership fee over taxes so those who use it are paying for it.. If you don't use it, why do you need to fund it.	7/22/2016 11:19 AM
15	Do not want a tax increase	7/22/2016 9:51 AM
16	i think there is a need to upgrade but perhaps to not that extent.	7/22/2016 9:45 AM
17	Minor upgrades	7/22/2016 9:36 AM
18	Some improvements are needed but these are extreme	7/22/2016 9:30 AM
19	simply updating the HVAC, shower rooms and exercise equipment would be sufficient for me	7/22/2016 9:18 AM
20	I need additional information. I want to be able to have better visuals and understanding of how much space each area will be getting before I can say yet to paying more for my membership or paying more in taxes. Maybe you all can provide something like a virtual tour of the proposed facility.	7/22/2016 9:04 AM
21	I only believe the locker rooms need to be redone really.	7/22/2016 8:48 AM
22	Free use was the original intent	7/22/2016 8:43 AM
23	Depends by how much \$ you're talking about!	7/22/2016 8:24 AM
24	Question unclear.	7/22/2016 7:55 AM
25	Addison is on a spending spree. Why? I find it totally irresponsible.	7/22/2016 7:46 AM
26	I like the AAC's current offerings and fee structure and would much rather have a temporary bond solution rather than a permanent increase in taxes.	7/22/2016 7:44 AM
27	I think we could get by with less of a remodel.	7/21/2016 10:32 PM
28	taxes are pretty high in Addison already.	7/21/2016 8:01 PM
29	Have heard that council members want to open the club to the public. I oppose this and hope it stays a facility for Addison residents only	7/21/2016 6:53 PM
30	n/a	7/21/2016 4:20 PM
31	more kids sports activities	7/21/2016 4:17 PM
32	only support maintenance upgrades.	7/21/2016 3:31 PM
33	town is already 20 million in debt. where is the money coming from?	7/21/2016 2:16 PM
34	increase in my cost fees or taxes.	7/21/2016 2:06 PM
35	I haven't thought about it enough.	7/21/2016 2:01 PM
36	It is already more than adequate.	7/21/2016 1:58 PM
37	I don't think a major change needs to be made to the AAC. I do believe we could upgrade the bath/shower area especially the showers. Right now, you have to get in the shower, turn it on and jump over and wait for the water to get warm. need more space	7/21/2016 1:47 PM
38	I would rather pay a monthly fee	7/21/2016 1:45 PM
39	Raise funds through a bond election-raising the fee for members would not provide enough funds- we need large sums of money that bonds would provide.	7/21/2016 1:40 PM
40	I'd accept "some" increase in our memberships fees. But not like some "public" companies charge 50-60 a month!	7/21/2016 1:34 PM
41	no reason to increase tax, increase membership fee to Addison residents only.	7/21/2016 12:53 PM
42	not everyone uses it, and a tax increase would not be fair to those who do. Perhaps too many changes at once are too expensive.	7/21/2016 9:48 AM
43	There is need, but seems not necessary to do so much.	7/21/2016 9:05 AM
44	The facility is a huge amenity to the town. However, I think the people who use it (membership fees) should provide the bulk of the support. I'd consider a modest increase in taxes, but definitely support higher usage fees -- there's so much room for those to defray some of the costs, especially ongoing maintenance costs	7/21/2016 8:38 AM
45	Property taxes are to high	7/20/2016 3:44 PM
46	Property taxes already increase year over year.	7/20/2016 3:26 PM

## 2016 Athletic Club Master Plan

47	I think there is a need for a remodel. I just don't think that the plan as proposed is the best use of space for that kind of expense.	7/20/2016 2:53 PM
48	make improvements only that are necessary.	7/20/2016 2:51 PM
49	if not using facility would still pay for it.	7/20/2016 2:45 PM
50	this club really is great for our purposes. We don't really see a new to remodel. But would be willing to pay a higher membership fee if it does get remodeled.	7/20/2016 2:36 PM
51	increase property tax rate excludes the addison renters from carrying part of the expense. places more on the long term property owners.	7/20/2016 2:32 PM
52	biggest downside is the filth and mildew in the mens showers! totally unsafe and unsanitary!	7/20/2016 2:27 PM
53	the suggested renovation is excessive	7/20/2016 2:20 PM
54	i rent	7/20/2016 2:16 PM
55	rball is my only interest	7/20/2016 2:14 PM
56	Tax rates are high enough in Addison and Texas.	7/20/2016 1:48 PM
57	Quit buying ugly artwork for entrances and within Addison...so unnecessary. Use money wisely. Also with all of the apartments you want to build, why not increase their taxes to pay for this since they will add people to the athletic club, making it crowded.	7/20/2016 12:12 PM
58	need to focus on maintenance issues and exercise space. repurposing under utilized space.	7/20/2016 10:34 AM
59	percent of increase could make me reconsider, but at 8 per yr I could double it.. haha	7/20/2016 10:09 AM
60	\$10 per year is way too low for the club. The fiscal plan for the town should aid in this, but doing so but less frivolous spending on other city items, not necessarily and increase in taxes.	7/20/2016 12:16 AM
61	I'd rather have these funds refunded to the tax payers than spent on renovation.	7/19/2016 8:25 PM
62	A remodel might be nice, but at what cost (specifically to the members and community, not necessarily a "total budget" figure), and to the detriment of what sports/activities?	7/19/2016 2:52 PM
63	what's selected needs to be more than one option	7/19/2016 1:09 PM
64	racquetball and spa and sauna are more busier than some of our multipurpose areas. How do you eliminate them?!	7/19/2016 12:52 PM
65	Since I use only the water activities, I cannot reply	7/19/2016 10:30 AM
66	costs should be borne by the users	7/19/2016 9:39 AM
67	The remodel is over the top.	7/18/2016 11:55 PM
68	If Addison Council believes they made sound money decisions for the future of Addison, there should be no need to raise taxes or fees. Addison should have plenty to pay for this project.	7/18/2016 11:00 PM
69	Concerned about recent relavation that the utility project on Belt Line will cost considerably more than originally approved.	7/18/2016 9:50 PM
70	Need street improve more	7/18/2016 6:37 PM
71	taxes are too high. a membership fee, maybe \$5-\$10 a month is an idea.	7/18/2016 5:27 PM
72	raising taxes is a NO	7/18/2016 5:25 PM
73	taxes are too high already. A user fee would make more sense.	7/18/2016 3:18 PM
74	i'm all for upgrades, but no complete shut down.	7/18/2016 3:10 PM
75	do not want to pay more taxes	7/18/2016 2:59 PM
76	I do not see the need for a big remodel	7/18/2016 2:50 PM
77	don't want to pay more money	7/18/2016 2:15 PM
78	Property taxes already too high	7/18/2016 2:08 PM
79	I think the main upgrades needed are indoor pool area and locker rooms. The other expenses might not be that critical	7/18/2016 1:58 PM
80	replacing the HVAC ONLY	7/18/2016 1:55 PM
81	I would only do the HVAC and lobby/core building	7/18/2016 1:52 PM

## 2016 Athletic Club Master Plan

82	I am spoiled by the tax only model we use now. I think it encourages use of the Club.	7/18/2016 1:25 PM
83	I'm currently renting	7/18/2016 1:01 PM
84	stop wasting my money	7/18/2016 12:51 PM
85	scale down remodeling	7/18/2016 12:41 PM
86	two things I use a lot are being eliminated	7/18/2016 12:34 PM
87	Taxes are already too high	7/18/2016 12:16 PM
88	Spend 3 Mil	7/18/2016 12:12 PM
89	Said yes, but depends on final figures	7/18/2016 12:08 PM
90	remodel is too high in cost	7/18/2016 8:06 AM
91	Yes we need an upgrade to the gym but this goes to far.	7/16/2016 6:38 PM
92	Would like to know the proposed increases	7/16/2016 10:07 AM
93	Vote No on what? This question is not clear. I think a short term bond to add to increased membership fees would be best.	7/15/2016 9:27 PM
94	I'm concerned that raising the cost would price some residents out. Also, I think "tiered" usage of certain amenities is a terrible idea. It raises one of two complaints--"Why do people with more money get access to more resources?" or alternatively, "If I have to pay more for resources I use, then shouldn't others have to pay for resources they use that I don't use?" Bad precedent to set.	7/15/2016 6:28 PM
95	elimination of racquetball courts	7/15/2016 4:43 PM
96	I would want to be sure there were more children's programming available before I could support a tax hike, when my son turns 8, I will be very limited on how I am able to access the club, other than summer months	7/13/2016 5:32 PM
97	I do not think the club needs that large of a redo.. few cities have this type of facility already.. I moved to Addison strictly due to the Club... Its a huge plus they way it is.. & this is a huge amount of money to ask for & we already have the Belt-line Rd completion to pay for...	7/13/2016 4:20 PM
98	I think we are all concerned about our property tax.	7/13/2016 3:20 PM
99	Increase in property tax puts burden on residents who do not use AAC and can inhibit residential growth in the city.	7/13/2016 11:13 AM
100	I own a home. Apartment users would not have to pay tax	7/13/2016 9:54 AM

## 2016 Athletic Club Master Plan

### Q13 Please give us any additional comments on the Addison Athletic Club Master Plan.

Answered: 200 Skipped: 199

#	Responses	Date
1	I believe that \$10.00 a year is way to low. I will not be a member if you increase the membership proses to the cost of other gym costs.	7/25/2016 9:24 AM
2	Try to trim the 6.5 million budget	7/25/2016 9:18 AM
3	No changes needed	7/25/2016 9:13 AM
4	I see no reason for changes it is in good shape. Just needs a few cosmetic changes.	7/25/2016 9:10 AM
5	Look forward to seeing what the next steps are	7/24/2016 8:20 PM
6	n/a	7/23/2016 10:16 PM
7	Do not allow non Addison residents to become members.	7/23/2016 6:12 PM
8	I will strongly oppose such an extravagant plan given all the financial challenges the Town is facing now. Only maintenance issues and exercise studio space is urgent need. Why not take away mens basketball court or at least reduce by 50% for studio space? I learned at my meeting there is also admin office space under the staircase to equipment annex that is never used... more wasted existing space! When I attended the recent meeting I saw another new expensive piece of equipment purchased for the men and added into one of the old racquetball courts. All the while, the exercise and yoga mats, primarily used by women, are old, smelly, and often torn/ripped. The light fixtures in the upstairs room are filthy and full of dust.	7/23/2016 5:25 PM
9	This is a very costly plan and it is not necessary. I would be strongly opposed if there is going to be fees assessed or added taxes.	7/23/2016 2:37 PM
10	I suggest we do the necessary improvements at this time and put the remodeling plan on hold until the city can afford it better.	7/23/2016 11:27 AM
11	The indoor pool DEFINITELY needs an update (or thorough cleaning). The grout is disgusting.	7/23/2016 11:10 AM
12	why eliminate all racquetball courts?	7/23/2016 10:27 AM
13	Will the club be closed during this remodel? If so that is unacceptable .	7/22/2016 10:11 PM
14	Thank you for asking for public input.	7/22/2016 10:07 PM
15	If so much money goes into remodeling I think there should be a cafe in the lounge area that serves nice beverages that can be purchased. I also think the multipurpose meeting space should be available for members to rent out and allow non-members to attend meeting in the rented space. Both these things can bring in good revenues and off set costs.	7/22/2016 9:36 PM
16	Please have the council hold extensive deliberations prior to implementing the entire project.	7/22/2016 8:04 PM
17	Racquetball is one of the greatest sports in America. I think it would be a crime to deny future generations the opportunity to play racquetball. Its super fun to play and provides one of the best aerobic workouts. The only reason racquetball has declined in United States is because a lot of gyms that had racquetball courts went out of business. I live in Frisco, TX and the Frisco athletic has 5 + courts. They offer racquetball classes and tournaments. The addison club can offer the same. The addison athletic club has the perfect balance of amenities for it's members. Please keep it that way!	7/22/2016 5:45 PM
18	need improvements to help attract new residents	7/22/2016 5:41 PM
19	It should be well designed and nice but let's avoid expensive lobbies and other space	7/22/2016 5:26 PM
20	Not needed unless the residents want it not the council members. I don't want to pay membership fees or have my property tax increased for a project that is not needed. Thank you	7/22/2016 4:22 PM

## 2016 Athletic Club Master Plan

21	Really, this is a lot of money to accomplish very little. The main thing everyone wants is additional class/programming such as more Yoga and other classes. Addison does not have the critical mass to support additional programming. Have we even thought of buying out the Crunch gym on Beltline and expanding the facility--excellent facility and it is not doing very well financially. The present AAC could be made into a new city hall/finance building and the current city hall and finance buildings could be sold for the commercial land value.	7/22/2016 4:05 PM
22	more focus on indoor/outdoor pool areas	7/22/2016 4:01 PM
23	IF present facility is serving our residents well, then there is no need to add improvements that are not needed...Add improvements only to maintain facility in good condition.	7/22/2016 3:35 PM
24	I love it as is! It is such a great community ammenity. And now is not the time to spend tons of money on the club. Just keep it in good repair and replace as needed.	7/22/2016 2:54 PM
25	Hours of operation & classroom schedules also need to be revisited as they are dated & do not reflect a younger/family friendlier Addison who live busy lives, work 50-60 hours, plus tend to families and would like to work out or take a class at hours that accommodate that.	7/22/2016 2:26 PM
26	How would the club function while this is going on	7/22/2016 2:01 PM
27	Whould not want exercise equip room closed at all for any amount of time use it regularly.	7/22/2016 1:51 PM
28	I have attended two of the survey feedback sessions and it seems like people really want to keep at least one racquetball court. As you know I and others also feel strongly about more activities for kids especially when they are over 7 and age out of child care (which perhaps we can change this policy). I joked about having a racquetball court with a sliding wall hiding a climbing wall behind it, or use it as a movie room but I just remembered a very cool interactive gym that utilized large blank walls like a racquetball court. This would be incredible amenity that would set our center apart as there are not many of these in the country. It would also provide our kids (and adults too) with a sports activity in a confined space that they would love. It is an interactive screen projected onto a wall much like a video game but the focus is sports skills like throwing knocking over "bottles", kicking goals, etc. <a href="https://www.greatplay.com/about/interactive-gym">https://www.greatplay.com/about/interactive-gym</a> <a href="https://www.greatplay.com/highlandsranch/about/mission">https://www.greatplay.com/highlandsranch/about/mission</a> I am not sure if this would be a technology we could get or not since they say it is patented (maybe they have a version available for community centers or someone else has a knock off) but I think it is worth looking into if we want to keep a racquetball court and utilize the space as much as possible. Even if the technology of the interactive sports wall is not available to purchase, perhaps even programming could be available for our younger residents on certain days they could project on the racquetball wall a Wii dance game or some other video game that the athletic center already has. Just a thought. (Though I would love to find a way to get a climbing wall in the AAC too ^ ) Much of the way that the AAC is currently used is due to the current policies and programming which could be changed to facilitate the use of space by more people.	7/22/2016 1:32 PM
29	I am not a fan - especially with that price tag.	7/22/2016 1:26 PM
30	The club is already a world class facility and the low cost of it is a major draw for future home buyers and renter's. The construction period would also make large portions of the facility unavailable and unsightly for regular users like me. This plan, in my opinion, is major overkill. Please do not do this, except for the hvac upgrade.	7/22/2016 11:58 AM
31	I like the idea of upgrading	7/22/2016 10:54 AM
32	Addison renters should not have a vote as. They will not be footing the bill- only the taxpayers( home owners)	7/22/2016 10:22 AM
33	New spin bikes	7/22/2016 10:02 AM
34	none	7/22/2016 9:42 AM
35	none	7/22/2016 9:40 AM
36	stop wasting are money	7/22/2016 9:39 AM
37	Bad idea for residents	7/22/2016 9:38 AM
38	Do not remove the steam room/sauna	7/22/2016 9:36 AM
39	No due increases no tax increase	7/22/2016 9:30 AM
40	Fix what's broke (if the HVAC needs to be replaced then do it.) But don't 'fix' a very adequate fitness center. People moving to and buying homes in Addison are already more than impressed with the facilities we currently have. I strongly object to any spending money on this overall proposed project.	7/22/2016 9:28 AM
41	I think the club footprint is pretty great as it is. The HVAC needed work or replacement, showers need remodeling and new exercise equipment would be great.	7/22/2016 9:18 AM
42	Could use racquetball space for family things too such as an interactive video game wall, a climbing wall, blow up bounce house on certain days, etc	7/22/2016 9:01 AM

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43	Not needed at this time when you have roads in very poor condition (midway) for one	7/22/2016 8:58 AM
44	I suggest we pay for this in multiple ways. 1) Increase in taxes. 2) In the initial year charge users \$10 per year and assess the dues structure annually. 3) Figure out additional revenue streams such as more revenue via more visitors, selling nutritional drinks, Addison logo work out towels, etc.	7/22/2016 8:52 AM
45	Based on the design and proposed changes, the total cost is woefully under budgeted - expect the overall cost to exceed \$10,000,000. To fund the cost, you might consider a usage based fee system (pay \$x per visit) or a tiered membership plan (different cost per year based on # times use club), thus members deriving the most benefit from the cost (based on usage), pay for the cost of redesign/upgrade.	7/22/2016 8:48 AM
46	If we increase in property tax rate to support how much of an increase are we looking at?	7/22/2016 7:50 AM
47	If Addison does not have the money I don't want any of the changes. Our property taxes have gone up enough already. Enough is enough.	7/22/2016 7:46 AM
48	I agree wholeheartedly that the sauna and steam room need to go. I also think we could do without hot tub based on informal usage observations. Are there any inefficiencies with current staffing that could be cut? For example, it seems like we have life guard overload and many times in the evening front desk staff are not busy. It seems one person might be enough? Just thoughts based on my limited knowledge and observations.	7/22/2016 7:44 AM
49	Your survey has been constructed with bias. It is not possible to select "definitely no" to both increase membership fees AND increase in property tax. Your collected data for this question is therefore inaccurate and the survey should be reissued to all participants for fairness. If one of the goals of the renovation is to make the facility profitable can the council outline how homeowners as stakeholders will benefit financially from their investment via property taxes? I witnessed a very similar facility undertake a very similar renovation. Within six months the day spa, cafe and massage parlour were shut down and mothballed due to lack of demand... Be careful what you wish for... You may end up heating/cooling empty rooms for years to come.	7/21/2016 11:23 PM
50	I use the facility 4-5 times a week. The sauna, steam room and racquetball courts are always busy when I go. I look forward to a nice sauna at the end of a hard workout. I don't care if Grapevine or the entire country don't have these facilities in their new buildings...they are important to us. I think we need to look and see what it is we want our facility to be. Do we want a spa (Equinox) feel with cafes, lounge areas, massage rooms...or do we want an athletic center? Because if the later is not the case, there needs to be a separate town meeting about the overall use of the building. I am a homeowner and therefore pay taxes to fund the athletic center. One of the key perks about living in Addison is not having to pay a separate membership fee to use the athletic club. Again, I could care less if other cities aren't using this model. I do not want our athletic club to turn into some business center. This is a place for the community to come together. I understand that people want to upgrade the facility, and yes, some things need attention. But there is absolutely NO reason for a complete overhaul. We can fix the things that need to be fixed, but please don't take away the charm and uniqueness of our town by turning our athletic club into a corporate community center.	7/21/2016 11:22 PM
51	need the steam room	7/21/2016 8:51 PM
52	Racquetball needs to stay	7/21/2016 5:40 PM
53	Scrap and plan and save the money.	7/21/2016 5:39 PM
54	I think the club is great as is but can see the need to upgrades in the very near future, we shouldn't wait on this too long. I love coming in every day to work out here, and I know these upgrades will make each time more desirable.	7/21/2016 4:30 PM
55	I think the town has really put a lot of thought into this. I love all the ideas that have been presented. Our facility is very outdated and needs a face lift. The wood paneling is horrible now! making these changes will make living in Addison more desirable for families and young adults.	7/21/2016 4:27 PM
56	I think people would be very upset if there are monthly dues. this would work. maybe 10 dollars a month. I feel if we don't make upgrades our property values will go down. Farmers Branch has made many improvements. Have a great community center! Also, we need to make ir more of a community center-or build a new community center. we need more for activities, make more more family friendly/	7/21/2016 4:24 PM
57	please make sure any upgrade backed by proper research	7/21/2016 4:20 PM
58	great ideas	7/21/2016 4:16 PM
59	very disappointed the town would put forth a plan that is not cost efficient and utilize existing (or majority) floor plan. there is too much emphases on things that do not enhance workout experience. Such as: -family locker rooms -game rooms -lounge and coffee bar -new and additional offices for staff and trainers (totally un-necessary) -large 2nd floor bathrooms. Totally unnecessary when there is locker room on first floor! -50 new pieces of equipment when move existing equipment sits idle throughout the day.	7/21/2016 3:31 PM

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60	Very disappointed the town would come up with a plan that is not cost effective and does not utilize existing floor space. Too much emphases on unnecessary and too expensive things. for instance: -Family locker room? are you serious!? -game room; another no-no! -lounges? Stay home and lounge. EXERCISE at the club. sleep, eat and watch TV at home! -cafe/coffee bar? WRONG!!!! -trainers do not need an office. They're here to train-they can sit in their cars and get on their phone or tablet. -there are plenty of restrooms (large enough) on the 2nd floor. Locker room on 1st floor. USE IT! -NO NEW MACHINES! most machines sit unused! When all of us moved to addison we were impressed with AAC in that it is intimate, easy access, with a friendly staff! I LOVE THE STAFF! VERY SHORT AMOUNT OF CHILDREN! since most of the members are 50 or older. How many kids are you talking about? 20? please-no free baby sitting. let them go to a rec center for that. not here! why is and who are the ones who want all this nonsense? do they even live here? "DON'T FIX IT IF IT AINT BROKE"	7/21/2016 3:25 PM
61	I like the AAC the way it is. Cost of necessary maintenance-ok. We have under used space. This plan is way over the top, with little to no regard of practicality or costs. We could re-purpose some of the existing space. Projects should focus on ADULTS, especially 50 and up. The largest demographics in the club.	7/21/2016 3:08 PM
62	too expensive	7/21/2016 3:02 PM
63	I have been an avid member since we moved here 12 yrs ago. One of the biggest issues is many of the younger people would like to have free weights. This could be done by using the life-guard room. Instead of a one time fee of 10 dollars, they should start charging a yearly fee. This would help to offset cost of the facility and allow for regular upgrades to equipment. Finally, instead of doing everything all at once maybe spread it out over the course of the next 3 yrs.	7/21/2016 3:01 PM
64	I do not want to see the club shut down while changes are being made.	7/21/2016 2:58 PM
65	it's fine the way it is, with exception of more shade for outdoor pool so the children and their adult sponsors won't come to inside pool and play.	7/21/2016 2:47 PM
66	As a young adult, I look forward to the possibility of this remodel! we plan on being in Addison for awhile and this has so much more potential for our own personal uses and our children.	7/21/2016 2:46 PM
67	how will we retain the current employees/staff at the club when it is shut down for 9 months? key consideration.	7/21/2016 2:16 PM
68	lower the budget, do a smaller remodel and don't raise residents costs.	7/21/2016 2:06 PM
69	the club is good but needs a refresh. I would start smaller-3 million and prioritize.	7/21/2016 2:03 PM
70	I do not support closure during renovating. Some of this plan is excessive-not necessary. The present facility is the best feature Addison offers.	7/21/2016 1:58 PM
71	need at least one more ping pong table	7/21/2016 1:53 PM
72	we don't need to beautify and update as much as being proposed. The AAC is good the way it is- the main this is keep up with maintaing and updating equipment	7/21/2016 1:40 PM
73	one of the "perks" if living in Addison is "free" access to the AAC is extremely unique. Being somewhat limited	7/21/2016 1:34 PM
74	please do something!! this will just enhance Addison and increase our property values. Right now, it's FREE- we could pay a bit more in taxes and it would still be chaper than other fitness centers. Love that this will have a community center feel, shared use by young and old. Please limit use to only Addison Residents and business owners (not employees)	7/21/2016 1:12 PM
75	consider adding space and building over rook on 2nd floor on either side of the pool	7/21/2016 12:53 PM
76	needs to be updates so I'm glad to see the effort. We need to compete with other cities in north Dallas (Plano, Frisco etc..) to keep Addison a desirable city to live in.	7/21/2016 12:48 PM
77	the master plan seems to be adding/remodeling aspects of the rec center that don't need to be upgraded.	7/21/2016 12:41 PM
78	don't need. ok as is	7/21/2016 12:21 PM
79	I love the club! I was surprised when I heard that improvements were being considered because I think it is pretty cool as it is... The proposed changes look really great and well thought out. Lets do it!	7/21/2016 12:19 PM
80	I don't understand why perfectly good equipment is being replaced. I think this plan may be too ambitious and should be scaled down.	7/21/2016 9:48 AM
81	New plan looks wonderful! can't wait for the new Athletic Club	7/21/2016 9:41 AM
82	This is a terrible plan and the proponents of it should be held accountable. Tax payers in the town did not ask, nor want this. Back out of this unnecessary and politically charged disaster now.	7/21/2016 9:14 AM

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83	This facility is a huge asset to the community, even for people who don't use it, because it increases the amenities of Addison hugely. We absolutely must invest in its infrastructure, e.g. HVAC etc, regularly, as well as periodic updates such as those suggested by the plan	7/21/2016 8:38 AM
84	It seems to me you could create extra space above the existing locker rooms by building up. They are currently 1 story. By adding another story you would gave extra space for classrooms or other multipurpose areas. You could then keep at least 1 racket ball court for those who like to play. Also, I hope there are plans to add fitness classes for those over 50 who work all day.	7/20/2016 11:12 PM
85	Where is the money coming from? Mayor committed 6.5 million to townhome developer with no idea where the \$\$ is coming from. Beltline project is overspent--Taxes higher. Town needs to limit repairs/expansions to only absolutely necessary things	7/20/2016 11:10 PM
86	At the forum, the designer stated that few other Athletic Clubs have racquetball courts. Are we to lower our standards to their level? I thought Addison was better than that.	7/20/2016 10:53 PM
87	Proposed removal of the racquetball courts will cause extreme inconvenience to many of the AAC patrons. We use it multiple times a week. There are not many racquetball courts available to us. One of the primary reasons we visit the club is to play racquetball. We play racquetball more than we use any other facilities at the club. Loss of the racquetball courts may cause many patrons to be turned away from the club. Many people have access to a home or apartment complex gym. Access to racquetball courts is limited due to the lack of availability of courts in the area.	7/20/2016 6:24 PM
88	.	7/20/2016 3:26 PM
89	<ul style="list-style-type: none"> <li>• Kudos to the ACC MP Committee for identifying all the various update opportunities and showing how they might fit into the existing footprint. This is a very important first step. What remains now is to sort, prioritize, consider alternatives, and provide justification. That is the purpose of the survey now being conducted.</li> <li>• As a general comment, the existing central layout provides a classic design. The lobby/core area features a spacious look and feel with its high ceiling, skylights and overlooking balconies. This is a timeless design and does not need updating. The proposed changes to the lobby/core are not a good idea. We would be better served by adopting the rule that the core be preserved and that all changes be pushed out to the periphery.</li> <li>• Another ground rule that should be established from the outset is that any changes to the existing facility must be planned and phased to keep the ACC in operation throughout the construction period. Minimizing disruption should be a primary objective.</li> <li>• We must be skeptical of the estimated cost of changes at \$6.5 MM. Based on our experience over the last couple of years with city projects, we should expect actual costs at 2X or say \$10 – 15 MM.</li> <li>• Addison would be better served by minimizing the ACC update expense at this time. It would be better to defer major ACC update expenditures until we can better evaluate the impact of additional demand from the near-by Grove development. Several years from now we may decide that an expansion of the footprint is the best way to meet our needs.</li> <li>• There are several ideas with high priority and significant benefits that can be achieved at reasonable cost and meet the above guidelines.             <ul style="list-style-type: none"> <li>o Maintain the existing HVAC to return to reliable operation. Replace pieces where necessary and repair the rest. Suggest retaining a well qualified service firm with engineering and shop capability (like Frymire or equal) to evaluate and provide a firm cost for the work.</li> <li>o Keep existing racquetball 1 and 2 in operation. They get considerable use.</li> <li>o Open up the old racquetball 3 and 4 areas by removing the wall and providing the necessary column support to create a large classroom, fitness, meeting multi-use area.</li> <li>o Re-purpose the curved window area overlooking the outside pool in the west wing as an additional multi use room. Close in the north bay of the outside pool area to provide a place for pool equipment storage and possible use as a family change area.</li> <li>o Maintain the men's locker room as is. It is frequently quite crowded and consolidation next to the women's locker room is not a good idea. With possible extra space in the women's locker area, consider adding a family change cube or two.</li> <li>o The spa on the east end of the inside pool, the men's sauna and men's steam room get limited use. Of these the spa is most popular and used by both men and women. The sauna also gets considerable use. But if they are deemed too expensive to maintain and operate, shut them down. The sauna/steam room area could be converted into additional storage or possibly a couple of family change cubes accessible from the inside pool deck. The spa could be decked over and converted into an elevated glass surrounded arbor foundation-type seating and plant/sculpture area.</li> <li>o Another area that might be considered for family change space is the existing men's and women's rest rooms in the far southwest wing of the outside pool. The existing rest rooms appear quite large and cube space for family change with separate access should be available there.</li> </ul> </li> <li>• Ideas that are not cost effective and would disrupt operations or existing classic architecture features include the following:             <ul style="list-style-type: none"> <li>o Closing in the central lobby area to create a straight-on entry desk, boutique lobby seating and coffee bar areas, office space modifications, kitchen modifications, upstairs fitness and studio changes, library relocation, etc. These changes destroy the central openness and subdivide the new space into a multitude of smaller boxes. Much has been made of the need to update the architecture, look and feel. But there is no need to update a classic. Destroying the classic layout would be a step backwards. The proposed changes will create too much disruption in on-going operations to implement. They will be less efficient with regard to routing of the HVAC system.</li> <li>o Outside pool shade/patio changes are difficult to justify. They receive only seasonal use.</li> <li>o Updating the upstairs track surface overlooking the gym area is not needed or justified. Painting the walls with graffiti/bold graphics and resurfacing the track in garish colors is not an upgrade. If wall painting is deemed appropriate, I would suggest updating pastel colors.</li> <li>o A new elevator is not justified.</li> </ul> </li> </ul>	7/20/2016 3:07 PM



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90	scaled back version would be sufficient.	7/20/2016 3:05 PM
91	i like it the way it is	7/20/2016 3:01 PM
92	who's idea was this anyways?	7/20/2016 3:00 PM
93	the athletic club is fine the way it is. maintain the HVAC/heating lighting, plumbing and paint and it is just fine	7/20/2016 2:57 PM
94	no renovation is needed. put the money to better use.	7/20/2016 2:50 PM
95	clarify classroom uses.	7/20/2016 2:45 PM
96	user pay system is best.	7/20/2016 2:38 PM
97	we do not need a palace	7/20/2016 2:33 PM
98	I don't see a benefit of a "coffee bar" a a heath club. don't want to see this place just be one more "social spot" in addison, we already have plenty of those already. PLEASE no "starbucks" at the health club.	7/20/2016 2:32 PM
99	the steam and sauna in mens room are incubators for germs, mildew and fungus.	7/20/2016 2:27 PM
100	please include rball. I didn't know until another player notified me. We are not a vocal bunch, but there is a lot of support to keep it.	7/20/2016 2:22 PM
101	please finish beautify beltline first. and do not foolishly remodel space like lobby area just for looks.	7/20/2016 2:20 PM
102	rate increase is ok but will have to be reasonable	7/20/2016 2:16 PM
103	keep rball courts	7/20/2016 2:14 PM
104	keep rball courts	7/20/2016 2:12 PM
105	the AACshould remain an adult athletic club.I oppose trying to turn it into "Rec Center". Children 15 years are not permitted in work out areas. Against any improvements that focus on this demographic. I would only support making maintenance improvements and converting either the bball court and or upstairs library into additional exercise room.	7/20/2016 2:07 PM
106	looks good, but timing and interruptions are not covered.	7/20/2016 1:48 PM
107	No monthly fees for members	7/20/2016 12:08 PM
108	Park across the street needs a family bathroom. Health club needs family bathroom with shower. Redesigned child center with adjacent activity area for age 7 and up (until the age of able to use facilities). Treadmills with oen TV capabilities instead of only 2 large ones. More individual fans for personal treadmill, bike use. More shade outside pool and better placement of lifeguards chairs. Possible food sales at pool. Sports massage day/schedule appointment in health club	7/20/2016 12:04 PM
109	Park across the street needs a family bathroom. Health club needs family bathroom with shower. Redesigned child center with adjacent activity area for age 7 and up (until the age of able to use facilities). Treadmills with oen TV capabilities instead of only 2 large ones. More individual fans for personal treadmill, bike use.	7/20/2016 12:00 PM
110	the AAC was designed to be a ADULT athletic club, NOT a rec center for kids! It should keep this focus. Children do not need locker rooms as they are not allowed in equipment areas. The biggest demographic using the AAC are active seniors 50 and up. one of the biggest ongoing problems is one one exercise class can happen at a time. I would like to see at least 50 percent of basketball courts converted to exercise studios. don't want to see AAC become a LA fitness or YMCA like facility.	7/20/2016 10:51 AM
111	oppose any plan to convert the existing ADULT focused AAC into a mega-rec center for small kids and teens. very disappointed to be presented a plan that, based on the presentation, is the most expensive option for taxpayers. Absolutely no attempt to utilize existing building layout, as originally designed. The primary AAC demographic members are ADULTS. very few children live in Addison. Most families move to suburbs when kids become school age. At our meeting, we were told by Randy that they had 20 kids out of 4,000 AAC members! I was speechless to see a proposal to spend millions on such a tiny, tiny demographic.	7/20/2016 10:34 AM
112	love it! looks great!	7/20/2016 10:09 AM
113	The club needs some updating, but not \$6.2 M worth. An expenditure of this amount is fiscally irresponsible and unnecessary.	7/20/2016 9:42 AM
114	More programs for children. Would love sports club (like tennis club or swim club) for kids 16 and under to get together on a regular basis	7/20/2016 9:37 AM
115	It sounds like a great plan and I support it!	7/20/2016 9:29 AM

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116	Annual membership fees are the first step for expanding membership to non-Addison residents. The club should remain for Addison residents only. By charging an annual fee, you make it much easier to later allow non-residents to get an annual membership.	7/20/2016 8:46 AM
117	I was hoping there would be a more thorough survey, but hopefully, I can get my comments in this section. First, though new machines were mentioned, there was no mention of free weights like S bar, plates, a Smith machine, or dumbbells that go up to 100 pounds. Second, the cafe and bigger lounge areas are impractical and a waste of space. This is an athletic club, not a family center or community center. Third, would segmenting the pool into an "adults only" and "families" section be feasible? The upper portion seems to always have adults, singles mainly, and the lower portion seems to naturally have the families. Just a thought. Fourth, it is my hope the new programmable spaces will have ones designed for crossfit and athletic training with items for H.I.I.T., vertical leap drills, heavy ropes, etc, etc. Fifth, will the track have better straight lanes for sprints? Sixth, a shower by the pool for people coming directly to the pool who don't work out or from the volleyball court to wash off without going to locker room. Seventh, shade for the seats on the tennis court which could be done by the same company who does the shade used from the pool. Eighth, as discussed with others who work out there, the culture and demographics of Addison must be reflected in its athletic club. While there are many seniors, there are also many singles who choose to live in Addison because Addison draws them. They should be accommodated, because while almost every city has nearly everything geared towards families with kids, Addison has no public middle or high schools. To make the AAC geared towards a transitory demographic is senseless and is not good for the long haul. Families will and do move to other cities when their kids grow up, but singles will continually be drawn to Addison for its many restaurants, nightlife, affordable housing, and similar demographic. The AAC should not lose sight of this.	7/20/2016 12:16 AM
118	I'd rather have these funds refunded to the tax payers than spent on renovation.	7/19/2016 8:25 PM
119	I have enjoyed playing raquetball. As a new person to the area, I came here and met friends because of raquetball. I would not be a member otherwise. Thank you.	7/19/2016 7:41 PM
120	I would support both an increase in membership fee and property tax rate for this great Perk of living in Addison	7/19/2016 4:46 PM
121	When you call in an architect and "think outside the box", you will get a re-architected space. That doesn't make it the right thing for Addison. Keep the AAC the "AAC" not rec center. Take care of maintenance items don't build a new structure. Reception desk could be moved with current configuration with very little cost. Could close current stair by racket ball courts and put a multi-purpose or game room there. Eliminate the remaining racket ball courts and put a spin area in one - may be small but current spin classes very lightly attended anyway. Don't need so many closed off room areas - ruining the feel of the club. Current machines are not "too close together" as architect stated. Would support membership fee increase if it doesn't go crazy.	7/19/2016 4:08 PM
122	I saw and heard that there was a proposed remodel, and I just assumed up until this point that it would have included racquetball courts. This is a major point of contention and I am going to become as active as I am able to become to advocate for their inclusion as a part of any remodel. As mentioned earlier, I didn't see any word in the Master Plan that discussed the new Spa. And, I'm not sure what the current maintenance costs of the HVAC are and understand that significant cost savings could be generated over time with an updated system, but how is that intended to "improve user experience"? What are the current costs, and how long would it take the new system breakeven?	7/19/2016 2:52 PM
123	new hours on saturday and sunday. open at 6 on saturday and 7 on sunday. clean under equipement. no tank tops for men- hygenic purposes. visitors need to sign in at front desk.	7/19/2016 1:11 PM
124	club is currently not being cleaned well	7/19/2016 1:06 PM
125	keep out of our fine athletic club	7/19/2016 12:57 PM
126	6.5 million is very expensive. you should find better contractors.	7/19/2016 12:52 PM
127	Financial impact should be explained in more detail.	7/19/2016 12:47 PM
128	This club is a selling point. Nothing wrong with club now, just needs a new HVAC	7/19/2016 12:43 PM
129	Keep memberships for residents and Addison employees only	7/19/2016 12:29 PM
130	I purchased my house next to the club to play racquetball. PLEASE DO NOT REMOVE THE RACQUETBALL COURTS.	7/19/2016 12:10 PM
131	Fix the roof and other leaks.	7/19/2016 11:03 AM
132	I like the club as is, but I know some things should be updated	7/19/2016 10:30 AM
133	Where would the money come from, I have not seen anything in the budget for this \$6, million expense and I would not support a property tax.	7/19/2016 6:24 AM
134	The AAC is a good thing. Let's keep it that way with a more careful, more budget friendly update.	7/18/2016 11:55 PM

## 2016 Athletic Club Master Plan

135	There is NO NEED to remodel as it is "up to date". Keep the STEAM ROOMS, A/C improvement makes sense but the rest is too expensive. EVERYTHING IS FINE NOW, why spend MONEY for frivolous things? Very, very few in Addison want to pay for these luxuries. Just maintain what you have now.	7/18/2016 9:34 PM
136	I think the athletic club is a huge perk for living in Addison. I'm proud to be a part of it!	7/18/2016 8:42 PM
137	I am very impressed with the plan. Very excited about it	7/18/2016 7:22 PM
138	Great facility, lots more families would also be great	7/18/2016 5:25 PM
139	access to purchase drinks, snacks (healthy ones not from vending machines)	7/18/2016 5:23 PM
140	new spin bikes	7/18/2016 5:20 PM
141	The free to residents athletic Center is a massive marketing coup for Addison and was one of the main reasons I purchased my house in Addison and not a surrounding town. By threatening membership fees you will drive people away from this perfectly serviceable facility and align the town closer to it's generic, uninspiring neighbourhoods. The ventilatuon state in the building needs an overhaul and the indoor pool needs refurbished. That's it!	7/18/2016 3:36 PM
142	In light of revelations about increased Belt Line Rd expense, I'm not for more debt. Wish we hadn't painted the crosswalks and had spent that money on this project.	7/18/2016 3:22 PM
143	most citizens in addison are just average people. we don't need to look extravagant. We are not highland park, plano etc.. most people would prefer to spend money on something that is needed. this update is not needed.	7/18/2016 3:17 PM
144	please include youth 10-14 activities and fitness classes.	7/18/2016 3:13 PM
145	I like the concept but it's pretty good already. Just needs a few tweaks.	7/18/2016 3:10 PM
146	I am fine with the way things are now other than maybe a little more room for the workout machines and weights	7/18/2016 2:45 PM
147	sauna and steam	7/18/2016 2:45 PM
148	place good heating and air, make athletic club safe and keep saunas & steam room as usable.	7/18/2016 2:33 PM
149	I think a remodel would be nice, but the main "attractions" to the club for me, personally, will be removed by the current plans (sauna, steam room, and racquetball courts).	7/18/2016 2:29 PM
150	looks good, relatively economical	7/18/2016 2:15 PM
151	I wish they would open earlier on Sunday.	7/18/2016 2:13 PM
152	much needed	7/18/2016 2:12 PM
153	Club is nice now if you are increasing property tax...not interested at all	7/18/2016 2:08 PM
154	I would vote against anything that raises memberships fees or opens our club up to non-residents.	7/18/2016 1:52 PM
155	Thank you to everyone who has worked on this! It looks fabulous. :) One last plug for a Stepmill machine--it is great for getting heart rate up without impact...one of the few machines that doesn't bother my plantar fasciitis ; ) Thanks again! Bravo!	7/18/2016 1:50 PM
156	I think the club is fine as it is. Better exercise machine maintenance is all that is needed.	7/18/2016 1:48 PM
157	I think the facility is great and only needs minor upgrades to the A/C and the equipment.	7/18/2016 1:41 PM
158	please fix the leaking roof	7/18/2016 1:40 PM
159	The Athletic Facility needs a digital membership program that can keep track of check ins and exercise programs. It would be very useful for reminding people to use the facility and monitor their healthiness. There needs to be better shower capabilities before you get into pool. There should be a way to get better basketballs in the gym by swapping out your Addison membership card or mobile checkout	7/18/2016 1:26 PM
160	I am very thankful for the club I have use since 1997. The 2003 upgrade was in fact an improvement. I generally trust that the Town will responsibly continue to improve the club.	7/18/2016 1:25 PM
161	- 0 -	7/18/2016 1:20 PM
162	update HVAC and regular maintenance and cleaning equipment and facility is all we need.	7/18/2016 1:10 PM
163	hire people who will keep things clean! Pool is filthy!	7/18/2016 1:01 PM
164	the only thing that should be done is to convert the pools to a salt water or ozone system. Wellness should be a priority	7/18/2016 12:55 PM
165	fix ac	7/18/2016 12:51 PM
166	the space and amenities are much appreciated	7/18/2016 12:48 PM

## 2016 Athletic Club Master Plan

167	more multi sport focus, soccer, futsal, training for athletics and cross fit	7/18/2016 12:44 PM
168	more multi sport focus, soccer, futsal, training for athletics and cross fit	7/18/2016 12:44 PM
169	benches out front for children and people waiting on rides	7/18/2016 12:41 PM
170	Please listen to the small suggestions. Study areas	7/18/2016 12:25 PM
171	Don't want it	7/18/2016 12:22 PM
172	Some elements that are included/excluded may not have come out in the focus groups. Who let them? Who designed the questionnaire? Not sure it was done properly	7/18/2016 12:20 PM
173	Excellent	7/18/2016 12:16 PM
174	Love indoor pool most important thing to me Like steam room for allergies Simple low maniance scale in the locker rooms	7/18/2016 12:12 PM
175	HVAC, BASKETBALL GYM, TRACK, LOCKER ROOMS AND SHOWERS NEED TO BE UPDATED AND REPAIRED. BEYOND THIS I DON'T SEE A NEED.	7/16/2016 6:38 PM
176	The AAC is the most important space to build our sense of community. It enhances our property values. I love the friendships my daughter has built participating in the children's activities. The AAC was one of the top reasons our family bought a house in Addison. We need to care for it and enhance it.	7/16/2016 10:41 AM
177	It looks awesome and brings our club a modern athletic club look and feel.	7/16/2016 10:07 AM
178	uncertain most improvements are needed. Improved air and heat makes sense	7/16/2016 9:56 AM
179	Would love the yoga room to be equipped to have a barre class...there are many different types, bar method, pure barre, etc. but the barre is all the same.	7/16/2016 8:49 AM
180	I suggest paying an small annual fee. I am hearing suggested amounts of about \$20 a month = \$240 annually compared to previous 1 time \$10 fee. I just dont use the Athletic center enough for an annual \$240 fee.	7/15/2016 9:31 PM
181	Do it as soon as possible. It will have to be done eventually and will only get more expensive with time. There will be criticism and dissatisfaction either way: It will further deteriorate and be outdated, in which case it will no longer be a real estate sales asset and a community draw, or we will spend money on it and those who don't use it will say it wasn't money well spent. Bite the bullet, finance it even with increased fees (free is ridiculous and out of date) and other means and get the whole plan done.	7/15/2016 9:27 PM
182	Thanks to Randy Rogers and his crew for the fantastic job they do with our facilities, programming, and staff at the AAC!	7/15/2016 6:28 PM
183	Money could be better spent on making Addison a better running, pedestrian and biking riding friendly city.	7/15/2016 4:43 PM
184	The committee should visit Cooper Fitness Center. They have done an excellent job of remodeling [2 years ago, I think] and maintaining a beautiful and highly functional facility.	7/15/2016 4:37 PM
185	thanks for including us	7/15/2016 4:35 PM
186	I would consider having a monthly due for the club to pay for the upgrades. I do not like the idea of increased tax simply because once a tax is increased, it never decreases. The issue with the monthly dues is you will need to be lower than what Crunch fitness charges otherwise you risk losing time members. We are building a "brand" in Addison with the work along Beltline and art work around town which I think is great. In order to be a destination, Addison has to separate itself from Plano, Frisco etc.. The upgrades to the AAC will help us in that effort. With the new development in the old Sam's Club location, it will bring new folks to the area that will want to join the AAC, especially with the upgrades. That's why I vote for a monthly dues program. Perhaps for the older residents on a fixed income a sliding scale is the best option.	7/15/2016 4:29 PM
187	This is not the time to take on another \$6.5 Million obligation. The Town has several large expenses hanging over it's head presently, to wit: \$6.5 Million obligation to Addison Groves Project \$30 Million to finish the Beltline Beautification Project ??? Million to settle the Water Tower wind charger litigation ??? Million to settle the Farmers Branch Creek litigation \$38 Million to repave Midway Road. "You spend a million here, and a million there, and pretty soon you spent a dollar or two"	7/14/2016 6:19 PM
188	Suits most of our needs. To ask all of Addison residents to fund a facility that less than .08% use is amazing.	7/14/2016 5:00 PM
189	I'd be much happier paying more if I could get more class options and at the affordable senior rate.	7/14/2016 2:11 PM
190	Despite its being dated, the facility continues to be an Addison jewel.	7/13/2016 5:21 PM
191	I would be happier if they just improved the A/C and added some new equipment in the weight room	7/13/2016 4:24 PM

## 2016 Athletic Club Master Plan

192	I look forward to updating the great asset we have, living in Addison. I just hope it will be open during the construction, so that we can use it, of course.	7/13/2016 3:20 PM
193	I am against spending any additional we do not have in our budget,lets finish the projects that we have already started.	7/13/2016 12:40 PM
194	Climbing wall would be great Committed space for older kids	7/13/2016 12:14 PM
195	the club is a great asset to the community	7/13/2016 12:13 PM
196	I cannot believe you are taking the last 2 racquetball courts out. You need to keep at least 1. Who was part of your focus group? A bunch of senior citizens who have no interest in R-ball? Going from 4 to 2 to 0 courts. Come on. Every time I'm up there in the evenings they are packed. When I come in the afternoons there are courts reserved. So I know the courts are being used. It is not wasted space the lobby doesn't need to be bigger. Bigger for what so people can SIT around doing nothing. And a cafe really? What a terrible idea, oh wait it's so people can SIT around do nothing. You have wasted space where the vending machines are us that for a lounge or cafe. If it ain't broke don't fix it! I would pay more for membership if you keep the courts. I also take classes up there, use the track, and treadmills. As I said the courts are almost always full with people waiting get on a court.	7/13/2016 11:59 AM
197	Well planned.-like the idea of game room-should be activities for all ages. Hope monies are approved for all changes Currently do not used health club-but there's always hope	7/13/2016 11:48 AM
198	Great in terms of increased security -- more centralized front-desk. Will the cost of this plan affect funds available for hiring a full-time security guard at AAC?	7/13/2016 11:24 AM
199	Such a big improvement. Question: What kind of timeframe is proposed for the changes? All at once? Would AAC be closed? For how long? What time of year?	7/13/2016 11:13 AM
200	n/a	7/13/2016 9:54 AM

**APPENDIX 2 – COST ESTIMATE DETAIL**

**Appendix 2**  
**Cost Estimate Detail**

<b>Heating / Air Conditioning / Elevator / Painting / Carpet</b>		<b>\$841,000</b>
Heating and Air Conditioning Replacement	\$	616,000
Elevator Replacement	\$	80,000
General Painting	\$	75,000
Carpet Replacement	\$	70,000
		<b>\$841,000</b>
<b>Lobby / Core Building Improvements</b>		<b>\$1,997,500</b>
Selective Demolition - Includes any demolition associated with the relocation of the welcome desk, walls, ceilings, light fixtures, etc.	\$	150,430
New Welcome Desk - New custom millwork associated with relocation the welcome desk; includes accessible countertops	\$	75,000
Improved Acoustics - Includes new ceilings; enclosing openings in racquetball courts wall; additional acoustical wall treatment	\$	58,360
New Flooring - includes all existing floor areas not covered by other items; includes offices, meeting rooms, child watch, library, etc.	\$	114,740
New Interior Walls - New walls to replace existing where modifications of the existing plan has changed	\$	185,650
Interior Painting - general painting of new and existing walls not previously covered	\$	151,310
Floor Finishes - General replacement of existing floor coverings not previously completed	\$	112,470
New Cabinets - Includes new millwork to replace existing cabinets in the break room, office areas, child watch room, etc.	\$	125,800
New Interior Glass, Mirrors and Frames - Proposed replacement of existing interior storefront and added mirrors in the converted exercise rooms.	\$	95,545
New Doors and Hardware - Replace all 30 year old doors and hardware sets.	\$	105,525
New Fire Protection - Update the existing fire sprinkler and fire alarm systems throughout the building.	\$	91,700
Toilet Accessories - Replace toilet accessories in the restrooms not associated with the locker rooms.	\$	7,465
Operable Walls - Replace the existing operable walls in the meeting/break room area to improve the sound rating.	\$	32,270
Signage and Graphics - New updated signage and graphics throughout the building to help accessibility compliance.	\$	25,800
Sound System - Replace existing sound system equipment and speakers to address renovated areas	\$	95,040
Access Control/Security - Update access control system and security cameras to improve overall member safety.	\$	132,100
New Lighting and Electrical - Install new lighting and upgrade electrical systems as required due to renovations.	\$	438,295
		<b>\$1,997,500</b>

**Appendix 2**  
**Cost Estimate Detail**

<b>Gymnasium and Track Improvements</b>		<b>\$385,120</b>
New Track Surface - Removal of existing track surface and installation of new track material	\$	59,840
New Guardrail - Removal of the existing guardrail and installation of new guardrail to meet current building codes	\$	69,350
New Lighting - Removal of existing gymnasium light fixtures and installation of new LED fixtures for improved overall lighting and energy efficiency	\$	74,500
New basketball Goals and Operators - Removal of existing goals and backstops and installation of new equipment and motors	\$	45,960
New Wall Pads - Removal of the existing wall pads and installation of new padding and color selection	\$	40,635
New Sound System - Installation of a stand alone sound system and microphones	\$	25,330
Painting - New painting of the interior walls and roof deck after renovation work is complete	\$	41,155
Miscellaneous Improvements - miscellaneous work not covered by the items lasted above	\$	28,350
		<b>\$385,120</b>
<b>Locker Room Upgrades</b>		<b>\$1,028,500</b>
Demolition - Demolish existing floors, walls and ceilings to rebuild the locker rooms	\$	46,850
New Interior Partitions - New walls, frames and doors associated with the reconfiguration of the locker rooms	\$	149,345
New Showers/Toilet/Sinks - Plumbing costs associated with the reconfiguration of the locker rooms	\$	510,625
Locker Room Tile/Carpet/Waterproofing - New tile floors and walls along with required waterproofing; new carpeting in the locker room areas	\$	252,600
Toilet Partitions/Accessories - New toilet partitions and accessories associated with the reconfiguration of the locker rooms	\$	25,700
Painting - New painting of the interior walls and ceilings after the renovation work is complete	\$	15,000
New Lockers - Replace existing lockers with new phenolic lockers after the renovation work is complete	\$	28,380
		<b>\$1,028,500</b>



AI-1938

24.

**Work Session and Regular Meeting**

**Meeting Date:** 10/11/2016

**Department:** Council

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**AGENDA CAPTION:**

Discussion Regarding The **Role Of The City Council In The Consideration And/Or Approval Of Severance Agreements Between The Town Of Addison And Town Employees.**

**BACKGROUND:**

Mayor Todd Meier requested that the Addison City Council have a discussion about the Town's policy related to employee severance agreements.

The City Council appoints four employees:

- City Attorney
- City Manager
- City Secretary
- Municipal Court Judge

Severance arrangements with these appointed officials are typically the purview of the City Council.

General employees of the Town are under the supervision and authority of the City Manager as outlined in the Town Charter. Accordingly, severance arrangements with general employees are typically handled by the City Manager.

Mayor Meier would like to discuss what the City Council's role should be related to consideration and/or approval of severance agreements for employees.

**RECOMMENDATION:**

Provide policy direction to staff.

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