



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

AGENDA

WORK SESSION OF THE CITY COUNCIL

6:00 P.M.

AND

REGULAR MEETING OF THE CITY COUNCIL

7:30 P.M.

JANUARY 13, 2009

TOWN HALL

5300 BELT LINE ROAD

WORK SESSION

Item #WS1 - Discussion regarding branding for the Town of Addison.

REGULAR SESSION

Pledge of Allegiance

Item #R1 - Consideration of Old Business.

Introduction of Employees

Discussion of Upcoming Events

Item #R2 - Consent Agenda.

#2a - Approval of the Minutes for:

December 30, 2008, Special Meeting of the City Council

Item #R3 - Swearing in of Kimberly Lay as Council Member filling a vacancy (by appointment) in the position of City Council Member of the Town of Addison until the May 9, 2009, general Town election.

Item #R4 - Recognition of 2008 Citizen Academy Graduates.

Item #R5 - Discussion and consideration of appointment of a member to the Planning and Zoning Commission.

Item #R6 - Discussion and consideration of approval of a Third Amendment to Ground Lease between the Town of Addison, as Landlord, and Turbine Aircraft Services, Inc., as Tenant, at Addison Airport, that includes: (i) certain structural improvements made to the leased premises, (ii) increasing the land area subject to the Ground Lease, (iii) extension of the said Ground Lease term (the property being generally located at 4550 Jimmy Doolittle Drive, Addison, Texas 75001, and being generally described as Hangar 6 at Addison Airport).

Attachments:

1. Council Agenda Item Overview
2. Memorandum
3. Agreement

Administrative Recommendation:

Administration recommends approval.

Item #R7 - Discussion and update regarding Agreement for the Operation and Management of Addison Airport between the Town of Addison and Washington Staubach Addison Airport Venture.

Item #R8 - Discussion and approval of an award to Nortex Concrete Lift and Stabilization, Inc., in the amount of \$31,790.00, for raising and undersealing pavement on Marsh Lane and Westgrove Drive.

Attachments:

1. Council Agenda Item Overview
2. Bid Tabulation

Administrative Recommendation:

Administration recommends approval.

Item #R9 - Discussion and consideration of award of a contract to Curtco, Inc., in the amount of \$170,820.50, for joint and crack sealing on various roadways.

Attachments:

1. Council Agenda Item Overview
2. Bid Tabulation

Administrative Recommendation:

Administration recommends approval.

Item #R10 - Discussion and consideration of approval of a contract with Ratliff Hardscape, LLC, in the amount of \$471,080.10, for construction of Spruill Park in the Fairfield Development.

Attachments:

1. Council Agenda Item Overview
2. Ratliff Projects
3. List of Bids

Administrative Recommendation:

Administration recommends approval.

Item #R11 - Discussion and consideration of approval of final payment to Tri Dal Celina, Ltd., in the amount of \$39,991.70, for the Vitruvian Park Public Infrastructure Phase 1A.

Attachment:

1. Council Agenda Item Overview

Administrative Recommendation:

Administration recommends approval.

Item #R12 - Discussion and consideration of approval to fund the Cavanaugh Flight Museum sponsorship request, in the amount of \$50,000.00, to assist the Museum in their marketing efforts.

Attachments:

1. Council Agenda Item Overview
2. Cavanaugh Letter

Administrative Recommendation:

Administration recommends approval.

Item #R13 - Discussion and consideration of approval to enter into a contract with Mr. Fred Hill to provide legislative consulting services.

Attachment:

1. Fred Hill Letter
2. Contract

Administrative Recommendation:

Administration recommends approval.

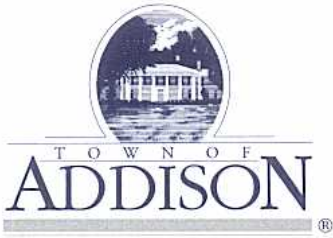
Adjourn Meeting

Posted:

January 9, 2009, at 5:00 P.M.

Lea Dunn - City Secretary

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



OFFICE OF THE CITY MANAGER
Post Office Box 9010 Addison, Texas 75001-9010

(972) 450-7000 • FAX (972) 450-7043
5300 Belt Line Road

MEMORANDUM

DATE: January 8, 2009

TO: Mayor and Council

FROM: Lea Dunn, Deputy City Manager

SUBJECT: Addison Branding Study Research Findings and Recommendations

In anticipation of the discussion Tuesday evening, attached is a copy of the findings and recommendations that were previously presented to Council.

**OFFICIAL ACTIONS OF A SPECIAL MEETING
OF THE CITY COUNCIL**

December 30, 2008
7:30 P.M.
Council Chambers
5300 Belt Line Road

Present: Mayor Chow, Councilmembers Braun, Hirsch, Meier, Mellow and Niemann

Absent: None

Item #R1 - Consideration of Old Business.

No employees were introduced to the Council.

Item #R2 - Consent Agenda.

#2a - Approval of the Minutes for:

November 25, 2008, Regular City Council Meeting and Work Session

The Minutes for November 25, 2008, Regular City Council Meeting, were approved with the following addition:

Item #R5, add: "There was no action taken."

Councilmember Niemann moved to duly approve Item #2a with the foregoing change.

Councilmember Mellow seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Meier, Mellow and Niemann

Voting Nay: None

Absent: None

Item #R3 - Mr. Phil Busch will speak to Council in reference to the Bond Election and his voting concerns.

Mr. Phil Busch spoke to Council in reference to the Bond Election and his voting concerns.

No action was taken.

Item #R4 - Discussion and consideration of approval of an ordinance appointing Larry Dwight as Municipal Court Judge to Addison Municipal Court of Record No. 1; and authorizing the City Manager to enter into a compensation agreement with Larry Dwight for services rendered as municipal court judge.

Councilmember Niemann moved to duly approve Ordinance 008-056 appointing Larry Dwight as Municipal Court Judge to Addison Municipal Court of Record No. 1; and authorizing the City Manager to enter into a compensation agreement with Larry Dwight for services rendered as Municipal Court Judge with a start date of 12/31/08-12/30/2010, and to remove the provision that the judge cannot serve beyond the term.

Councilmember Braun seconded. Motion carried.

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

Item #R5 - Discussion and consideration of approval of an ordinance appointing U.H. Specht as an alternate City Judge to Addison Municipal Court of Record No. 1; and authorizing the City Manager to enter into a compensation agreement with U.H. Specht for services rendered as a Municipal Court Judge.

Councilmember Niemann moved to duly approve Ordinance 008-057 appointing U.H. Specht as an alternate City Judge to Addison Municipal Court of Record No. 1; and authorizing the City Manager to enter into a compensation agreement with U.H. Specht for services rendered as a Municipal Court Judge with a start date of 12/31/08-12/30/2010, and to remove the provision that the judge cannot serve beyond the term.

Councilmember Mellow seconded. Motion carried.

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

Item #R6 - Discussion and consideration of approval of an ordinance appointing Albert Fenton as an alternate City Judge to Addison Municipal Court of Record No. 1; and authorizing the City Manager to enter into a compensation agreement with Albert Fenton for services rendered as a Municipal Court Judge.

Councilmember Niemann moved to duly approve Ordinance 008-058 appointing Albert Fenton as an alternate City Judge to Addison Municipal Court of Record No. 1; and authorizing the City Manager to enter into a compensation agreement with Albert Fenton for services rendered as a Municipal Court Judge with a start date of 12/31/08-12/30/2010, and to remove the provision that the judge cannot serve beyond the term.

Councilmember Meier seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Meier, Mellow and Niemann

Voting Nay: None
Absent: None

Councilmember Niemann recused himself for Item #R7 and did not participate in the discussion or vote.

Item #R7 - FINAL PLAT/Meridian Square. Discussion and consideration of approval of a final plat for forty-eight (48) townhome lots and three (3) condominium lots, located at the southeast corner of Quorum Drive and Airport Parkway, on application from Addison Urban Land Development Partners, LLC, represented by Mr. Matt Alexander of Dowdey, Anderson & Associates.

Councilmember Mellow moved to duly approve of a final plat for forty-eight (48) townhome lots and three (3) condominium lots, located at the southeast corner of Quorum Drive and Airport Parkway, on application from Addison Urban Land Development Partners, LLC, represented by Mr. Matt Alexander of Dowdey, Anderson & Associates, subject to conditions.

Councilmember Braun seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Meier and Mellow
Voting Nay: None
Absent: None

Item #R8 - REPLAT/Hanover Park Addition. Discussion and consideration of approval of a replat of Lot 1R-A, and Lot 1R-B, Block 1, located at the southwest corner of Dallas North Tollway and Excel Parkway, on application from Nueterra Real Estate Companies, LLC, represented by Mr. Michael Krach.

Councilmember Meier moved to duly approve a replat of Lot 1R-A, and Lot 1R-B, Block 1, located at the southwest corner of Dallas North Tollway and Excel Parkway, on application from Nueterra Real Estate Companies, LLC, represented by Mr. Michael Krach, subject to conditions.

Councilmember Niemann seconded. Motion carried.

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

Councilmember Meier recused himself for Item #R9, left Chambers, and did not participate in the discussion or vote.

Item #R9 - Discussion and consideration of approval of a request by the Super 8 Hotel located at 4150 Beltway Drive for an ordinance for a meritorious exception to Chapter 62, Signs, Sec 62-163 Area.

Councilmember Mellow moved to duly approve a request by the Super 8 Hotel located at 4150 Beltway Drive for Ordinance 008-059 for a meritorious exception to Chapter 62,

Signs, Sec 62-163 Area with the north, south and east sides to have 25.25" number "8's".

Councilmember Hirsch seconded. Motion carried.

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

Councilmember Meier returned to Chambers.

Item #R10 - Discussion and consideration of approval of revisions to the Employment Status Policy #3.03 of the Town of Addison Employee Handbook.

Councilmember Niemann moved to duly approve of revisions to the Employment Status Policy #3.03 of the Town of Addison Employee Handbook.

Councilmember Mellow seconded. Motion carried.

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

Item #R11 - Discussion and consideration of approval of the purchase of four (4) 2009 CID Vehicles, two (2) 2009 1/2 Ton Trucks, and one (1) 2009 ¾ Ton Truck under the Town's Inter-local Agreement with the Houston-Galveston Area Council (HGAC).

Councilmember Braun moved to duly approve of the purchase of four (4) 2009 CID Vehicles, two (2) 2009 1/2 Ton Trucks, and one (1) 2009 ¾ Ton Truck under the Town's Inter-local Agreement with the Houston-Galveston Area Council (HGAC).

Councilmember Meier seconded. Motion carried.

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

Item #R12 - Presentation of the Fourth Quarter Financial Report.

Jason Cooley presented the Fourth Quarter Financial Report.

There was no action taken.

Item #R13 - Discussion and consideration of approval of a resolution of the City Council of the Town of Addison, Texas, supporting the Dallas Area Rapid Transit (DART) State Legislative Agenda for the 81st Regular Session of the Texas Legislature.

Councilmember Hirsch moved to duly approve Resolution R08-022 of the City Council of the Town of Addison, Texas, supporting the Dallas Area Rapid Transit (DART) State Legislative Agenda for the 81st Regular Session of the Texas Legislature.

Councilmember Niemann seconded. Motion carried.

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

Item #R14 - Discussion and consideration of approval of a resolution of the City Council of the Town of Addison, Texas, supporting the Rail North Texas initiative and a legislative position on a primary rail legislative program with supplemental roadway improvements.

Councilmember Niemann moved to duly approve Resolution R08-023 of the City Council of the Town of Addison, Texas, supporting the Rail North Texas initiative and a legislative position on a primary rail legislative program with supplemental roadway improvements.

Councilmember Meier seconded. Motion carried.

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

Item #R15 - Discussion and consideration of approval of an Ordinance authorizing and allowing updated service credits in the Texas Municipal Retirement System for service performed by qualifying members of TMRS who are presently members, providing for increased prior and current service annuities for retirees and beneficiaries, and providing for other matters related thereto.

Councilmember Niemann moved to duly approve Ordinance 008-060, removing the Annually Recurring Option; and Ordinance 008-061, adopting the 70% ad hoc option.

Councilmember Meier seconded. Motion carried.

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

Item #R16 - Discussion and consideration of any action relating to the appointment and duties of the City Secretary.

Councilmember Meier moved to duly approve the appointment of Lea Dunn to assume the duties of the City Secretary.

Councilmember Braun seconded. Motion carried.

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

Item #R17 - Discussion and consideration of approval of and action regarding adoption of a resolution filling a vacancy (by appointment) in the position of City Council Member of the Town of Addison until the May 9, 2009, general Town election, and take appropriate action.

Councilmember Hirsch moved to duly approve Resolution R08-024 filling a vacancy (by appointment) in the position of City Council Member of the Town of Addison until the May 9, 2009, general Town election, and take appropriate action by the appointment of Kimberly Lay to fill the vacancy.

Councilmember Mellow seconded. Motion carried.

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

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

Mayor-Joe Chow

Attest:

City Secretary-Lea Dunn

ITEM #R3

There are no Attachments for this Item.

ITEM #R4

There are no Attachments for this Item.

ITEM #R5

There are no Attachments for this Item.

Council Agenda Item: #R6

SUMMARY:

Consideration of approval of a Third Amendment to Ground Lease between the Town of Addison, as Landlord, and Turbine Aircraft Services, Inc., as Tenant, at Addison Airport, that includes; (i) certain structural improvements made to the leased premise, (ii) increasing the land area subject to the Ground Lease, (iii) extension of the said Ground Lease term (the property being generally located at 4550 Jimmy Doolittle Drive, Addison, Texas 75001, and being generally described as Hangar 6 at Addison Airport).

BACKGROUND:

Turbine Aircraft Services, Inc (TAS) is a Specialized Aircraft Service Operator located at 4550 Jimmy Doolittle Dr. at Addison Airport. TAS is seeking the approval and consent of the Town of Addison to perform certain structural improvements to be made to the leased premises.

On April 9, 2008, the TAS building improvements incurred extensive structural damage caused by tornado-force winds and heavy rain. Although the final assessment of actual damage to the building will not be fully known until actual repairs and restoration commence, much of the existing hangar will need to be demolished and reconstructed at a cost ranging from \$740,000 to nearly \$1.4 million. The tenant was fully insured with 100% building replacement value coverage as required by the Ground Lease. The Town and F&M Bank, the mortgagor, have entered into an escrow agreement whereby the insurance proceeds are being held on account for TAS, ensuring they are used appropriately for the restoration of the property. In anticipation that much of the existing hangar and building will need to be demolished and reconstructed, TAS is proposing to augment the insurance proceeds with an additional Fifty Thousand Dollars (\$50,000.00) in capital reinvestment and construct a larger hangar and office facility supported with 28-foot high door clearances. In all, the new structure will be 30% larger than the existing damaged facility.

TAS is also seeking the consent of the Town of Addison to amend the terms and conditions of the Ground Lease to modify the description of the demised premises to reflect the increased land area square footage, to adjust the monthly rental installment to reflect the increased demised premises and lastly, to extend the Ground Lease term 16 years. The recommended extension is consistent with the Addison Airport Lease Policy and Lease Guidelines. As the Airport is to benefit from what would otherwise be a new 32,000 square foot hangar/office facility designed to accommodate the larger jet aircraft, which under the Policy qualifies for a 35-year term. TAS also meets or exceeds the qualifications for the additional 5 bonus years to be added to the term for a total amended term of 40 years.

RECOMMENDATION:

Turbine Aircraft Services, Inc. has been a ground tenant in good standing with the Town and Addison Airport ever since acquiring its ground leasehold interests. It has already expended over \$1 million in enhancing and upgrading the property since taking possession of it in 2002. As a result of the needed restoration and the proposed improvements, the oldest portion of the TAS facility will be less than six years old. TAS' proposal to enlarge the demised premises and facilities is consistent with the Town's long-term objective for this portion of the airport. Airport Management and Staff recommend the Town approve the requested action and authorize the City Manager, subject to the City Attorney's final review of the executable agreement, to execute and put into effect the proposed Third Amendment to the Ground Lease.

Attachments: Bill Dyer - Memorandum
Third Amendment to Ground Lease
Exhibit "A" - Ground Lease As Amended
Exhibit "B" - New Property Survey
Exhibit "C" - Description of the "Improvements"



William M. Dyer
Real Estate Manager
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Addison, Texas 75001

Main: 972-392-4850
Direct: 972-392-4856
Fax: 972-788-9334
bill.dyer@staubach.com

Memorandum

To: Mark Acevedo, Director of General Services
From: Bill Dyer, Real Estate Manager
CC: Joel Jenkinson, Airport Director
Date: 1/5/2009
Re: Turbine Aircraft Services, Inc., Proposed Amendment to Ground Lease

Turbine Aircraft Services, Inc. (TAS) requests the Town of Addison, as Landlord, to consider and approve the following:

1. Certain structural improvements to be made to the leased premises as proposed by TAS; and
2. In consideration of these proposed improvements, TAS and the Town enter into a proposed Third Amendment to Ground Lease, which provides for, among other things:
 - a) Increasing the land area subject to the Ground Lease by .30 acres (13,091 square feet), so the total leased premises consist of 2.4040 acres; and
 - b) Extend the remaining lease term by an additional sixteen (16) years so the Ground Lease expires, unless otherwise earlier terminated, on June 30, 2048. The recommended extension is consistent with the Addison Airport Lease Policy and Lease Guidelines as discussed below.

The City Attorney has reviewed the proposed Third Amendment and finds it acceptable for the Town's purposes. **Airport Management recommends the Town approve the requested action and authorize the City Manager, subject to the City Attorney's final review of the executable agreement, to execute and put into effect the proposed Third Amendment to the Ground Lease.**

Background Information:

TAS is a specialized aircraft services operator (SASO) located at 4550 Jimmy Doolittle Road at Addison Airport. With the Town's consent, TAS acquired the ground leasehold interests originally held by Hangar Six, Inc. by way of the Assignment of Ground Lease effective July 2, 2002. The original Ground Lease was entered into May 23, 1984 with a commencement date of July 1, 1984 and a 360-month term expiring on June 30, 2014. TAS's acquisition was seller financed and secured by a second-lien deed of trust (the "Fuller lien"). The Town executed a landlord's estoppel letter evidencing its consent and acknowledgement of the subordinated deed of trust.

Simultaneously, with the acquisition and assignment of the Ground Lease from Hangar Six, Inc., TAS and the Town of Addison entered into the (First) Amendment to Ground Lease effective July 2, 2002. In general, this amendment:

1. increased the demised premises from 76,847 square feet to 92,259 square feet or 2.1 acres;
2. affirmed the rental rate at the time of the Amendment to be \$0.4686 per square foot subject to the customary bi-annual rental adjustment over the remaining term;
3. upon the satisfactory completion of \$1 million in approved capital improvements to the leased premises, including 10,000 square feet of additional office and mezzanine space, the lease term was extended an additional 216 months or until June 30, 2032.

The modified lease term was evidenced by that Memorandum of Lease dated July 20, 2002, which was recorded in the Dallas County Official Public Records (Inst # 200201906391).

On April 10, 2003, the Town consented to the creation of a second leasehold mortgage with San Angelo National Bank, which was subordinate and inferior to the ground lease and the Fuller lien.

On April 16, 2003, TAS and the Town entered into the Second Amendment to Ground Lease, modifying the description of the demised premises, which effectively reduced the land area (to 91,626 square feet) and monthly rental installment. Then on September 19, 2005, the Town consented to the creation of a new leasehold mortgage in favor of F&M Bank and Trust which loan proceeds were used to retire the San Angelo lien. Since then, the Fuller lien has also been paid in full and released, leaving F&M Bank and Trust as the only leasehold mortgage encumbering the TAS leasehold interests today.

Casualty Damage to Leasehold Improvements: On April 9, 2008, the TAS building improvements incurred extensive structural damage caused by tornado-force winds and heavy rain. Penetrating winds caused three of the eight hangar doors to collapse inward, allowing air pressure to build up inside the building. This caused the structure to torque on its own foundation to the extent that several of the building columns, beams and purlins within the hangar were damaged beyond repair requiring replacement. The building movement caused the interior sheetrock surfaces to crack throughout much of the building office space and two other hangar door panels were blown outward, causing additional damage to the building exterior and car ports, and moderate damage to the adjacent Landmark FBO building, which has since been repaired.

Although the final assessment of actual damage to the building will not be fully known until actual repairs and restoration commence, much of the existing hangar will need to be demolished and reconstructed at a cost ranging from \$740,000 to nearly \$1.4 million. This estimate does not include the cost of business disruption and interim security required to protect the exposed facility until the repairs are made. Fortunately, the tenant was fully insured with 100% building replacement value coverage as required by the Ground Lease. The Town and F&M Bank, the mortgagor, have entered into an escrow agreement whereby the insurance proceeds are being held on account for TAS, ensuring they are used appropriately for the restoration of the property. Since the casualty occurred, Airport Management has availed itself as a resource for TAS while providing the appropriate oversight of the Town's interests.

The Proposed Improvements: In anticipation that much of the existing hangar and building will need to be demolished and reconstructed, TAS is proposing to augment the insurance proceeds with an additional Fifty Thousand Dollars (\$50,000.00) in capital reinvestment and construct a larger hangar and office facility supported with 28-foot high door clearances. The enlarged hangar will enable TAS to accommodate more of the larger turbine jet aircraft that frequent Addison Airport or are based here. Additionally, TAS will construct 4,583 square feet of attached office/shop space along the south hangar wall and an additional 2,893 square feet of office/shop space along the north hangar wall. In all, the new structure will be 30% larger than the existing damaged facility (refer to Exhibit "C" to the Amendment). Once the proposed reconstruction is completed, the oldest portion of the remaining facility (approximately 7,137 square feet) will be only six years old, with the weighted average age being less than two years old.

Summary of the Proposed Third Amendment to the Ground Lease

In consideration for making the proposed improvements to its Leased Premises, TAS desires to amend the terms and conditions of the Ground Lease as follows:

- Modify the description of the demised premises to reflect the total land area subject to the Ground Lease as given in the new property survey dated October 28, 2008 prepared by Sparr Survey, Inc. (see Exhibit "B" to the proposed Amendment) that increases the demised premises from 91,626.59 to 104,718.24 square feet (or 2.40 acres).
- The monthly rental installment will be adjusted to reflect the increased demised premises from \$4,474.43 to \$5,113.74 beginning the first day of the first month following the effective date of the Third Amendment. The customary and usual bi-annual CPI adjustments shall continue without interruption.
- The term of the Ground Lease is to be extended an additional 192 months (16 years) so that it expires on June 30, 2048 (unless earlier terminated) provided that:
 - TAS completes the proposed repairs, renovations and/or improvements to the demised premises as contemplated in the Third Amendment within 180 days from the effective date of the Third Amendment. Landlord must approve all plans and specifications prior to work commencing.

- TAS provides proof of capital expenditures not less than Fifty Thousand Dollars (\$50,000.00) contributed by TAS toward the total cost of construction over and above any insurance proceeds received.
- If TAS fails to perform in accordance with the Third Amendment, the lease extension shall not be granted.
- Modification of various sections of the Ground Lease to reflect current indemnification and exculpation language consistent with other new and amended ground leases considered by the Town.
- Modification to the property tax provisions wherein if TAS, or its successors and assigns prevail in obtaining a determination from DCAD or any other authority that the buildings and other improvements on the demised premises are not subject to property taxation, the rental rate is to be incrementally increased by Landlord to equal that amount the Town would have otherwise received as tax revenue.
- Reciprocal provisions are given with respect to Force Majeure.

Conclusion and Recommendation

Turbine Aircraft Services, Inc. is requesting the Town to consider and consent to TAS making certain structural improvements to their demised premises. These improvements include the demolition and reconstruction of a significant portion of the existing facility, which was damaged in a recent storm beyond economic repair. In addition to restoring the existing improvements, TAS proposes to enlarge their facility footprint by nearly 30% or 7,476 square feet, thereby increasing the hangar floor area and its clear span height of up to 28-feet. This expansion will greatly enhance TAS's ability to accommodate larger jet aircraft. In consideration of these improvements, TAS is seeking a third amendment to the Ground Lease which includes, among other things, increasing the land area included within the demised premises and extending the Ground Lease term by an additional 16 years; and requires TAS to contribute Fifty Thousand Dollars (\$50,000.00) in additional capital (over and above any insurance proceeds TAS receives as a result of the storm damage) to be expended toward the construction costs of the proposed building improvements.

In accordance with the Addison Airport Lease Policy¹ (1998) and the Airport Management Lease Guidelines (2007) lease extensions may be considered when there is twenty-five years or less remaining on the lease term and generally requires some form of leasehold improvements. Lease extensions are all evaluated based on the conformance to the Purposes and Goal section of the policy, which include, among other things, when the use is consistent with the Airport Master Plan and the Town's strategic vision for the airport and surrounding area. The Town desires high quality development, continued maintenance and enhancement of facilities, and balanced synergistic uses on the airport which provide an appropriate return on the Town's airport assets while treating leaseholders equitably. All lease extensions shall consider (i) the magnitude of the investment to lease term, (ii) provide for ownership of the improvements to be vested in the Town upon the lease expiration, (iii) encourage full

¹ Addison Airport Lease Policy, 1998; Res R98-046

utilization of leased property, and (iii) be in compliance with Federal, State and local laws and assurances.

Turbine Aircraft Services, Inc. has been a ground tenant in good standing with the Town and Addison Airport ever since acquiring its ground leasehold interests located at 4550 Jimmy Doolittle. It has already expended over \$1 million in enhancing and upgrading the property since taking possession of it in 2002. As a result of the needed restoration and the proposed improvements, the oldest portion of the TAS facility will be less than six years old. TAS' proposal to enlarge the demised premises and facilities is consistent with the Town's long-term objective for this portion of the airport, including:

- The proposed use is consistent with the Airport Master Plan and the Town's long-term strategic vision for the airport and surrounding area
- The proposed enlarged facilities will rank the TAS property as the 8th largest hangar facility on the Airport and the 10th largest when including office and shop areas.
- Once completed, the improvements will have the weighted-average age of less than two years, with the oldest having been constructed in 2002, just six years ago.
- The proposed improvements upgrade airport facilities to better meet the future needs and requirements of Addison Airport with higher door clearance and more clear span hangar space to accommodate the largest, most advanced business jets.
- The proposed improvements and extended lease term is compatible with adjacent properties.

It should be noted that Section VI of the Addison Airport Lease Policy of 1998 suggests when the improvements include up to 9,999 square feet or less, the total lease term should be limited to 25 years, plus up to 5 additional years subject to discretionary variables including (i) exceptional contribution to the Airport Master Plan and strategic plan, (ii) 30% or more in ad valorem tax valuation, and (iii) involve major demolition and redevelopment consistent with the Airport Master Plan. In consideration of the TAS proposal, the 25 year limitation is not justified in this case given that the Airport is to benefit from what would otherwise be a new 32,000 square foot hangar/office facility designed to accommodate the larger jet aircraft, which under the Policy qualifies for a 35-year term. TAS also meets or exceeds the qualifications for the additional 5 bonus years to be added to the term, therefore Airport Management is recommending the total amended term of 40 years.

Based upon the above considerations, Airport Management recommends the Town approve the requested action and authorize the City Manager, subject to the City Attorney's final review of the executable agreement, to execute and put into effect the proposed Third Amendment to the Ground Lease.

STATE OF TEXAS §
 § **THIRD AMENDMENT TO GROUND LEASE**
COUNTY OF DALLAS §

This Third Amendment to Ground Lease (hereinafter referred to as the "Third Amendment") is entered into and effective as of January ____, 2009 (the "Effective Date"), between the Town of Addison, Texas a home-rule municipality (hereinafter sometimes referred to as the "Landlord" or the "City"), and Turbine Aircraft Services, Inc., a Texas corporation ("Tenant").

WHEREAS, a Ground Lease was entered into as of May 23, 1984 between the Town (City) of Addison, Texas and Addison Airport of Texas, Inc., as landlord, and Hangar Six, Inc., as tenant, of a 1.764 acre tract of land located at Addison Airport, which Ground Lease provides that its term commenced on July 1, 1984 and is to end 360 months thereafter (or on June 30, 2014); and

WHEREAS, the Base Lease (as defined in the Ground Lease) between the Town of Addison, Texas and Addison Airport of Texas, Inc. has expired, and the Town of Addison, Texas alone is the Landlord under the Ground Lease; and

WHEREAS, the Ground Lease was assigned by Hangar Six, Inc. to Turbine Aircraft Services, Inc. by that Assignment of Lease dated July 2, 2002; and

WHEREAS, simultaneously with the said Assignment of Lease, Landlord and Tenant entered into an "Amendment to Ground Lease" dated July 2, 2002 (the "First Amendment"), which, among other things, amended the description of the demised premises of the Ground Lease as set forth in the First Amendment; and

WHEREAS, the Ground Lease was further amended by that "Second Amendment To Ground Lease" entered into and made effective as of April 16, 2003 (the "Second Amendment") which, among other things, amended the demised premises of the Ground Lease as set forth in the Second Amendment; and

WHEREAS, a copy of the Second Amendment (including a copy of the Ground Lease and the First Amendment) was recorded in the Official Public Records of Dallas County, Texas in Book 2005178, Volume 00077 (Instrument # 200503504117) (the Ground Lease, as amended by the First Amendment and the Second Amendment, hereinafter referred to as the "Ground Lease") and is attached hereto as **Exhibit A** and made a part hereof; and

WHEREAS, on or about April 9, 2008 a portion of the existing building, structure and equipment improvements to the demised premises incurred casualty damage caused by severe weather, and in accordance with the Ground Lease Tenant intends to complete the restoration, repair and replacement of the damaged buildings, structures and equipment to meet or exceed their value, condition and character immediately prior to the casualty event; and

WHEREAS, in addition to Tenant restoring and repairing the damaged building, structure and equipment improvements, Tenant has proposed to construct certain additional

improvements on the demised premises and to add to the demised premises certain additional land located at Addison Airport as described herein, and Landlord and Tenant desire to amend the Ground Lease in the manner set forth below contingent upon the final completion of such additional improvements and the approval thereof by Landlord.

NOW, THEREFORE, for an in consideration of the above and foregoing premises, the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Town of Addison, Texas and Turbine Aircraft Services, Inc. do hereby agree as follows:

Section 1. Incorporation of Premises. The above and foregoing recitals are true and correct and are incorporated herein and made a part hereof.

Section 2. Amendments and Modifications to Ground Lease. The Ground Lease, as described in the above and foregoing recitals, is hereby amended and modified as follows:

A. Amendment to Description of Demised Premises

1. The Ground Lease is hereby amended by amending the description of the demised premises leased to Tenant as set forth in the Ground Lease so that the demised premises shall hereafter comprise the land described in **Exhibit B** attached to this Third Amendment and incorporated herein (the “demised premises”); provided, however, the said demised premises described in the attached Exhibit B and the lease thereof are subject to any and all restrictive covenants, taxes, easements, encroachments, leases, liens, laws, ordinances, rules, regulations, standards, and all other encumbrances or title exceptions, whether of record or not, and including, without limitation, items or matters which are visible or apparent from an inspection of the said demised premises.

2. Rent for the demised premises as amended hereby shall be in an annual amount equal to the product of the number of gross square feet of the demised premises (the number of gross square feet of the demised premises as set forth in Exhibit B to this Third Amendment being 104,718 square feet) multiplied by **\$0.5860** per gross square foot (104,718 square feet times \$0.5860 per gross square foot equals annual rent amount of \$61,364.75), which rent is subject to adjustment as set forth in the Ground Lease. Without offset or deduction, rent shall be paid in advance in monthly installments on or before the first day of each calendar month, determined by dividing the annual rental amount by twelve (12), with the first such installment due on or before the first day of the first calendar month following the Effective Date of this Third Amendment. Landlord and Tenant agree that the rent rate of \$0.5860 per gross square foot is that rent rate as adjusted in accordance with the Ground Lease since the commencement of the Ground Lease and is subject to further and future adjustment as set forth in the Ground Lease (with the next such adjustment to be made on July 1, 2010).

B. Amendment to Term. The term of the Ground Lease may be modified in accordance with the following:

1. The Term of the Lease, currently scheduled to end on June 30, 2032, shall be extended for an additional **192 months** so it shall end on June 30, 2048 (the "Second Lease Extension Period"), but subject, however, to the termination provisions of the Ground Lease. Provided, however, that notwithstanding the foregoing, the Second Lease Extension Period shall not become effective unless and until Tenant has complied with and fully satisfied each of the following terms and conditions:

- (i) Within one-hundred eighty (180) consecutive days immediately following the Effective Date of this Third Amendment (the "Repair and Improvement Period"), Tenant shall have completed upon the demised premises to Landlord's satisfaction the restoration, repair and replacement of the building improvements and equipment that were damaged (the "Damaged Facilities" which are generally described in various damage assessment reports, costs estimates and related correspondence delivered by Tenant to the City kept in the file and records of the Airport Manager, including but not limited to certain letters from Tri-Star Construction, Inc. dated May 27, 2008 and JDA Engineering dated June 4, 2008) during a casualty event (severe weather) that occurred on April 9, 2008 (the "Casualty Event") to at least a condition which meets or exceeds the value, condition and character of such Damaged Facilities immediately prior to the Casualty Event;
- (ii) Within the Repair and Improvement Period, Tenant shall have completed upon the demised premises to Landlord's satisfaction the construction of the remodeling and renovation improvements to the existing building improvements as generally described in **Exhibit C** attached hereto and incorporated herein (the "New Improvements");

For purposes of this Amendment, the restoration, repair and replacement of the Damaged Facilities and the construction of the New Improvements referred to in sub-sections (i) and (ii) above may be jointly or severally referred to hereinafter as the "Building Improvements."

- (iii) Prior to beginning any construction, repair or restoration of any of the Building Improvements on the demised premises, Tenant shall present to Landlord for Landlord's review and consideration of approval, the plans and specifications for the construction of the Building Improvements (the "Plans and Specifications"). Plans and Specifications shall be in accordance with and subject to applicable provisions of the Ground Lease, and be prepared by an architect and/or engineer duly authorized and licensed or registered to practice architecture and/or engineering, as the case may be, in and by the State of Texas. For purposes of this subparagraph (iii), Plans and Specifications shall be approved for Landlord by the City Manager of the Town of Addison, Texas or the City Manager's designee. All construction of the Building Improvements and any other facilities or improvements shall be in accordance with the approved Plans and Specifications, and such construction shall be in a first class, workmanlike manner and in accordance with and subject to the provisions of the Ground Lease. The design and construction of the Building Improvements shall be in accordance and comply with all applicable federal, state, and local laws, statutes, ordinances,

codes, rules, regulations, orders, and standards. Tenant shall promptly pay and discharge all costs, expenses, claims for damages, liens and any and all other liabilities and obligations that arise in connection with any such construction;

- (iv) In connection with the Damaged Facilities, insurance proceeds have been paid, will be paid, or are payable (such insurance proceeds, together with any deductible under a policy of insurance relating to the Damaged Facilities, being the "Insurance Proceeds"). Tenant will promptly provide to the City all information requested by the City regarding or related to Insurance Proceeds and the amount thereof. Tenant shall use the Insurance Proceeds to complete the construction, repair, and renovation of the Damaged Facilities. Additionally, Tenant shall pay at its sole cost and expense no less than Fifty Thousand Dollars and no cents (\$50,000.00) (the "Additional Amount") towards the total construction cost of the Building Improvements over and above the Insurance Proceeds received by Tenant and/or Tenant and the City (as named payees) as a result of the April 9, 2008 Casualty Event (the Insurance Proceeds and the Additional Amount being referred to herein together as "Tenant's Capital Requirement");
- (v) No later than ten (10) days following the earlier of (a) the end of the Repair and Inspection Period and the (b) date of the last of the Certificate of Occupancy and the Conformance Certification (as defined below) to be issued, Tenant shall present evidence to Landlord (to the Landlord's satisfaction) that Tenant has expended at least the Tenant's Capital Requirement to construct the Building Improvements. Such evidence shall include true and correct copies of all receipts or other documents or records indicating the nature of the construction work performed, the cost thereof and the amount paid for such construction work.
- (vi) Tenant shall not, at the time of the issuance of the notice described in subsection B.2. of this Section 2, have violated any provision of the Ground Lease (including the provisions of this Third Amendment), or be in default of any provision of the Ground Lease (and including the provisions of this Third Amendment) beyond any applicable cure period.

2. Upon Landlord's determination that Tenant has fully, finally and timely complied with and satisfied to Landlord's satisfaction each of the terms and conditions set forth in Section 2.B.1, above, Landlord will notify Tenant of the same in writing and the Second Lease Extension Period shall thereafter be in effect. In such event, Landlord and Tenant agree, if requested by the other party, to execute and deliver a written memorandum confirming the Second Lease Extension Period, which confirmation may be filed in the Official Public Records of Dallas County, Texas.

3. If, however, Landlord determines that Tenant has failed to fully, finally and timely comply with and satisfy to Landlord's satisfaction all of the conditions and provisions of Section 2.B.1., above, Landlord shall deliver to Tenant written notice of its failure to comply with and satisfy all the conditions and provisions of Section 2.B.1 and if said conditions remain unresolved, in the sole discretion of Landlord, for more than

thirty (30) days after said notice the Second Lease Extension Period shall not be granted and shall not take effect, and the Term of the Ground Lease shall end on June 30, 2032 (subject to the termination provisions of the Ground Lease).

C. Amendment to Section 6 of the Ground Lease - Section 6 of the Ground Lease is amended to read as follows:

6. Use of Demised Premises and Construction of Improvements: The demised premises shall be used and occupied by Tenant only for the following purposes: sale of aircraft and aircraft parts; aircraft maintenance and repair, aircraft storage; aircraft training, aircraft charter; aircraft rentals; and the provision of aviation administrative and consulting services to Tenant's clients; and not otherwise without the prior written consent of Landlord.

In connection with such use and occupancy, Tenant intends to construct upon the demised premises the improvements depicted in the plans and specifications.

1 – Metal building 225' X 150' with enclosed offices and associated aircraft ramp and vehicle parking.

As set forth in Section 2.B.1 of the Third Amendment to this Ground Lease, Tenant intends to complete the restoration, repair and replacement of the Damaged Facilities and the construction of the New Improvements (together with the existing building improvements on the demised premises, the Damaged Facilities and, the New Improvements shall hereinafter constitute the "Improvements" or "Building Improvements") in accordance with the terms of this Lease, as amended and modified. All construction on or within the demised premises of any kind or nature whatsoever shall be strictly in accordance with plans and specifications submitted by Tenant to Landlord for Landlords' review and consideration of approval, and such construction shall be performed in a first class, workmanlike manner and in compliance with all applicable building codes, standards and ordinances. Such plans and specification shall be prepared by an architect and/or engineer duly authorized and licensed or registered to practice architecture and/or engineering, as the case may be, in and by the State of Texas. Tenant agrees to promptly pay and discharge all costs, expenses, claims for damages (including, without limitation, consequential damages) or injury (including, without limitation, claims for personal injury or death, or property damage or destruction, or economic loss), or any other harm, penalties, fines, liens and any and all other liabilities and obligations which arise in connection with any such construction, and **Tenant shall DEFEND, INDEMNIFY, and HOLD HARMLESS Landlord and Airport Manager, and their respective officials, officers, employees and agents, from and against any and all such costs, expenses, claims, suits, proceedings, damages, penalties, fines liens, liabilities, and obligations without limitation, INCLUDING SUCH COSTS, EXPENSES, CLAIMS, SUITS, PROCEEDINGS, DAMAGES, PENALTIES, FINES, LIENS LIABILITIES, AND OBLIGATIONS WHICH ARE CAUSED BY, ARISE OUT OF, OR RESULT FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LANDLORD OR MANAGER (OR THEIR RESPECTIVE OFFICIALS, OFFICER, EMPLOYEES, AND AGENTS), OR ANY ACT OR**

OMISSION BY LANDLORD OR MANAGER (OR THEIR RESPECTIVE OFFICIALS, OFFICER, EMPLOYEES, AND AGENTS) THAT GIVES RISE TO STRICT LIABILITY OF ANY KIND. Except as provided for in this Lease, Tenant may not construct, locate, install, place or erect any other improvements upon the Leased Premises without the prior written consent of Landlord. It is expressly understood and agreed that Tenant's construction of any building or other improvements shall include the finish-out of such building and improvements in accordance with the plans and specifications for the finish-out of the building or other improvements as submitted by Tenant to Landlord and approved in writing by Landlord. Landlord's approval of any plans and specifications does not impose on Landlord any responsibility whatsoever, including, without limitation, any responsibility for the conformance of the plans and specifications with any governmental laws, regulations, standards, building or other codes, and the like, for which Tenant and its contractors shall have full and complete responsibility and liability.

Tenant will properly and timely submit to the FAA, the Texas Department of Transportation (TxDOT), and any other governmental entity or agency having jurisdiction regarding Addison Airport, a Notice of Proposed Construction or Alteration (FAA Form 7460), when and as required.

Tenant further agrees that the Landlord shall be authorized at all times during any project of construction to enter upon the Leased Premises, and all parts thereof, in order to observe the performance of such construction, and Tenant agrees to provide the Landlord a construction schedule setting out the time of commencement, Substantial Completion and Final Completion of significant elements of the construction, which schedule shall be delivered to Landlord prior to the start of any construction project on the demised premises.

D. Amendment to Section 7 of the Ground Lease - Section 7 of the Ground Lease is amended to read as follows:

7. Acceptance of Demised Premises: Tenant acknowledges that Tenant has fully inspected the demised premises and accepts the demised premises as suitable for the purpose for which the same are leased in their present condition "**AS IS, WHERE IS**" and with all faults and defects, whether known or unknown to either Lessor or Tenant and without representation or warranty of any kind from Lessor as to the status or condition thereof, and further the Ground Lease is subject to any and all currently existing title exceptions or other matters of record or visible or apparent from an inspection affecting the demised premises. Without limiting the foregoing, THERE IS NO WARRANTY, EXPRESS OR IMPLIED, OF SUITABILITY, MERCHANTABILITY, HABITABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE GIVEN IN CONNECTION WITH THIS LEASE.

Without limiting the foregoing, TENANT ACKNOWLEDGES THAT TENANT HAS FULLY INSPECTED THE LEASED PREMISES AND ACCEPTS THE LEASED PREMISES AND THAT THE LEASED PREMISES ARE LEASED TO TENANT "AS IS, WHERE IS, AND WITH ALL FAULTS AND PATENT AND LATENT"

DEFECTS", AND LANDLORD HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS, ANY REPRESENTATION, PROMISE, COVENANT, AGREEMENT, GUARANTY OR WARRANTY OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, AS TO THE QUANTITY, QUALITY, CONDITION, SUITABILITY, HABITABILITY, OR FITNESS OF THE PROPERTY FOR ANY PURPOSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION REGARDING SOIL CONDITIONS, AVAILABILITY OR EFFICACY OF UTILITIES, DRAINAGE, ZONING LAWS, ENVIRONMENTAL LAWS, OR ANY OTHER FEDERAL, STATE OR LOCAL STATUTES, CODES, REGULATIONS OR ORDINANCES. TENANT ALSO ACKNOWLEDGES AND AGREES THAT TENANT'S INSPECTION AND INVESTIGATION OF THE LEASED PREMISES HAVE BEEN ADEQUATE TO ENABLE TENANT TO MAKE TENANT'S OWN DETERMINATION WITH RESPECT TO THE SUITABILITY OR FITNESS OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO SOIL CONDITIONS, AVAILABILITY OR EFFICACY OF UTILITIES, DRAINAGE, ZONING LAWS, ENVIRONMENTAL LAWS, AND ANY OTHER FEDERAL, STATE OR LOCAL STATUTES, CODES, REGULATIONS OR ORDINANCES. TENANT ACKNOWLEDGES THAT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS PARAGRAPH ARE AN INTEGRAL PORTION OF THIS LEASE AND THAT LANDLORD WOULD NOT AGREE TO LEASE THE LEASED PREMISES TO TENANT AS SET FORTH HEREIN WITHOUT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS PARAGRAPH. TENANT FURTHER ACKNOWLEDGES THAT TENANT IS NOT IN A DISPARATE BARGAINING POSITION WITH RESPECT TO LANDLORD. TENANT ACKNOWLEDGES AND AGREES FURTHER THAT THIS LEASE IS SUBJECT TO ANY AND ALL CURRENTLY EXISTING TITLE EXCEPTIONS OR OTHER MATTERS OF RECORD OR VISIBLE OR APPARENT FROM AN INSPECTION AFFECTING THE LEASED PREMISES. TENANT WAIVES ANY IMPLIED WARRANTIES OF SUITABILITY, HABITABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND FURTHER WAIVES ALL CLAIMS BASED ON ANY DEFECT IN THE LEASED PREMISES THAT COULD HAVE BEEN DISCOVERED BY TENANT'S REASONABLE INSPECTION.

E. Amendment to Section 10 of the Ground Lease - Section 10 of the Ground Lease is amended to read as follows:

10. Property Taxes and Assessments: Tenant shall pay, before they become delinquent, any and all property taxes or assessments, and any other governmental charges, fees or expenses, levied or assessed on any improvements on the demised premises, the personal property and fixtures on the demised premises, and, if applicable, upon the leasehold estate of Tenant created hereby. Upon the request of Landlord, Tenant shall from time to time furnish to Landlord "paid receipts" or other written evidence that all such taxes have been paid by Tenant.

If any buildings or other improvements located upon the demised premises are determined to be subject to property taxation by the Dallas Central Appraisal District (or

any successor entity or agency thereto or other agency with the authority to make such determination) (“DCAD”), Tenant will not contest any such determination. Additionally, if a final (non-appealable) determination is rendered by DCAD or a court of appropriate and competent jurisdiction that any such buildings or other improvements are not subject to property taxation, the rent (as the same may be adjusted) for the year in which such final determination becomes effective shall be increased by an amount equal to the property tax revenue from such buildings and improvements that Tenant would have paid to the Town of Addison, Texas in that year but for such final determination (and such initial increased amount shall be paid to Landlord on or before December 31 of such year, unless otherwise agreed to by Landlord); thereafter, the rent (as the same may be adjusted) as so increased shall continue, subject to adjustment as set forth in this Lease.

F. Amendment to Section 21 of the Ground Lease - Section 21 of the Ground Lease is amended to read as follows:

21. Indemnity and Exculpation and Release.

A. Exculpation. The Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas (both in their official and private capacities), and the Airport Manger, and the owners, officers, employees, and representatives of the Airport Manager, shall not be liable to Tenant or to Tenant’s employees, agents, servants, customers, invitees, tenants, licensees, concessionaires, contractors, subcontractors, or to any other person whomsoever, for any death or injury to persons or damage to or destruction of property or any other harm on or about the demised premises or any adjacent area owned by Landlord caused by or resulting from any act or omission of Tenant, Tenant’s employees, agents, servants, customers, invitees, tenants, licensees, concessionaires, contractors, subcontractors, or any other person entering the demised premises under express or implied invitation of Tenant, or arising out of the use or occupation of the demised premises by Tenant, its employees, agents, servants, customers, invitees, tenants, licensees, concessionaires, contractors, or subcontractors and/or the conduct of Tenant’s business thereon, or arising out of any breach or default by Tenant in the performance of Tenant’s obligations hereunder; and Tenant hereby agrees to and shall DEFEND, INDEMNIFY, AND HOLD HARMLESS the Town of Addison, Texas and all of the Addison Persons, and the Airport Manager and all of the Manager Persons (as the terms "Addison Persons" and "Manager Persons" are defined in subsection B of this Section, below) from and against any and all liability, damages, costs, penalties, suits, judgments, losses, expenses or claims arising out of such damage, destruction, injury, death or harm.

B. TENANT’S INDEMNITY OBLIGATION. Tenant shall DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO LANDLORD), INDEMNIFY AND HOLD HARMLESS (i) the Town of Addison, Texas, and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas, individually or collectively, in both their official and private capacities (the Town of Addison, Texas, and the elected officials, the officers, employees, representatives,

and volunteers of the Town of Addison, Texas each being an “Addison Person” and collectively the “Addison Persons”) and (ii) Airport Manager and Airport Manager's owners, officers, employees and agents (Airport Manager and Airport Manager's owners, officers, employees and representatives each being a “Manager Person” and collectively the “Manager Persons”), from and against any and all claims, actions, proceedings, causes of action, demands, losses, harm, damages, penalties, fines, liabilities, expenses, lawsuits, judgments, costs, and fees (including reasonable attorney fees and court costs) of any kind and nature whatsoever made upon, incurred by, suffered by, or asserted against any Addison Person or any Manager Person, whether directly or indirectly, (collectively for purposes of this Section, “Damages”), that result from, relate to, or arise out of, in whole or in part, (i) any condition of the demised premises caused in whole or in part by Tenant or by any of Tenant's owners, directors, shareholders, partners, managers, officers, employees, agents, representatives, engineers, consultants, contractors, subcontractors, tenants, licensees, invitees, patrons, concessionaires, or any other person or entity for whom Tenant is legally responsible, and their respective owners, directors, shareholders, partners, officers, managers, employees, agents, representatives, engineers, consultants, contractors, subcontractors, tenants, licensees, invitees, patrons, and concessionaires, or any other person acting by or under the authority or with the permission of Tenant, Tenant's tenants, or any other person entering the demised premises under express or implied invitation of Tenant during the Lease Term (collectively, “Tenant Persons”), (ii) the demised premises becoming out of repair due to the fault of Tenant or any Tenant Persons, for any reason including by failure of equipment, pipes, or wiring, or broken glass, or by the backing up of drains, or by gas, water, steam, electricity or oil leaking, escaping or flowing into the demised premises, regardless of the source, or by dampness or by fire, explosion, falling plaster or ceiling, (iii) representations or warranties by Tenant under this Lease, and/or (iv) any act or omission of Tenant or any Tenant Persons under, in connection with, or in the performance of, this Lease. SUCH DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SHALL AND DOES INCLUDE DAMAGES ALLEGED OR FOUND TO HAVE BEEN CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE TOWN OF ADDISON, TEXAS, ANY ADDISON PERSON, THE AIRPORT MANAGER, OR ANY MANAGER PERSON, OR BY ANY ACT OR OMISSION BY THE TOWN OF ADDISON, TEXAS, ANY ADDISON PERSON, THE AIRPORT MANAGER, OR ANY MANAGER PERSON THAT GIVES RISE TO STRICT LIABILITY OF ANY KIND. However, Tenant has no duty to indemnify Landlord for any Damages found to have been caused by the sole negligence of any Addison Person.

Tenant shall promptly advise Landlord in writing of any claim or demand against any Addison Person, Manager Person, or Tenant related to or arising out of Tenant's activities under this Lease and shall see to the investigation and defense of such claim or demand at Tenant's sole cost and expense. The Addison Persons and Manager Persons, as the case may be, shall have the right, at the Addison Persons'

or Manager Persons' (as the case may be) option and at own expense, to participate in such defense without relieving Tenant of any of its obligations hereunder.

C. Release. Tenant and Owners hereby **RELEASE** the Town of Addison, Texas and all other Addison Persons (as the term "Addison Persons" is defined in subsection B. of this Section) and Airport Manager, and all other Manager Persons (as the term "Manager Persons" is defined in subsection B. of this Section) from, and agrees that the Town of Addison, Texas and all other Addison Persons, and Airport Manager and all other Manager Persons, shall not be liable to Tenant or any Tenant Persons (as the term "Tenant Persons" is defined in subsection B. of this Section) for (i) any death or injury to any person or persons or damage to or destruction of property of any kind resulting from the demised premises becoming out of repair or by defect in or failure of equipment, pipes, or wiring, or broken glass, or by the backing up of drains, or by gas, water, steam, electricity or oil leaking, escaping or flowing into the demised premises, regardless of the source, or by dampness or by fire, explosion, falling plaster or ceiling or for any other reason whatsoever, and for (ii) for, any loss or damage that may be occasioned by or through the acts or omissions of other tenants of Landlord or caused by operations in construction of any private, public or quasi-public work.

D. The provisions of this Section 21 shall survive the expiration or termination of this Lease.

G. Amendment to Section 21.1 of the Ground Lease - Section 21.1 of the Ground Lease is amended to read as follows:

Section 21.1. Environmental Compliance.

A. Tenant shall not install, store, use, treat, transport, discharge or dispose (or permit, allow, or acquiesce in the installation, storage, use, treatment, transportation, discharge or disposal by Tenant's owners, directors, shareholders, partners, managers, officers, employees, agents, representatives, engineers, consultants, contractors, subcontractors, tenants, licensees, invitees, patrons, concessionaires, or any other person or entity for whom Tenant is legally responsible, and/or their respective owners, directors, shareholders, partners, officers, managers, employees, agents, representatives, engineers, consultants, contractors, subcontractors, tenants, licensees, invitees, patrons, and concessionaires) on the demised premises or any portion of the common facilities (described in Paragraph 17), any: (a) asbestos in any form; (b) urea formaldehyde foam insulation; (c) transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of 50 parts per million; or (d) any other chemical, material, air pollutant, toxic pollutant, waste, or substance which is regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by the Resource Conservation Recovery Act (42 U.S.C. §6901, et seq., as amended or superseded), the Comprehensive and Environmental Response Compensation and Liability Act (42 U.S.C. §9601, et seq, as amended or superseded), the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act, and/or the Clean Water Act or any other federal, state, county, regional, local or other governmental authority law, rule, regulation, order, standard, permit, directive or policy,

or which, even if not so regulated may or could pose a hazard to the health and safety of the occupants of the demised premises and/or any portions of the common facilities, and which is either: (i) in amounts in excess of that permitted or deemed safe under any applicable law, rule, regulation, order, standard, permit, directive or policy, or (ii) in any manner prohibited or deemed unsafe under applicable law, rule, regulation, order, standard, permit, directive or policy. (The substances referred to in (a), (b), (c) or (d) herein are collectively referred to hereinafter as "Hazardous Materials").

B. Cleanup Laws; Tenant's Indemnity Obligation.

1. Tenant shall, at Tenant's own expense, comply with any presently existing or hereafter enacted laws, rules, regulations, orders, standards, directives, permits, or notices relating to Hazardous Materials (collectively, "Cleanup Laws"). In furtherance and not in limitation of the foregoing, Tenant shall, at Tenant's own expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority (the "Authority") under the Cleanup Laws. Should any Authority require that a cleanup plan be prepared and that a cleanup be undertaken because of the existence of Hazardous Materials which were installed, stored, used, treated, transported, disposed of or discharged on the demised premises and/or any portion of the common facilities (as described in Paragraph 17) by (i) Tenant, or by (ii) any of Tenant's owners, directors, shareholders, partners, managers, officers, employees, agents, representatives, engineers, consultants, contractors, subcontractors, tenants, licensees, invitees, patrons, concessionaires, or any other person or entity for whom Tenant is legally responsible, and/or their respective owners, directors, shareholders, partners, officers, managers, employees, agents, representatives, engineers, consultants, contractors, subcontractors, tenants, licensees, invitees, patrons, and concessionaires, or by (iii) any person acting by or under the authority or with the permission of Tenant, Tenant's tenants, or any other person entering the demised premises under express or implied invitation of Tenant during the Term of this Lease, Tenant shall, at Tenant's own cost and expense, prepare and submit the required plans and financial assurances and carry out the approved plans in accordance with such Cleanup Laws and to Landlord's satisfaction. At no cost or expense to Landlord, Tenant shall promptly provide all information requested by Landlord for preparation of affidavits or other documents required by Landlord to determine the applicability of the Cleanup Laws to the demised premises and/or any portion of the common facilities, as the case may be, and shall sign the affidavits promptly when requested to do so by Landlord.

2. Tenant's Indemnity Obligation. Without limiting any other indemnity, hold harmless, and defense obligation of Tenant set forth in this Lease, Tenant shall INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS the Town of Addison, Texas, and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas, individually or collectively, in both their official and private capacities (the Town of Addison, Texas, and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas each being an "Addison Person") and collectively the "Addison Persons") and (ii) Airport Manager and Airport Manager's owners, officers, employees and agents (Airport Manager and Airport Manager's owners, officers, employees and

representatives each being a "Manager Person" and collectively the "Manager Persons") from and against, and reimburse the Town of Addison, Texas, the Addison Persons, the Airport Manager, and the Manager Persons (as the case may be) for, any and all obligations, damages, injunctions, fines, penalties, demands, claims, costs, expenses, actions, causes of action, judgments, liabilities, suits, proceedings, harm, and losses of whatever nature (including, without limitation, attorneys' fees and court costs), and all cleanup or removal costs and all actions of any kind arising out of or in any way connected with the installation, storage, use, treatment, transporting, disposal or discharge of Hazardous Materials in, on, or to the demised premises and/or any portion of the common facilities by Tenant or by any of Tenant's owners, directors, shareholders, partners, managers, officers, employees, agents, representatives, engineers, consultants, contractors, subcontractors, tenants, licensees, invitees, patrons, concessionaires, or any other person or entity for whom Tenant is legally responsible, or any other person acting by or under the authority or with the permission of Tenant, Tenant's tenants, or any other person entering the demised premises under express or implied invitation of Tenant during the Lease Term (collectively, "Tenant Persons"); and from all fines, penalties, suits, judgments, procedures, proceedings, claims, actions, and causes of action of any kind whatsoever arising out of Tenant's or any of Tenant Persons' failure to provide all information, make all submissions and take all steps required by the Authority under the Cleanup Laws or any other law, rules, regulation, standard, order, or policy (environmental or otherwise). SUCH DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SHALL AND DOES INCLUDE DAMAGES ALLEGED OR FOUND TO HAVE BEEN CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE TOWN OF ADDISON, TEXAS, ANY ADDISON PERSON, THE AIRPORT MANAGER, OR ANY MANAGER PERSON, OR BY ANY ACT OR OMISSION BY THE TOWN OF ADDISON, TEXAS, ANY ADDISON PERSON, THE AIRPORT MANAGER, OR ANY MANAGER PERSON THAT GIVES RISE TO STRICT LIABILITY OF ANY KIND. However, Tenant has no duty to indemnify Landlord for any Damages found to have been caused by the sole negligence of any Addison Person.

Tenant's obligations and liabilities under this subparagraph shall continue (and survive the termination or expiration of this Lease) so long as there may be Hazardous Materials at the demised premises and/or any portion of the common facilities, that were installed, stored, used, treated, transported, disposed of or discharged during the Lease Term by Tenant or any of Tenant Persons. In addition to and not in limitation of Landlord's other rights and remedies, Tenant's failure to abide by the terms of this Section shall be restrainable by injunction.

C. Tenant shall promptly supply Landlord and Airport Manager with copies of any notices, correspondence and submissions made by Tenant to or received by Tenant from any governmental authorities of the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, the FAA, TxDOT, or any other local, state or federal authority that requires submission of any information concerning environmental matters or Hazardous Materials.

D. Tenant's obligations and liability pursuant to the terms of this Paragraph 21.1 shall survive the expiration or earlier termination of this Lease.

H. Amendment to Section 39 of the Ground Lease - Section 39 of the Ground Lease is amended to read as follows:

Section 39. Force Majeure.

- A. In the event performance by Landlord of any term, condition or covenant in this Lease is delayed or prevented by any Act of God, strike, lockout, shortage of material or labor, restriction by any governmental authority, civil riot, flood, or any other cause not within the control of Landlord, the period for performance of such term, condition or covenant shall be extended for a period equal to the period Landlord is so delayed or hindered.
- B. Except for the payment of any rent or any other payment to be made by Tenant under this Lease, and the provision of insurance by Tenant under this Lease, in the event performance by Tenant of any term, condition or covenant in this Lease is delayed or prevented by any Act of God, strike, lockout, shortage of material or labor, restriction by any governmental authority, the delay of any governmental approvals, civil riot, flood, or any other cause not within the control of Tenant, the period for performance of such term, condition or covenant shall be extended for a period equal to the period Tenant is so delayed or hindered.

Section 3. Tenant's Duty to Restore. Tenant acknowledges and recognizes Tenant's duty, responsibility, and obligation, under Section 14 of the Ground Lease, to promptly commence and complete, at Tenant's sole cost, risk and expense, the restoration, repair and replacement of any buildings, structures and equipment on the demised premises (or any part thereof) which have been damaged or destroyed as nearly as possible to their value, condition or character immediately prior to such damage and/or destruction, with such alterations in and additions thereto as may be approved in writing by Landlord, whether or not the insurance proceeds (if any) payable on account of such damage and/or destruction is sufficient for such purposes.

Tenant is not by this Third Amendment released, relieved, or otherwise discharged from such duty, responsibility, and obligation under the Ground Lease, and if Tenant fails to fully, finally and timely complete all of the Building Improvements as described in, and in accordance and compliance with, Section 2.B., above, of this Third Amendment, Tenant shall immediately following the expiration of the Repair and Improvement Period (but in any event no less than ten (10) days thereafter) initiate compliance with the provisions of Section 14 of the Ground Lease. Tenant's failure to timely initiate such compliance and to present proof thereof in form and content satisfactory to Landlord within twenty (20) days following the expiration of the Repair and Improvement Period, and/or Tenant's failure to complete the restoration, repair and replacement of any damaged and/or destroyed buildings, structures and equipment within ninety

(90) days following the expiration of the Repair and Improvement Period, shall constitute a breach of or default under the Ground Lease by Tenant.

For purposes of this Section, completion of the restoration, repair and replacement will be evidenced by a certificate of occupancy issued by the Town of Addison for the buildings, structures and equipment, and a certification (in form and content acceptable to Landlord) by Tenant's architect or inspecting engineer (who must be duly authorized and licensed or registered to practice architecture and/or engineering, as the case may be, in and by the State of Texas) that the restoration, repair and replacement has been completed in conformance with the plans and specifications therefor and in compliance with all applicable federal, state, and local laws, statutes, ordinances, codes, rules, regulations, orders, and standards.

Section 4. No Other Amendments. Except to the extent modified or amended herein, all other terms and obligations of the Ground Lease shall remain unchanged and in full force and effect.

Section 5. Applicable Law; Venue. In the event of any action under this Third Amendment, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Third Amendment; and, with respect to any conflict of laws provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Third Amendment. All obligations of the parties created by this Third Amendment are performable in Dallas County, Texas.

Section 6. No Third Party Beneficiaries. This Third Amendment and each of its provisions are solely for the benefit of the parties hereto and are not intended to and shall not create or grant any rights, contractual or otherwise, to any third person or entity.

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

IN WITNESS WHEREOF, the undersigned parties execute this Agreement this _____ day of _____, 2009

LANDLORD:

TENANT:

TOWN OF ADDISON, TEXAS

TURBINE AIRCRAFT SERVICES, INC.

By: _____
Ron Whitehead, City Manager

By: _____
Tom L. Berscheidt

ATTEST:

Its: President _____

By: _____
Mario Canizares, City Secretary

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF DALLAS §

 This instrument was acknowledged before me on the _____ day of _____, 2009 by Ron Whitehead, City Manager for the Town of Addison, a Texas home-rule municipal corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

Print Name: _____

My commission expires: _____

STATE OF TEXAS §

COUNTY OF DALLAS §

 This instrument was acknowledged before me on the _____ day of _____, 2009 by Tom L. Berscheidt, President, Turbine Aircraft Services, Inc., a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

Print Name: _____

My commission expires: _____

EXHIBIT A

COPY OF GROUND LEASE AS AMENDED AND MODIFIED

COPIES OF THESE DOCUMENTS ARE AVAILABLE UPON REQUEST

EXHIBIT B

**NEW PROPERTY SURVEY AND LEGAL DESCRIPTION
OF DEMISED PREMISES**

LINE TABLES

No.	BEARING	DIST.
L1	S 68°56'04" W	14.96'
L2	S 21°13'15" E	23.69'
L3	S 68°46'16" W	7.26'
L4	S 21°13'15" E	7.26'
L5	S 68°46'16" W	5.12'



PARCEL A

BEING a tract of land situated in the Edward Cook Survey, Abstract No. 326, Dallas County, Texas, and being a part of the Final Plat of Addison Airport, an addition to the Town of Addison, Texas, according to the plat thereof recorded in Volume 2005131, Page 82 of the Deed Records of Dallas County, Texas (INDUCT), and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod set with plastic cap stamped "Sparr Surveys" in the west line of Jimmy Doolittle Drive, (a unreCORDED 60 foot wide ingress and egress easement), having Texas State Plane Coordinates of Northing: 7,039,040.476; Easting: 2,479,627.736;

THENCE S 21°16'25" E, along the west line of said Jimmy Doolittle Drive, at 68.76 feet passing a "PK" nail found in the south line of said Jimmy Doolittle Drive, in all a distance of 62.62 feet to a "PK" nail found;

THENCE N 68°43'38" E, 14.96 feet to a 1/2-inch iron rod found;

THENCE N 21°16'25" E, 113.96 feet to a cut "X" set;

THENCE S 68°56'04" W, 14.96 feet to a cut "X" set;

THENCE S 21°13'15" E, 23.69 feet to a cut "X" set;

THENCE S 68°46'16" W, 6.26 feet to a cut "X" set;

THENCE S 21°13'44" E, 7.30 feet to a cut "X" set;

THENCE S 68°46'16" W, 5.12 feet to a cut "X" set;

THENCE S 21°13'44" E, 41.95 feet to a cut "X" set, from which a found "PK" nail bears S 21°13'44" E, 3.00 feet;

THENCE S 68°36'46" W, at all times remaining 60.00 feet north of and parallel to the centerline of Taxiway Sierra, 382.10 feet to a "PK" nail set;

THENCE N 21°14'10" W, 246.36 feet to a 3/8-inch iron rod found;

THENCE N 68°44'36" E, 330.08 feet to a "PK" nail found;

THENCE N 21°06'35" W, 3.41 feet to a "PK" nail set;

THENCE N 68°19'44" E, 63.31 feet to the POINT of BEGINNING and CONTAINING 2.254 acres of land.

PARCEL B

BEING a tract of land situated in the Edward Cook Survey, Abstract No. 326, Dallas County, Texas, and being a part of the Final Plat of Addison Airport, an addition to the Town of Addison, Texas, according to the plat thereof recorded in Volume 2005131, Page 82 of the Deed Records of Dallas County, Texas (INDUCT), and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found at the northeast corner of the herein described parcel, having Texas State Plane Coordinates of Northing: 7,035,135.749; Easting: 2,479,660.397;

THENCE S 21°05'12" E, 45.33 feet to a 1/2-inch iron rod found, from which a 5/8-inch iron rod found with plastic cap stamped "Sparr Surveys" in the north line of Jimmy Doolittle Drive, (a unreCORDED 60 foot wide ingress and egress easement), bears S 21°05'12" E, 22.54 feet;

THENCE S 69°25'53" W, 146.74 feet to a cut "X" set;

THENCE N 21°06'33" W, 44.00 feet to a cut "X" set;

THENCE N 69°54'43" E, 146.74 feet to the POINT of BEGINNING and CONTAINING 0.150 acres of land.

[Signature]
Dean Sparr, Professional
Registered Professional
Land Surveyor No. 3701

SPARR SURVEYS
2553 C.R. 722
McKinney, Texas 75069
(214) 544-2297

PROPERTY #0200
2.254 ACRE TRACT
0.150 ACRE TRACT
SITUATED IN THE
ADDISON AIRPORT
TOWN OF ADDISON
DALLAS COUNTY, TEXAS

EDWARD COOK SURVEY, ABSTRACT NO. 326
DALLAS COUNTY, TEXAS

DRAWN BY: B.D.S./CAD
CHECKED BY: B.D.S.
SCALE: 1" = 30'
DATE: DECEMBER 1, 2008
JOB NO. 19000M

This plat was prepared for
ADDISON AIRPORT, INC.
DALLAS COUNTY, TEXAS
THIS PLAT IS INVALID UNLESS IT BEARS AN
ORIGINAL SIGNATURE AND SEAL OF THE
CERTIFIED PROFESSIONAL SURVEYOR
APPLY TO ANY COPIES.

BEARINGS BASED ON ADDISON AIRPORT CONTROL
PK DENOTES A FOUND IRON ROD.
SIR DENOTES A 5/8" IRON ROD SET WITH PLASTIC CAP
STAMPED "SPARR SURVEYS".

PARCEL A

BEING a tract of land situated in the Edward Cook Survey, Abstract No. 326, Dallas County, Texas, and being a part of the Final Plat of Addison Airport, an addition to the Town of Addison, Texas, according to the plat thereof recorded in Volume 2005131, Page 82 of the Deed Records of Dallas County, Texas (DRDCT), and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod set with plastic cap stamped "Sparr Surveys" in the west line of Jimmy Doolittle Drive, (a unrecorded 60 foot wide ingress and egress easement), having Texas State Plane Coordinates of Northing: 7,039,040.476, Easting: 2,479,627.736;

THENCE S 21°16'25" E, along the west line of said Jimmy Doolittle Drive, at 58.76 feet passing a 'PK' nail found in the south line of said Jimmy Doolittle Drive, in all a distance of 62.52 feet to a 'PK' nail found;

THENCE N 68°43'35" E, 14.96 feet to a 1/2-inch iron rod found;

THENCE S 21°16'25" E, 113.96 feet to a cut 'x' found;

THENCE S 68°56'04" W, 14.96 feet to a cut 'x' found;

THENCE S 21°13'15" E, 23.69 feet to a cut 'x' set;

THENCE S 68°46'16" W, 6.26 feet to a cut 'x' set;

THENCE S 21°13'44" E, 7.30 feet to a cut 'x' set;

THENCE S 68°46'16" W, 5.12 feet to a cut 'x' found;

THENCE S 21°13'44" E, 41.95 feet to a cut 'x' set, from which a found 'PK' nail bears S 21°13'44" E, 3.00 feet;

THENCE S 68°36'46" W, at all times remaining 60.00 feet north of and parallel to the centerline of Taxiway Sierra, 382.10 feet to a 'PK' nail set;

THENCE N 21°14'10" W, 246.36 feet to a 3/8-inch iron rod found;

THENCE N 68°44'36" E, 330.08 feet to a 'PK' nail found;

THENCE N 21°06'33" W, 3.41 feet to a 'PK' nail set;

THENCE N 68°19'44" E, 63.31 feet to the POINT of BEGINNING and CONTAINING 2.254 acres of land.

PARCEL B

BEING a tract of land situated in the Edward Cook Survey, Abstract No. 326, Dallas County, Texas, and being a part of the Final Plat of Addison Airport, an addition to the Town of Addison, Texas, according to the plat thereof recorded in Volume 2005131, Page 82 of the Deed Records of Dallas County, Texas (DRDCT), and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found at the northeast corner of the herein described parcel, having Texas State Plane Coordinates of Northing: 7,039,135.749, Easting: 2,479,680.397;

THENCE S 21°05'12" E, 45.33 feet to a 1/2-inch iron rod found, from which a 5/8-inch iron rod found with plastic cap stamped "Sparr Surveys" in the north line of Jimmy Doolittle Drive, (a unrecorded 60 foot wide ingress and egress easement), bears S 21°05'12" E, 22.54 feet;

THENCE S 69°25'53" W, 146.73 feet to a cut 'x' set;

THENCE N 21°06'33" W, 44.00 feet to a cut 'x' found;

THENCE N 69°54'43" E, 146.74 feet to the POINT of BEGINNING and CONTAINING 0.150 acre of land.

EXHIBIT C

DESCRIPTION OF THE "IMPROVEMENTS"

SCALE:

If the adjacent seal block does not contain the architect's seal, this document is incomplete and may not be used for regulatory approval, permit, or construction.

Architecture+
Phillip Morse, Architect
TX Reg. No. 11037

Scale Verification
Scale: 1" = 30'

Job No. 08069

Date

Revisions

No. | Date

Sheet

SP-1

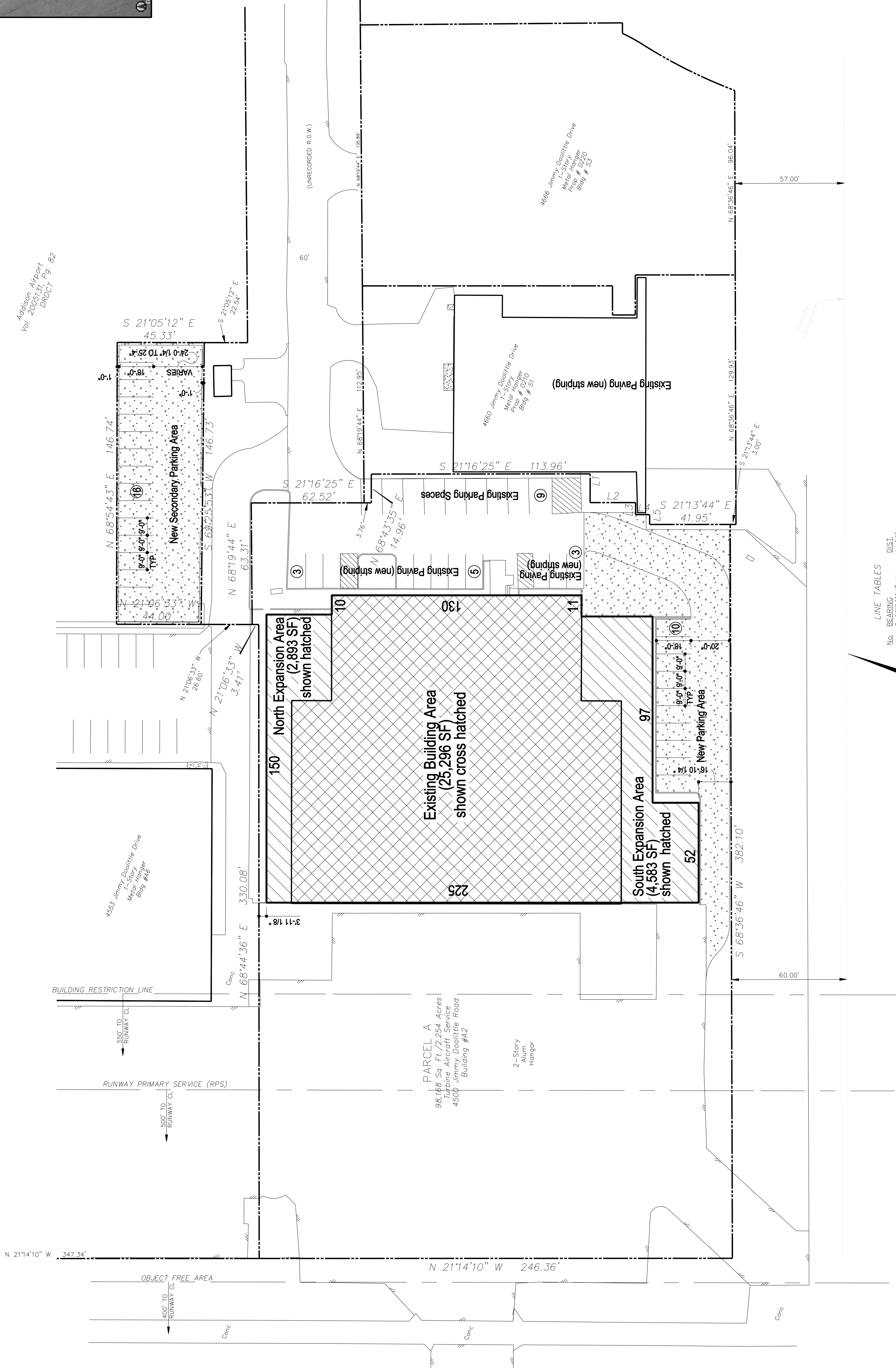
PRELIMINARY SITE PLAN

Aerial of Existing



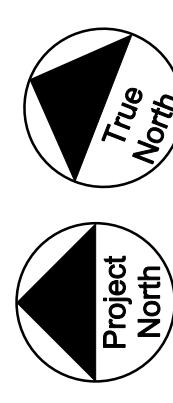
Site Data

Lot Area: 2.404 Acres
Building Area: 32,774 SF after expansion
Parking: 30 spaces
Secondary Parking: 16 spaces



LINE TABLES

No.	BEARING	DIST.
L1	S 68°56'04" W	14.96'
L2	S 21°13'44" E	7.30'
L3	S 68°43'35" W	6.28'
L4	S 21°13'44" E	7.30'
L5	S 68°46'16" W	5.17'



01 Preliminary Site Plan
1"=30'
0 5 10 20 30 40

Progress Print
11-07-08

ITEM #R7

There are no Attachments for this Item.

Council Agenda Item: #R8

SUMMARY:

This item is to award a bid to Nortex Concrete Lift and Stabilization, Inc. for raising and undersealing concrete pavement on Marsh Lane and Westgrove Drive.

FINANCIAL IMPACT:

Budgeted Amount: \$35,000

Cost: \$31,790

This project is funded for 2009 in the Street Department Operations Budget.

Project Manager: Robin Jones

BACKGROUND:

Marsh Lane north of Belt Line Road and Westgrove Drive west of Million Air have concrete pavement experiencing faulting. Faulting is the differential vertical displacement of pavement slabs at joints caused by an accumulation of loose material under the slab near the joint, or by a loss of subbase or subgrade material due to pumping.

In early 2002 the Public Works Department began using a contractor to inject a high-density polyurethane material under concrete pavement to lift and stabilize the pavement. This process has been very successful at lifting and stabilizing portions of Midway Road north of Belt Line Road.

Over the years, Nortex Concrete Lift and Stabilization has successfully completed concrete stabilization projects for the Town of Addison, primarily on Midway Road.

On January 5, 2009 bids were opened on a project to inject 9,350 pounds of high-density polyurethane material under the concrete pavement on Marsh Lane and Westgrove Drive. As the size of the voids under each concrete panel varies, we intend to raise and stabilize until the 9,350 pounds are used. The only two bidders on this project were Uretek (\$32,725) and Nortex (\$31,790). Staff did not expect to receive additional bids due to the specialized nature of the project.

RECOMMENDATION:

Staff recommends awarding this project in the amount of \$31,790 for raising and stabilizing concrete pavement on Marsh Lane and Westgrove Drive to Nortex Concrete Lift and Stabilization, Inc.

Pavement Raising
BID NO 09-03
DUE: January 5, 2009
10:15 AM

BIDDER	Signed	Bid Bond	Bid Total
Uretek USA, Inc	Y	Y	\$ 32,725.00
Nortex	Y	Y	\$ 31,790.00

Matthew E McCombs

Matt McCombs, Management Analyst

Jason S Cooley

Witness

Council Agenda Item: #R9

SUMMARY:

This item is to award a contract to Curtco Inc. for joint and crack sealing on various roadways.

FINANCIAL IMPACT:

Budgeted Amount: \$150,000

Contract Amount: \$170,820.50

This project is funded for 2008 -09 in the Street Operations Budget.

Project Manager: Robin Jones

BACKGROUND:

During the budget process the Town Council authorized the expenditure of \$150,000 for street joint and crack sealing. This project was for joint and crack sealing on Landmark Blvd., Marsh Lane, Kellway Circle, Sunbelt Drive, Westgrove Drive and Sojourn Drive.

Prior to the bid opening on January 5, 2009 this project was advertised twice in the Dallas Morning News, placed on Demandstar, and specifications were sent to several contractors. Three contractors submitted bids (see attached bid tabulation).

The low bid (\$70,704.70) was submitted by American Environmental Specialties. American A.E.S. does not have any roadway joint and crack sealing experience, and previous experience consists of floor tile, ceiling tile, and sheetrock demolition in schools and office buildings.

The second low bid (\$170,820.50) was submitted by Curtco, Inc. Curtco, has worked for the Town before, and was the low bidder on last years roadway joint and crack sealing project.

RECOMMENDATION:

Staff recommends awarding this contract in the amount of \$170,820.50 for roadway joint and crack sealing to Curtco, Inc.

Joint and Crack Sealing

BID NO 09-02

DUE: January 5, 2009

10:00 AM

BIDDER	Signed	Bid Bond	Bid Total
Curtco, Inc	Y	Y	\$ 170,820.50
American Environmental Specialties	Y	Y	\$ 70,704.70
Stripe-a-Zone	Y	Y	\$ 200,685.00

Matt McCombs, Management Analyst

Witness

Council Agenda Item: #R10

SUMMARY:

Staff recommends that the Council approve a contract with Ratliff Hardscape, LLC totaling \$471,080.10 for construction of Spruill Park in the Fairfield Development. 21 bids were received, which are listed on the attached bid tabulation. Trueblue Services, LLC submitted a bid totaling \$120,994.00; however, this bid was not considered, as it was a partial bid that included only landscaping and irrigation improvements.

FINANCIAL IMPACT:

Construction Budget: **\$650,000.00**

Cost: **\$471,080.10**

Requested Threshold Amount: **\$50,000.00**

Total Amount Recommend for Approval: **\$521,080.10**

Project Manager: **Slade Strickland**

This is a budgeted item in the Parks Capital Projects Fund. In accordance section 7 of the 2007 Purchasing Manual, the City Council may establish a “threshold”, which is defined as a financial limit on the amount of financial charges which can be authorized by the City Manager (or the City Manager’s designee) on a capital project before requiring City Council approval. The City Council establishes this threshold at the time of award of a bid. Staff is requesting approval of a \$50,000 threshold in the event it becomes necessary to make changes in the quantity of work to be performed.

BACKGROUND:

The 1.57 acre Spruill Park construction project will be the final park development in the Addison Circle District. The budget for the park was established at \$650,000 in the 1996 Addison Circle District Master Facilities Agreement. The improvements consist of paving, site lighting, park benches, drinking fountain, pavilion structure, landscaping and irrigation. Ratliff estimates the work will be completed in 75 calendar days weather permitting. Fairfield Development is expected to turn over the site to the town by February 1, 2009. The construction timeline is mid-February through May 1, 2009.

RECOMMENDATION:

Ratliff Hardscape has successfully completed two masonry wall projects for the town. Additionally, they have completed projects similar to the scope of work slated for Spruill Park. A list of references and examples of their work are also attached. American Landscape will be the landscape and irrigation subcontractor for Ratliff Hardscape. American Landscape successfully completed the irrigation and landscaping in Addison Circle Park, Arapaho Road Phase III, Addison Athletic Club building expansion and other town landscape renovation projects.

Staff recommends approval.

Attachments: Bid Tabulation Form
Ratliff References/Projects



RATLIFF
HARDSCAPE

December 22, 2008

Office of the Strategic Services Manager
Addison Finance Building
5350 Belt Line Road
Addison, Texas 75254

**Re: "FAIRFIELD PARK CONSTRUCTION, No. 09-01"
Ratliff Hardscape, LTD. References**

Star Creek Residential

Allen, Texas

Blue Star Land Financial

Contact: Joe Hickman
(214) 437-3651

Contract: \$ 791,982.99

Scope of Work: Entry Monument, Thin Wall, Sign, Piers, Jogging Trail, Ramps, Alley Paving,
Pond Edge, Sidewalk, & Electrical Site Lighting

Pictures: See Exhibit "A"

Star Creek Commercial

Allen, Texas

Blue Star Land Financial

Contact: Joe Hickman
(214) 437-3651

Contract: \$ 204,510.77

Scope of Work: Entry Sign Wall, Retaining Wall, Jogging Trail, Drinking Fountains, Pavers,
Planter Walls, Ramps, Sidewalk, & Electrical Site Lighting

Pictures: See Exhibit "B"

Grand Heritage

Lavon, Texas

Infomark Corporation

Contact: Paul Cheng
(214) 415-8868

Contract: \$ 277,807.74

Scope of Work: Primary & Secondary Entry Features, Free Standing Columns, Ornamental
Metal Overhead Structure, Bridge Wall, & Brick Thin Wall

Pictures: See Exhibit "C"

Marshall Ridge

Keller, Texas

Meritage Homes

Contact: Danny Satsky
(214) 616-6887

Contract: \$ 167,125.00 Bridge
\$ 55,974.00 Hike & Bike Trail

Scope of Work: Decking, Metal Seam Roof, Iron Reinforcement, Deck Gable, Log Feature,
Stain, Hike & Bike Trail, & Electrical Site Lighting

Pictures: See Exhibit "D"



RATLIFF
HARDSCAPE

Coppell Village Plaza

Coppell, Texas

Dowdy Anderson & Associates

Contact: Bill Anderson

(214) 908-6713

Contract: \$ 141,933.61

Scope of Work: Entry Monument, Circular Island Seat Wall, Columns, Sidewalk, Pavers,
Entry Wall w/ Pin-Mounted Letters, & Electrical Site Lighting

Pictures: See Exhibit "E"

Texoma Bluffs

Lake Texoma

Provident Realty Advisors

Contact: Matt Mildren

(214) 537-1280

Contract: \$ 303,690.00

Scope of Work: Entry Stone Walls w/ Iron Work, Steel, Gates, Entry Access, Landscaping,
Irrigation, Signs, Column Features, & Electrical Site Lighting

Pictures: See Exhibit "F"

The Village at Allen Hike & Bike Trail

Allen, Texas

The Village at Allen, LP

c/o The MGHerring Group

Contact: Angelo Cardone

(972) 549-4006

Contract: \$ 203,360.63

Scope of Work: Concrete Hike & Bike Trail, Sidewalk & Flatwork



STAN CREEK RESIDENTIAL TRAIL MONUMENT

EXHIBIT A





STAR CREEK PAVERS (COMMERCIAL)

EXHIBIT B



EXHIBIT B

STAR CREEK TRAIL & FOUNTAIN (COMMERCIAL)

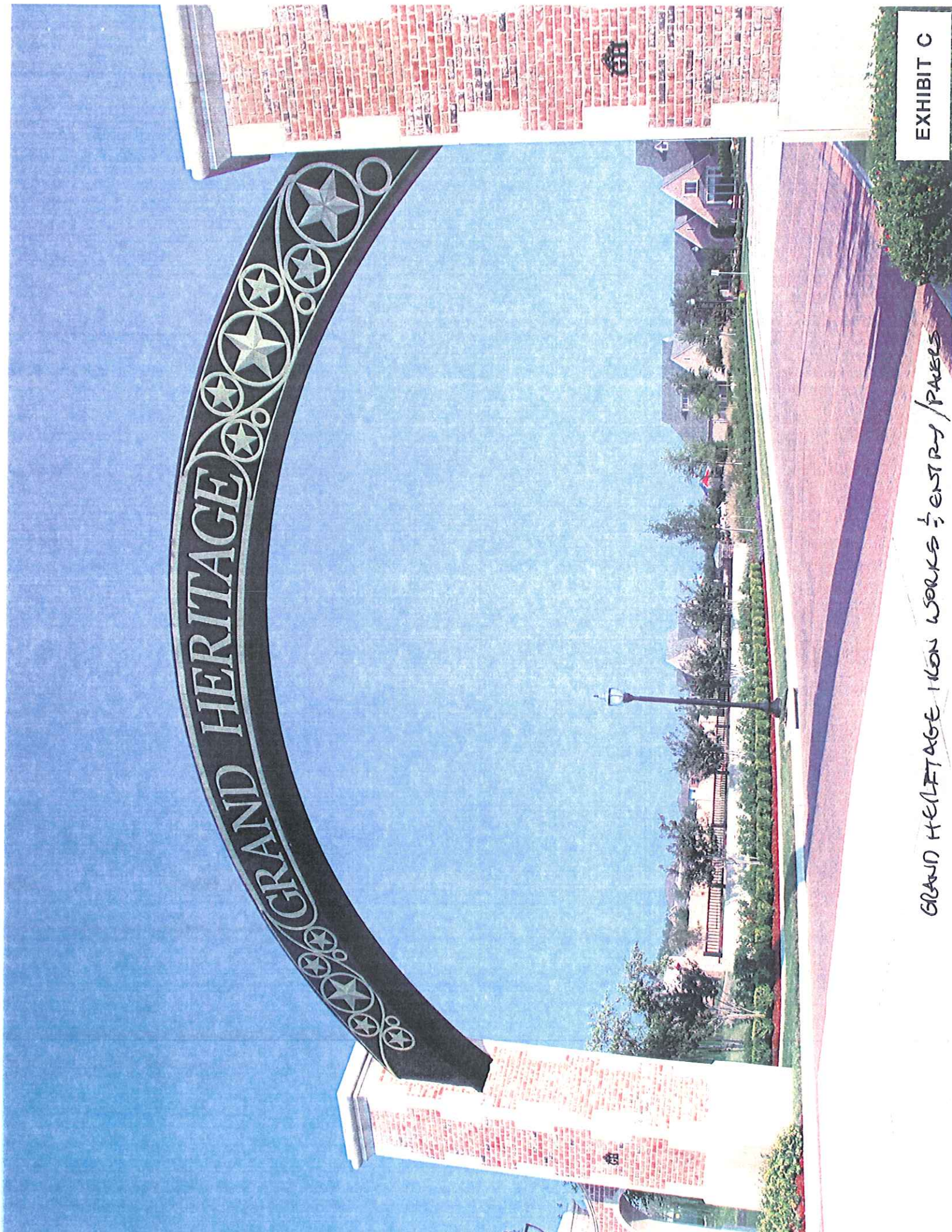




EXHIBIT B

21411/11/2017 - Plan West (1/1/2017)

GRAND HERITAGE



GRAND HERITAGE IRON WORKS ENTRY/PARKS





MARSHALL RIDGE BRIDGE (KEULER, TX)



MARSHALL RIDGE LIGHTING

EXHIBIT D



EXHIBIT F

TEXLOHA (ROW) WALK



EXHIBIT F

BIDDER	Signed	Bid Bond	Bid Total
Trueblue Services, LLC	N	N	\$ 120,994.00
Ratliff Hardscape, Ltd	Y	Y	\$ 471,080.10
Turnkey Construction Company	Y	Y	\$ 509,157.00
Meridian Commercial	Y	Y	\$ 523,000.00
Cole Construction, Inc.	N	Y	\$ 537,629.00
Core Construction	Y	Y	\$ 551,681.00
Schmoldt Construction	Y	Y	\$ 557,927.00
Palm, Inc	Y	Y	\$ 584,425.00
Valley Crest Landscape Development	N	Y	\$ 589,107.00
Gilbert Construction Group, Inc	Y	Y	\$ 592,300.00
3i Construction, LLC	Y	Y	\$ 617,650.00
Phillips/May	Y	Y	\$ 633,333.00
Reeves Construction Services, Inc	Y	Y	\$ 639,272.50
American Civil Constructors	N	Y	\$ 652,360.00
Fain	N	Y	\$ 656,775.00
SPSD, Inc	N	Y	\$ 661,044.00
Mart, Inc	Y	Y	\$ 663,057.90
AUI Contractors, Inc	Y	Y	\$ 703,700.00
Jonesplan	Y	Y	\$ 772,080.00
Phoenix	Y	Y	\$ 815,100.00
McKinnie Construction Group	Y	N	\$ 1,401,179.89

Council Agenda Item: #R11

SUMMARY:

This item is for consideration and approval of final payment to Tri Dal Celina, Ltd. in the amount of \$39,991.70 for the Vitruvian Park Public Infrastructure Phase 1A.

FINANCIAL IMPACT:

Original Contract Amount:	\$329,917.00
Time Component of Contract:	\$ 7,000.00
Total Contract Amount	\$336,917.00

FINANCIAL IMPACT:

Source of Funds: General Obligation Bonds for Vitruvian Park

BACKGROUND:

The Vitruvian Park Public Infrastructure Phase 1A construction contract was awarded by the city council to Tri Dal Celina, Ltd. on October 14, 2008. The Notice to Proceed was subsequently issued on November 5, 2008 with construction duration of forty (40) calendar days. Construction of the Vitruvian Park Public Infrastructure Phase 1A was completed on December 8, 2008, which is seven (7) days ahead of schedule. Therefore, the time component of the contract is \$7,000.00.

RECOMMENDATION:

Staff recommends approval of the final payment to Tri Dal Celina, Ltd. in the amount of \$39,991.70 for the Vitruvian Park Public Infrastructure Phase 1a.

ATTACHMENTS:

Final Pay Request

Council Agenda Item: #R12

SUMMARY: Approval to fund the Cavanaugh Flight Museum sponsorship request in the amount of \$50,000 to assist the Museum in their marketing efforts.

FINANCIAL IMPACT:

Budgeted Amount: \$50,000

Cost: \$50,000

BACKGROUND: For the past several years, the Town has provided funding to the Cavanaugh Flight Museum to assist the Museum in their marketing efforts. These funds are used for promotional purposes and advertising special events hosted by the Museum, and are matched on a dollar for dollar basis. In return for the sponsorship, the Town will be listed as a sponsor on all print advertising. Staff believes this is a good partnership because it not only increases attendance at the museum but it also increases the Town's exposure to the visitor market and our event activity.

RECOMMENDATION:

Staff recommends approval.



December 3, 2008

Lea Dunn
Town of Addison
Deputy City Manager
5300 Belt Line Road
PO Box 9010
Addison, TX 75001-9010

Dear Lea,

Cavanaugh Flight Museum is requesting \$ 50,000 to help with our marketing efforts for 2009. In 2008 we spent \$131,220.94 for advertising in various media outlets and special promotions to increase the exposure of the Cavanaugh Flight Museum in Addison, TX. In 2009 we will continue expanding our marketing efforts to include these following media:

Dallas Morning News
Travel Host of Dallas
MAP, Dallas/Fort Worth
DFW Official Visitor Guide
Discover Plano
Aircraft Authority – Advertising in brochure at Addison Airport and FBO's throughout Texas
Various local radio stations
World Air Show News magazine
ICAS – International Council of Air Shows
AirVenture – Oshkosh WI
Sun-n-Fun, Lakeland FL

Cavanaugh Flight Museum has appreciated all your support in the past and any continued support you can provide us in the future.

If you need more details or any questions please don't hesitate to call me at 863-712-4068.

Best Regards,

Wendy Stoneman
Development & Marketing
Cavanaugh Flight Museum

Cavanaugh Flight Museum

501(C) 3 Non-Profit Educational Organization - www.cavanaughflightmuseum.com
Addison Airport, 4572 Claire Chennault, Addison, Texas 75001 (972) 380-8800 ext. 112

Solutions for Local Control, LLC

January 3, 2009

Town of Addison
PO Box 9010
Addison, Texas 75001

Attn: Mr. Ron Whitehead
City Manager

Dear Ron,

Thank you for allowing me to submit this agreement for your consideration as your legislative consultant. This letter to you and accompanying agreement, upon your acceptance, will set forth our mutual understanding regarding the terms of engagement for the performance of legislative consulting for the Town of Addison.

You will notice that I have set up a limited liability corporation entitled Solutions for Local Control, LLC. I think this entity will best describe the goal of what I hope to accomplish. I am limiting my services to local government issues and issues of transportation and taxation. These are the areas that I have focused upon during my twenty years in the legislature and am known for among my legislative colleagues.

I have carefully considered my fee, the term of the agreement and the termination clause. I realize that most who offer similar services demand an amount that is considerably higher. It is not my intention to denigrate the value of my services but, I think I can give you the type of representation that you desire for a relatively modest fee. I am requesting that the agreement we have be based upon a two year period. The reason for this is that even though the legislature is in session only 140 days during the odd numbered years, the activities of state government go forward twelve months out of the year. There will be decisions taking place in state agencies that you will want to be alerted to as well as interim committees of the legislature that will meet periodically through out the months following the regular session. There is always also the possibility that there will be special sessions of the legislature. I will provide you representation throughout all of these times.

As to the term of the agreement, it is written as a two year commitment but, I want to assure you that if my services are not up to the standards that you require or that your circumstances change I am quite willing to void our agreement with sixty days written notice by either party. I want to be a valuable member of your team and if at any time you do not share that feeling it would be inappropriate for us to continue under this agreement.

Over my years in the legislature I have developed an admiration for the work done by our local governments and appreciate the skills needed by you to do a difficult but, necessary job for your community. It is an honor for me to represent the Town of Addison. I look forward to beginning our relationship as soon as possible. I pledge to you my best efforts.

Thank you for giving me this extraordinary opportunity.

Sincerely,

Fred Hill

AGREEMENT

This Agreement is made on this the 3rd day of January, 2009, by and between Solutions for Local Control, LLC (“Consultant”), a [state of formation] limited liability company, and the Town of Addison, Texas (“City”). The two parties agree as follows:

TERMS

This Agreement is effective from January 3, 2009 through January 2, 2011.

SERVICES

The parties agree that the Consultant shall perform the following services:

1. Assist the City in developing political and legislative strategies to achieve its goals;
2. Assist in communicating the position of the City to the legislative and executive branches of Texas government (and including agencies of the State), interested parties and the public;
3. Represent the City during meetings, hearings and negotiating sessions involving the executive or legislative branches of Texas government regarding issues of importance to the City, and advise the City about the need for and content of testimony before legislative committees;
4. Assist the City in working with elected officials and members and staff persons of the Texas House of Representatives and Texas Senate in passing or amending legislation favorable to the City or in defeating legislation deemed harmful to the goals of the City, and including assisting the City in drafting legislation;
5. Monitor and represent the City during interim legislative studies or interim committee meetings; and
6. Provide routine written status reports to the City regarding the items outlined above; such reports will be provided at least weekly during any Legislative session and bi-weekly at all other times.

FEES

For services rendered under this Agreement, the City agrees to pay Consultant the sum of \$3,000 monthly for the duration of this agreement unless cancelled by either party and payable on the 3rd day of each calendar month beginning January 3, 2009. The fee shall be made to Fred Hill, 909 N. Waterview Drive, Richardson, Texas, 75080, and deposited electronically to the account of the Consultant on or about the first of each month.

For purposes of reporting as defined by the rules of the Texas Ethics Commission the amount of the monthly retainer paid to Consultant that is being paid for *lobby activities*, the Consultant believes 35% (thirty five) percent will be a reasonable estimate of the monthly retainer attributable to "*lobby activities*." Consultant is and shall be solely responsible and liable for such determination.

Payment of the fees and any expenses of Consultant as set forth in this Agreement is subject to the annual appropriation and budgeting of funds by the City, in the City's sole discretion, to make such payments. In the event funds are not appropriated and budgeted by the City to make such payments, this Agreement shall terminate at the end of the fiscal year for which funds to make the payments hereunder were budgeted and appropriated.

EXPENSES

In addition to the professional fee, the City agrees to reimburse Consultant for necessary and reasonable, itemized out-of-pocket expenses requested by Consultant to the City in writing and approved in advance and in writing by City. Expenses may include travel, lodging and business meals ***incurred on behalf of the City and at its request***. Such itemized expenses, with corresponding paid receipts, shall be paid separately and shall be reviewed and approved by the City, prior to payment. ***Such expenses do not include the normal office functions or daily expenses of the Consultant in the course of his functions in Austin representing the interests of the City.*** If any such expenses are incurred by Consultant jointly for, or for the combined interests of, the City and other clients of Consultant, Consultant shall bill and the City shall be responsible for paying only the pro rata share of any such expenses which are attributable to the City (such pro rata share to be determined according to a method mutually agreeable to Consultant and the City).

Consultant shall keep accurate records of all expenses incurred on behalf of the City and shall bill the City on a regular monthly basis for the same, and the City shall have the right to review, inspect, and make copies of the same upon the City's written request submitted to Consultant. Each invoice shall itemize the expenses and include true and correct copies of any and all receipts, invoices, and other documents and materials in support of the invoice, and any such additional documents or materials as the City may request in connection with the invoice and/or the compensation paid to Consultant. All invoices will be forwarded to City Manager, 3500 Belt Line Road, Dallas, Texas 75254, for review and processing unless otherwise directed.

CONFLICTS OF INTEREST

Consultant will comply with all relevant State laws regarding ethics and lobbying, including immediately notifying the City in the event a conflict of interest arises and resolving any conflict.

REGISTRATION REQUIREMENTS

Texas ethic laws require Consultant to disclose his representation of the City and to report certain moneys paid for some of the activities to be conducted under this Agreement.

Consultant will comply with all rules regarding such disclosure and shall communicate with the City prior to filing such disclosures. In addition, if the Consultant performs any lobbying for the City with any local jurisdiction, it is the responsibility of the Consultant to properly register and comply with all local lobbying ordinances.

Consultant agrees not to engage in any activity on behalf of the City, which is contrary to any Federal, State, or local law or regulation. Furthermore, Consultant agrees not to make or offer any gifts or gratuities to any public official on behalf of the City.

INDEPENDENT CONTRACTOR RELATIONSHIP

It is understood by the parties that Consultant is an independent contractor for all purposes of this Agreement, including for the purposes of any federal and/or state laws including tax laws, and that Consultant is not in any way an employee, full or part time of the City.

TERMINATION

It is agreed and fully understood that City may, at its option and without prejudice to any other remedy it may be entitled to at law or in equity or otherwise, cancel or terminate this Agreement upon at least thirty (30) days written notice to Consultant. Consultant shall be compensated in accordance with the terms of this Agreement for all services that City shall be obligated to pay for any work performed in accordance with this Agreement. City shall not be obligated to pay for any work which is not submitted in compliance with the terms of this Agreement. Consultant shall deliver all original source documents belonging to City immediately after notice of termination of this Agreement has been received by Consultant. The City may also terminate this contract with (30) days notice if termination is caused due to a conflict of interest that cannot be resolved to the City's satisfaction.

It is agreed and fully understood that the Consultant may, at its option and without prejudice to any other remedy it may be entitled to at law or in equity or otherwise, cancel or terminate this Agreement upon at least sixty (60) days written notice to City.

This Agreement shall be governed under and construed according to the laws of the State of Texas (without reference to its conflict of laws provisions), and exclusive venue for any action under this Agreement lies in Dallas County, Texas.

Town of Addison, Texas

DATE

Consultant

Fred Hill
On behalf of Solutions for
Local Control, LLC

Resolution No. _____

A resolution authorizing the execution of a contract with Solutions for Local Control, LLC relative to legislative consulting services.

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

That the City Manager or his designee is hereby authorized to execute a contract with Solutions for Local Control, LLC, in the amount of \$3,000 per month plus authorized expenses for legislative consulting services. Funds are available in Account No. xxxxxxxx.

A substantial copy of said contract is attached hereto and incorporated herein for all intents and purposes.

PRESENTED AND PASSED on this the _____ day of _____, 2009, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Addison, Texas.

, Mayor

ATTEST:

, City Secretary