



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

AGENDA

REGULAR MEETING OF THE CITY COUNCIL

AND / OR

WORK SESSION OF THE CITY COUNCIL

6:00 PM

NOVEMBER 8, 2011

TOWN HALL

ADDISON TOWN HALL, 5300 BELT LINE, DALLAS, TX 75254

WORK SESSION

Item
#WS1 - Presentation and discussion of updates to the Drought Contingency Plan.

Item
#WS2 - Presentation and discussion of the Town's storm water inventory and mapping project.

REGULAR MEETING

Pledge of Allegiance

Item #R1- Announcements and Acknowledgements regarding Town

and Council Events and Activities

Introduction of Employees

Discussion of Events/Meetings

Item #R2- Consent Agenda.

#2a- Approval of Minutes for the October 25, 2011 Regular Council Meeting.

#2b- Award of a bid to IESI, Inc. for trash removal at Town facilities in the amount of \$34,937.

#2c- Approval of (i) Contracts for Services between the Town of Addison and the following non-profit agencies: Metrocrest Family Medical Clinic, Metrocrest Chamber of Commerce, The Family Place, Communities in Schools, Senior Adult Services, Metrocrest Social Services, CONTACT Crisis Line, LaunchAbility, United Basketball League - Texas Wranglers, Dance Council, WaterTower Theatre, Richardson Symphony Orchestra, and Second Thought Theatre, and (ii) an Agreement for the Use of the Addison Theatre Centre between the Town of Addison and each of Water Tower Theatre and Second Thought Theatre, subject to the final review and approval of the City Manager and City Attorney.

#2d- Approval authorizing the City Manager to execute a Professional Services Agreement with Halff Associates Inc in an amount not to exceed \$54,000 for storm water data inventory.

#2e- Approval authorizing the City Manager to execute a

Professional Services Agreement with Teague Nall and Perkins in an amount not to exceed \$31,400 for dry weather field screening, preparation of the town's annual storm water management report to TCEQ and permit renewal.

Item #R3 Proclamation honoring Ray Noah for service on behalf of Addison to the Dallas Area Rapid Transit Board of Directors.

Item #R4 **PUBLIC HEARING** Case 1645-SUP/McFadden's Restaurant and Saloon. Public hearing, discussion and consideration of approval of an ordinance providing for a change of zoning on a tract of land generally located within the Town at 4050 Belt Line Road, which tract of land is currently zoned Planned Development, Ordinance #088-036, by approving for that tract a Special Use Permit for a restaurant, a Special Use Permit for the sale of alcoholic beverages for on-premises consumption, and a Special Use Permit for a billiard parlor, on application McFadden's Restaurant and Saloon, represented by Mr. Martin T. Corboy.

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on October 19, 2011, voted to recommend approval of a Special Use Permit for a restaurant, a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, and a Special Use Permit for a billiard parlor, on application from McFadden's Restaurant and Saloon, subject to the following conditions:

-The applicant shall not use the bar”, “tavern” “saloon” or

any equivalent terms in exterior signs.

-Prior to a Certificate of Occupancy:

- All dead or missing shrubs and ground cover on the site shall be replaced
- The Belt Line Road landscape buffer shall be refurbished
- Carpe myrtle trees in the Belt Line Road landscape buffer shall be removed
- The existing tree lighting in the front of the building shall be removed
- The irrigation system shall be inspected to make sure the freeze and rain sensors are operational, and that the overall site is receiving 100% sprinkler coverage.

Voting Aye: Angell, Groce, Gunther, Hewitt, Wheeler,

Voting Nay: none

Absent: Doherty, Oliver

Attachment(s):

1. docket map, staff report, and commission findings

Recommendation:

Administration recommends approval.

Item #R5 Presentation, discussion and consideration of approval to authorize the City Manager to execute an Agreement for Professional Services with Nathan D. Maier, Inc. (NDM) for additional services related to the design of certain public infrastructure (including channel improvements and other public infrastructure improvements) within that area of the Town generally known as Vitruvian Park (Vitruvian Park Public Infrastructure Phase 1C).

Attachment(s):

1. Nathan D Maier Proposal
2. Capital Project Breakdown

Recommendation:

Staff recommends approval.

Item #R6 Discussion and consideration of consent to a proposed First Amendment to a Reciprocal Easement at Addison Airport between the ground lease tenant (Donaldson) of 4584 Claire Chennault and the ground lease tenant of 4582 Claire Chennault.

Attachment(s):

1. Cover Memo
2. Bill Dyer - Memorandum

Recommendation:

Staff recommends approval.

Item #R7 Consideration of approval of the Assignment of Ground Lease between Town of Addison as Landlord and the Estate of James Donaldson, as Tenant, Ground Lease #0630-3201 commonly known as 4584 Claire Chennault, from the Estate of James Donaldson to Tailwind Worldwide, LP, a Texas limited liability company.

Attachment(s):

1. Cover Memo
2. Bill Dyer - Memorandum

Recommendation:

Staff recommends approval.

Item #R8 Discussion and consideration of approval of, and
- authorizing the City Manager to execute, an interim interlocal Agreement between the City of Carrollton and the Town of Addison, and a letter agreement with G4S, for fleet maintenance and repair services as needed until February 29, 2012.

Attachment(s):

1. Cover Memo

Recommendation:

Staff recommends approval subject to final review of the city attorney and City Manager.

Item #ES1 - Closed (Executive) session of the Addison City Council pursuant to Section 551.087, Texas Government Code, to discuss or deliberate regarding commercial or financial information that the City Council has received from a business prospect or business prospects that the City Council seeks to have locate, stay, or expand in or near the territory of the Town of Addison and with which the City Council is conducting economic development negotiations, and/or to deliberate the offer of a financial or other incentive to such business prospect or business prospects.

Item #R9 Consideration of any action regarding commercial or
- financial information that the City Council has received from a business prospect or business prospects that the City Council seeks to have locate, stay, or expand in or near the territory of the Town of Addison and with which

the City Council is conducting economic development negotiations, and/or any action regarding the offer of a financial or other incentive to such business prospect or business prospects.

Adjourn Meeting

Posted:

Chris Terry, 11/4/2011, 5:00 PM

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.

Council Agenda Item: #WS1

AGENDA CAPTION:

Presentation and discussion of updates to the Drought Contingency Plan.

FINANCIAL IMPACT:

n/a

BACKGROUND:

n/a

RECOMMENDATION:

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

No Attachments Available

Type:

Council Agenda Item: #WS2

AGENDA CAPTION:

Presentation and discussion of the Town's storm water inventory and mapping project.

FINANCIAL IMPACT:

n/a

BACKGROUND:

n/a

RECOMMENDATION:

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R 2a

AGENDA CAPTION:

Approval of Minutes for the October 25, 2011 Regular Council Meeting.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

N/A

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

[October 25 minutes](#)

Type:

Backup Material

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

October 25, 2011

6:30 PM - Town Hall

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

Upstairs Conference Room

Council Members Present:

Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow, Resnik

Absent:

None

Work Session

Item #WS1 - Discussion regarding practices and procedures of the Town of Addison's library card program.

Mayor-Todd Meier

Attest:

City Secretary-Chris Terry

**OFFICIAL ACTIONS OF THE ADDISON CITY
COUNCIL**

REGULAR MEETING

October 25, 2011

6:30 PM - Town Hall

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

Posted by: Chris Terry, 10/21/2011, 5:00 PM

Council Members Present:

Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow, Resnik

Absent:

None

REGULAR MEETING

Item #R1 - Announcements and Acknowledgements regarding Town and Council Events and Activities

The following employees were introduced: Clint Chudej, Fire Department; Jason Means, Police Department.

There was no action taken.

Item #R2 - Consent Agenda

#2a - Approval of Minutes for the October 11, 2011 Regular Council Meeting.

A motion to Approve was made by Council Member Blake Clemens.

The motion was seconded by Council Member Kimberly Lay.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow, Resnik

Voting Nay: None

#2b - Approval of Minutes for the October 17, 2011 Regular Council Meeting.

A motion to Approve was made by Council Member Blake Clemens.
The motion was seconded by Council Member Kimberly Lay.
The motion result was: Passed
Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow,
Resnik
Voting Nay: None

#2c - Approval of annual contract for Fiscal Year 2012 with Dallas County Health & Human Services (DCHHS) for the Town of Addison to participate in a portion of the cost of providing selected public health services at reduced prices to Addison residents.

A motion to Approve was made by Council Member Blake Clemens.
The motion was seconded by Council Member Kimberly Lay.
The motion result was: Passed
Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow,
Resnik
Voting Nay: None

#2d - Approval of annual contract for Fiscal Year 2012 with the Trinity River Authority to provide inspection, sampling and laboratory analysis on certain industries in Addison to comply with wastewater pretreatment laws as required by EPA.

A motion to Approve was made by Council Member Blake Clemens.
The motion was seconded by Council Member Kimberly Lay.
The motion result was: Passed
Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow,
Resnik
Voting Nay: None

#2e - Approval of an agreement with Dallas County creating an investigative repository for Dallas County law enforcement information that will be shared within agencies, be used in information sharing and automate Dallas County intake booking and electronic case filing.

A motion to Approve was made by Council Member Blake Clemens.
The motion was seconded by Council Member Kimberly Lay.
The motion result was: Passed
Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow,
Resnik
Voting Nay: None

#2f - Approval of an agreement with Dallas County for using Dallas Sheriff's Office Prisoner Transport Unit.

A motion to Approve was made by Council Member Blake Clemens.
The motion was seconded by Council Member Kimberly Lay.
The motion result was: Passed
Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow,
Resnik
Voting Nay: None

#2g - Approval to enter into interlocal agreement with the City of Dallas and Town of Addison for radio back-up services for public safety radio.

A motion to Approve was made by Council Member Blake Clemens.
The motion was seconded by Council Member Kimberly Lay.
The motion result was: Passed
Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow,
Resnik
Voting Nay: None

#2h - Approval of an amendment to the Code of Ordinance of the City by amending Chapter 66 (Solid Waste) Article II (Collection And Disposal), Division 2 (Service Charge) by amending Section 66-52 increasing from \$11.42 to \$12.24 the monthly fee for single family residential garbage and recycling collection.

A motion to Approve was made by Council Member Blake Clemens.
The motion was seconded by Council Member Kimberly Lay.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow, Resnik

Voting Nay: None

Item #R3 - Discussion and consideration of approval of an agreement with Intellacuity for the purchase, installation and configuration of the WebFOCUS business intelligence (BI) platform, coding/programming and designing of an Integrated Strategic Application Management Solution supporting A3 methodology in the amount of \$114,900.

A motion to Approve was made by Council Member Kimberly Lay.

The motion was seconded by Council Member Bruce Arfsten.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow, Resnik

Voting Nay: None

Item #R4 - Discussion and consideration of approval of an ordinance authorizing the issuance and sale of Town of Addison, Texas, General Obligation Refunding Bonds, Series 2011; levying a tax in payment thereof; approving the official statement; approving execution of a purchase contract and escrow agreement; and enacting other provisions relating thereto.

Ordinance 011-069 was approved.

A motion to Approve was made by Council Member Blake Clemens.

The motion was seconded by Council Member Neil Resnik.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow, Resnik

Voting Nay: None

Item #R5 - Discussion and consideration of approval of an agreement with ACS Inc. for the purchase, installation and configuration of the FireHouse software system.

A motion to Approve was made by Council Member Neil Resnik.

The motion was seconded by Council Member Blake Clemens.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow, Resnik

Voting Nay: None

Item #R6 - Discussion and consideration for approval of the capital purchase and replacement of fire department's cache of 26-self contained breathing apparatus (SCBA) in the amount not to exceed \$170,000.

A motion to Approve was made by Council Member Neil Resnik.

The motion was seconded by Council Member Blake Clemens.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow, Resnik

Voting Nay: None

Item #ES1 - Closed (Executive) session of the Addison City Council pursuant to Section 551.087, Texas Government Code, to discuss or deliberate regarding commercial or financial information that the City Council has received from a business prospect or business prospects that the City Council seeks to have locate, stay, or expand in or near the territory of the Town of Addison and with which the City Council is conducting economic development negotiations, and/or to deliberate the offer of a financial or other incentive to such business prospect or business prospects.

Item #R7 - Consideration of any action regarding commercial or

financial information that the City Council has received from a business prospect or business prospects that the City Council seeks to have locate, stay, or expand in or near the territory of the Town of Addison and with which the City Council is conducting economic development negotiations, and/or any action regarding the offer of a financial or other incentive to such business prospect or business prospects.

Council entered executive session at 8:22 pm.

Council left executive session at 10:12 pm.

There was no action taken.

Mayor-Todd Meier

Attest:

City Secretary-Chris Terry

Council Agenda Item: #R 2b

AGENDA CAPTION:

Award of a bid to IESI, Inc. for trash removal at Town facilities in the amount of \$34,937.

FINANCIAL IMPACT:

Funds for trash disposal are available as a line item in each department's budget.

BACKGROUND:

The Town's contract for trash pickup at Town facilities was last bid in 2008 and a three year contract was awarded to Standard Waste. During the term of this contract, Standard was bought out by Waste Management, who completed the contract to term. The service was rebid in October, and IESI was the low bidder at \$34,937.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

[Bid tabulation](#)

Type:

Cover Memo

Council Agenda Item: #R 2c

AGENDA CAPTION:

Approval of (i) Contracts for Services between the Town of Addison and the following non-profit agencies: Metrocrest Family Medical Clinic, Metrocrest Chamber of Commerce, The Family Place, Communities in Schools, Senior Adult Services, Metrocrest Social Services, CONTACT Crisis Line, LaunchAbility, United Basketball League - Texas Wranglers, Dance Council, WaterTower Theatre, Richardson Symphony Orchestra, and Second Thought Theatre, and (ii) an Agreement for the Use of the Addison Theatre Centre between the Town of Addison and each of Water Tower Theatre and Second Thought Theatre, subject to the final review and approval of the City Manager and City Attorney.

FINANCIAL IMPACT:

All contracts are fully funded within the General Fund and Hotel Fund budgets.

Budgeted Amount: General Fund - \$147,000 Hotel Fund - \$447,000

Cost: General Fund - \$147,000 Hotel Fund - \$447,000

BACKGROUND:

During the FY 2011-12 budget process, the City Council reviewed the following non-profit agency requests and funding amounts for FY 2011-12. Attached are the contracts for the non-profits. The attached contracts identify the scope of services which the individual non-profits will provide to the Town of Addison.

The FY 2012 Funding Chart for Non-Profit contracts is attached.

Staff recommends FY 2011-12 funding requests totaling \$147,000 to be paid out of the General Fund and \$447,000 to be paid out of the Hotel Fund. Recommendations for specific funding amounts for each non-profit are identified in the attached spreadsheet.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Non-Profit Funding Recommendation for FY 2011/12 Budget

AGENCY	FY 07/08 Funded	FY 08/09 Funded	FY 09/10 Funded	FY 10/11 Funded	FY 11/12 Requested	FY 11/12 CMO Recommendation
GENERAL FUND:						
Communities in Schools	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 45,000	\$ 40,000
CONTACT Crisis Line	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 10,000	\$ 5,000
The Family Place	\$ 5,000	\$ 5,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Launchability (Spec. Care/ Career Svcs)	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Metrocrest Chamber of Commerce	\$ 9,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 31,500	\$ 35,000
Metrocrest Family Medical Clinic	\$ -	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
Metrocrest Social Services	\$ 15,000	\$ 20,000	\$ 25,000	\$ 30,000	\$ 50,000	\$ 30,000
Senior Adult Services	\$ 15,000	\$ 17,000	\$ 17,000	\$ 17,000	\$ 17,000	\$ 17,000
UBL - Texas Wranglers	\$ -	\$ -	\$ -	\$ 2,000	\$ 30,000	\$ 2,000
SUBTOTAL	\$ 89,000	\$ 100,000	\$ 115,000	\$ 122,000	\$ 201,500	\$ 147,000
HOTEL FUND:						
Dance Council	\$ 7,000	\$ 7,000	\$ 7,200	\$ 7,000	\$ 7,200	\$ 7,000
WaterTower Theatre	\$ 390,000	\$ 390,000	\$ 390,000	\$ 390,000	\$ 390,000	\$ 390,000
Richardson Symphony Orchestra	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
Second Thought Theatre	\$ -	\$ -	\$ 15,000	\$ 15,000	\$ 20,000	\$ 20,000
SUBTOTAL	\$ 427,000	\$ 427,000	\$ 442,200	\$ 442,000	\$ 447,200	\$ 447,000

Non-Profit Funding Recommendation for FY 2011/12 Budget

AGENCY	FY 11/12 Requested	FY 11/12 CMO Recommendation	Crit. 1	Crit. 2	Crit. 3	Crit. 4	Crit. 5	Crit. 6	Crit. 7	Crit. 8
GENERAL FUND:										
Communities in Schools	\$ 45,000	\$ 40,000	X	X	X	X	X	X	X	X
CONTACT Crisis Line	\$ 10,000	\$ 5,000	X	X	X	X	X	X	X	X
The Family Place	\$ 10,000	\$ 10,000	X	X	X	X	X	X	X	X
Launchability (Spec. Care/ Career Svcs)	\$ 5,000	\$ 5,000	X	X	X	X	X	X	X	X
Metrocrest Chamber of Commerce	\$ 31,500	\$ -		X		X	X	X	X	X
Metrocrest Family Medical Clinic	\$ 3,000	\$ 3,000	X	X	X	X	X	X	X	X
Metrocrest Social Services	\$ 50,000	\$ 30,000	X	X	X	X	X	X	X	X
Senior Adult Services	\$ 17,000	\$ 17,000	X	X	X	X	X	X	X	X
UBL - Texas Wranglers	\$ 30,000	\$ 2,000		X		X	X	X	X	
SUBTOTAL	\$ 201,500	\$ 112,000								
HOTEL FUND:										
Dance Council	\$ 7,200	\$ 7,000	X	X	X	X	X	X	X	X
WaterTower Theatre	\$ 390,000	\$ 390,000	X	X	X	X	X	X	X	X
Richardson Symphony Orchestra	\$ 30,000	\$ -		X		X	X	X	X	X
Second Thought Theatre	\$ 20,000	\$ 20,000	X	X		X	X		X	X
SUBTOTAL	\$ 447,200	\$ 417,000								

Non-Profit Evaluation Criteria

- Criterion #1: Does the applicant sufficiently indicate how they expect to impact Addison's residents with quality services?
- Criterion #2: Does the applicant organization demonstrate a history of providing meritorious services or programs of work?
- Criterion #3: Does the applicant organization demonstrate the proportion of Addison residents they expect to serve in a quantifiable fashion?
- Criterion #4: Is there measurable evidence of support for the applicant organization (i.e. ticket sales, number of participants, letters of support, other contributions, etc.)?
- Criterion #5: Are the services proposed in concert with the Council's stated mission and goals for the community?
- Criterion #6: Does the program of work offered by the applicant organization benefit the Town by meeting a need not currently being met?
- Criterion #7: Will financial support of this organization enrich community support services or the cultural resources of Addison?
- Criterion #8: Does the applicant exhibit a history of administrative and financial capability necessary to realize the proposed activities successfully?

Organization	FY11 Received	FY12 Requested	Reason for increase
Second Thought Theatre	\$15,000	\$20,000	No reason given (increased frequency and quality of shows)
Metrocrest Social Services	\$30,000	\$50,000	To match aid given to Addison residents (56k in FY10)
Communities in Schools	\$40,000	\$45,000	No reason given
Contact Crisis Line	\$5,000	\$10,000	Offset reduced state funding
Texas Wranglers	\$2,000	\$30,000	No reason given (cost recovery)

STATE OF TEXAS

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CONTRACT FOR SERVICES

COUNTY OF DALLAS

This Contract for Services ("Contract") is made and entered into as of the 1st day of October, 2010 by and between the Town of Addison, Texas (the "City"), and United Basketball League, Texas, Texas Wranglers ("UBL").

WITNESSETH:

WHEREAS, United Basketball League, Texas is a _____ *[e.g., private, non-profit organization established under the laws of the State of Texas for the purpose of...]* _____; and

WHEREAS, the success or failure of UBL's purposes and objectives has a direct impact on the health and welfare of the citizens of the City; and

WHEREAS, the City has full power of local self government, has authority to contract with other persons, has authority to adopt regulations that are for the good government, peace, and order of the City, has authority to enforce laws reasonably necessary to protect the public health, has authority to provide public health services as set forth in Chapter 121, Tex. Health and Safety Code and other law, and the services provided by UBL hereunder are in the public interest and are for, constitute and serve a public purpose in promoting the health and welfare of the citizens of the City.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the Town of Addison, Texas and United Basketball League, Texas do hereby contract and agree as follows:

I. TERM

The term of this Contract shall be for a period of one year from the 1st day of October, 2010 through the 30th day of September, 2011, except as otherwise provided for herein.

II. SERVICES

UBL covenants and agrees that it shall:

- (a) play "home games" within the corporate limits of the City;
- (b) play at least one "play-off game" within the corporate limits of the City;
- (c) participate in at least one City special event to provide interactive basketball demonstrations;
- (d) coordinate with the Town's Visitor Services Department to promote and book hotel rooms in Addison for players and game attendees for "home" and "play off" games held in Addison. Such efforts shall be measured and documented;

- (e) Present a mid-year written report to the City on the progress and status of services provided by UBL, and continue quarterly status reporting to the City in a mutually agreed upon form;
- (f) Provide a copy of UBL's annual audit of financial condition to the City; and
- (g) Submit detailed quarterly financial statements and program results to the City within thirty (30) days after the end of the preceding quarter explaining all expenditures.

III. COMPENSATION

For the operation and provision of the services, projects and programs of UBL as described herein, the City shall pay UBL the sum of Two Thousand and No/100 Dollars (\$2,000.00). Such sum shall be paid on or before January 1, 2011, provided UBL is not then in default of this Contract.

IV. RESPONSIBILITY; INDEMNIFICATION

(a) UBL AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM THE PERFORMANCE OF SERVICES PERFORMED AND TO BE PERFORMED HEREUNDER BY UBL OR BY ITS OFFICIALS, OFFICERS, EMPLOYEES, OWNERS, MEMBERS, AGENTS, SERVANTS, INVITEES, GUESTS, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

(b) ***INDEMNITY OWED BY UBL.*** UBL covenants and agrees to FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas, individually or collectively, in both their official and private capacities (the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas each being an "Addison Person" and collectively the "Addison Persons"), from and against any and all costs, claims, liens, harm, damages, losses, expenses, fees, fines, penalties, proceedings, judgments, actions, demands, causes of action, liability, and suits, of any kind and nature whatsoever made upon any Addison Person, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to: (1) the Services as described in Section II of this Contract; (2) representations or warranties by UBL under this Contract; and/or (3) any other act or omission under or in performance of this Contract by UBL, or any owner, officer, director, manager, employee, agent, representative, consultant, contractor, subcontractor, licensee, invitee, patron, guest, customer, or concessionaire of or for UBL, or any other person or entity for whom UBL is legally responsible, and their respective owners, officers, directors, managers, employees, agents, representatives, consultants, contractors, subcontractors, licensees, , invitees, patrons, guests, customers, and concessionaires. SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

UBL shall promptly advise the City in writing of any claim or demand against any Addison Person or UBL related to or arising out of UBL's activities under this Contract and shall see to the investigation and defense of such claim or demand at UBL's sole cost and expense. The Addison Persons shall have the right, at the Addison Persons' option and at own expense, to participate in such defense without relieving UBL of any of its obligations hereunder.

The provisions of this defense, indemnity, and hold harmless obligation, and any other defense, indemnity, and hold harmless obligation set forth in this Contract, shall survive the termination or expiration of this Contract.

V. TERMINATION

This Contract may be canceled and terminated by either party at any time and for any reason upon giving at least thirty (30) days written notice of such cancellation and termination to the other party hereto. Such notice shall be sent certified mail, return receipt requested, and to the most recent address shown on the records of the party terminating the Contract. The thirty (30) day period shall commence upon deposit of the said notice in the United States mail and shall conclude at midnight of the 30th day thereafter. In the event of such cancellation and termination and if UBL has failed at the time of such cancellation and termination to provide all of the services set forth herein, UBL shall refund to the City that portion of funds paid to UBL under the terms of this Contract in accordance with the following: Prorata funding returned to the City by UBL shall be determined by dividing the amount paid by the City under this Contract by 365 (the "daily rate"), and then multiplying the daily rate by the number of days which would have remained in the term hereof but for the cancellation or termination. Upon payment or tender of such amount, all of the obligations of UBL and the City under this Contract shall be discharged and terminated (except as otherwise provided herein, e.g., except for obligations and responsibilities as may survive termination or cancellation of this Contract as provided for in this Contract) and no action shall lie or accrue for additional benefit, consideration or value for or based upon the services performed under or pursuant to this Contract.

VI. CONFLICT OF INTEREST

(a) No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, in this Contract or the proceeds thereof. This prohibition is not intended and should not be construed to preclude payment of expenses legitimately incurred by City officials in the conduct of the City's business. No officer or employee of UBL shall have any financial interest, direct or indirect, in this Contract or the proceeds thereof.

(b) For purposes of this section, "benefit" means anything reasonably regarded as an economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include contributions or expenditures made and reported in accordance with any law.

VII. ACCOUNTING

Prior to adopting its annual budget, UBL shall submit for the City's review a budget showing the use of the City's funds provided pursuant to this Contract, and UBL shall make such periodic reports to the City, as provided for herein, listing the expenditures made by UBL from the funds provided by the City. The approval of UBL's annual budget creates a fiduciary duty in UBL with respect to the funds provided by the City under this Contract.

The funds paid to UBL pursuant to this Contract shall be maintained in a separate account established for that purpose and may not be commingled with any other money. Funds received hereunder from the City may be spent for day to day operations, supplies, salaries and other administrative costs provided that such costs are necessary for the promotion and encouragement of the purposes for which the funds may be used as described herein.

UBL shall maintain complete and accurate financial records of all of its revenues, including, without limitation, each expenditure of revenue received pursuant to this Contract. By the thirtieth (30th) day after the close of each quarter (beginning with the quarter ending December 31, 2010, with the last quarter ending September 30, 2011), UBL shall provide the City the following: (a) a detailed financial report for the previous quarter listing the expenditures made by UBL of the funds paid to UBL under this Contract; and (b) a year-to-date report of the expenditures made by UBL of the funds paid to UBL under this Contract (and if this Contract is terminated prior to its expiration, UBL shall provide such reports as set forth above for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof; and the obligation to provide the reports for the last quarter of this Contract shall survive the expiration of this Contract). On request of the City at any time, UBL shall make its records available for inspection and review by the City or its designated representative(s). Within ninety (90) days of the end of UBL's fiscal year, UBL shall provide the City with a financial statement signed by the Chairman of UBL's Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, setting forth UBL's income, expenses, assets and liabilities, and such obligation shall survive the termination or expiration of this Contract.

VIII. INDEPENDENT CONTRACTOR

In performing services under this Contract, the relationship between the City and UBL is that of independent contractor, and the City and UBL by the execution of this Contract do not change the independent status of UBL. UBL is an independent contractor, and no term or provision of this Contract or action by UBL in the performance of this Contract is intended nor shall be construed as making UBL the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship, or to allow the City to exercise discretion or control over the manner in which UBL performs the services which are described in this Contract.

IX. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

UBL may not and shall have no authority to assign, transfer, or otherwise convey by any means whatsoever this Contract or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the City, and any attempted assignment, transfer, or other conveyance of this Contract without such approval shall be null and void and be cause for immediate termination of this Contract by the City.

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

X. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPIRS

Nothing contained in this Contract shall be deemed to constitute that the City and UBL are partners or joint venturers with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Contract creates, a joint enterprise.

XI. NON-DISCRIMINATION

During the term of this Contract, UBL agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex or religion, ancestry, national origin, place of birth, or handicap.

XII. LEGAL COMPLIANCE; CONTRACT SUBJECT TO LAWS; RECITALS

UBL shall observe and abide by, and this Contract is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies (including, without limitation, the Charter and Ordinances of the City), as the same currently exist or as they may be hereafter amended. The above and foregoing recitals to this Contract are true and correct and incorporated herein and made a part hereof.

XIII. VENUE; GOVERNING LAW

In the event of any action under this Contract, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Contract; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Contract.

XIV. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XV. NO WAIVER; RIGHTS CUMULATIVE

The failure by either party to exercise any right or power, or option given to it by this Contract, or to insist upon strict compliance with the terms of this Contract, shall not constitute a waiver of the terms and conditions of this Contract with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Contract are cumulative to any other rights or remedies, which may be granted by law.

XVI. NOTICES

All notices, communications and reports, required or permitted under this Contract shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and UBL agree to provide the other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed

notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

The City's address:

UBL's address:

Chris Terry
Assistant City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

XVII. SEVERABILITY

The terms of this Contract are severable, and if any section, paragraph, clause, or other portion of this Contract shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Contract shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Contract initially.

XVIII. AUTHORITY TO EXECUTE CONTRACT

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

XIX. ENTIRE CONTRACT

This Contract represents the entire and integrated contract and agreement between the City and UBL and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Contract may be amended only by written instrument signed by both the City and UBL

IN WITNESS THEREOF, the parties hereto have caused this Contract to be signed by their proper corporate officers as first above specified, and have caused their proper corporate seal to be hereto affixed the day and year first above written.

TOWN OF ADDISON, TEXAS

UNITED BASKETBALL LEAGUE, TEXAS

By: _____
Ron Whitehead, City Manager

By: _____
Typed/printed name: _____
Its: _____

ATTEST:

ATTEST:

By: _____
Lea Dunn, City Secretary

By: _____
Typed/printed name: _____
Its: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

CONTRACT FOR SERVICES

This Contract for Services (“Contract”) is made and entered into as of the 1st day of October, 2011 by and between the Town of Addison, Texas (the “City”) and the Metrocrest Chamber of Commerce (the “Chamber”).

WITNESSETH:

WHEREAS, the Chamber is an independent non-profit corporation established under the laws of the State of Texas for the purpose of promoting business in the City; and

WHEREAS, the City has full power of local self government, has authority to contract with other persons, has authority to adopt regulations that are for the good government, peace, and order of the City, has authority to enforce laws reasonably necessary to protect the public health, has authority to promote the economic development and to stimulate business and commercial activity within the City, and the services provided by the Chamber hereunder are in the public interest and are for, constitute and serve a public purpose in promoting the health and welfare of the citizens and the economic development of the City.

NOW, THEREFORE, in consideration of all mutual covenants and agreements hereinafter set forth, the parties do hereby contract and agree as follows:

I. TERM

The term of this Contract shall be for a period of one year from the 1st day of October 2011 through the 30th day of September 2012, except as otherwise provided for herein.

II. SERVICES

A. The Chamber shall assist the City in its economic development activities and assist in developing programs that will enhance business opportunities throughout the Metrocrest region.

More particularly, the Chamber will provide the following services to the City (the “Services”):

1. *Economic Development Marketing* – The Chamber will provide to the City the following economic development marketing services (“Economic Development Marketing Services”):

(a) assist the City with ports marketing development by creating an inventory and analysis of facilities in and around the area of the City to accommodate such events;

(b) provide marketing support of the Addison Conference Center and the Visit Addison facilities that will generate at least 5 events annually; and

(c) provide marketing support to the City's Economic Development Department.

2. *Entrepreneur Development Support* - The Chamber will provide to the City the following entrepreneur development support services ("Entrepreneur Development Support Services"):

(a) develop local business start-up manual that includes the steps for starting a business;

(b) highlight local resources available to entrepreneurs (i.e. SBA, SBDCs, SCORE, etc.);

(c) develop a list of Chamber members that can provide initial counseling to entrepreneurs focusing in on accounting, legal support, marketing, etc.; and

(d) provide quarterly training event led by seasoned professional that will enhance knowledge for entrepreneurs on starting a business.

3. *WorldFest Relationship Enhancement* - The Chamber will provide to the City the following WorldFest relationship enhancement services ("WorldFest Relationship Enhancement Services"):

(a) develop a strategy to reach out to minority/ethnic chambers of commerce in the region to create awareness of WorldFest in Addison; and

(b) increase participation of minority chambers in WorldFest.

4. *Hotel Concierge Support* - The Chamber will provide to the City the following hotel concierge support services ("Hotel Concierge Support Services"):

(a) assist the City's Department of Visitor Services in establishing a hotel concierge business program for major conferences held at local hotels; and

(b) provide volunteers at targeted hotel conferences to disseminate information of local attractions, local events, and business support services.

5. *Develop Aviation Related Forum at Addison Airport* - The Chamber will provide to the City the following services regarding the development of an aviation related forum at Addison Airport ("Addison Airport Support Services"):

(a) collaborate with Addison Airport management to develop a timely aviation forum; and

(b) market the forum to local businesses with emphasis on Airport tenants.

B. Within 30 days following the end of each calendar quarter during the term of this Contract (e.g., following the end of December, 2011; March, 2012; June, 2012; and September, 2012), the Chamber will provide to the City a written report identifying the work and services of the Chamber performed and provided by the Chamber during the immediately prior quarter with respect to each of the Services. A form to be used by the Chamber in making those reports is attached hereto as Exhibit 1 and incorporated herein.

A City representative as determined by the City Council shall serve as an Ex-Officio Director of the Chamber and as a member of the Chamber's Economic Development Committee. The City's staff member responsible for Economic Development shall also be a member of the Committee.

III. COMPENSATION

A. For the design, development and implementation of the programs enumerated in Section II above, the City shall pay to the Chamber the sum of Thirty-Five Thousand and No/100 Dollars (\$35,000.00), with such amount to be paid on or before January 1, 2012 provided the Chamber is not then in default of this Contract. Such amount is allocated to the services of the Chamber as follows: (i) for the Economic Development Marketing Services, the sum of \$10,000.00; (ii) for the Entrepreneur Development Support Services, the sum of \$10,000.00; (iii) for the WorldFest Relationship Enhancement Services, the sum of \$5,000.00; (iv) for the Hotel Concierge Support Services, the sum of \$5,000.00; and (v) for the Addison Airport Support Services, the sum of \$5,000.00.

B. If requested, the Chamber shall provide its monthly financial statements to the City Manager. Such reports shall include statements of revenues and expenses. The City Manager shall also receive a copy of the Annual Business Plan and Annual Report of program activity. No payment shall be made during any period in which this provision is not complied with. Such statement shall provide sufficient information as to support the accuracy of the monthly financial statements.

IV. RESPONSIBILITY; INDEMNIFICATION

(a) THE CHAMBER AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM THE PERFORMANCE OF SERVICES PERFORMED AND TO BE PERFORMED HEREUNDER BY THE CHAMBER, ITS OFFICIALS, OFFICERS, EMPLOYEES, OWNERS, MEMBERS, AGENTS, SERVANTS, INVITEES, GUESTS, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

(b) ***INDEMNITY OWED BY THE CHAMBER.*** The Chamber covenants and agrees to **FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS** the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas, individually or collectively, in both their official and private capacities (the Town of Addison, Texas and the elected officials, the officers,

employees, representatives, and volunteers of the Town of Addison, Texas each being an **“Addison Person”** and collectively the **“Addison Persons”**), from and against any and all costs, claims, liens, harm, damages, losses, expenses, fees, fines, penalties, proceedings, judgments, actions, demands, causes of action, liability, and suits, of any kind and nature whatsoever made upon or incurred by any Addison Person, whether directly or indirectly, (the **“Claims”**), that arise out of, result from, or relate to: (1) the Services as described in Section II of this Contract; (2) representations or warranties by the Chamber under this Contract; and/or (3) any other act or omission under or in performance of this Contract by the Chamber, or any owner, officer, director, manager, employee, agent, representative, consultant, contractor, subcontractor, licensee, invitee, patron, guest, customer, or concessionaire of or for the Chamber, or any other person or entity for whom the Chamber is legally responsible, and their respective owners, officers, directors, managers, employees, agents, representatives, consultants, contractors, subcontractors, licensees, , invitees, patrons, guests, customers, and concessionaires. **SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.**

The Chamber shall promptly advise the City in writing of any claim or demand against any Addison Person or the Chamber related to or arising out of the Chamber's activities under this Contract and shall see to the investigation and defense of such claim or demand at the Chamber's sole cost and expense. The Addison Persons shall have the right, at the Addison Persons' option and at own expense, to participate in such defense without relieving the Chamber of any of its obligations hereunder.

The provisions of this defense, indemnity, and hold harmless obligation, and any other defense, indemnity, and hold harmless obligation set forth in this Contract, shall survive the termination or expiration of this Contract.

V. TERMINATION

This Contract may be canceled and terminated by either party at any time and for any reason upon giving at least thirty (30) days written notice of such cancellation and termination to the other party hereto. Such notice shall be sent certified mail, return receipt requested, and to the most recent address shown on the records of the party terminating the Contract. The thirty (30) day period shall commence upon deposit of the said notice in the United States mail and shall conclude at midnight of the 30th day thereafter.

In the event of such cancellation and termination and if the Chamber has failed at the time of such cancellation and termination to provide all the Services set forth herein, the Chamber shall refund to the City a portion of funds paid to the Chamber under the terms of this Contract in accordance with the following: Prorata funding returned to the City by the Chamber shall be determined by dividing the amount paid for each of the Economic Development Marketing Services, the Entrepreneur Development Support Services, the WorldFest Relationship Enhancement Services, the Hotel Concierge Support Services, and the Addison Airport Support

Services by 366 (the “daily rate”), and then multiplying the daily rate by the number of days which would have remained in the term hereof but for the cancellation or termination.

For example, assume this Contract is terminated on March 31, 2012; but for the termination, 183 days of the term of this Contract would have remained at that time. As of the date of termination, the Chamber has not provided all of the Economic Development Marketing Services. Accordingly, the Chamber would reimburse to the City the sum of \$10,000.00 ÷ 366 X 183, or \$5,000.00.

Upon payment or tender of such amount, all of the obligations of the Chamber and the City under this Contract shall be discharged and terminated (except as otherwise provided herein, e.g., except for obligations and responsibilities as may survive termination or cancellation of this Contract as provided for in this Contract) and no action shall lie or accrue for additional benefit, consideration or value for or based upon the services performed under or pursuant to this Contract.

VI. CONFLICT OF INTEREST

(a) No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, in this Contract or the proceeds thereof. This prohibition is not intended and should not be construed to preclude payment of expenses legitimately incurred by City officials in the conduct of the City’s business. No officer or employee of the Chamber shall have any financial interest, direct or indirect, in this Contract or the proceeds thereof.

(b) For purposes of this section, “benefit” means anything reasonably regarded as an economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include contributions or expenditures made and reported in accordance with any law.

VII. ACCOUNTING

Prior to adopting its annual budget, the Chamber shall submit for the City’s review a budget showing the use of the City’s funds provided pursuant to this Contract, and the Chamber shall make such periodic reports to the City, as provided for herein, listing the expenditures made by the Chamber from the funds provided by the City. The approval of the Chamber’s annual budget creates a fiduciary duty in the Chamber with respect to the funds provided by the City under this Contract.

The funds paid to the Chamber pursuant to this Contract shall be maintained in a separate account established for that purpose and may not be commingled with any other money. Funds received hereunder from the City may be spent for day-to-day operations, supplies, salaries and other administrative costs provided that such costs are necessary for the promotion and encouragement of the purposes for which the funds may be used as described herein.

The Chamber shall maintain complete and accurate financial records of all of its revenues, including, without limitation, each expenditure of revenue received pursuant to this Contract. By the thirtieth (30th) day after the close of each quarter (beginning with the quarter ending December

31, 2011, with the last quarter ending September 30, 2012), the Chamber shall provide the City the following: (a) a detailed financial report for the previous quarter listing the expenditures made by the Chamber of the funds paid to the Chamber under this Contract; and (b) a year-to-date report of the expenditures made by the Chamber of the funds paid to the Chamber under this Contract (and if this Contract is terminated prior to its expiration, the Chamber shall provide such reports as set forth above for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof; and the obligation to provide the reports for the last quarter of this Contract shall survive the expiration of this Contract). On request of the City at any time, the Chamber shall make its records available for inspection and review by the City or its designated representative(s). Within ninety (90) days of the end of the Chamber's fiscal year, the Chamber shall provide the City with a financial statement signed by the Chairman of the Chamber's Board of Directors (or other person acceptable to the City) as accepted by the Chamber's Board of Directors, of and setting forth all activities funded by this Contract and the Chamber's income, expenses, assets and liabilities, and such obligation shall survive the termination or expiration of this Contract.

VIII. INDEPENDENT CONTRACTOR

In performing services under this Contract, the relationship between the City and the Chamber is that of independent contractor, and the City and the Chamber by the execution of this Contract do not change the independent status of the Chamber. The Chamber is an independent contractor, and no term or provision of this Contract or action by the Chamber in the performance of this Contract is intended nor shall be construed as making the Chamber the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship, or to allow the City to exercise discretion or control over the manner in which the Chamber performs the services which are described in this Contract.

IX. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

The Chamber may not and shall have no authority to assign, transfer, or otherwise convey by any means whatsoever this Contract or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the City, and any attempted assignment, transfer, or other conveyance of this Contract without such approval shall be null and void and be cause for immediate termination of this Contract by the City.

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

X. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

Nothing contained in this Contract shall be deemed to constitute that the City and the Chamber are partners or joint venturers with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Contract creates, a joint enterprise.

XI. NON-DISCRIMINATION

During the term of this Contract, the Chamber agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex or religion, ancestry, national origin, place of birth, or handicap.

XII. LEGAL COMPLIANCE; CONTRACT SUBJECT TO LAWS; RECITALS

The Chamber shall observe and abide by, and this Contract is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies (including, without limitation, the Charter and Ordinances of the City), as the same currently exist or as they may be hereafter amended. The above and foregoing recitals to this Contract are true and correct and incorporated herein and made a part hereof.

XIII. VENUE; GOVERNING LAW

In the event of any action under this Contract, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Contract; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Contract.

XIV. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XV. NO WAIVER; RIGHTS CUMULATIVE

The failure by either party to exercise any right or power, or option given to it by this Contract, or to insist upon strict compliance with the terms of this Contract, shall not constitute a waiver of the terms and conditions of this Contract with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Contract are cumulative to any other rights or remedies, which may be granted by law.

XVI. NOTICES

All notices, communications and reports, required or permitted under this Contract shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and the Chamber agree to provide the other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

The City's address:

Chris Terry
Assistant City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

The Chamber's address:

Tracy Eubanks
President
Metrocrest Chamber of Commerce
5100 Belt Line Road, Suite 430
Dallas, Texas 75254

XVII. SEVERABILITY

The terms of this Contract are severable, and if any section, paragraph, clause, or other portion of this Contract shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Contract shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Contract initially.

XVIII. AUTHORITY TO EXECUTE CONTRACT

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

XIX. ENTIRE AGREEMENT

This Contract represents the entire and integrated contract and agreement between the City and the Chamber and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Contract may be amended only by written instrument signed by both the City and the Chamber

IN WITNESS THEREOF, the parties hereto have caused this Contract to be signed by their proper corporate officers as first above specified, and have caused their proper corporate seal to be hereto affixed the day and year first above written.

TOWN OF ADDISON, TEXAS

**METROCREST CHAMBER OF
COMMERCE**

By: _____
Ron Whitehead, City Manager

By: _____
Tracy Eubanks, President

EXHIBIT 1
TO CONTRACT FOR SERVICES

Metrocrest Chamber of Commerce
Service Agreement Milestone Quarterly Report

Town of Addison

1. Economic Development Marketing (\$10,000): <ul style="list-style-type: none"> ➤ Assist with sports marketing development by creating an inventory and analysis of facilities in the area to accommodate such events. ➤ Provide marketing support of Addison Conference Center and Visit Addison facilities that will generate at least 5 events annually. ➤ Provide marketing support to our economic development department. 		
Item	Date	Accomplishment/Milestone/Progress
2. Entrepreneur Development Support (\$10,000): <ul style="list-style-type: none"> ➤ Develop local business start-up manual that includes the steps for starting a business. ➤ Highlight local resources available to entrepreneurs (i.e. SBA, SBDCs, SCORE, etc.) ➤ Develop list of Chamber members that can provide initial counseling to entrepreneurs focusing in on accounting, legal support, marketing, etc. ➤ Provide quarterly training event led by seasoned professional that will enhance knowledge for entrepreneurs on starting a business. 		
Item	Date	Accomplishment/Milestone/Progress
3. WorldFest Relationship Enhancement (\$5,000): <ul style="list-style-type: none"> ➤ Develop strategy to reach out to minority/ethnic chambers of commerce in the region to create awareness of WorldFest in Addison. ➤ Increase participation of minority chambers in WorldFest. 		
Item	Date	Accomplishment/Milestone/Progress

4.	<i>Hotel Concierge Support (\$5,000):</i>	
	➤ Assist Visitor Services in establishing a Hotel Concierge Business program for major conferences held at local hotels.	
	➤ Provide volunteers at targeted hotel conferences to disseminate information of local attractions, local events, and business support services.	
Item	Date	Accomplishment/Milestone/Progress
5.	<i>Develop Aviation Related Forum at Addison Airport (\$5,000):</i>	
	➤ Collaborate with airport management to develop a timely aviation forum.	
	➤ Market event to local businesses with emphasis on airport tenants.	
Item	Date	Accomplishment/Milestone/Progress

STATE OF TEXAS

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CONTRACT FOR SERVICES

COUNTY OF DALLAS

This Contract for Services ("Contract") is made and entered into as of the 1st day of October, 2011 by and between the Town of Addison, Texas (the "City") and Communities In Schools Dallas Region, Inc. ("Communities In Schools").

WITNESSETH:

WHEREAS, Communities In Schools is a private, non-profit organization established under the laws of the State of Texas for the purpose of providing academic support and social services for children at risk of dropping out of school in the Dallas region; and

WHEREAS, the success or failure of the purposes and objectives of Communities In Schools has a direct impact on the health and welfare of the citizens of the City; and

WHEREAS, the City has full power of local self government, has authority to contract with other persons, has authority to adopt regulations that are for the good government, peace, and order of the City, has authority to enforce laws reasonably necessary to protect the public health, is authorized and empowered to exercise the power of eminent domain to acquire property for a school or other educational facility pursuant to Section 251.001, Tex. Loc. Gov. Code, and the services provided by Communities In Schools hereunder are in the public interest and are for, constitute and serve a public purpose in promoting the health and welfare of the citizens of the City.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the Town of Addison, Texas and Communities In Schools Dallas Region, Inc. do hereby contract and agree as follows:

I. TERM

The term of this Contract shall be for a period of one year from the 1st day of October 2011 through the 30th day of September 2012, except as otherwise provided for herein.

II. SERVICES

Communities In Schools covenants and agrees that it shall:

(a) establish and continue an on-going campus program at Janie Stark Elementary School and Montgomery Primary School in the Carrollton-Farmers Branch I.S.D. aimed at providing students with supportive guidance and counseling, educational enhancement opportunities, cultural enrichment activities, health and human service agency referrals, and parental involvement programs;

(b) assign two (2) professional staff to the Janie Stark Elementary School campus and two (2) professional staff to the Montgomery Primary School with bi-lingual language skills to guide in student development;

(c) conduct off-campus “home visits” with interested parents to acquaint them with enhanced student and parenting skills;

(d) coordinate with Addison apartment managers to hold neighborhood meetings to acquaint parents with Communities In Schools and its opportunities;

(e) continue mobilization of the service component of Communities In Schools to the Janie Stark Elementary School students;

(f) provide effective follow-up reporting to the City through quarterly financial and service reports to indicate the numbers served;

(g) provide an annual audit of financial condition to the City; and

(h) submit detailed quarterly financial statements and program results to the City within thirty (30) days after the end of the preceding quarter explaining all expenditures.

III. COMPENSATION

For the operation and provision of the services, projects and programs of Communities In Schools as described herein, the City shall pay Communities In Schools the sum of Forty Thousand and No/100 Dollars (\$40,000.00). Such sum shall be paid on or before January 1, 2012, provided Communities In Schools is not then in default of this Contract.

IV. RESPONSIBILITY; INDEMNIFICATION

(a) COMMUNITIES IN SCHOOLS AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM THE PERFORMANCE OF SERVICES PERFORMED AND TO BE PERFORMED HEREUNDER BY COMMUNITIES IN SCHOOLS, OR BY ITS OFFICIALS, OFFICERS, EMPLOYEES, OWNERS, MEMBERS, AGENTS, SERVANTS, INVITEES, GUESTS, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

(b) ***INDEMNITY OWED BY COMMUNITIES IN SCHOOLS.*** Communities in Schools covenants and agrees to FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas, individually or collectively, in both their official and private capacities (the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas each being an “Addison Person” and collectively the “Addison Persons”), from and against any and all costs, claims, liens, harm, damages, losses, expenses, fees, fines, penalties, proceedings, judgments, actions, demands, causes of action, liability, and suits, of any kind and nature whatsoever made upon or incurred by any Addison Person, whether directly or indirectly, (the “Claims”), that arise out of, result from, or relate to: (1) the Services as described in Section II of this Contract; (2) representations or warranties by

Communities in Schools under this Contract; and/or (3) any other act or omission under or in performance of this Contract by Communities in Schools, or any owner, officer, director, manager, employee, agent, representative, consultant, contractor, subcontractor, licensee, invitee, patron, guest, customer, or concessionaire of or for Communities in Schools, or any other person or entity for whom Communities in Schools is legally responsible, and their respective owners, officers, directors, managers, employees, agents, representatives, consultants, contractors, subcontractors, licensees, , invitees, patrons, guests, customers, and concessionaires. SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

Communities in Schools shall promptly advise the City in writing of any claim or demand against any Addison Person or Communities in Schools related to or arising out of Communities in Schools' activities under this Contract and shall see to the investigation and defense of such claim or demand at Communities in Schools' sole cost and expense. The Addison Persons shall have the right, at the Addison Persons' option and at own expense, to participate in such defense without relieving Communities in Schools of any of its obligations hereunder.

The provisions of this defense, indemnity, and hold harmless obligation, and any other defense, indemnity, and hold harmless obligation set forth in this Contract, shall survive the termination or expiration of this Contract.

V. TERMINATION

This Contract may be canceled and terminated by either party at any time and for any reason upon giving at least thirty (30) days written notice of such cancellation and termination to the other party hereto. Such notice shall be sent certified mail, return receipt requested, and to the most recent address shown on the records of the party terminating the Contract. The thirty (30) day period shall commence upon deposit of the said notice in the United States mail and shall conclude at midnight of the 30th day thereafter. In the event of such cancellation and termination and if Communities In Schools has failed at the time of such cancellation and termination to provide all of the services set forth herein, Communities In Schools shall refund to the City that portion of funds paid to Communities In Schools under the terms of this Contract in accordance with the following: Prorata funding returned to the City by Communities In Schools shall be determined by dividing the amount paid by the City under this Contract by 365 (the "daily rate"), and then multiplying the daily rate by the number of days which would have remained in the term hereof but for the cancellation or termination. Upon payment or tender of such amount, all of the obligations of Communities In Schools and the City under this Contract shall be discharged and terminated (except as otherwise provided herein, e.g., except for obligations and responsibilities as may survive termination or cancellation of this Contract as provided for in this Contract) and no action shall lie or accrue for additional benefit, consideration or value for or based upon the services performed under or pursuant to this Contract.

VI. CONFLICT OF INTEREST

(a) No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, in this Contract or the proceeds thereof. This prohibition is not intended and

should not be construed to preclude payment of expenses legitimately incurred by City officials in the conduct of the City's business. No officer or employee of Communities In Schools shall have any financial interest, direct or indirect, in this Contract or the proceeds thereof.

(b) For purposes of this section, "benefit" means anything reasonably regarded as an economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include contributions or expenditures made and reported in accordance with any law.

VII. ACCOUNTING

Prior to adopting its annual budget, Communities in School shall submit for the City's review a budget showing the use of the City's funds provided pursuant to this Contract, and Communities in School shall make such periodic reports to the City, as provided for herein, listing the expenditures made by Communities in School from the funds provided by the City. The approval of Communities in School's annual budget creates a fiduciary duty in Communities in School with respect to the funds provided by the City under this Contract.

The funds paid to Communities in School pursuant to this Contract shall be maintained in a separate account established for that purpose and may not be commingled with any other money. Funds received hereunder from the City may be spent for day to day operations, supplies, salaries and other administrative costs provided that such costs are necessary for the promotion and encouragement of the purposes for which the funds may be used as described herein.

Communities In Schools shall maintain complete and accurate financial records of all of its revenues, including, without limitation, each expenditure of revenue received pursuant to this Contract. By the thirtieth (30th) day after the close of each quarter (beginning with the quarter ending December 31, 2011, with the last quarter ending September 30, 2012), Communities In Schools shall provide the City the following: (a) a detailed financial report for the previous quarter listing the expenditures made by Communities In Schools of the funds paid to Communities In Schools under this Contract; and (b) a year-to-date report of the expenditures made by Communities In Schools of the funds paid to Communities in Schools under this Contract (and if this Contract is terminated prior to its expiration, Communities In Schools shall provide such reports as set forth above for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof; and the obligation to provide the reports for the last quarter of this Contract shall survive the expiration of this Contract). On request of the City at any time, Communities In Schools shall make its records available for inspection and review by the City or its designated representative(s). Within ninety (90) days of the end of Communities In Schools' fiscal year, Communities In Schools shall provide the City with a financial statement signed by the Chairman of Communities In Schools' Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, setting forth Communities In Schools' income, expenses, assets and liabilities, and such obligation shall survive the termination or expiration of this Contract.

VIII. INDEPENDENT CONTRACTOR

In performing services under this Contract, the relationship between the City and Communities In Schools is that of independent contractor, and the City and Communities In Schools by the execution of this Contract do not change the independent status of Communities In

Schools. Communities In Schools is an independent contractor, and no term or provision of this Contract or action by Communities In Schools in the performance of this Contract is intended nor shall be construed as making Communities In Schools the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship, or to allow the City to exercise discretion or control over the manner in which Communities in Schools performs the services which are described in this Contract.

IX. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

Communities In Schools may not and shall have no authority to assign, transfer, or otherwise convey by any means whatsoever this Contract or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the City, and any attempted assignment, transfer, or other conveyance of this Contract without such approval shall be null and void and be cause for immediate termination of this Contract by the City.

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

X. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

Nothing contained in this Contract shall be deemed to constitute that the City and Communities In Schools are partners or joint venturers with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Contract creates, a joint enterprise.

XI. NON-DISCRIMINATION

During the term of this Contract, Communities In Schools agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex or religion, ancestry, national origin, place of birth, or handicap.

XII. LEGAL COMPLIANCE; CONTRACT SUBJECT TO LAWS; RECITALS

Communities In Schools shall observe and abide by, and this Contract is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies (including, without limitation, the Charter and Ordinances of the City), as the same currently exist or as they may be hereafter amended. The above and foregoing recitals to this Contract are true and correct and incorporated herein and made a part hereof.

XIII. VENUE; GOVERNING LAW

In the event of any action under this Contract, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Contract; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Contract.

XIV. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XV. NO WAIVER; RIGHTS CUMULATIVE

The failure by either party to exercise any right or power, or option given to it by this Contract, or to insist upon strict compliance with the terms of this Contract, shall not constitute a waiver of the terms and conditions of this Contract with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Contract are cumulative to any other rights or remedies, which may be granted by law.

XVI. NOTICES

All notices, communications and reports, required or permitted under this Contract shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and Communities In Schools Dallas Region, Inc. agree to provide the other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

The City's address:

Chris Terry
Assistant City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

Communities In Schools Dallas Region,
Inc. address:

Sandra Chavarria
President & CEO
8700 Stemmons Frwy, Suite 125
Dallas, TX 76012

XVII. SEVERABILITY

The terms of this Contract are severable, and if any section, paragraph, clause, or other portion of this Contract shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Contract shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Contract initially.

XVIII. AUTHORITY TO EXECUTE CONTRACT

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

XIX. ENTIRE CONTRACT

This Contract represents the entire and integrated contract and agreement between the City and Communities In Schools Dallas Region, Inc. and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Contract may be amended only by written instrument signed by both the City and Communities In Schools Dallas Region, Inc.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be signed by their proper corporate officers as first above specified, and have caused their proper corporate seal to be hereto affixed the day and year first above written.

TOWN OF ADDISON, TEXAS

**COMMUNITIES IN SCHOOLS
DALLAS REGION, INC.**

By: _____
Ron Whitehead, City Manager

By: _____
Sandra Chavarria, President & CEO

STATE OF TEXAS

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CONTRACT FOR SERVICES

COUNTY OF DALLAS

This Contract for Services ("Contract") is made and entered into as of the 1st day of October, 2011 by and between the Town of Addison, Texas (the "City") and Contact Crisis Line ("Contact Crisis Line").

WITNESSETH:

WHEREAS, Contact Crisis Line is a private, non-profit organization established under the laws of the State of Texas for the purpose of counseling, supporting, helping and being a vehicle of hope for men, women and children in the Dallas area who are struggling too deal with issues ranging from depression, loneliness, substance abuse, relationship issues, financial hardship and other problems; and

WHEREAS, Contact Crisis Line provides emergency assistance and a connection to resources to thousands of persons in need and fielded nearly 40,000 calls from individuals suffering through a variety of crisis; and

WHEREAS, Contact Crisis Line daily serves people from teens to seniors, facing daily challenges with the use of its 24-hour free confidential listening, comfort, and a connection to resources, education, and emergency assistance; and

WHEREAS, Contact Crisis Line has grown to more than sixty (60) centers in twenty-one (21) states and does not accept federal government funding of any kind but relies on the support of private individuals, corporations and foundations.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the Town of Addison, Texas and Contact Crisis Line do hereby contract and agree as follows:

I. TERM

The term of this contract and agreement shall be for a period of one year from the 1st day of October, 2011 through the 30th day of September, 2012, except as otherwise provided for herein.

II. SERVICES

The Contact Crisis Line shall provide the following services to the City:

(a) Crisis Prevention and Resource Services: From the Susan and Ben Odom Call Center, more than 100 specially trained Crisis Line Specialists support callers 242 hours a day with crisis prevent services, as well as referring them to other community agencies if further assistance is needed during the City's 2011-2012 fiscal year.

(b) Emergency Aid Program: Provides free transportation for individuals in a potentially life-threatening situation to a safe place or an emergency unit at a hospital; DART bus and rail passes for critical transportation needs; and essential prescription funding for life-sustaining medications.

(c) Teen CONTACT: A program dedicated to teens by providing telephone crisis prevention services and distributing valuable resource information on teen-related issues to school counselors, youth groups, and parents. This outreach program actually takes services out of the call center and into classrooms, youth centers and churches, providing large and small group presentations in both English and Spanish.

(d) Community Engagement: The expansion of all of our programs to the Spanish-speaking community. Providing Spanish-speaking volunteers to staff two new phone lines and providing materials and presentations in Spanish.

(e) Submit detailed quarterly financial statements and program results to the City within thirty (30) days after the end of the preceding quarter listing the expenditures made by Contact Crisis Line with the revenues received pursuant to this Contract.

III. COMPENSATION

For the operation and provision of the services, projects and programs of Contact Crisis Line as described herein, the City shall pay Contact Crisis Line the sum of Five Thousand and No/100 Dollars (\$5,000.00). Such sum shall be paid on or before January 1, 2012, provided Contact Crisis Line is not then in default of this Contract.

IV. RESPONSIBILITY; INDEMNIFICATION

(a) CONTACT CRISIS LINE AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM THE PERFORMANCE OF SERVICES PERFORMED AND TO BE PERFORMED HEREUNDER BY CONTACT CRISIS LINE OR BY ITS OFFICIALS, OFFICERS, EMPLOYEES, OWNERS, MEMBERS, AGENTS, SERVANTS, INVITEES, GUESTS, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

(b) ***INDEMNITY OWED BY CONTACT CRISIS LINE.*** Contact Crisis Line covenants and agrees to FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas, individually or collectively, in both their official and private capacities (the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas each being an "Addison Person" and collectively the "Addison Persons"), from and against any and all costs, claims, liens, harm, damages, losses, expenses, fees, fines, penalties, proceedings, judgments, actions, demands, causes of action, liability, and suits, of any kind and nature whatsoever made upon or incurred by any Addison Person, whether directly or

indirectly, (the “Claims”), that arise out of, result from, or relate to: (1) the Services as described in Section II of this Contract; (2) representations or warranties by Contact Crisis Line under this Contract; and/or (3) any other act or omission under or in performance of this Contract by Contact Crisis Line, or any owner, officer, director, manager, employee, agent, representative, consultant, contractor, subcontractor, licensee, invitee, patron, guest, customer, or concessionaire of or for Contact Crisis Line, or any other person or entity for whom Contact Crisis Line is legally responsible, and their respective owners, officers, directors, managers, employees, agents, representatives, consultants, contractors, subcontractors, licensees, , invitees, patrons, guests, customers, and concessionaires. SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

Contact shall promptly advise the City in writing of any claim or demand against any Addison Person or Contact Crisis Line related to or arising out of Contact Crisis Line's activities under this Contract and shall see to the investigation and defense of such claim or demand at Contact Crisis Line's sole cost and expense. The Addison Persons shall have the right, at the Addison Persons' option and at own expense, to participate in such defense without relieving Contact Crisis Line of any of its obligations hereunder.

The provisions of this defense, indemnity, and hold harmless obligation, and any other defense, indemnity, and hold harmless obligation set forth in this Contract, shall survive the termination or expiration of this Contract.

V. TERMINATION

This Contract may be canceled and terminated by either party at any time and for any reason upon giving at least thirty (30) days written notice of such cancellation and termination to the other party hereto. Such notice shall be sent certified mail, return receipt requested, and to the most recent address shown on the records of the party terminating the Contract. The thirty (30) day period shall commence upon deposit of the said notice in the United States mail and shall conclude at midnight of the 30th day thereafter. In the event of such cancellation and termination and if Contact Crisis Line has failed at the time of such cancellation and termination to provide all of the services set forth herein, Contact Crisis Line shall refund to the City that portion of funds paid to Contact Crisis Line under the terms of this Contract in accordance with the following: Prorata funding returned to the City by Contact Crisis Line shall be determined by dividing the amount paid by the City under this Contract by 365 (the “daily rate”), and then multiplying the daily rate by the number of days which would have remained in the term hereof but for the cancellation or termination. Upon payment or tender of such amount, all of the obligations of Contact Crisis Line and the City under this Contract shall be discharged and terminated (except as otherwise provided herein, e.g., except for obligations and responsibilities as may survive termination or cancellation of this Contract as provided for in this Contract) and no action shall lie or accrue for additional benefit, consideration or value for or based upon the services performed under or pursuant to this Contract.

VI. CONFLICT OF INTEREST

(a) No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, in this Contract or the proceeds thereof. This prohibition is not intended and should not be construed to preclude payment of expenses legitimately incurred by City officials in the conduct of the City's business. No officer or employee of Contact Crisis Line shall have any financial interest, direct or indirect, in this Contract or the proceeds thereof.

(b) For purposes of this section, "benefit" means anything reasonably regarded as an economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include contributions or expenditures made and reported in accordance with any law.

VII. ACCOUNTING

Prior to adopting its annual budget, Contact Crisis Line shall submit for the City's review a budget showing the use of the City's funds provided pursuant to this Contract, and Contact Crisis Line shall make such periodic reports to the City, as provided for herein, listing the expenditures made by Contact Crisis Line from the funds provided by the City. The approval of Contact Crisis Line's annual budget creates a fiduciary duty in Contact Crisis Line with respect to the funds provided by the City under this Contract.

The funds paid to Contact Crisis Line pursuant to this Contract shall be maintained in a separate account established for that purpose and may not be commingled with any other money. Funds received hereunder from the City may be spent for day to day operations, supplies, salaries and other administrative costs provided that such costs are necessary for the promotion and encouragement of the purposes for which the funds may be used as described herein.

Contact Crisis Line shall maintain complete and accurate financial records of all of its revenues, including, without limitation, each expenditure of revenue received pursuant to this Contract. By the thirtieth (30th) day after the close of each quarter (beginning with the quarter ending December 31, 2011, with the last quarter ending September 30, 2012), Contact Crisis Line shall provide the City the following: (a) a detailed financial report for the previous quarter listing the expenditures made by Contact Crisis Line of the funds paid to Contact Crisis Line under this Contract; and (b) a year-to-date report of the expenditures made by Contact of the funds paid to Contact under this Contract (and if this Contract is terminated prior to its expiration, Contact Crisis Line shall provide such reports as set forth above for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof; and the obligation to provide the reports for the last quarter of this Contract shall survive the expiration of this Contract). On request of the City at any time, Contact Crisis Line shall make its records available for inspection and review by the City or its designated representative(s). Within ninety (90) days of the end of Contact Crisis Line's fiscal year, Contact Crisis Line shall provide the City with a financial statement signed by the Chairman of Contact Crisis Line's Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, setting forth Contact Crisis Line's income, expenses, assets and liabilities, and such obligation shall survive the termination or expiration of this Contract.

VIII. INDEPENDENT CONTRACTOR

In performing services under this Contract, the relationship between the City and Contact Crisis Line is that of independent contractor, and the City and Contact Crisis Line by the execution of this Contract do not change the independent status of Contact Crisis Line. Contact Crisis Line is an independent contractor, and no term or provision of this Contract or action by Contact Crisis Line in the performance of this Contract is intended nor shall be construed as making Contact Crisis Line the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship, or to allow the City to exercise discretion or control over the manner in which Contact Crisis Line performs the services which are described in this Contract.

IX. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

Contact Crisis Line may not and shall have no authority to assign, transfer, or otherwise convey by any means whatsoever this Contract or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the City, and any attempted assignment, transfer, or other conveyance of this Contract without such approval shall be null and void and be cause for immediate termination of this Contract by the City.

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

X. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

Nothing contained in this Contract shall be deemed to constitute that the City and Contact Crisis Adams are partners or joint venturers with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Contract creates, a joint enterprise.

XI. COPYRIGHT

Contact Crisis Line assumes full responsibility for complying with all United States laws and treaty terms pertaining to intellectual property issues and any applicable regulations, including but not limited to the assumption of all responsibilities for paying all royalties which are due for the use of domestic or foreign copyrighted works in Contact Crisis Line's performances, transmissions or broadcasts, and CONTACT CRISIS LINE, without limiting any other indemnity given by Contact Crisis Line as set forth herein, AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES, AND AGENTS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ANY LIABILITY, CLAIMS, OR DAMAGES (INCLUDING BUT NOT LIMITED TO COURT COSTS AND ATTORNEY'S FEES) GROWING OUT OF CONTACT CRISIS LINE'S INFRINGEMENT OR VIOLATION OF ANY STATUTE, TREATY TERM, OR REGULATION APPLICABLE TO INTELLECTUAL PROPERTY RIGHTS, INCLUDING BUT NOT LIMITED TO COPYRIGHTS.

XII. NON-DISCRIMINATION

During the term of this Contract, Contact Crisis Line agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex or religion, ancestry, national origin, place of birth, or handicap.

XIII. LEGAL COMPLIANCE; CONTRACT SUBJECT TO LAWS; RECITALS

Contact Crisis Line shall observe and abide by, and this Contract is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies (including, without limitation, the Charter and Ordinances of the City), as the same currently exist or as they may be hereafter amended. The above and foregoing recitals to this Contract are true and correct and incorporated herein and made a part hereof.

XIV. VENUE; GOVERNING LAW

In the event of any action under this Contract, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Contract; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Contract.

XV. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XVI. NO WAIVER; RIGHTS CUMULATIVE

The failure by either party to exercise any right or power, or option given to it by this Contract, or to insist upon strict compliance with the terms of this Contract, shall not constitute a waiver of the terms and conditions of this Contract with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Contract are cumulative to any other rights or remedies, which may be granted by law.

XVII. NOTICES

All notices, communications and reports, required or permitted under this Contract shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and Contact Crisis Line agree to provide the other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

The City's address:

Chris Terry
Assistant City Manager
Town of Addison

Contact Crisis Line's address:

Benaye Y. Rodgers
President
P.O. Box 800742

5300 Belt Line Road
Dallas, Texas 75254

Richardson, Texas 75080

XVIII. SEVERABILITY

The terms of this Contract are severable, and if any section, paragraph, clause, or other portion of this Contract shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Contract shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Contract initially.

XIX. AUTHORITY TO EXECUTE CONTRACT

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

XX. ENTIRE AGREEMENT

This Contract represents the entire and integrated contract and agreement between the City and Contact Crisis Line and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Contract may be amended only by written instrument signed by both the City and Contact Crisis Line.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be signed by their proper corporate officers as first above specified, and have caused their proper corporate seal to be hereto affixed the day and year first above written.

TOWN OF ADDISON, TEXAS

CONTACT CRISIS LINE

By: _____
Ron Whitehead, City Manager

By: _____
Benaye Rodgers, Executive Director

STATE OF TEXAS

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CONTRACT FOR SERVICES

COUNTY OF DALLAS

This Contract for Services ("Contract") is made and entered into as of the 1st day of October, 2011 by and between the Town of Addison, Texas (the "City") and The Family Place, Inc., a Texas non-profit corporation ("The Family Place").

WITNESSETH:

WHEREAS, The Family Place is a private, non-profit organization established under the laws of the State of Texas for the purpose of providing counseling, outreach, referrals, education and protection services to victims of domestic violence; and

WHEREAS, the success or failure of The Family Place purposes and objectives has a direct impact on the health and welfare of the citizens of the City; and

WHEREAS, the City has full power of local self government, has authority to contract with other persons, has authority to adopt regulations that are for the good government, peace, and order of the City, has authority to enforce laws reasonably necessary to protect the public health, has authority to provide public health services as set forth in Chapter 121, Tex. Health and Safety Code and other law, and the services provided by The Family Place hereunder are in the public interest and are for, constitute and serve a public purpose in promoting the health and welfare of the citizens of the City.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the Town of Addison, Texas and The Family Place do hereby contract and agree as follows:

I. TERM

The term of this Contract shall be for a period of one year from the 1st day of October, 2011 through the 30th day of September, 2012, except as otherwise provided for herein.

II. SERVICES

The Family Place covenants and agrees that it shall:

(a) Establish a satellite facility in the Metrocrest area for the purpose of conducting counseling, outreach, referrals, public education, and protection services to victims of domestic violence through a variety of program services in the Addison, Carrollton, and Farmers Branch area;

(b) Coordinate with other area social outreach agencies such as Metrocrest Social Services to provide the functions described in paragraph (a) above. Such coordination shall include volunteer training for those volunteers (who desire and agree to be so trained) conducting referral functions for the Metrocrest Social Services and any other groups employing volunteers for referral functions;

(c) Distribute to various media, brochures and public service announcements (“PSA”) to inform residents in the area of the services offered by The Family Place. Such an informational campaign shall include the following:

- radio public service announcements submitted to air in English and Spanish
- local and regional newspaper PSAs describing the Family Place services
- distribution of informational pamphlets to various community, civic, and social service organizations within the Metrocrest
- speaking engagements at various community, civic, and social service organizations to also include, when arranged by the City, an annual presentation to the Addison apartment managers forum as an avenue to disseminate public information within the apartment communities;

(d) Include an Addison representative on the Family Place Metrocrest Advisory Board to enhance communication and coordination of the agencies efforts in Addison and the Metrocrest;

(e) Seek the assistance of volunteers in conducting all annual fundraising events to raise awareness of the Family Place and its services. Such special events shall be rotated through Addison, Carrollton, and Farmers Branch to serve as host sites;

(f) Present a mid-year written report to the City on the progress and status of services provided at the new Metrocrest satellite facility, and continue quarterly status reporting to the City in a mutually agreed upon form;

(g) Provide a copy of The Family Place’s annual audit of financial condition to the City; and

(h) Submit detailed quarterly financial statements and program results to the City within thirty (30) days after the end of the preceding quarter explaining all expenditures.

III. COMPENSATION

For the operation and provision of the services, projects and programs of The Family Place as described herein, the City shall pay The Family Place the sum of Ten Thousand and No/100 Dollars (\$10,000.00). Such sum shall be paid on or before January 1, 2012, provided The Family Place is not then in default of this Contract.

IV. RESPONSIBILITY; INDEMNIFICATION

(a) THE FAMILY PLACE AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM THE PERFORMANCE OF SERVICES PERFORMED AND TO BE PERFORMED HEREUNDER BY THE FAMILY PLACE OR BY ITS OFFICIALS, OFFICERS, EMPLOYEES, OWNERS, MEMBERS, AGENTS, SERVANTS, INVITEES, GUESTS, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, OR ANYONE DIRECTLY OR

INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

(b) ***INDEMNITY OWED BY THE FAMILY PLACE.*** The Family Place covenants and agrees to **FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS** the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas, individually or collectively, in both their official and private capacities (the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas each being an **“Addison Person”** and collectively the **“Addison Persons”**), from and against any and all costs, claims, liens, harm, damages, losses, expenses, fees, fines, penalties, proceedings, judgments, actions, demands, causes of action, liability, and suits, of any kind and nature whatsoever made upon or incurred by any Addison Person, whether directly or indirectly, (the **“Claims”**), that arise out of, result from, or relate to: (1) the Services as described in Section II of this Contract; (2) representations or warranties by The Family Place under this Contract; and/or (3) any other act or omission under or in performance of this Contract by The Family Place, or any owner, officer, director, manager, employee, agent, representative, consultant, contractor, subcontractor, licensee, invitee, patron, guest, customer, or concessionaire of or for The Family Place, or any other person or entity for whom The Family Place is legally responsible, and their respective owners, officers, directors, managers, employees, agents, representatives, consultants, contractors, subcontractors, licensees, , invitees, patrons, guests, customers, and concessionaires. **SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.**

The Family Place shall promptly advise the City in writing of any claim or demand against any Addison Person or The Family Place related to or arising out of The Family Place's activities under this Contract and shall see to the investigation and defense of such claim or demand at The Family Place's sole cost and expense. The Addison Persons shall have the right, at the Addison Persons' option and at own expense, to participate in such defense without relieving The Family Place of any of its obligations hereunder.

The provisions of this defense, indemnity, and hold harmless obligation, and any other defense, indemnity, and hold harmless obligation set forth in this Contract, shall survive the termination or expiration of this Contract.

V. TERMINATION

This Contract may be canceled and terminated by either party at any time and for any reason upon giving at least thirty (30) days written notice of such cancellation and termination to the other party hereto. Such notice shall be sent certified mail, return receipt requested, and to the most recent address shown on the records of the party terminating the Contract. The thirty (30) day period shall commence upon deposit of the said notice in the United States mail and shall conclude at midnight of the 30th day thereafter. In the event of such cancellation and termination and if The Family Place has failed at the time of such cancellation and termination to provide all of the services set forth herein, The Family Place shall refund to the City that portion of funds paid to The Family Place under the terms of this Contract in accordance with the following: Prorata funding returned to

the City by The Family Place shall be determined by dividing the amount paid by the City under this Contract by 365 (the “daily rate”), and then multiplying the daily rate by the number of days which would have remained in the term hereof but for the cancellation or termination. Upon payment or tender of such amount, all of the obligations of The Family Place and the City under this Contract shall be discharged and terminated (except as otherwise provided herein, e.g., except for obligations and responsibilities as may survive termination or cancellation of this Contract as provided for in this Contract) and no action shall lie or accrue for additional benefit, consideration or value for or based upon the services performed under or pursuant to this Contract.

VI. CONFLICT OF INTEREST

(a) No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, in this Contract or the proceeds thereof. This prohibition is not intended and should not be construed to preclude payment of expenses legitimately incurred by City officials in the conduct of the City’s business. No officer or employee of The Family Place shall have any financial interest, direct or indirect, in this Contract or the proceeds thereof.

(b) For purposes of this section, “benefit” means anything reasonably regarded as an economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include contributions or expenditures made and reported in accordance with any law.

VII. ACCOUNTING

Prior to adopting its annual budget, The Family Place shall submit for the City’s review a budget showing the use of the City’s funds provided pursuant to this Contract, and The Family Place shall make such periodic reports to the City, as provided for herein, listing the expenditures made by The Family Place from the funds provided by the City. The approval of The Family Place’s annual budget creates a fiduciary duty in The Family Place with respect to the funds provided by the City under this Contract.

The funds paid to The Family Place pursuant to this Contract shall be maintained in a separate account established for that purpose and may not be commingled with any other money. Funds received hereunder from the City may be spent for day to day operations, supplies, salaries and other administrative costs provided that such costs are necessary for the promotion and encouragement of the purposes for which the funds may be used as described herein.

The Family Place shall maintain complete and accurate financial records of all of its revenues, including, without limitation, each expenditure of revenue received pursuant to this Contract. By the thirtieth (30th) day after the close of each quarter (beginning with the quarter ending December 31, 2011, with the last quarter ending September 30, 2012), The Family Place shall provide the City the following: (a) a detailed financial report for the previous quarter listing the expenditures made by The Family Place of the funds paid to The Family Place under this Contract; and (b) a year-to-date report of the expenditures made by The Family Place of the funds paid to The Family Place under this Contract (and if this Contract is terminated prior to its expiration, The Family Place shall provide such reports as set forth above for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof; and the obligation to provide the reports for the last quarter of this Contract shall survive the expiration of this Contract). On request of the City at any time, The Family Place shall make its records

available for inspection and review by the City or its designated representative(s). Within ninety (90) days of the end of The Family Place's fiscal year, The Family Place shall provide the City with a financial statement signed by the Chairman of The Family Place's Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, setting forth The Family Place's income, expenses, assets and liabilities, and such obligation shall survive the termination or expiration of this Contract.

VIII. INDEPENDENT CONTRACTOR

In performing services under this Contract, the relationship between the City and The Family Place is that of independent contractor, and the City and The Family Place by the execution of this Contract do not change the independent status of The Family Place. The Family Place is an independent contractor, and no term or provision of this Contract or action by The Family Place in the performance of this Contract is intended nor shall be construed as making The Family Place the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship, or to allow the City to exercise discretion or control over the manner in which The Family Place performs the services which are described in this Contract.

IX. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

The Family Place may not and shall have no authority to assign, transfer, or otherwise convey by any means whatsoever this Contract or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the City, and any attempted assignment, transfer, or other conveyance of this Contract without such approval shall be null and void and be cause for immediate termination of this Contract by the City.

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

X. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

Nothing contained in this Contract shall be deemed to constitute that the City and The Family Place are partners or joint venturers with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Contract creates, a joint enterprise.

XI. NON-DISCRIMINATION

During the term of this Contract, The Family Place agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex or religion, ancestry, national origin, place of birth, or handicap.

XII. LEGAL COMPLIANCE; CONTRACT SUBJECT TO LAWS; RECITALS

The Family Place shall observe and abide by, and this Contract is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies (including, without limitation, the Charter and Ordinances of the City), as the same currently exist or as they may be hereafter amended. The above and foregoing recitals to this Contract are true and correct and incorporated herein and made a part hereof.

XIII. VENUE; GOVERNING LAW

In the event of any action under this Contract, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Contract; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Contract.

XIV. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XV. NO WAIVER; RIGHTS CUMULATIVE

The failure by either party to exercise any right or power, or option given to it by this Contract, or to insist upon strict compliance with the terms of this Contract, shall not constitute a waiver of the terms and conditions of this Contract with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Contract are cumulative to any other rights or remedies, which may be granted by law.

XVI. NOTICES

All notices, communications and reports, required or permitted under this Contract shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and The Family Place agree to provide the other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

The City’s address:

Chris Terry
Assistant City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

The Family Place’s address:

Paige Flink
Executive Director
The Family Place
7424 Greenville Ave # 202
Dallas, TX 75231-4534

XVII. SEVERABILITY

The terms of this Contract are severable, and if any section, paragraph, clause, or other portion of this Contract shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Contract shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Contract initially.

XVIII. AUTHORITY TO EXECUTE CONTRACT

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

XIX. ENTIRE CONTRACT

This Contract represents the entire and integrated contract and agreement between the City and The Family Place and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Contract may be amended only by written instrument signed by both the City and The Family Place

IN WITNESS THEREOF, the parties hereto have caused this Contract to be signed by their proper corporate officers as first above specified, and have caused their proper corporate seal to be hereto affixed the day and year first above written.

TOWN OF ADDISON, TEXAS

THE FAMILY PLACE, INC.

By: _____
Ron Whitehead, City Manager

By: _____
Paige Flink, Executive Director

STATE OF TEXAS

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CONTRACT FOR SERVICES

COUNTY OF DALLAS

This Contract for Services (“Contract”) is made and entered into as of the 1st day of October, 2011 by and between the Town of Addison, Texas (the “City”) and LaunchAbility (“LaunchAbility”).

WITNESSETH:

WHEREAS, LaunchAbility is a private, non-profit organization established under the laws of the State of Texas for the purpose of providing services to children and adults with disabilities since 1963; and

WHEREAS, LaunchAbility provides and will continue to provide “early childhood intervention” to citizens of the City and of the region surrounding the City through speech, physical, developmental and other specialized behavioral therapies; and,

WHEREAS, LaunchAbility provides and will continue to provide “supported employment services” to citizens of the City and of the region surrounding the City through occupational training for adults with mental retardation, job matching assistance and job performance support for these individuals; and

WHEREAS, LaunchAbility will provide these services in a manner consistent with the Town of Addison's non-profit agency reporting requirements by submitting quarterly client service reports, regular organizational financial reports, and updates on City clients served by the agency as well as identifying a staff person with LaunchAbility to be designated as a liaison to the City through which all reporting and communication shall flow; and

WHEREAS, the success or failure of LaunchAbility’s purposes and objectives has a direct impact on the health, comfort, and welfare of the citizens of the City; and

WHEREAS, the City has full power of local self government, has authority to contract with other persons, has authority to adopt regulations that are for the good government, peace, and order of the City, has authority to enforce laws reasonably necessary to protect the public health, has authority to provide public health services as set forth in Chapter 121, Tex. Health and Safety Code and other law, and to create a municipal development corporation pursuant to Chapter 379A, Tex. Loc. Gov. Code, to provide job training and to foster economic opportunity and job generation, and the services provided by LaunchAbility hereunder are in the public interest and are for, constitute and serve a public purpose in promoting the health and welfare of the citizens of the City.

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

I. TERM

The term of this Contract shall be for a period of one year from the 1st day of October, 2011 through the 30th day of September, 2012, except as otherwise provided for herein.

II. SERVICES

LaunchAbility covenants and agrees that it shall:

(a) Provide “early childhood intervention” to citizens of the City and of the region surrounding the City through speech, physical, developmental and other specialized behavioral therapies; and

(b) Provide “supported employment services” to citizens of the City and of the region surrounding the City through occupational training for adults with mental retardation, job matching assistance and job performance support for these individuals; and

(c) Use the funds paid to Senior Adult Services pursuant to this Contract for services provided to children and adults who receive services in Addison only; and

(d) Provide such services in a manner consistent with the Town of Addison's non-profit agency reporting requirements by submitting quarterly client service reports, regular organizational financial reports, and updates on City clients served by the agency as well as identifying a staff person with LaunchAbility to be designated as a liaison to the City through which all reporting and communication shall flow; and

(e) Continuation of the ECI program, which help babies and toddlers, birth to age three, with autism, spina bifida, Down syndrome, cerebral palsy, and other disabilities and developmental potential and improve their ability to be successful in school; and

(f) Provide services for clients that include career assessment; placement in jobs that match up their skills to the needs of the employers; on the job training; and ongoing support to ensure our clients’ success; and

(g) Submit detailed quarterly financial statements and program results to the City within thirty (30) days after the end of the preceding quarter explaining all expenditures.

III. COMPENSATION

For the operation and provision of the services, projects and programs of LaunchAbility as described herein, the City shall pay LaunchAbility the sum of Five Thousand and No/100 Dollars (\$5,000.00). Such sum shall be paid on or before January 1, 2012, provided LaunchAbility is not then in default of this Contract.

IV. RESPONSIBILITY; INDEMNIFICATION

(a) LAUNCHABILITY AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM THE

PERFORMANCE OF SERVICES PERFORMED AND TO BE PERFORMED HEREUNDER BY LAUNCHABILITY OR BY ITS OFFICIALS, OFFICERS, EMPLOYEES, OWNERS, MEMBERS, AGENTS, SERVANTS, INVITEES, GUESTS, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

(b) ***INDEMNITY OWED BY LAUNCHABILITY.*** LaunchAbility covenants and agrees to **FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS** the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas, individually or collectively, in both their official and private capacities (the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas each being an “Addison Person” and collectively the “Addison Persons”), from and against any and all costs, claims, liens, harm, damages, losses, expenses, fees, fines, penalties, proceedings, judgments, actions, demands, causes of action, liability, and suits, of any kind and nature whatsoever made upon or incurred by any Addison Person, whether directly or indirectly, (the “Claims”), that arise out of, result from, or relate to: (1) the Services as described in Section II of this Contract; (2) representations or warranties by LaunchAbility under this Contract; and/or (3) any other act or omission under or in performance of this Contract by LaunchAbility, or any owner, officer, director, manager, employee, agent, representative, consultant, contractor, subcontractor, licensee, invitee, patron, guest, customer, or concessionaire of or for LaunchAbility, or any other person or entity for whom LaunchAbility is legally responsible, and their respective owners, officers, directors, managers, employees, agents, representatives, consultants, contractors, subcontractors, licensees, , invitees, patrons, guests, customers, and concessionaires. **SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.**

LaunchAbility shall promptly advise the City in writing of any claim or demand against any Addison Person or LaunchAbility related to or arising out of LaunchAbility' activities under this Contract and shall see to the investigation and defense of such claim or demand at LaunchAbility' sole cost and expense. The Addison Persons shall have the right, at the Addison Persons' option and at own expense, to participate in such defense without relieving LaunchAbility of any of its obligations hereunder.

The provisions of this defense, indemnity, and hold harmless obligation, and any other defense, indemnity, and hold harmless obligation set forth in this Contract, shall survive the termination or expiration of this Contract.

V. TERMINATION

This Contract may be canceled and terminated by either party at any time and for any reason upon giving at least thirty (30) days written notice of such cancellation and termination to the other party hereto. Such notice shall be sent certified mail, return receipt requested, and to the most recent address shown on the records of the party terminating the Contract. The thirty (30) day

period shall commence upon deposit of the said notice in the United States mail and shall conclude at midnight of the 30th day thereafter. In the event of such cancellation and termination and if LaunchAbility has failed at the time of such cancellation and termination to provide all of the services set forth herein, LaunchAbility shall refund to the City that portion of funds paid to LaunchAbility under the terms of this Contract in accordance with the following: Prorata funding returned to the City by LaunchAbility shall be determined by dividing the amount paid by the City under this Contract by 365 (the “daily rate”), and then multiplying the daily rate by the number of days which would have remained in the term hereof but for the cancellation or termination. Upon payment or tender of such amount, all of the obligations of LaunchAbility and the City under this Contract shall be discharged and terminated (except as otherwise provided herein, e.g., except for obligations and responsibilities as may survive termination or cancellation of this Contract as provided for in this Contract) and no action shall lie or accrue for additional benefit, consideration or value for or based upon the services performed under or pursuant to this Contract.

VI. CONFLICT OF INTEREST

(a) No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, in this Contract or the proceeds thereof. This prohibition is not intended and should not be construed to preclude payment of expenses legitimately incurred by City officials in the conduct of the City’s business. No officer or employee of LaunchAbility shall have any financial interest, direct or indirect, in this Contract or the proceeds thereof.

(b) For purposes of this section, “benefit” means anything reasonably regarded as an economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include contributions or expenditures made and reported in accordance with any law.

VII. ACCOUNTING

Prior to adopting its annual budget, LaunchAbility shall submit for the City’s review a budget showing the use of the City’s funds provided pursuant to this Contract, and LaunchAbility shall make such periodic reports to the City, as provided for herein, listing the expenditures made by LaunchAbility from the funds provided by the City. The approval of LaunchAbility’ annual budget creates a fiduciary duty in LaunchAbility with respect to the funds provided by the City under this Contract.

The funds paid to LaunchAbility pursuant to this Contract shall be maintained in a separate account established for that purpose and may not be commingled with any other money. Funds received hereunder from the City may be spent for day to day operations, supplies, salaries and other administrative costs provided that such costs are necessary for the promotion and encouragement of the purposes for which the funds may be used as described herein.

LaunchAbility shall maintain complete and accurate financial records of all of its revenues, including, without limitation, each expenditure of revenue received pursuant to this Contract. By the thirtieth (30th) day after the close of each quarter (beginning with the quarter ending December 31, 2011, with the last quarter ending September 30, 2012), LaunchAbility shall provide the City the following: (a) a detailed financial report for the previous quarter listing the expenditures made by

LaunchAbility of the funds paid to LaunchAbility under this Contract; and (b) a year-to-date report of the expenditures made by LaunchAbility of the funds paid to LaunchAbility under this Contract (and if this Contract is terminated prior to its expiration, LaunchAbility shall provide such reports as set forth above for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof; and the obligation to provide the reports for the last quarter of this Contract shall survive the expiration of this Contract). On request of the City at any time, LaunchAbility shall make its records available for inspection and review by the City or its designated representative(s). Within ninety (90) days of the end of LaunchAbility's fiscal year, LaunchAbility shall provide the City with a financial statement signed by the Chairman of LaunchAbility's Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, setting forth LaunchAbility's income, expenses, assets and liabilities, and such obligation shall survive the termination or expiration of this Contract.

VIII. INDEPENDENT CONTRACTOR

In performing services under this Contract, the relationship between the City and LaunchAbility is that of independent contractor, and the City and LaunchAbility by the execution of this Contract do not change the independent status of LaunchAbility. LaunchAbility is an independent contractor, and no term or provision of this Contract or action by LaunchAbility in the performance of this Contract is intended nor shall be construed as making LaunchAbility the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship, or to allow the City to exercise discretion or control over the manner in which LaunchAbility performs the services which are described in this Contract.

IX. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

LaunchAbility may not and shall have no authority to assign, transfer, or otherwise convey by any means whatsoever this Contract or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the City, and any attempted assignment, transfer, or other conveyance of this Contract without such approval shall be null and void and be cause for immediate termination of this Contract by the City.

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

X. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

Nothing contained in this Contract shall be deemed to constitute that the City and LaunchAbility are partners or joint venturers with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Contract creates, a joint enterprise.

XI. NON-DISCRIMINATION

During the term of this Contract, LaunchAbility agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex or religion, ancestry, national origin, place of birth, or handicap.

XII. LEGAL COMPLIANCE; CONTRACT SUBJECT TO LAWS; RECITALS

LaunchAbility shall observe and abide by, and this Contract is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies (including, without limitation, the Charter and Ordinances of the City), as the same currently exist or as they may be hereafter amended. The above and foregoing recitals to this Contract are true and correct and incorporated herein and made a part hereof.

XIII. VENUE; GOVERNING LAW

In the event of any action under this Contract, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Contract; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Contract.

XIV. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XV. NO WAIVER; RIGHTS CUMULATIVE

The failure by either party to exercise any right or power, or option given to it by this Contract, or to insist upon strict compliance with the terms of this Contract, shall not constitute a waiver of the terms and conditions of this Contract with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Contract are cumulative to any other rights or remedies, which may be granted by law.

XVI. NOTICES

All notices, communications and reports, required or permitted under this Contract shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and LaunchAbility agree to provide the other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

The City's address:

Chris Terry
Assistant City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

LaunchAbility' address:

Cathy Packard
Executive Director
LaunchAbility
4350 Sigma, Suite 100
Farmers Branch, Texas 75244

XVII. SEVERABILITY

The terms of this Contract are severable, and if any section, paragraph, clause, or other portion of this Contract shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Contract shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Contract initially.

XVIII. AUTHORITY TO EXECUTE CONTRACT

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

XIX. ENTIRE AGREEMENT

This Contract represents the entire and integrated contract and agreement between the City and LaunchAbility and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Contract may be amended only by written instrument signed by both the City and LaunchAbility

IN WITNESS THEREOF, the parties hereto have caused this Contract to be signed by their proper corporate officers as first above specified, and have caused their proper corporate seal to be hereto affixed the day and year first above written.

TOWN OF ADDISON, TEXAS

LAUNCHABILITY

By: _____
Ron Whitehead, City Manager

By: _____
Cathy Packard, Executive Director

STATE OF TEXAS

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CONTRACT FOR SERVICES

COUNTY OF DALLAS

This Contract for Services ("Contract") is made and entered into as of the 1st day of October, 2011 by and between the Town of Addison, Texas (the "City"), and Metrocrest Family Medical Clinic ("Metrocrest Family Medical Clinic").

WITNESSETH:

WHEREAS, Metrocrest Family Medical Clinic is a private, non-profit organization established under the laws of the State of Texas for the purpose of improving the health of the local community by offering low cost treatment for minor medical problems for children and adults; and

WHEREAS, the success or failure of Metrocrest Family Medical Clinic purposes and objectives has a direct impact on the health and welfare of the citizens of the City; and

WHEREAS, the City has full power of local self government, has authority to contract with other persons, has authority to adopt regulations that are for the good government, peace, and order of the City, has authority to enforce laws reasonably necessary to protect the public health, has authority to provide public health services as set forth in Chapter 121, Tex. Health and Safety Code and other law, and the services provided by Metrocrest Family Medical Clinic hereunder are in the public interest and are for, constitute and serve a public purpose in promoting the health and welfare of the citizens of the City.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the Town of Addison, Texas and Metrocrest Family Medical Clinic do hereby contract and agree as follows:

I. TERM

The term of this Contract shall be for a period of one year from the 1st day of October, 2011 through the 30th day of September, 2012, except as otherwise provided for herein.

II. SERVICES

Metrocrest Family Medical Clinic covenants and agrees that it shall:

(a) Provide low cost treatment for minor medical problems, during normal operating hours of the clinic, for children and adults living in Addison;

(b) Provision of evening medical clinics, staffed by volunteer personnel, which provide medical attention to the residents of our service area who would otherwise not be able to receive treatment of episodic medical attention;

(c) Address orientation of each individual client with sudden loss of medical insurance benefits to resources to meet their often complex medical needs;

(b) Present a mid-year written report to the City on the progress and status of services provided by Metrocrest Family Medical Clinic and provide quarterly status reporting to the City in a mutually agreed upon form;

(c) Submit detailed quarterly financial statements and program results to the City within thirty (30) days after the end of the preceding quarter explaining all expenditures.

III. COMPENSATION

For the operation and provision of the services, projects and programs of Metrocrest Family Medical Clinic as described herein, the City shall pay Metrocrest Family Medical Clinic the sum of Three Thousand and No/100 Dollars (\$3,000.00). Such sum shall be paid on or before January 1, 2012, provided Metrocrest Family Medical Clinic is not then in default of this Contract.

IV. RESPONSIBILITY; INDEMNIFICATION

(a) METROCREST FAMILY MEDICAL CLINIC AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM THE PERFORMANCE OF SERVICES PERFORMED AND TO BE PERFORMED HEREUNDER BY METROCREST FAMILY MEDICAL CLINIC, ITS OFFICIALS, OFFICERS, EMPLOYEES, OWNERS, MEMBERS, AGENTS, SERVANTS, INVITEES, GUESTS, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

(b) ***INDEMNITY OWED BY METROCREST FAMILY MEDICAL CLINIC.*** Metrocrest Family Medical Clinic covenants and agrees to FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas, individually or collectively, in both their official and private capacities (the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas each being an "Addison Person" and collectively the "Addison Persons"), from and against any and all costs, claims, liens, harm, damages, losses, expenses, fees, fines, penalties, proceedings, judgments, actions, demands, causes of action, liability, and suits, of any kind and nature whatsoever made upon or incurred by any Addison Person, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to: (1) the Services as described in Section II of this Contract; (2) representations or warranties by Metrocrest Family Medical Clinic under this Contract; and/or (3) any other act or omission under or in performance of this Contract by Metrocrest Family Medical Clinic, or any owner, officer, director, manager, employee, agent, representative, consultant, contractor, subcontractor, licensee, invitee, patron, guest, customer, or concessionaire of or for Metrocrest Family Medical Clinic, or any other person or entity for whom Metrocrest Family Medical Clinic is legally responsible, and their respective owners, officers, directors, managers, employees, agents, representatives, consultants, contractors, subcontractors, licensees, , invitees, patrons, guests, customers,

and concessionaires. SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

Metrocrest Family Medical Clinic shall promptly advise the City in writing of any claim or demand against any Addison Person or Metrocrest Family Medical Clinic related to or arising out of Metrocrest Family Medical Clinic's activities under this Contract and shall see to the investigation and defense of such claim or demand at Metrocrest Family Medical Clinic's sole cost and expense. The Addison Persons shall have the right, at the Addison Persons' option and at own expense, to participate in such defense without relieving Metrocrest Family Medical Clinic of any of its obligations hereunder.

The provisions of this defense, indemnity, and hold harmless obligation, and any other defense, indemnity, and hold harmless obligation set forth in this Contract, shall survive the termination or expiration of this Contract.

V. TERMINATION

This Contract may be canceled and terminated by either party at any time and for any reason upon giving at least thirty (30) days written notice of such cancellation and termination to the other party hereto. Such notice shall be sent certified mail, return receipt requested, and to the most recent address shown on the records of the party terminating the Contract. The thirty (30) day period shall commence upon deposit of the said notice in the United States mail and shall conclude at midnight of the 30th day thereafter. In the event of such cancellation and termination and if Metrocrest Family Medical Clinic has failed at the time of such cancellation and termination to provide all of the services set forth herein, Metrocrest Family Medical Clinic shall refund to the City that portion of funds paid to Metrocrest Family Medical Clinic under the terms of this Contract in accordance with the following: Prorata funding returned to the City by Metrocrest Family Medical Clinic shall be determined by dividing the amount paid by the City under this Contract by 365 (the "daily rate"), and then multiplying the daily rate by the number of days which would have remained in the term hereof but for the cancellation or termination. Upon payment or tender of such amount, all of the obligations of Metrocrest Family Medical Clinic and the City under this Contract shall be discharged and terminated (except as otherwise provided herein, e.g., except for obligations and responsibilities as may survive termination or cancellation of this Contract as provided for in this Contract) and no action shall lie or accrue for additional benefit, consideration or value for or based upon the services performed under or pursuant to this Contract.

VI. CONFLICT OF INTEREST

(a) No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, in this Contract or the proceeds thereof. This prohibition is not intended and should not be construed to preclude payment of expenses legitimately incurred by City officials in the conduct of the City's business. No officer or employee of Metrocrest Family Medical Clinic shall have any financial interest, direct or indirect, in this Contract or the proceeds thereof.

(b) For purposes of this section, “benefit” means anything reasonably regarded as an economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include contributions or expenditures made and reported in accordance with any law.

VII. ACCOUNTING

Prior to adopting its annual budget, Metrocrest Family Medical Clinic shall submit for the City’s review a budget showing the use of the City’s funds provided pursuant to this Contract, and Metrocrest Family Medical Clinic shall make such periodic reports to the City, as provided for herein, listing the expenditures made by Metrocrest Family Medical Clinic from the funds provided by the City. The approval of Metrocrest Family Medical Clinic’s annual budget creates a fiduciary duty in Metrocrest Family Medical Clinic with respect to the funds provided by the City under this Contract.

The funds paid to Metrocrest Family Medical Clinic pursuant to this Contract shall be maintained in a separate account established for that purpose and may not be commingled with any other money. Funds received hereunder from the City may be spent for day to day operations, supplies, salaries and other administrative costs provided that such costs are necessary for the promotion and encouragement of the purposes for which the funds may be used as described herein.

Metrocrest Family Medical Clinic shall maintain complete and accurate financial records of all of its revenues, including, without limitation, each expenditure of revenue received pursuant to this Contract. By the thirtieth (30th) day after the close of each quarter (beginning with the quarter ending December 31, 2011, with the last quarter ending September 30, 2012), Metrocrest Family Medical Clinic shall provide the City the following: (a) a detailed financial report for the previous quarter listing the expenditures made by Metrocrest Family Medical Clinic of the funds paid to Metrocrest Family Medical Clinic under this Contract; and (b) a year-to-date report of the expenditures made by Metrocrest Family Medical Clinic of the funds paid to Metrocrest Family Medical Clinic under this Contract (and if this Contract is terminated prior to its expiration, Metrocrest Family Medical Clinic shall provide such reports as set forth above for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof; and the obligation to provide the reports for the last quarter of this Contract shall survive the expiration of this Contract). On request of the City at any time, Metrocrest Family Medical Clinic shall make its records available for inspection and review by the City or its designated representative(s). Within ninety (90) days of the end of Metrocrest Family Medical Clinic’s fiscal year, Metrocrest Family Medical Clinic shall provide the City with a financial statement signed by the Chairman of Metrocrest Family Medical Clinic’s Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, setting forth Metrocrest Family Medical Clinic’s income, expenses, assets and liabilities, and such obligation shall survive the termination or expiration of this Contract.

VIII. INDEPENDENT CONTRACTOR

In performing services under this Contract, the relationship between the City and Metrocrest Family Medical Clinic is that of independent contractor, and the City and Metrocrest Family Medical Clinic by the execution of this Contract do not change the independent status of Metrocrest Family Medical Clinic. Metrocrest Family Medical Clinic is an independent contractor, and no

term or provision of this Contract or action by Metrocrest Family Medical Clinic in the performance of this Contract is intended nor shall be construed as making Metrocrest Family Medical Clinic the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship, or to allow the City to exercise discretion or control over the manner in which Metrocrest Family Medical Clinic performs the services which are described in this Contract.

IX. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

Metrocrest Family Medical Clinic may not and shall have no authority to assign, transfer, or otherwise convey by any means whatsoever this Contract or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the City, and any attempted assignment, transfer, or other conveyance of this Contract without such approval shall be null and void and be cause for immediate termination of this Contract by the City.

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

X. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

Nothing contained in this Contract shall be deemed to constitute that the City and Metrocrest Family Medical Clinic are partners or joint venturers with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Contract creates, a joint enterprise.

XI. NON-DISCRIMINATION

During the term of this Contract, Metrocrest Family Medical Clinic agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex or religion, ancestry, national origin, place of birth, or handicap.

XII. LEGAL COMPLIANCE; CONTRACT SUBJECT TO LAWS; RECITALS

Metrocrest Family Medical Clinic shall observe and abide by, and this Contract is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies (including, without limitation, the Charter and Ordinances of the City), as the same currently exist or as they may be hereafter amended. The above and foregoing recitals to this Contract are true and correct and incorporated herein and made a part hereof.

XIII. VENUE; GOVERNING LAW

In the event of any action under this Contract, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Contract; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Contract.

XIV. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XV. NO WAIVER; RIGHTS CUMULATIVE

The failure by either party to exercise any right or power, or option given to it by this Contract, or to insist upon strict compliance with the terms of this Contract, shall not constitute a waiver of the terms and conditions of this Contract with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Contract are cumulative to any other rights or remedies, which may be granted by law.

XVI. NOTICES

All notices, communications and reports, required or permitted under this Contract shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and Metrocrest Family Medical Clinic agree to provide the other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

The City's address:

Chris Terry
Assistant City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

Metrocrest Family Medical Clinic's address:

Jane Wood Hawkins
Executive Director
Metrocrest Family Medical Clinic
1 Medical Parkway, Suite 149
Dallas, Texas 75234

XVII. SEVERABILITY

The terms of this Contract are severable, and if any section, paragraph, clause, or other portion of this Contract shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Contract shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Contract initially.

XVIII. AUTHORITY TO EXECUTE CONTRACT

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

XIX. ENTIRE CONTRACT

This Contract represents the entire and integrated contract and agreement between the City and Metrocrest Family Medical Clinic and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Contract may be amended only by written instrument signed by both the City and Metrocrest Family Medical Clinic

IN WITNESS THEREOF, the parties hereto have caused this Contract to be signed by their proper corporate officers as first above specified, and have caused their proper corporate seal to be hereto affixed the day and year first above written.

TOWN OF ADDISON, TEXAS

**METROCREST FAMILY MEDICAL
CLINIC**

By: _____
Ron Whitehead, City Manager

By: _____
Jane Wood Hawkins, Executive Director

STATE OF TEXAS

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CONTRACT FOR SERVICES

COUNTY OF DALLAS

This Contract for Services (“Contract”) is made and entered into as of the 1st day of October, 2011 by and between the Town of Addison, Texas (the “City”) and Metrocrest Social Services (“Metrocrest”).

WITNESSETH:

WHEREAS, Metrocrest is a private, non-profit organization established under the laws of the State of Texas for the purpose of providing information, referral and short term emergency assistance to the citizens within the City; and

WHEREAS, the success or failure of Metrocrest’s purposes and objectives has a direct impact on the health, comfort, and welfare of the citizens of the City; and

WHEREAS, the City has full power of local self government, has authority to contract with other persons, has authority to adopt regulations that are for the good government, peace, and order of the City, has authority to enforce laws reasonably necessary to protect the public health, is authorized pursuant to Section 150.002, Texas Human Resources Code, to provide housing, food, clothing, and day care services to the indigent on its own or by contract, and the services provided by Metrocrest hereunder are in the public interest and are for, constitute and serve a public purpose in promoting the health and welfare of the citizens of the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Town of Addison, Texas and Metrocrest Social Services do hereby contract and agree as follows:

I. TERM

The term of this Contract shall be for a period of one year from the 1st day of October, 2011 through the 30th day of September, 2012, except as otherwise provided for herein.

II. SERVICES

During the term of this Contract, Metrocrest covenants and agrees that it shall:

(a) Provide direct material assistance and short term emergency assistance to residents and citizens of the City of which includes:

- 1) Rent
- 2) Utilities
- 3) Food
- 4) Clothing
- 5) Prescription Drugs
- 6) Transportation Services
- 7) Other related services

- (b) Provide information and referral on health and social service issues to residents and citizens of the City of which includes:
 - 1) Employment Assistance
 - 2) Health and Social Services Referrals
 - 3) Support Group Information

- (c) Provide indirect assistance to residents and citizens for the City of which includes:
 - (1) Collaboration with others in the community for awareness of need and maximum utilization of resources
 - (2) Community education about issues, needs, and resources
 - (3) Inquiry into the causes of identified problems
 - (4) Participation in the development of plans and strategies to address the causes
 - (5) Provisions of volunteer opportunities for community-wide involvement in the programs of the Metrocrest Social Services.

- (d) Submit detailed quarterly financial statements and program results to the City within thirty (30) days after the end of the preceding quarter explaining all expenditures.

III. COMPENSATION

For the operation and provision of the services, projects and programs of Metrocrest as described herein, the City shall pay Metrocrest the sum of Thirty Thousand and No/100 Dollars (\$30,000.00). Such sum shall be paid on or before January 1, 2012, provided Metrocrest is not then in default of this Contract.

IV. INDEMNIFICATION

(a) METEROCREST AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM THE PERFORMANCE OF SERVICES PERFORMED AND TO BE PERFORMED HEREUNDER BY METROCREST OR BY ITS OFFICIALS, OFFICERS, EMPLOYEES, OWNERS, MEMBERS, AGENTS, SERVANTS, INVITEES, GUESTS, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

(b) ***INDEMNITY OWED BY METROCREST SOCIAL SERVICES.*** Metrocrest Social Services covenants and agrees to FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas, individually or collectively, in both their official and private capacities (the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas each being an “Addison Person” and collectively the “Addison Persons”), from and against any and all costs, claims, liens, harm, damages, losses, expenses, fees, fines, penalties, proceedings, judgments, actions, demands, causes of action, liability, and suits, of any kind and nature whatsoever made upon or incurred by any Addison Person, whether directly or indirectly,

(the “Claims”), that arise out of, result from, or relate to: (1) the Services as described in Section II of this Contract; (2) representations or warranties by Metrocrest Social Services under this Contract; and/or (3) any other act or omission under or in performance of this Contract by Metrocrest Social Services, or any owner, officer, director, manager, employee, agent, representative, consultant, contractor, subcontractor, licensee, invitee, patron, guest, customer, or concessionaire of or for Metrocrest Social Services, or any other person or entity for whom Metrocrest Social Services is legally responsible, and their respective owners, officers, directors, managers, employees, agents, representatives, consultants, contractors, subcontractors, licensees, , invitees, patrons, guests, customers, and concessionaires. SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

Metrocrest Social Services shall promptly advise the City in writing of any claim or demand against any Addison Person or Metrocrest Social Services related to or arising out of Metrocrest Social Services’ activities under this Contract and shall see to the investigation and defense of such claim or demand at Metrocrest Social Services’ sole cost and expense. The Addison Persons shall have the right, at the Addison Persons’ option and at own expense, to participate in such defense without relieving Metrocrest Social Services of any of its obligations hereunder.

The provisions of this defense, indemnity, and hold harmless obligation, and any other defense, indemnity, and hold harmless obligation set forth in this Contract, shall survive the termination or expiration of this Contract.

V. TERMINATION

This Contract may be canceled and terminated by either party at any time and for any reason upon giving at least thirty (30) days written notice of such cancellation and termination to the other party hereto. Such notice shall be sent certified mail, return receipt requested, and to the most recent address shown on the records of the party terminating the Contract. The thirty (30) day period shall commence upon deposit of the said notice in the United States mail and shall conclude at midnight of the 30th day thereafter. In the event of such cancellation and termination and if Metrocrest has failed at the time of such cancellation and termination to provide all of the services set forth herein, Metrocrest shall refund to the City that portion of funds paid to Metrocrest under the terms of this Contract in accordance with the following: Prorata funding returned to the City by Metrocrest shall be determined by dividing the amount paid by the City under this Contract by 365 (the “daily rate”), and then multiplying the daily rate by the number of days which would have remained in the term hereof but for the cancellation or termination. Upon payment or tender of such amount, all of the obligations of Metrocrest and the City under this Contract shall be discharged and terminated (except as otherwise provided herein, e.g., except for obligations and responsibilities as may survive termination or cancellation of this Contract as provided for in this Contract) and no action shall lie or accrue for additional benefit, consideration or value for or based upon the services performed under or pursuant to this Contract.

VI. CONFLICT OF INTEREST

(a) No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, in this Contract or the proceeds thereof. This prohibition is not intended and should not be construed to preclude payment of expenses legitimately incurred by City officials in the conduct of the City's business. No officer or employee of Metrocrest shall have any financial interest, direct or indirect, in this Contract or the proceeds thereof.

(b) For purposes of this section, "benefit" means anything reasonably regarded as an economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include contributions or expenditures made and reported in accordance with any law.

VII. ACCOUNTING

Prior to adopting its annual budget, Metrocrest shall submit for the City's review a budget showing the use of the City's funds provided pursuant to this Contract, and Metrocrest shall make such periodic reports to the City, as provided for herein, listing the expenditures made by Metrocrest from the funds provided by the City. The approval of Metrocrest's annual budget creates a fiduciary duty in Metrocrest with respect to the funds provided by the City under this Contract.

The funds paid to Metrocrest pursuant to this Contract shall be maintained in a separate account established for that purpose and may not be commingled with any other money. Funds received hereunder from the City may be spent for day to day operations, supplies, salaries and other administrative costs provided that such costs are necessary for the promotion and encouragement of the purposes for which the funds may be used as described herein.

Metrocrest shall maintain complete and accurate financial records of all of its revenues, including, without limitation, each expenditure of revenue received pursuant to this Contract. By the thirtieth (30th) day after the close of each quarter (beginning with the quarter ending December 31, 2011, with the last quarter ending September 30, 2012), Metrocrest shall provide the City the following: (a) a detailed financial report for the previous quarter listing the expenditures made by Metrocrest of the funds paid to Metrocrest under this Contract; and (b) a year-to-date report of the expenditures made by Metrocrest of the funds paid to Metrocrest under this Contract (and if this Contract is terminated prior to its expiration, Metrocrest shall provide such reports as set forth above for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof; and the obligation to provide the reports for the last quarter of this Contract shall survive the expiration of this Contract). On request of the City at any time, Metrocrest shall make its records available for inspection and review by the City or its designated representative(s). Within ninety (90) days following the end of Metrocrest's fiscal year, Metrocrest shall provide the City with a financial statement signed by the Chairman of Metrocrest's Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, setting forth Metrocrest's income, expenses, assets and liabilities, and such obligation shall survive the termination or expiration of this Contract.

VIII. INDEPENDENT CONTRACTOR

In performing services under this Contract, the relationship between the City and Metrocrest is that of independent contractor, and the City and Metrocrest by the execution of this Contract do

not change the independent status of Metrocrest. Metrocrest is an independent contractor, and no term or provision of this Contract or action by Metrocrest in the performance of this Contract is intended nor shall be construed as making Metrocrest the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship, or to allow the City to exercise discretion or control over the manner in which Communities in Schools performs the services which are described in this Contract.

IX. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

Metrocrest may not and shall have no authority to assign, transfer, or otherwise convey by any means whatsoever this Contract or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the City, and any attempted assignment, transfer, or other conveyance of this Contract without such approval shall be null and void and be cause for immediate termination of this Contract by the City.

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

X. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

Nothing contained in this Contract shall be deemed to constitute that the City and Metrocrest are partners or joint venturers with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Contract creates, a joint enterprise.

XI. NON-DISCRIMINATION

During the term of this Contract, Metrocrest agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex or religion, ancestry, national origin, place of birth, or handicap.

XII. LEGAL COMPLIANCE; CONTRACT SUBJECT TO LAWS; RECITALS

Metrocrest shall observe and abide by, and this Contract is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies (including, without limitation, the Charter and Ordinances of the City), as the same currently exist or as they may be hereafter amended. The above and foregoing recitals to this Contract are true and correct and incorporated herein and made a part hereof.

XIII. VENUE; GOVERNING LAW

In the event of any action under this Contract, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. This Agreement shall be governed by and construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction.

XIV. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XV. NO WAIVER; RIGHTS CUMULATIVE

The failure by either party to exercise any right or power, or option given to it by this Contract, or to insist upon strict compliance with the terms of this Contract, shall not constitute a waiver of the terms and conditions of this Contract with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Contract are cumulative to any other rights or remedies, which may be granted by law.

XVI. NOTICES

All notices, communications and reports, required or permitted under this Contract shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and Metrocrest agree to provide the other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

The City's address:

Mr. Chris Terry
Assistant City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

Metrocrest's address:

Ms. Bunny Summerlin
Executive Director
Metrocrest Social Services
13801 Hutton Drive, Suite 150
Farmers Branch, Texas 75234

XVII. SEVERABILITY

The terms of this Contract are severable, and if any section, paragraph, clause, or other portion of this Contract shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Contract shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Contract initially.

XVIII. AUTHORITY TO EXECUTE CONTRACT

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

XIX. ENTIRE AGREEMENT

This Contract represents the entire and integrated contract and agreement between the City and Metrocrest and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Contract may be amended only by written instrument signed by both the City and Metrocrest.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be signed by their proper corporate officers as first above specified, and have caused their proper corporate seal to be hereto affixed the day and year first above written.

TOWN OF ADDISON, TEXAS

METROCREST SOCIAL SERVICES

By: _____
Ron Whitehead, City Manager

By: _____
Bunny Summerlin, Executive Director

STATE OF TEXAS

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CONTRACT FOR SERVICES

COUNTY OF DALLAS

This Contract for Services (“Contract”) is made and entered into as of the 1st day of October, 2011 by and between the Town of Addison, Texas (the “City”) and Senior Adult Services of Addison, Carrollton, Coppell, and Farmers Branch (“Senior Adult Services”).

WITNESSETH:

WHEREAS, Senior Adult Services is a private, non-profit organization established under the laws of the State of Texas for the purpose of providing information, programs, and referral services to the senior citizens within Addison, Carrollton, Coppell and Farmers Branch; and

WHEREAS, the success or failure of Senior Adult Services purposes and objectives has a direct impact on the health, comfort, and welfare of the senior citizens of the Town; and

WHEREAS, the City has full power of local self government, has authority to contract with other persons, has authority to adopt regulations that are for the good government, peace, and order of the City, has authority to enforce laws reasonably necessary to protect the public health, is authorized pursuant to Section 150.002, Texas Human Resources Code, to provide housing, food, clothing, and day care services on its own or by contract, has authority to provide public health services as set forth in Chapter 121, Tex. Health and Safety Code and other law, and the services provided by Senior Adult Services hereunder are in the public interest and are for, constitute and serve a public purpose in promoting the health and welfare of the citizens of the City.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the Town of Addison, Texas and Senior Adult Services of Addison, Carrollton, Coppell, and Farmers Branch do hereby covenant and agree as follows:

I. TERM

The term of this Contract shall be for a period of one year from October 1, 2011 through September 30, 2012, except as otherwise provided for herein.

II. SERVICES

Senior Adult Services covenants and agrees that it shall:

- (a) Design, develop, and implement referral services, projects, or programs beneficial to the senior citizens living in the City of which include
 - (1) Transportation Assistance
 - (2) Home Repair Assistance
 - (3) Informational and Referral Services
 - (4) Home Delivered Meals
 - (5) Provide Case Management Services

(6) Care Givers Support

(b) Submit detailed quarterly financial statements and program results to the City within thirty (30) days after the end of the preceding quarter explaining all expenditures.

III. COMPENSATION

For the operation and provision of the services, projects and programs of Senior Adult Services as described herein, the City shall pay Senior Adult Services the sum of Seventeen Thousand and No/100 Dollars (\$17,000.00). Such sum shall be paid on or before January 1, 2012, provided Senior Adult Services is not then in default of this Contract.

IV. INDEMNIFICATION

(a) SENIOR ADULT SERVICES AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM THE PERFORMANCE OF SERVICES PERFORMED AND TO BE PERFORMED HEREUNDER BY SENIOR ADULT SERVICES OR BY ITS OFFICIALS, OFFICERS, EMPLOYEES, OWNERS, MEMBERS, AGENTS, SERVANTS, INVITEES, GUESTS, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

(b) ***INDEMNITY OWED BY SENIOR ADULT SERVICES.*** Senior Adult Services covenants and agrees to FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas, individually or collectively, in both their official and private capacities (the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas each being an "Addison Person" and collectively the "Addison Persons"), from and against any and all costs, claims, liens, harm, damages, losses, expenses, fees, fines, penalties, proceedings, judgments, actions, demands, causes of action, liability, and suits, of any kind and nature whatsoever made upon or incurred by any Addison Person, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to: (1) the Services as described in Section II of this Contract; (2) representations or warranties by Senior Adult Services under this Contract; and/or (3) any other act or omission under or in performance of this Contract by Senior Adult Services, or any owner, officer, director, manager, employee, agent, representative, consultant, contractor, subcontractor, licensee, invitee, patron, guest, customer, or concessionaire of or for Senior Adult Services, or any other person or entity for whom Senior Adult Services is legally responsible, and their respective owners, officers, directors, managers, employees, agents, representatives, consultants, contractors, subcontractors, licensees, , invitees, patrons, guests, customers, and concessionaires. SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

Senior Adult Services shall promptly advise the City in writing of any claim or demand against any Addison Person or Senior Adult Services related to or arising out of Senior Adult Services' activities under this Contract and shall see to the investigation and defense of such claim or demand at Senior Adult Services' sole cost and expense. The Addison Persons shall have the right, at the Addison Persons' option and at own expense, to participate in such defense without relieving Senior Adult Services of any of its obligations hereunder.

The provisions of this defense, indemnity, and hold harmless obligation, and any other defense, indemnity, and hold harmless obligation set forth in this Contract, shall survive the termination or expiration of this Contract.

V. TERMINATION

This Contract may be canceled and terminated by either party at any time and for any reason upon giving at least thirty (30) days written notice of such cancellation and termination to the other party hereto. Such notice shall be sent certified mail, return receipt requested, and to the most recent address shown on the records of the party terminating the Contract. The thirty (30) day period shall commence upon deposit of the said notice in the United States mail and shall conclude at midnight of the 30th day thereafter. In the event of such cancellation and termination and if Senior Adult Services has failed at the time of such cancellation and termination to provide all of the services set forth herein, Senior Adult Services shall refund to the City that portion of funds paid to Senior Adult Services under the terms of this Contract in accordance with the following: Prorata funding returned to the City by Senior Adult Services shall be determined by dividing the amount paid by the City under this Contract by 365 (the "daily rate"), and then multiplying the daily rate by the number of days which would have remained in the term hereof but for the cancellation or termination. Upon payment or tender of such amount, all of the obligations of Senior Adult Services and the City under this Contract shall be discharged and terminated (except as otherwise provided herein, e.g., except for obligations and responsibilities as may survive termination or cancellation of this Contract as provided for in this Contract) and no action shall lie or accrue for additional benefit, consideration or value for or based upon the services performed under or pursuant to this Contract.

VI. CONFLICT OF INTEREST

(a) No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, in this Contract or the proceeds thereof. This prohibition is not intended and should not be construed to preclude payment of expenses legitimately incurred by City officials in the conduct of the City's business. No officer or employee of Senior Adult Services shall have any financial interest, direct or indirect, in this Contract or the proceeds thereof.

(b) For purposes of this section, "benefit" means anything reasonably regarded as an economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include contributions or expenditures made and reported in accordance with any law.

VII. ACCOUNTING

Prior to adopting its annual budget, Senior Adult Services shall submit for the City's review a budget showing the use of the City's funds provided pursuant to this Contract, and Senior Adult Services shall make such periodic reports to the City, as provided for herein, listing the expenditures made by Senior Adult Services from the funds provided by the City. The approval of Senior Adult Services' annual budget creates a fiduciary duty in Senior Adult Services with respect to the funds provided by the City under this Contract.

The funds paid to Senior Adult Services pursuant to this Contract shall be maintained in a separate account established for that purpose and may not be commingled with any other money. Funds received hereunder from the City may be spent for day to day operations, supplies, salaries and other administrative costs provided that such costs are necessary for the promotion and encouragement of the purposes for which the funds may be used as described herein.

Senior Adult Services shall maintain complete and accurate financial records of all of its revenues, including, without limitation, each expenditure of revenue received pursuant to this Contract. By the thirtieth (30th) day after the close of each quarter (beginning with the quarter ending December 31, 2011, with the last quarter ending September 30, 2012), Senior Adult Services shall provide the City the following: (a) a detailed financial report for the previous quarter listing the expenditures made by Senior Adult Services of the funds paid to Senior Adult Services under this Contract; and (b) a year-to-date report of the expenditures made by Senior Adult Services of the funds paid to Senior Adult Services under this Contract (and if this Contract is terminated prior to its expiration, Senior Adult Services shall provide such reports as set forth above for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof; and the obligation to provide the reports for the last quarter of this Contract shall survive the expiration of this Contract). On request of the City at any time, Senior Adult Services shall make its records available for inspection and review by the City or its designated representative(s). Within ninety (90) days of the end of Senior Adult Services' fiscal year, Senior Adult Services shall provide the City with a financial statement signed by the Chairman of Senior Adult Services' Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, setting forth Senior Adult Services' income, expenses, assets and liabilities, and such obligation shall survive the termination or expiration of this Contract.

VIII. INDEPENDENT CONTRACTOR

In performing services under this Contract, the relationship between the City and Senior Adult Services is that of independent contractor, and the City and Senior Adult Services by the execution of this Contract do not change the independent status of Senior Adult Services. Senior Adult Services is an independent contractor, and no term or provision of this Contract or action by Senior Adult Services in the performance of this Contract is intended nor shall be construed as making Senior Adult Services the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship, or to allow the City to exercise discretion or control over the manner in which Senior Adult Services performs the services which are described in this Contract.

IX. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

Senior Adult Services may not and shall have no authority to assign, transfer, or otherwise convey by any means whatsoever this Contract or any of the rights, duties or responsibilities

hereunder without obtaining the prior written approval of the City, and any attempted assignment, transfer, or other conveyance of this Contract without such approval shall be null and void and be cause for immediate termination of this Contract by the City.

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

X. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

Nothing contained in this Contract shall be deemed to constitute that the City and Senior Adult Services are partners or joint venturers with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Contract creates, a joint enterprise.

XI. NON-DISCRIMINATION

During the term of this Contract, Senior Adult Services agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex or religion, ancestry, national origin, place of birth, or handicap.

XII. LEGAL COMPLIANCE; CONTRACT SUBJECT TO LAWS; RECITALS

Senior Adult Services shall observe and abide by, and this Contract is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies (including, without limitation, the Charter and Ordinances of the City), as the same currently exist or as they may be hereafter amended. The above and foregoing recitals to this Contract are true and correct and incorporated herein and made a part hereof.

XIII. VENUE; GOVERNING LAW

In the event of any action under this Contract, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Contract; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Contract.

XIV. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XV. NO WAIVER; RIGHTS CUMULATIVE

The failure by either party to exercise any right or power, or option given to it by this Contract, or to insist upon strict compliance with the terms of this Contract, shall not constitute a waiver of the terms and conditions of this Contract with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict

compliance with all the terms hereof. The rights or remedies under this Contract are cumulative to any other rights or remedies, which may be granted by law.

XVI. NOTICES

All notices, communications and reports, required or permitted under this Contract shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and Senior Adult Services agree to provide the other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

The Town's address:

Chris Terry
Assistant City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

Senior Adult Services' address:

Gregory Gerendas
Executive Director
Senior Adult Services
One Medical Parkway
Professional Plaza I, Suite 115
Farmers Branch, Texas 75234

XVII. SEVERABILITY

The terms of this Contract are severable, and if any section, paragraph, clause, or other portion of this Contract shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Contract shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Contract initially.

XVIII. AUTHORITY TO EXECUTE CONTRACT

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

XIX. ENTIRE CONTRACT

This Contract represents the entire and integrated contract and agreement between the City and Senior Adult Services and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Contract may be amended only by written instrument signed by both the City and Senior Adult Services

IN WITNESS THEREOF, the parties hereto have caused this Contract to be signed by their proper corporate officers as first above specified, and have caused their proper corporate seal to be hereto affixed the day and year first above written.

TOWN OF ADDISON, TEXAS

**SENIOR ADULT SERVICES
OF ADDISON, CARROLLTON COPPELL
AND FARMERS BRANCH**

By: _____
Ron Whitehead, City Manager

By: _____
Gregory Gerendas, Executive Director

STATE OF TEXAS

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CONTRACT FOR SERVICES

COUNTY OF DALLAS

This Contract for Services (“Contract”) is made and entered into as of the 1st day of October, 2011 by and between the Town of Addison, Texas (the “City”) and the Dance Council (the “Dance Council”).

WITNESSETH:

WHEREAS, the Dance Council is a private, non-profit corporation established under the laws of the State of Texas for the purpose of promoting and supporting dance in North Texas, including the Town of Addison, and providing artistic, educational, and cultural opportunities to people of all ages, races and abilities; and

WHEREAS, the Dance Council’s productions and work attract tourists to and encourages tourism in the City, and the City has an interest in attracting such tourists and promoting tourism to the area in order to receive the economic benefits associated therewith; and

WHEREAS, it is the City’s desire to encourage and promote the arts, including dance; and

WHEREAS, the City is authorized to expend revenues from its hotel occupancy tax for the encouragement, promotion, improvement, and application of the arts, including, without limitation, dance, and desires to encourage and promote the arts (including dance) through the execution of this Contract for Services.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the Town of Addison, Texas and the Dance Council do hereby contract and agree as follows:

I. TERM

The term of this Contract shall be for a period of one year from the 1st day of October, 2011 through the 30th day of September, 2012, except as otherwise provided for herein.

II. SERVICES

The Dance Council shall provide the following services to the City:

(a) Provide a program entitled “Taste Dance: Addison Style”. This program shall be a four part series of lecture/demonstrations on dance to be presented at the Conference and Theatre Centre for a Sunday afternoon festival during the City’s 2011-2012 fiscal year, on dates and at times to be decided. Dance themes addressed in the lecture/demonstrations shall include the following or items like the following:

-Elledanceworks - Modern Dance

Elledanceworks Dance Company: visceral, gritty, moving - a non-profit 501(c)(3) organization bringing quality modern dance and choreography to the metroplex and beyond for the last ten years.

-Contemporary Ballet Dallas – Contemporary Ballet

CBD was founded by SMU alumni looking to revitalize dance in Dallas. Our progressive, diverse style combines ballet with modern movement and music to bring dance to audiences like they've never seen it before.

-Legacy Tap Project - Tap

Legacy Tap Project was established for the purpose of preserving historical tap choreography through education, documentation, and performance.

-North Texas Middle Eastern Dance Association - Bellydance

The NTMEDA, a nonprofit organization, is a collective of Middle Eastern, performing troupes, independent artists, teachers, students, choreographers, dance enthusiasts, musicians, and businesses.

(b) The inclusion of the "Taste Dance: Addison Style" program on a series of postcards and the "Taste Dance: Addison Style" brochure. The Dance Council shall contact the City regarding the details of those postcards.

(c) The inclusion of the Addison logo on the Dance Council web site (www.thedancecouncil.org) or any other web site of the Dance Council. The Dance Council shall contact the City regarding the details of including the Addison logo on the web site.

(d) Provide a banner sign of the City at each Dance Council event which takes place in the City (with a banner sign to be provided by the City).

(e) Provide recognition from the stage at all Dance Council events (including Dance for the Planet, National Tap Dance Celebration, The Dallas Morning News Dance Festival, The Legacy Awards, and Taste Dance: Addison Style).

(f) Work and coordinate with the City's Special Events Department to promote and mark City events, with details regarding the same to be determined by the City, in consultation with the Dance Council, during the City's 2011-2012 fiscal year.

(g) Submit detailed quarterly financial statements and program results to the City within thirty (30) days after the end of the preceding quarter listing the expenditures made by the Dance Council with the revenues received pursuant to this Contract.

III. COMPENSATION

For the operation and provision of the services, projects and programs of the Dance Council as described herein, the City shall pay the Dance Council the sum of Seven Thousand and No/100 Dollars (\$7,000.00). Such sum shall be paid on or before April 9, 2012, provided Dance Council is not then in default of this Contract.

IV. INDEMNIFICATION

(a) DANCE COUNCIL AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM THE PERFORMANCE OF SERVICES PERFORMED AND TO BE PERFORMED HEREUNDER BY DANCE COUNCIL OR BY ITS OFFICIALS, OFFICERS, EMPLOYEES, OWNERS, MEMBERS, AGENTS, SERVANTS, INVITEES, GUESTS, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

(b) ***INDEMNITY OWED BY DANCE COUNCIL.*** Dance Council covenants and agrees to FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas, individually or collectively, in both their official and private capacities (the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas each being an “Addison Person” and collectively the “Addison Persons”), from and against any and all costs, claims, liens, harm, damages, losses, expenses, fees, fines, penalties, proceedings, judgments, actions, demands, causes of action, liability, and suits, of any kind and nature whatsoever made upon or incurred by any Addison Person, whether directly or indirectly, (the “Claims”), that arise out of, result from, or relate to: (1) the Services as described in Section II of this Contract; (2) representations or warranties by Dance Council under this Contract; and/or (3) any other act or omission under or in performance of this Contract by Dance Council, or any owner, officer, director, manager, employee, agent, representative, consultant, contractor, subcontractor, licensee, invitee, patron, guest, customer, or concessionaire of or for Dance Council, or any other person or entity for whom Dance Council is legally responsible, and their respective owners, officers, directors, managers, employees, agents, representatives, consultants, contractors, subcontractors, licensees, , invitees, patrons, guests, customers, and concessionaires. SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

Dance Council shall promptly advise the City in writing of any claim or demand against any Addison Person or Dance Council related to or arising out of Dance Council’s activities under this Contract and shall see to the investigation and defense of such claim or demand at Dance Council’s sole cost and expense. The Addison Persons shall have the right, at the Addison Persons’ option and at own expense, to participate in such defense without relieving Dance Council of any of its obligations hereunder.

The provisions of this defense, indemnity, and hold harmless obligation, and any other defense, indemnity, and hold harmless obligation set forth in this Contract, shall survive the termination or expiration of this Contract.

V. TERMINATION

This Contract may be canceled and terminated by either party at any time and for any reason upon giving at least thirty (30) days written notice of such cancellation and termination to the other party hereto. Such notice shall be sent certified mail, return receipt requested, and to the most recent address shown on the records of the party terminating the Contract. The thirty (30) day period shall commence upon deposit of the said notice in the United States mail and shall conclude at midnight of the 30th day thereafter. In the event of such cancellation and termination and if Dance Council has failed at the time of such cancellation and termination to provide all of the services set forth herein, Dance Council shall refund to the City that portion of funds paid to Dance Council under the terms of this Contract in accordance with the following: Prorata funding returned to the City by Dance Council shall be determined by dividing the amount paid by the City under this Contract by 365 (the "daily rate"), and then multiplying the daily rate by the number of days which would have remained in the term hereof but for the cancellation or termination. Upon payment or tender of such amount, all of the obligations of Dance Council and the City under this Contract shall be discharged and terminated (except as otherwise provided herein, e.g., except for obligations and responsibilities as may survive termination or cancellation of this Contract as provided for in this Contract) and no action shall lie or accrue for additional benefit, consideration or value for or based upon the services performed under or pursuant to this Contract.

VI. CONFLICT OF INTEREST

(a) No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, in this Contract or the proceeds thereof. This prohibition is not intended and should not be construed to preclude payment of expenses legitimately incurred by City officials in the conduct of the City's business.

(b) For purposes of this section, "benefit" means anything reasonably regarded as an economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include contributions or expenditures made and reported in accordance with any law.

VII. ACCOUNTING

Prior to adopting its annual budget, Dance Council shall submit for the City's review a budget showing the use of the City's funds provided pursuant to this Contract, and Dance Council shall make such periodic reports to the City, as provided for herein, listing the expenditures made by Dance Council from the funds provided by the City. The approval of Dance Council's annual budget creates a fiduciary duty in Dance Council with respect to the funds provided by the City under this Contract.

The funds paid to Dance Council pursuant to this Contract shall be maintained in a separate account established for that purpose and may not be commingled with any other money. Funds

received hereunder from the City may be spent for day to day operations, supplies, salaries and other administrative costs provided that such costs are necessary for the promotion and encouragement of the purposes for which the funds may be used as described herein.

Dance Council shall maintain complete and accurate financial records of all of its revenues, including, without limitation, each expenditure of revenue received pursuant to this Contract. By the thirtieth (30th) day after the close of each quarter (beginning with the quarter ending December 31, 2011, with the last quarter ending September 30, 2012), Dance Council shall provide the City the following: (a) a detailed financial report for the previous quarter listing the expenditures made by Dance Council of the funds paid to Dance Council under this Contract; and (b) a year-to-date report of the expenditures made by Dance Council of the funds paid to Dance Council under this Contract (and if this Contract is terminated prior to its expiration, Dance Council shall provide such reports as set forth above for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof; and the obligation to provide the reports for the last quarter of this Contract shall survive the expiration of this Contract). On request of the City at any time, Dance Council shall make its records available for inspection and review by the City or its designated representative(s). Within ninety (90) days of the end of Dance Council's fiscal year, Dance Council shall provide the City with a financial statement signed by the Chairman of Dance Council's Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, setting forth Dance Council's income, expenses, assets and liabilities, and such obligation shall survive the termination or expiration of this Contract.

VIII. INDEPENDENT CONTRACTOR

In performing services under this Contract, the relationship between the City and Dance Council is that of independent contractor, and the City and Dance Council by the execution of this Contract do not change the independent status of Dance Council. The Dance Council In Schools is an independent contractor, and no term or provision of this Contract or action by Dance Council in the performance of this Contract is intended nor shall be construed as making Dance Council the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship, or to allow the City to exercise discretion or control over the manner in which the Dance Council performs the services which are described in this Contract.

IX. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

Dance Council may not and shall have no authority to assign, transfer, or otherwise convey by any means whatsoever this Contract or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the City, and any attempted assignment, transfer, or other conveyance of this Contract without such approval shall be null and void and be cause for immediate termination of this Contract by the City.

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

X. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

Nothing contained in this Contract shall be deemed to constitute that the City and Dance Council are partners or joint venturers with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Contract creates, a joint enterprise.

XI. COPYRIGHT

Dance Council assumes full responsibility for complying with all United States laws and treaty terms pertaining to intellectual property issues and any applicable regulations, including but not limited to the assumption of all responsibilities for paying all royalties which are due for the use of domestic or foreign copyrighted works in Dance Council's performances, transmissions or broadcasts, and DANCE COUNCIL, without limiting any other indemnity given by Dance Council as set forth herein, AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES, AND AGENTS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ANY LIABILITY, CLAIMS, OR DAMAGES (INCLUDING BUT NOT LIMITED TO COURT COSTS AND ATTORNEY'S FEES) GROWING OUT OF DANCE COUNCIL'S INFRINGEMENT OR VIOLATION OF ANY STATUTE, TREATY TERM, OR REGULATION APPLICABLE TO INTELLECTUAL PROPERTY RIGHTS, INCLUDING BUT NOT LIMITED TO COPYRIGHTS.

XII. NON-DISCRIMINATION

During the term of this Contract, Dance Council agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex or religion, ancestry, national origin, place of birth, or handicap.

XIII. LEGAL COMPLIANCE; CONTRACT SUBJECT TO LAWS; RECITALS

Dance Council shall observe and abide by, and this Contract is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies (including, without limitation, the Charter and Ordinances of the City), as the same currently exist or as they may be hereafter amended. The above and foregoing recitals to this Contract are true and correct and incorporated herein and made a part hereof.

XIV. VENUE; GOVERNING LAW

In the event of any action under this Contract, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Contract; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Contract.

XV. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XVI. NO WAIVER; RIGHTS CUMULATIVE

The failure by either party to exercise any right or power, or option given to it by this Contract, or to insist upon strict compliance with the terms of this Contract, shall not constitute a waiver of the terms and conditions of this Contract with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Contract are cumulative to any other rights or remedies, which may be granted by law.

XVII. NOTICES

All notices, communications and reports, required or permitted under this Contract shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and Dance Council agree to provide the other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

The City's address:

Chris Terry
Assistant City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

Dance Council's address:

Pam Deslorieux
Executive Director
3630 Harry Hines Blvd.
Dallas, Texas 75219

XVIII. SEVERABILITY

The terms of this Contract are severable, and if any section, paragraph, clause, or other portion of this Contract shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Contract shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Contract initially.

XIX. AUTHORITY TO EXECUTE CONTRACT

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

XX. ENTIRE AGREEMENT

This Contract represents the entire and integrated contract and agreement between the City and Dance Council and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Contract may be amended only by written instrument signed by both the City and Dance Council.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be signed by their proper corporate officers as first above specified, and have caused their proper corporate seal to be hereto affixed the day and year first above written.

TOWN OF ADDISON, TEXAS

DANCE COUNCIL

By: _____
Ron Whitehead, City Manager

By: _____
Pam Deslorieux, Executive Director

STATE OF TEXAS

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CONTRACT FOR SERVICES

COUNTY OF DALLAS

This Contract for Services (“Contract”) is made and entered into as of the 1st day of October, 2011 by and between the Town of Addison, Texas (the “City”), and the Richardson Symphony Orchestra (the “Orchestra”).

WITNESSETH:

WHEREAS, the Orchestra is a private, non-profit organization established under the laws of the State of Texas for the purpose of providing concerts of great music and educational opportunities for adults and children within the Dallas region; and

WHEREAS, the Orchestra’s productions and work attract tourists to and encourages tourism in the City, and the City has an interest in attracting such tourists and promoting tourism to the area in order to receive the economic benefits associated therewith.; and

WHEREAS, it is the City’s desire to encourage and promote the arts, including, without limitation, music; and

WHEREAS, the City is authorized to expend revenues from its hotel occupancy tax for the encouragement, promotion, improvement, and application of the arts, including, without limitation, music, and desires to encourage and promote the arts (including music) through the execution of this Contract for Services.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the Town of Addison, Texas and the Richardson Symphony Orchestra do hereby contract and agree as follows:

I. TERM

The term of this Contract shall be for a period of one year from the 1st day of October, 2011 through the 30th day of September, 2012, except as otherwise provided for herein.

II. SERVICES

The Orchestra shall provide the following services:

(a) Provide participation in Addison Urbanato: A Kaleidoscope of Art, Music, Culture, and Fun in October 2011, with participation details to be determined with the Town of Addison during the City’s 2011-2012 fiscal year.

(b) Provide free chamber music concerts featuring ensembles made up of the principal players in the Richardson Symphony for a variety of businesses and retail locations around the Town;

(c) Continuation of RSO players to perform at multiple times at venues ranging from the Spectrum and Colonnade office buildings to Town Hall to the Crowne Plaza and Marriott Quorum hotels, to Dunn Brothers Coffee House and restaurants such as Chamberlain's and Truluck's;

(d) Performance of the string and brass players from the orchestra in August at Symphonic Saturdays at Esplanade Park;

(e) Provide effective follow-up reporting to the City through quarterly financial and service reports to indicate the numbers served;

(f) Provide an annual audit of financial condition to the City; and

(g) Submit detailed quarterly financial statements and program results to the City within thirty (30) days after the end of the preceding quarter explaining all expenditures.

III. COMPENSATION

For the operation and provision of the services, projects and programs of the Orchestra as described herein, the City shall pay the Orchestra the sum of Thirty Thousand and No/100 Dollars (\$30,000.00). Such sum shall be paid on a per service basis with each payment due on or before the performance date for each service, provided Orchestra is not then in default of this Contract.

IV. RESPONSIBILITY; INDEMNIFICATION

(a) ORCHESTRA AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM THE PERFORMANCE OF SERVICES PERFORMED AND TO BE PERFORMED HEREUNDER BY ORCHESTRA OR BY ITS OFFICIALS, OFFICERS, EMPLOYEES, OWNERS, MEMBERS, AGENTS, SERVANTS, INVITEES, GUESTS, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

(b) ***INDEMNITY OWED BY RICHARDSON SYMPHONY ORCHESTRA.*** Richardson Symphony Orchestra covenants and agrees to FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas, individually or collectively, in both their official and private capacities (the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas each being an "Addison Person" and collectively the "Addison Persons"), from and against any and all costs, claims, liens, harm, damages, losses, expenses, fees, fines, penalties, proceedings, judgments, actions, demands, causes of action, liability, and suits, of any kind and nature whatsoever made upon or incurred by any Addison Person, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to: (1) the Services as described in Section II of this Contract; (2) representations or warranties by

Richardson Symphony Orchestra under this Contract; and/or (3) any other act or omission under or in performance of this Contract by Richardson Symphony Orchestra, or any owner, officer, director, manager, employee, agent, representative, consultant, contractor, subcontractor, licensee, invitee, patron, guest, customer, or concessionaire of or for Richardson Symphony Orchestra, or any other person or entity for whom Richardson Symphony Orchestra is legally responsible, and their respective owners, officers, directors, managers, employees, agents, representatives, consultants, contractors, subcontractors, licensees, , invitees, patrons, guests, customers, and concessionaires. SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

Richardson Symphony Orchestra shall promptly advise the City in writing of any claim or demand against any Addison Person or Richardson Symphony Orchestra related to or arising out of Richardson Symphony Orchestra's activities under this Contract and shall see to the investigation and defense of such claim or demand at Richardson Symphony Orchestra's sole cost and expense. The Addison Persons shall have the right, at the Addison Persons' option and at own expense, to participate in such defense without relieving Richardson Symphony Orchestra of any of its obligations hereunder.

The provisions of this defense, indemnity, and hold harmless obligation, and any other defense, indemnity, and hold harmless obligation set forth in this Contract, shall survive the termination or expiration of this Contract.

V. TERMINATION

This Contract may be canceled and terminated by either party at any time and for any reason upon giving at least thirty (30) days written notice of such cancellation and termination to the other party hereto. Such notice shall be sent certified mail, return receipt requested, and to the most recent address shown on the records of the party terminating the Contract. The thirty (30) day period shall commence upon deposit of the said notice in the United States mail and shall conclude at midnight of the 30th day thereafter. In the event of such cancellation and termination and if Orchestra has failed at the time of such cancellation and termination to provide all of the services set forth herein, Orchestra shall refund to the City that portion of funds paid to the Orchestra under the terms of this Contract in accordance with the following: Prorata funding returned to the City by Orchestra shall be determined by dividing the amount paid by the City under this Contract by 365 (the "daily rate"), and then multiplying the daily rate by the number of days which would have remained in the term hereof but for the cancellation or termination. Upon payment or tender of such amount, all of the obligations of Orchestra and the City under this Contract shall be discharged and terminated (except as otherwise provided herein, e.g., except for obligations and responsibilities as may survive termination or cancellation of this Contract as provided for in this Contract) and no action shall lie or accrue for additional benefit, consideration or value for or based upon the services performed under or pursuant to this Contract.

VI. CONFLICT OF INTEREST

(a) No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, in this Contract or the proceeds thereof. This prohibition is not intended and should not be construed to preclude payment of expenses legitimately incurred by City officials in the conduct of the City's business.

(b) For purposes of this section, "benefit" means anything reasonably regarded as an economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include contributions or expenditures made and reported in accordance with any law.

VII. ACCOUNTING

Prior to adopting its annual budget, Orchestra shall submit for the City's review a budget showing the use of the City's funds provided pursuant to this Contract, and Orchestra shall make such periodic reports to the City, as provided for herein, listing the expenditures made by Orchestra from the funds provided by the City. The approval of Orchestra's annual budget creates a fiduciary duty in Orchestra with respect to the funds provided by the City under this Contract.

The funds paid to Orchestra pursuant to this Contract shall be maintained in a separate account established for that purpose and may not be commingled with any other money. Funds received hereunder from the City may be spent for day to day operations, supplies, salaries and other administrative costs provided that such costs are necessary for the promotion and encouragement of the purposes for which the funds may be used as described herein.

Orchestra shall maintain complete and accurate financial records of all of its revenues, including, without limitation, each expenditure of revenue received pursuant to this Contract. By the thirtieth (30th) day after the close of each quarter (beginning with the quarter ending December 31, 2011, with the last quarter ending September 30, 2012), Orchestra shall provide the City the following: (a) a detailed financial report for the previous quarter listing the expenditures made by Orchestra of the funds paid to Orchestra under this Contract; and (b) a year-to-date report of the expenditures made by Orchestra of the funds paid to Orchestra under this Contract (and if this Contract is terminated prior to its expiration, Orchestra shall provide such reports as set forth above for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof; and the obligation to provide the reports for the last quarter of this Contract shall survive the expiration of this Contract). On request of the City at any time, Orchestra shall make its records available for inspection and review by the City or its designated representative(s). Within ninety (90) days of the end of Orchestra's fiscal year, Orchestra shall provide the City with a financial statement signed by the Chairman of Orchestra's Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, setting forth Orchestra's income, expenses, assets and liabilities, and such obligation shall survive the termination or expiration of this Contract.

VIII. INDEPENDENT CONTRACTOR

In performing services under this Contract, the relationship between the City and Orchestra is that of independent contractor, and the City and Orchestra by the execution of this Contract do not change the independent status of Orchestra. Orchestra is an independent contractor, and no term or provision of this Contract or action by Orchestra in the performance of this Contract is intended nor

shall be construed as making Orchestra the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship, or to allow the City to exercise discretion or control over the manner in which Orchestra performs the services which are described in this Contract.

IX. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

Orchestra may not and shall have no authority to assign, transfer, or otherwise convey by any means whatsoever this Contract or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the City, and any attempted assignment, transfer, or other conveyance of this Contract without such approval shall be null and void and be cause for immediate termination of this Contract by the City.

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

X. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

Nothing contained in this Contract shall be deemed to constitute that the City and Orchestra are partners or joint venturers with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Contract creates, a joint enterprise.

XI. COPYRIGHT

Orchestra assumes full responsibility for complying with all United States laws and treaty terms pertaining to intellectual property issues and any applicable regulations, including but not limited to the assumption of all responsibilities for paying all royalties which are due for the use of domestic or foreign copyrighted works in Orchestra's performances, transmissions or broadcasts, and ORCHESTRA, without limiting any other indemnity given by Orchestra as set forth herein, AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES, AND AGENTS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ANY LIABILITY, CLAIMS, OR DAMAGES (INCLUDING BUT NOT LIMITED TO COURT COSTS AND ATTORNEY'S FEES) GROWING OUT OF DANCE ORCHESTRA'S OR VIOLATION OF ANY STATUTE, TREATY TERM, OR REGULATION APPLICABLE TO INTELLECTUAL PROPERTY RIGHTS, INCLUDING BUT NOT LIMITED TO COPYRIGHTS.

XII. NON-DISCRIMINATION

During the term of this Contract, Orchestra agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex or religion, ancestry, national origin, place of birth, or handicap.

XIII. LEGAL COMPLIANCE; CONTRACT SUBJECT TO LAWS; RECITALS

Orchestra shall observe and abide by, and this Contract is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies (including, without limitation, the Charter and Ordinances of the City), as the same currently exist or as they may be

hereafter amended. The above and foregoing recitals to this Contract are true and correct and are incorporated herein and made a part hereof.

XIV. VENUE; GOVERNING LAW

In the event of any action under this Contract, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Contract; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Contract.

XV. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XVI. NO WAIVER; RIGHTS CUMULATIVE

The failure by either party to exercise any right or power, or option given to it by this Contract, or to insist upon strict compliance with the terms of this Contract, shall not constitute a waiver of the terms and conditions of this Contract with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Contract are cumulative to any other rights or remedies, which may be granted by law.

XVII. NOTICES

All notices, communications and reports, required or permitted under this Contract shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and Orchestra agree to provide the other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

The City's address:

Chris Terry
Assistant City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

Orchestra's address:

George Landis
President/Executive Director
Richardson Symphony Orchestra
2100 North Collins Boulevard, Suite 310
Richardson, TX 75080

XVIII. SEVERABILITY

The terms of this Contract are severable, and if any section, paragraph, clause, or other portion of this Contract shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Contract shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Contract initially.

XIX. AUTHORITY TO EXECUTE CONTRACT

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

XX. ENTIRE AGREEMENT

This Contract represents the entire and integrated contract and agreement between the City and Orchestra and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Contract may be amended only by written instrument signed by both the City and Orchestra.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be signed by their proper corporate officers as first above specified, and have caused their proper corporate seal to be hereto affixed the day and year first above written.

TOWN OF ADDISON, TEXAS

**RICHARDSON SYMPHONY
ORCHESTRA**

By: _____
Ron Whitehead, City Manager

By: _____
George Landis, Executive Director

STATE OF TEXAS

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CONTRACT FOR SERVICES

COUNTY OF DALLAS

This Contract for Services ("Contract") is made and entered into as of the 1st day of October, 2011 by and between the Town of Addison, Texas (the "City") and the WaterTower Theatre Incorporated ("WTT"), a Texas non-profit corporation with its principal place of business in Addison, Dallas County, Texas.

WHEREAS, WTT is a Texas non-profit corporation which exists for the purpose of the development and advancement of theatre and drama in the City as well as to promote theatrical activities through numerous productions throughout the year; and

WHEREAS, WTT's productions and work attract tourists to and encourages tourism in the City, and the City has an interest in attracting such tourists and promoting tourism to the area in order to receive the economic benefits associated therewith; and

WHEREAS, it is the City's desire to encourage and promote the arts, including, without limitation, theatre; and

WHEREAS, the City is authorized to expend revenues from its hotel occupancy tax for the encouragement, promotion, improvement, and application of the arts, including, without limitation, theatre, and desires to encourage and promote the arts (including theatre) through the execution of this Contract for Services.

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

I. TERM

The term of this Contract shall be for a period of one year from the 1st day of October, 2011 through the 30th day of September, 2012, except as otherwise provided for herein.

II. SERVICES

WTT shall provide the following services:

- (a) Presentation of a minimum of five (5) main stage productions, one (1) season extra production, and The Out of the Loop Festival.
- (b) Recognition of the City in all playbills printed in connection with the productions.
- (c) Work with all hotels located in the City to generate awareness regarding the theatre.

(d) Work and coordinate with the City's Special Events Department to promote and market City events, with details regarding the same to be determined by the City, in consultation with WTT, during the City's 2011-2012 fiscal year.

(e) Submit detailed quarterly financial statements and program results to the City within thirty (30) days after the end of the preceding quarter listing the expenditures made by WTT with the revenues received pursuant to this Contract.

III. COMPENSATION

The City agrees to pay WTT as base consideration the sum of Two Hundred Forty Thousand and No/100 Dollars (\$240,000.00) "Base Consideration" from its revenue derived from the City's hotel occupancy tax, provided that the minimum number of shows are actually presented and performed as set forth in this Contract. Payment of the Base Consideration to WTT will be made by the Town on or before January 1, 2012. In addition to the Base Consideration as provided above, the City agrees to pay to WTT "Matching Funds" in an amount up to One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00). A description of what constitutes Matching Funds and the process for the payment of such Funds is set forth in Exhibit A attached hereto and incorporated herein.

In the event the City terminates this Contract as provided for in Section V, the City shall not be liable to WTT for the payment of any portion of the unpaid funds. The City also reserves the right to pursue all legal remedies against WTT for funds previously paid to WTT in the event WTT defaults on any term of this Contract.

IV. RESPONSIBILITY; INDEMNIFICATION

(a) WTT AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM THE PERFORMANCE OF SERVICES PERFORMED AND TO BE PERFORMED HEREUNDER BY WTT OR BY ITS OFFICIALS, OFFICERS, EMPLOYEES, OWNERS, MEMBERS, AGENTS, SERVANTS, INVITEES, GUESTS, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

(b) **WTT'S Indemnification Obligation:** WTT covenants, agrees to, and shall DEFEND (with counsel reasonably acceptable to the Town of Addison, Texas), INDEMNIFY, AND HOLD HARMLESS the Town of Addison, Texas and the Town of Addison, Texas' elected officials, its officers, employees, representatives, agents and volunteers (the Town of Addison, Texas and the elected officials, the officers, employees, representatives, agents, and volunteers of the Town of Addison, Texas being each an "Addison Person" and collectively "Addison Persons") from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees, fines, penalties, expenses, or costs, of any kind and nature whatsoever made upon or incurred by the City and/or any other Addison Person, whether directly or indirectly, (the "Claims") that arise

out of, result from, or relate to: (i) the performance or provision by WTT of the WTT Services as described above in Section II of this Contract, (ii) any representations and/or warranties by WTT under this Contract, and (iii) any act or omission under, in performance of, or in connection with the WTT Services and/or this Contract by WTT or by any of WTT's owners, directors, officers, shareholders, managers, partners, employees, agents, consultants, contractors, subcontractors, invitees, guests, customers, licensees, sublicensees, or any other person or entity for whom WTT is legally responsible, and their respective owners, directors, officers, shareholders, managers, partners, employees, agents, consultants, contractors, subcontractors, invitees, guests, customers, and licensees ("WTT Persons"). SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. However, WTT's liability under this clause shall be reduced by that portion of the total amount of the Claims (excluding defense fees and costs) equal to the Addison Person or Addison Persons' proportionate share of the negligence, or conduct that would give rise to strict liability of any kind, that caused the loss. Likewise WTT's liability for Addison or any other Addison Person's defense costs and attorneys' fees shall be reduced by that portion of the defense costs and attorneys' fees equal to the Addison Person or Addison Persons' proportionate share of the negligence, or conduct that would give rise to strict liability of any kind, that caused the loss.

WTT shall promptly advise Addison in writing of any claim or demand against any Addison Person or WTT or any other WTT Persons related to or arising out of WTT's Services and activities under this Contract and shall see to the investigation and defense of such claim or demand at WTT's sole cost and expense. Addison Persons shall have the right, at the Addison Persons' option and own expense, to participate in such defense without relieving WTT of any of its obligations hereunder.

The indemnity, hold harmless, and defense obligations set forth herein shall survive the expiration or termination of this Contract.

V. TERMINATION

(a) The City may terminate this Contract at any time if:

(1) WTT defaults on any provision of this Contract and fails to correct such default after thirty (30) days written notice of default from the City; or

(2) WTT fails to make any payment required under the Agreement For The Use of The Addison Theatre Centre within thirty (30) days after written notification of delinquency of payment by the City; or

(3) The City gives WTT at least sixty (60) days prior written notice; or

(4) WTT has offered, conferred, or agreed to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting; or

(5) If WTT should violate the provision in Section XII, Non-Discrimination and fails to correct the violations within thirty (30) days of written notice of the violation by the City.

VI. CONFLICT OF INTEREST

(a) No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, in this Contract or the proceeds thereof. This prohibition is not intended and should not be construed to preclude payment of expenses legitimately incurred by City officials in the conduct of WTT's business.

(b) For purposes of this section, "benefit" means anything reasonably regarded as an economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include contributions or expenditures made and reported in accordance with any law.

VII. ACCOUNTING

Prior to adopting its annual budget, WTT shall submit for the City's review a budget showing the use of the City's funds provided pursuant to this Contract, and WTT shall make such periodic reports to the City, as provided for herein, listing the expenditures made by WTT from the funds provided by the City. The approval of WTT's annual budget creates a fiduciary duty in WTT with respect to the funds provided by the City under this Contract.

The funds paid to WTT pursuant to this Contract shall be maintained in a separate account established for that purpose and may not be commingled with any other money. Funds received hereunder from the City may be spent for day-to-day operations, supplies, salaries and other administrative costs provided that such costs are necessary for the promotion and encouragement of the purposes for which the funds may be used as described herein.

WTT shall maintain complete and accurate financial records of all of its revenues, including, without limitation, each expenditure of revenue received pursuant to this Contract. By the thirtieth (30th) day after the close of each quarter (beginning with the quarter ending December 31, 2011, with the last quarter ending September 30, 2012), WTT shall provide the City the following: (a) a detailed financial report for the previous quarter listing the expenditures made by WTT of the funds paid to WTT under this Contract; and (b) a year-to-date report of the expenditures made by WTT of the funds paid to WTT under this Contract (and if this Contract is terminated prior to its expiration, WTT shall provide such reports as set forth above for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof; and the obligation to provide the reports for the last quarter of this Contract shall survive the expiration of this Contract). On request of the City at any time, WTT shall make its records available for inspection and review by the City or its designated representative(s). Within ninety (90) days of the end of WTT's fiscal year, WTT shall provide the City with a financial statement signed by the Chairman of WTT's Board of Directors (or

other person acceptable to the Town) and audited by an independent Certified Public Accountant, setting forth WTT's income, expenses, assets and liabilities, and such obligation shall survive the termination or expiration of this Contract.

VIII. INDEPENDENT CONTRACTOR

In performing services under this Contract, the relationship between the City and WTT is that of independent contractor, and the City and WTT by the execution of this Contract do not change the independent status of WTT. No term or provision of this Contract or action by WTT in the performance of this Contract is intended nor shall be construed as making WTT the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship.

IX. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

WTT may not and shall have no authority to assign, transfer, or otherwise convey by any means whatsoever this Contract or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the City, and any attempted assignment, transfer, or other conveyance of this Contract without such approval shall be null and void and be cause for immediate termination of this Contract by the City.

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

X. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

Nothing contained in this Contract shall be deemed to constitute that the City and WTT are partners or joint venturers with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Contract creates, a joint enterprise.

XI. COPYRIGHT

WTT assumes full responsibility for complying with all United States laws and treaty terms pertaining to intellectual property issues and any applicable regulations, including but not limited to the assumption of all responsibilities for paying all royalties which are due for the use of domestic or foreign copyrighted works in WTT's performances, transmissions or broadcasts, and WTT, without limiting any other indemnity given by WTT as set forth herein, AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES, AND AGENTS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ANY LIABILITY, CLAIMS, OR DAMAGES (INCLUDING BUT NOT LIMITED TO COURT COSTS AND ATTORNEY'S FEES) GROWING OUT OF WTT'S INFRINGEMENT OR VIOLATION OF ANY STATUTE, TREATY TERM, OR REGULATION APPLICABLE TO INTELLECTUAL PROPERTY RIGHTS, INCLUDING BUT NOT LIMITED TO COPYRIGHTS.

XII. NON-DISCRIMINATION

During the term of this Contract, WTT agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex or religion, ancestry, national origin, place of birth, or handicap.

XIII. LEGAL COMPLIANCE; CONTRACT SUBJECT TO LAWS; RECITALS

WTT shall observe and abide by, and this Contract is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies (including, without limitation, the Charter and Ordinances of the City), as the same currently exist or as they may be hereafter amended. The above and foregoing recitals to this Agreement are true and correct and incorporated herein and made a part hereof.

XIV. VENUE; GOVERNING LAW

In the event of any suit or action under this Contract, exclusive venue for all suits or actions shall be instituted and maintained in Dallas County, Texas. This Contract shall be governed by and construed under and pursuant to the laws of the State of Texas without regard to choice of law rules of any jurisdiction.

XV. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XVI. NO WAIVER; RIGHTS CUMULATIVE

The failure by either party to exercise any right or power, or option given to it by this Contract, or to insist upon strict compliance with the terms of this Contract, shall not constitute a waiver of the terms and conditions of this Contract with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Contract are cumulative to any other rights or remedies, which may be granted by law.

XVII. NOTICES

All notices, communications and reports, required or permitted under this Contract shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and WTT agree to provide the other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

The City's address:

Chris Terry
Assistant City Manager

WTT's address:

Terry Martin
Producing Artistic Director

Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

WaterTower Theatre Incorporated
15650 Addison Road
Addison, Texas 75001

XVIII. SEVERABILITY

The terms of this Contract are severable, and if any section, paragraph, clause, or other portion of this Contract shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Contract shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Contract initially.

XIX. AUTHORITY TO EXECUTE CONTRACT

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

XX. ENTIRE AGREEMENT

This Contract represents the entire and integrated contract and agreement between the City and WTT and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Contract may be amended only by written instrument signed by both the City and WTT.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be signed by their proper corporate officers as first above specified, and have caused their proper corporate seal to be hereto affixed the day and year first above written.

TOWN OF ADDISON, TEXAS

**WATERTOWER THEATRE
INCORPORATED**

By: _____
Ron Whitehead, City Manager

By: _____
Terry Martin, Producing Artistic Director

EXHIBIT "A"
TO
2011-2012 CONTRACT FOR SERVICES
BETWEEN THE TOWN OF ADDISON
AND WATERTOWER THEATRE INCORPORATED

DESCRIPTION OF "MATCHING FUNDS" AND PROCESS FOR
DISTRIBUTION OF MATCHING FUNDS
FOR WATERTOWER THEATRE INCORPORATED
FROM HOTEL/MOTEL TAX FUNDS

For each One Dollar of Theatre Funds (as defined herein) actually received by WTT, the City shall pay to WTT an equal amount ("Matching Funds") up to but not exceeding One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00). In order to receive Matching Funds, WTT shall provide to the City such proof of its receipt of Theatre Funds as the City shall reasonably require. WTT shall make application on or before the 15th day of each month for distribution of Matching Funds (beginning January 16, 2012) and the City shall pay such Matching Funds provided the City has received adequate proof, in the City's sole opinion, of the actual receipt of Theatre Funds by WTT as set forth in each application.

For purposes of this Agreement, the term "Theatre Funds" shall mean and include: (i) cash funds actually received by WTT during the term hereof from any gifts, grants, donations, or other cash contributions from any person or business entity (whether for-profit or non-profit), and (ii) that amount of funds determined by multiplying (a) the number of 2012 WTT season tickets sold by WTT on or before November 15, 2011, times (b) the average cost of a single season ticket, times (c) 25%. For purposes of this Agreement, the average cost of a single season ticket shall be \$110.00.

AGREEMENT FOR THE USE OF THE ADDISON THEATRE CENTRE

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

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

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

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

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

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

NOW, THEREFORE, the TOWN and WTT agree as follows:

SECTION 1

PURPOSE; THEATRE CENTRE DEFINED

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

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

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

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

SECTION 2

LEASE OF THEATRE CENTRE

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

SECTION 3

TERM AND TERMINATION

(a) The term of this Agreement is for a period beginning on the 1st day of October 2011, and continuing until September 30, 2012, unless the term is extended or earlier cancelled, as provided herein.

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

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

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

(iii) The TOWN shall give WTT sixty (60) days written notice; or

(iv) WTT fails to comply with any term of the 2011-2012 Contract for Services between the Town of Addison and Water Tower Theatre Company within thirty (30) days after written notice of such failure to comply from the TOWN.

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

(d) This Agreement may be renewed and extended for a term of twelve (12) months beginning October 1, 2012, and ending September 30, 2012, and for like twelve (12) month periods thereafter upon the express written consent of the TOWN and WTT, given within ninety (90) days prior to October 1st each succeeding year.

SECTION 4

USE AND OCCUPANCY BY WTT

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

(b) *Schedule of Uses.* Attached hereto as Exhibit C are the proposed dates, times, and spaces requested by WTT in connection with shows or events to be produced by WTT during the term of this Agreement. The Manager shall review such dates, times, and spaces and confirm the same, in writing, to WTT. WTT is hereby advised that spaces in the Theatre Centre are available on a “first come” basis and are confirmed by notice in writing from the Manager and receipt by the TOWN of the payment for the required fees.

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

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

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

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

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

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

patrons at the Theatre Centre to vacate the premises and contacting the emergency services of the Town of Addison.

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

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

Cancellation of scheduled spaces will be treated as follows: Cancellation more than forty-five (45) days before scheduled date, no penalty. Cancellation less than forty-five (45) days prior to the scheduled date, responsible for full rental payment.

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

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

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

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

(d) *Food and Beverage.* Except as provided herein, food and beverages are prohibited within the performance spaces at the Theatre Centre. The sole exception will be bottled water with a lid that may be brought into the performance spaces at any time. However, no liquid may be stored or consumed in the vicinity of any electronic equipment.

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

(e) *Use of Dressing Rooms.* When the main theatre space is rented, during a non-special event time, dressing rooms 1-4 will be included as part of that rental. If the rehearsal hall

is rented to another group, dressing rooms 5 and 6 will be made available to the group in the rehearsal hall. If the rehearsal hall is not being rented by another group or not needed by the renting group dressing rooms 1-6 may be used by the renter of the main space.

SECTION 5

USE AND OCCUPANCY BY THE TOWN

(a) *Scheduling Other Events.* Other than the dates and times when WTT has scheduled an event in accordance with Section 4, the TOWN has the unrestricted right to schedule other events in the Theatre Centre and utilize the scenery in place on such dates and times. The TOWN and WTT agree to cooperate and assist the other in scheduling events in the Theatre Centre for dates not scheduled by WTT. However, such efforts by WTT are subject to the express terms of Section 20 of this Agreement, and WTT recognizes that only the TOWN has authority to book events. Any damage to the set resulting from an event booked into the Addison Theatre Centre (“ATC”) main space by the TOWN will be repaired at the TOWN’s expense.

(b) *Concessions.*

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

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

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

(d) *Shows Not Produced by WTT.* At the TOWN’s request, WTT shall provide certain box office services for shows not produced by WTT (for purposes of this subsection (d) of this Section 5, “Third Party Shows”), as follows:

(i) WTT shall sell tickets for Third Party Shows that take place within the ACTC venue. WTT shall be compensated by the TOWN for such sales as follows:

(1) Tickets Sold at the Box Office (in person or by telephone):

Computer Set-Up	\$75.00 for each Third Party Show
Ticket Sales Handling Fee (prior to the Third Party Show)	\$ 1.00 per Order (regardless of the number of tickets in an Order)

A reasonable credit card handling fee equal to three percent (3%) shall be charged for those tickets purchased with a credit card.

(2) Tickets Sold at the Box Office During Third Party Show:

First Performance	\$100.00 for the performance
Additional Performance	\$ 75.00 for each additional performance

(ii) In connection with each Third Party Show:

- (1) Blank ticket stock will be provided to WTT by the TOWN;
- (2) Third Party Show information shall be provided to WTT at least two (2) weeks prior to the first performance (to allow for set-up and ticket sales);
- (3) Ticket sales by WTT shall begin at least one (1) week prior to the first performance;
- (4) WTT personnel will carry out industry standard box office responsibilities;
- (5) The TOWN shall provide an employee or designated contract person to be present during a Third Party Show and to secure the Theatre Centre at the conclusion of a Third Party Show;
- (6) The organizer of the Third Party Show will be responsible for (x) house manager/ushers, (y) concessions/concessionaires, and (z) cleaning following a Show;
- (7) The TOWN shall seek to have the producer of the Third Party Show indemnify the Town and WTT for liability in connection with the Third Party Show.

SECTION 6

RENTAL

(a) WTT shall pay to the TOWN rent for its use of the office areas and other areas as reserved by WTT, according to the schedule of fees set forth in Exhibit B, attached hereto and made a part hereof. Payments for rent shall be made in twelve (12) equal installments, with each installment being due and payable on or before the 15th day of each month as payment for the immediately preceding month. The first such installment of rent is due and payable on or before November 15, 2011, and the last such installment is due and payable on or before October 15, 2012 (and the obligation of WTT to make the last installment shall survive the expiration of this Agreement). The rent paid by WTT may be adjusted from time to time to reflect a cancellation or addition of a show or event by WTT. The TOWN further reserves the right to adjust the rates

of the fees set out on Exhibit B from time to time in accordance with changes in the costs associated with operating the facility, by providing WTT at least 45 days prior written notice of the change. The TOWN shall invoice WTT for all dates, times and spaces reserved by WTT, including the fees for use of Office Spaces, as defined in Section 4(a).

(b) WTT will not be required to pay the fee for a date, or time, or space cancelled if the space is cancelled more than forty-five (45) days prior to the scheduled date or time.

(c) Cancellation less than forty-five (45) days prior to the scheduled date or time will require full payment for committed space.

(d) WTT agrees to pay the TOWN a monthly fee for telephone service. This fee will be charged for standard monthly service and long distance charges. In addition, any changes to the phone system requested by WTT will be charged back to WTT at the prevailing rate.

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

SECTION 7

USE OF EQUIPMENT

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

If WTT desires to use and operate TOWN-owned equipment including but not limited to lighting and sound systems, then WTT shall obtain approval on a per-show basis from the TOWN for the use by WTT's technicians. Use of automated lighting fixtures, sound and lighting control console, and wireless microphones must have prior written approval by ACTC Manager. The cost of repair for any damage to the equipment from use of the equipment by WTT or replacement of any lost equipment shall be the sole responsibility of WTT and shall be subject to offset against any funding or grant obligations of the TOWN to WTT. The TOWN shall not be responsible for consequential damages resulting from inability to use the equipment. WTT agrees that each person employed by WTT to provide services in the Theatre Centre will

be required to conduct himself/herself in a professional manner, and WTT will cooperate with the TOWN to assure professional conduct is maintained at all times.

All details of the production/event must be provided in writing to the Manager at least one month prior to the first day of occupancy of the space. No equipment owned by the TOWN may be contracted or committed by WTT without the manager's approval. No services provided by Town employees may be contracted or committed by WTT without the Manager's written approval. In the event WTT is working in conjunction with an outside company as co-presenter or producer, a written list of equipment needed must be submitted to the Manager one month prior to WTT signing a contract with the outside company.

SECTION 8

TOWN OF ADDISON TECHNICAL COORDINATOR

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

SECTION 9

UTILITIES

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

SECTION 10

MAINTENANCE SERVICES

(a) The TOWN shall provide:

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

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

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

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

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

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

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

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

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

SECTION 11

OWNERSHIP OF PROPERTY

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

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

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

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

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

SECTION 12

ACKNOWLEDGEMENTS IN PRINTED MATERIALS

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

SECTION 13

INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 14

ABATEMENT OF NUISANCES; TOWN SPECIAL EVENTS

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

SECTION 15

ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

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

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

SECTION 16

ASSUMPTION OF RESPONSIBILITY; INDEMNIFICATION

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

(b) ***INDEMNITY OWED BY WTT.*** WTT covenants and agrees to FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas, individually and/or collectively, in both their official and private capacities (the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas, each being an “Addison Person” and collectively the “Addison Persons”), from and against any and all costs, claims, liens, harm, damages, losses, expenses, fees, fines, penalties, proceedings, judgments, actions, demands, causes of action, liability, and suits, of any kind and nature whatsoever made upon or incurred by any Addison Person, whether directly or indirectly, (the “Claims”), that arise out of, result from, or relate to: (1) the use and occupancy of the Theatre Centre by WTT or by any owner, officer, director, manager, employee, member, agent, servant, representative, consultant, contractor, subcontractor, licensee, invitee, patron, guest, volunteer, customer, or concessionaire of or for WTT (in the capacity as owner, officer, director, manager, employee, member, agent, servant, representative, consultant, contractor, subcontractor, licensee, invitee, patron, guest, volunteer, customer, or concessionaire of or for WTT), or any other person or entity for whom WTT is legally responsible, and their respective owners, officers, directors, managers, employees, agents, representatives, consultants, contractors, subcontractors, licensees, and concessionaires (collectively, “WTT Persons”), (2) representations or warranties by WTT under this Agreement; and/or (3) any other act or omission under, in performance of, or in connection with this Agreement by WTT or by any of the WTT Persons. SUCH INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS FOUND TO HAVE BEEN CAUSED IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. However, WTT’s liability under this clause shall be reduced by that portion of the total amount of the Claims

(excluding defense fees and costs) equal to the Addison Person or Addison Persons' proportionate share of the negligence, or conduct that would give rise to strict liability of any kind, that caused the loss. Likewise WTT's liability for Addison or any other Addison Person's defense costs and attorneys' fees shall be reduced by that portion of the defense costs and attorneys' fees equal to the Addison Person or Addison Persons' proportionate share of the negligence, or conduct that would give rise to strict liability of any kind, that caused the loss.

WTT shall promptly advise the TOWN in writing of any claim or demand against any Addison Person or WTT related to or arising out of WTT's activities under this Agreement and shall see to the investigation and defense of such claim or demand at WTT's sole cost and expense. The Addison Persons shall have the right, at the Addison Persons' option and at own expense, to participate in such defense without relieving WTT of any of its obligations hereunder.

The provisions of this defense, indemnity, and hold harmless obligation, and any other defense, indemnity, and hold harmless obligation set forth in this Agreement, shall survive the termination or expiration of this Agreement.

SECTION 17

BONDS

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

SECTION 18

NON-DISCRIMINATION

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

SECTION 19

AUDITS

WTT shall have its financial statements audited on an annual basis by an independent auditing firm of certified public accountants and shall submit a copy of the auditor's report for

the preceding fiscal year with its proposed annual operating budget to the City Manager. The TOWN reserves the right to require a special audit of WTT's books and records at any time either by the City Manager or by an outside independent auditor if such action is determined necessary by the Town Council. The TOWN shall pay all expense of the independent auditor related to the special audit. WTT shall make available to the TOWN or its agents all necessary books, records and other documents necessary to perform such audit.

SECTION 20

ASSIGNMENT; NO THIRD-PARTY BENEFIT

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

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

SECTION 21

NOTICES

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

If intended for the TOWN, to:

Chris Terry
Assistant City Manager
Town of Addison
P.O. Box 9010
Addison, TX 75001-9010

If intended for WTT, to:

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

SECTION 22

APPROVALS

(a) Whenever in this Agreement the approval of the TOWN is required for any purpose, WTT shall file the appropriate documents with the Addison Conference and Theatre Centre ("ACTC") Manager with notice of action proposed to be taken, and the ACTC Manager

agrees to notify WTT of the TOWN's approval or disapproval within 60 days of the filing thereof.

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

SECTION 23

SUCCESSORS AND ASSIGNS

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

SECTION 24

APPLICABLE LAWS

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

SECTION 25

INTELLECTUAL PROPERTY AND COPYRIGHT INDEMNIFICATION

WTT assumes full responsibility for complying with all United States laws and treaty terms pertaining to intellectual property issues and any applicable regulations, including but not limited to the assumption of all responsibilities for paying all royalties which are due for the use of domestic or foreign copyrighted works in WTT's performances, transmissions or broadcasts, and WTT agrees to defend, indemnify, and hold harmless the TOWN, its officers, employees, and agents, for any claims or damages (including but not limited to court costs and reasonable attorney's fees) growing out of WTT's infringement or violation of any statute, treaty term or regulation applicable to intellectual property rights, including but not limited to copyrights.

SECTION 26

NO PARTNERSHIP OR JOINT VENTURE

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

SECTION 27

NO WAIVER

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

SECTION 28

FORCE MAJEURE

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

SECTION 29

VENUE

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

SECTION 30

LEGAL CONSTRUCTION

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

SECTION 31

SIGNAGE

WTT shall not place or permit to be placed on the exterior of the Theatre Centre, or the door, window or roof thereof, or on any display window space, or within five feet behind the storefront of the Theatre Centre, if visible from the common area, any sign, plaque, decoration, lettering, advertising matter or descriptive material without the TOWN's prior written approval. WTT may submit a written request for approval to project images and text onto the water tower. All signs, decorations, lettering, advertising matter or other items used by WTT and approved by

the TOWN as aforesaid shall conform with the standards of design, motif, and decor from time to time established by the TOWN for the Theatre Centre. WTT shall furnish to the Manager of the Conference and Theatre Centre a written proposal describing any signage to be placed in the Theatre Centre. The Manager agrees to respond within fourteen (14) days in writing to the proposal.

SECTION 32

USE OF THE ROOF

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

EXECUTED _____, but effective as of October 1, 2011 as approved by the parties hereto.

TOWN OF ADDISON, TEXAS

WATERTOWER THEATRE, INC.

By: _____
Ron Whitehead, City Manager

By: _____
Terry Martin, Producing Artistic
Director

ATTEST:

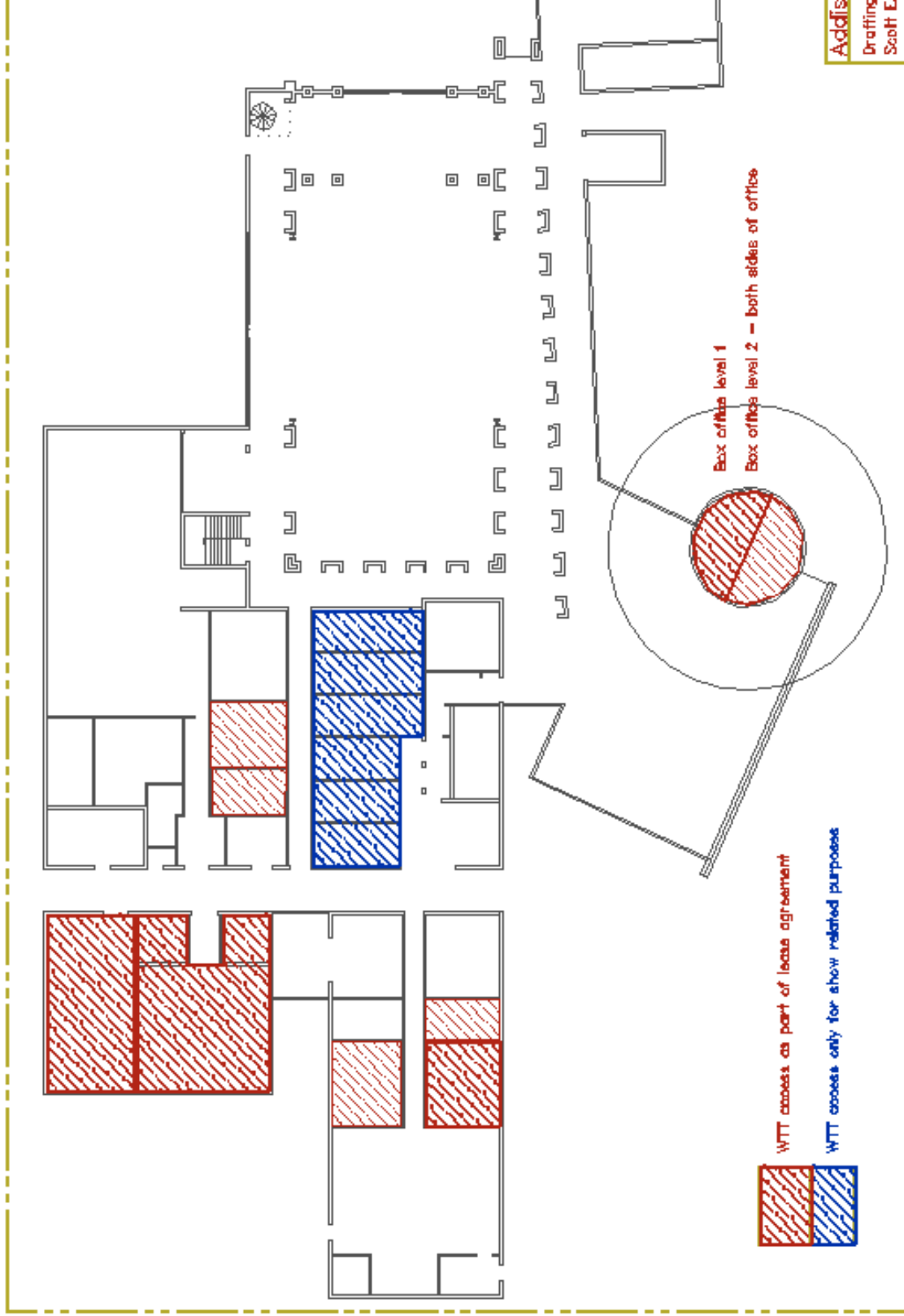
ATTEST:

By: _____
Lea Dunn, City Secretary

By: _____

Its: _____

EXHIBIT A
ADDISON THEATRE CENTRE



Adolfis
Drafting
Scott E

STATE OF TEXAS

§
§
§

CONTRACT FOR SERVICES

COUNTY OF DALLAS

This Contract for Services ("Contract") is made and entered into as of the 1st day of October, 2011 by and between the Town of Addison, Texas (the "City") and Second Thought Theatre ("Second Thought Theatre").

WITNESSETH:

WHEREAS, Second Thought Theatre is a private, non-profit organization established under the laws of the State of Texas for the purpose of producing and presenting theatrical productions for North Texas, including the Town of Addison; and

WHEREAS, Second Thought Theatre's theatrical productions keep with the highest national standards and enlighten and entertain their audiences at the same time; and

WHEREAS, it is the City's desire to encourage and promote the arts, including theatre and theatrical productions; and

WHEREAS, the City is authorized to expend revenues from its hotel occupancy tax for the encouragement, promotion, improvement, and promote the arts (including theatrical performances) through the execution of this Contract for Services.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the Town of Addison, Texas and Second Thought Theatre do hereby contract and agree as follows:

I. TERM

The term of this Contract shall be for a period of one year from the 1st day of October, 2011 through the 30th day of September, 2012, except as otherwise provided for herein.

II. SERVICES

Second Thought Theatre shall provide the following services to the City:

(a) Presentation and performance of three main stage productions, with participation details to be determined with the Town of Addison during the City's 2011-2012 fiscal year.

(b) Presentation of a Reading Series designed to workshop and develop original works primarily by Texas playwrights.

(c) Participation in WaterTower Theatre's Out of the Loop Festival in March of 2012 and the Festival of Independent Theatres at the Bath House Cultural Center in July 2012.

(d) The inclusion of the Addison logo on any website that is owned, maintained, or controlled by the Second Thought Theatre. The Second Thought Theatre shall contact the City regarding the details of including the Addison logo on the web site.

(e) Provide a banner sign of the City at each second Thought Theatre event which takes place in the City (with a banner sign to be provided by the City).

(f) Submit detailed quarterly financial statements and program results to the City within thirty (30) days after the end of the preceding quarter listing the expenditures made by the Second Thought Theatre with the revenues received pursuant to this Contract.

III. COMPENSATION

For the operation and provision of the services, projects and programs of the Second Thought Theatre as described herein, the City shall pay the Second Thought Theatre the sum of Twenty Thousand and No/100 Dollars (\$20,000.00). Such sum shall be paid on or before January 1, 2012, provided Second Thought Theatre is not then in default of this Contract.

IV. INDEMNIFICATION

(a) SECOND THOUGHT THEATRE AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM THE PERFORMANCE OF SERVICES PERFORMED AND TO BE PERFORMED HEREUNDER BY SECOND THOUGHT THEATRE OR BY ITS OFFICIALS, OFFICERS, EMPLOYEES, OWNERS, MEMBERS, AGENTS, SERVANTS, INVITEES, GUESTS, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

(b) **Second Thought Theatre's Indemnification Obligation:** Second Thought Theatre covenants, agrees to, and shall DEFEND (with counsel reasonably acceptable to the Town of Addison, Texas), INDEMNIFY, AND HOLD HARMLESS the Town of Addison, Texas and the Town of Addison, Texas' elected officials, its officers, employees, representatives, agents and volunteers (the Town of Addison, Texas and the elected officials, the officers, employees, representatives, agents, and volunteers of the Town of Addison, Texas being each an "Addison Person" and collectively "Addison Persons") from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees, fines, penalties, expenses, or costs, of any kind and nature whatsoever made upon or incurred by the City and/or any other Addison Person, whether directly or indirectly, (the "Claims") that arise out of, result from, or relate to: (i) the performance or provision by Second Thought Theatre of the Second Thought Theatre Services as described above in Section II of this Contract, (ii) any representations and/or warranties by Second Thought Theatre under this Contract, and (iii) any act or omission under, in performance of, or in connection with the Second Thought Theatre Services and/or this Contract by Second Thought Theatre or by any of Second Thought Theatre's owners, directors, officers, shareholders, managers,

partners, employees, agents, consultants, contractors, subcontractors, invitees, guests, customers, licensees, sublicensees, or any other person or entity for whom Second Thought Theatre is legally responsible, and their respective owners, directors, officers, shareholders, managers, partners, employees, agents, consultants, contractors, subcontractors, invitees, guests, customers, and licensees (“Second Thought Theatre Persons”). SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. However, Second Thought Theatre’s liability under this clause shall be reduced by that portion of the total amount of the Claims (excluding defense fees and costs) equal to the Addison Person or Addison Persons’ proportionate share of the negligence, or conduct that would give rise to strict liability of any kind, that caused the loss. Likewise Second Thought Theatre’s liability for Addison or any other Addison Person’s defense costs and attorneys’ fees shall be reduced by that portion of the defense costs and attorneys’ fees equal to the Addison Person or Addison Persons’ proportionate share of the negligence, or conduct that would give rise to strict liability of any kind, that caused the loss.

Second Thought Theatre shall promptly advise Addison in writing of any claim or demand against any Addison Person or Second Thought Theatre or any other Second Thought Theatre Persons related to or arising out of Second Thought Theatre’s Services and activities under this Contract and shall see to the investigation and defense of such claim or demand at Second Thought Theatre’s sole cost and expense. Addison Persons shall have the right, at the Addison Persons’ option and own expense, to participate in such defense without relieving Second Thought Theatre of any of its obligations hereunder.

The indemnity, hold harmless, and defense obligations set forth herein shall survive the expiration or termination of this Contract.

V. TERMINATION

This Contract may be canceled and terminated by either party at any time and for any reason upon giving at least thirty (30) days written notice of such cancellation and termination to the other party hereto. Such notice shall be sent certified mail, return receipt requested, and to the most recent address shown on the records of the party terminating the Contract. The thirty (30) day period shall commence upon deposit of the said notice in the United States mail and shall conclude at midnight of the 30th day thereafter. In the event of such cancellation and termination and if Second Thought Theatre has failed at the time of such cancellation and termination to provide all of the services set forth herein, Second Thought Theatre shall refund to the City that portion of funds paid to Second Thought Theatre under the terms of this Contract in accordance with the following: Prorata funding returned to the City by Second Thought Theatre shall be determined by dividing the amount paid by the City under this Contract by 365 (the “daily rate”), and then multiplying the daily rate by the number of days which would have remained in the term hereof but for the cancellation or termination. Upon payment or tender of such amount, all of the obligations of Second Thought

Theatre and the City under this Contract shall be discharged and terminated (except as otherwise provided herein, e.g., except for obligations and responsibilities as may survive termination or cancellation of this Contract as provided for in this Contract) and no action shall lie or accrue for additional benefit, consideration or value for or based upon the services performed under or pursuant to this Contract.

VI. CONFLICT OF INTEREST

(a) No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, in this Contract or the proceeds thereof. This prohibition is not intended and should not be construed to preclude payment of expenses legitimately incurred by City officials in the conduct of the City's business.

(b) For purposes of this section, "benefit" means anything reasonably regarded as an economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include contributions or expenditures made and reported in accordance with any law.

VII. ACCOUNTING

Prior to adopting its annual budget, Second Thought Theatre shall submit for the City's review a budget showing the use of the City's funds provided pursuant to this Contract, and Second Thought Theatre shall make such periodic reports to the City, as provided for herein, listing the expenditures made by Second Thought Theatre from the funds provided by the City. The approval of Second Thought Theatre's annual budget creates a fiduciary duty in Second Thought Theatre with respect to the funds provided by the City under this Contract.

The funds paid to Second Thought Theatre pursuant to this Contract shall be maintained in a separate account established for that purpose and may not be commingled with any other money. Funds received hereunder from the City may be spent for day to day operations, supplies, salaries and other administrative costs provided that such costs are necessary for the promotion and encouragement of the purposes for which the funds may be used as described herein.

Second Thought Theatre shall maintain complete and accurate financial records of all of its revenues, including, without limitation, each expenditure of revenue received pursuant to this Contract. By the thirtieth (30th) day after the close of each quarter (beginning with the quarter ending December 31, 2011, with the last quarter ending September 30, 2012), Second Thought Theatre shall provide the City the following: (a) a detailed financial report for the previous quarter listing the expenditures made by Second Thought Theatre of the funds paid to Second Thought Theatre under this Contract; and (b) a year-to-date report of the expenditures made by Second Thought Theatre of the funds paid to Second Thought Theatre under this Contract (and if this Contract is terminated prior to its expiration, Second Thought Theatre shall provide such reports as set forth above for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof; and the obligation to provide the reports for the last quarter of this Contract shall survive the expiration of this Contract). On request of the City at any time, Second Thought Theatre shall make its records available for inspection and review by the City or its designated representative(s). Within ninety (90) days of the end of Second Thought

Theatre's fiscal year, Second Thought Theatre shall provide the City with a financial statement signed by the Chairman of Second Thought Theatre's Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, setting forth Second Thought Theatre's income, expenses, assets and liabilities, and such obligation shall survive the termination or expiration of this Contract.

VIII. INDEPENDENT CONTRACTOR

In performing services under this Contract, the relationship between the City and Second Thought Theatre is that of independent contractor, and the City and Second Thought Theatre by the execution of this Contract do not change the independent status of Second Thought Theatre. The Second Thought Theatre is an independent contractor, and no term or provision of this Contract or action by Second Thought Theatre in the performance of this Contract is intended nor shall be construed as making Second Thought Theatre the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship, or to allow the City to exercise discretion or control over the manner in which the Second Thought Theatre performs the services which are described in this Contract.

IX. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

Second Thought Theatre may not and shall have no authority to assign, transfer, or otherwise convey by any means whatsoever this Contract or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the City, and any attempted assignment, transfer, or other conveyance of this Contract without such approval shall be null and void and be cause for immediate termination of this Contract by the City.

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

X. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

Nothing contained in this Contract shall be deemed to constitute that the City and Second Thought Theatre are partners or joint venturers with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Contract creates, a joint enterprise.

XI. COPYRIGHT

Second Thought Theatre assumes full responsibility for complying with all United States laws and treaty terms pertaining to intellectual property issues and any applicable regulations, including but not limited to the assumption of all responsibilities for paying all royalties which are due for the use of domestic or foreign copyrighted works in Second Thought Theatre's performances, transmissions or broadcasts, and Second Thought Theatre, without limiting any other indemnity given by Second Thought Theatre as set forth herein, AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES, AND AGENTS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ANY LIABILITY, CLAIMS, OR DAMAGES (INCLUDING BUT NOT LIMITED TO COURT COSTS AND ATTORNEY'S FEES) GROWING OUT OF SECOND THOUGHT THEATRE'S INFRINGEMENT OR VIOLATION OF ANY STATUTE, TREATY

TERM, OR REGULATION APPLICABLE TO INTELLECTUAL PROPERTY RIGHTS, INCLUDING BUT NOT LIMITED TO COPYRIGHTS.

XII. NON-DISCRIMINATION

During the term of this Contract, Second Thought Theatre agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex or religion, ancestry, national origin, place of birth, or handicap.

XIII. LEGAL COMPLIANCE; CONTRACT SUBJECT TO LAWS; RECITALS

Second Thought Theatre shall observe and abide by, and this Contract is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies (including, without limitation, the Charter and Ordinances of the City), as the same currently exist or as they may be hereafter amended. The above and foregoing recitals to this Contract are true and correct and incorporated herein and made a part hereof.

XIV. VENUE; GOVERNING LAW

In the event of any action under this Contract, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Contract; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Contract.

XV. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XVI. NO WAIVER; RIGHTS CUMULATIVE

The failure by either party to exercise any right or power, or option given to it by this Contract, or to insist upon strict compliance with the terms of this Contract, shall not constitute a waiver of the terms and conditions of this Contract with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Contract are cumulative to any other rights or remedies, which may be granted by law.

XVII. NOTICES

All notices, communications and reports, required or permitted under this Contract shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and Second Thought Theatre agree to provide the other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is

shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

The City's address:

Chris Terry
Assistant City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

Second Thought Theatre's address:

Chris LaBove
Executive Director
Second Thought Theatre
3532 McKinney Avenue, Box 452
Dallas, Texas 75204

XVIII. SEVERABILITY

The terms of this Contract are severable, and if any section, paragraph, clause, or other portion of this Contract shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Contract shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Contract initially.

XIX. AUTHORITY TO EXECUTE CONTRACT

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

XX. ENTIRE AGREEMENT

This Contract represents the entire and integrated contract and agreement between the City and Second Thought Theatre and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Contract may be amended only by written instrument signed by both the City and Second Thought Theatre.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be signed by their proper corporate officers as first above specified, and have caused their proper corporate seal to be hereto affixed the day and year first above written.

TOWN OF ADDISON, TEXAS

SECOND THOUGHT THEATRE

By: _____
Ron Whitehead, City Manager

By: _____
Chris LaBove, Executive Director

**AGREEMENT FOR THE USE OF
THE ADDISON THEATRE CENTRE**

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

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

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

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

WHEREAS, the TOWN and Second Thought Theatre intend that the Theatre Centre will provide performance space in the form of the Studio Theatre and Stone Cottage as outlined in the Calendar, as well as serve as an outstanding performance facility that will attract other prominent performing groups and individuals to Addison; and

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

NOW, THEREFORE, the TOWN and Second Thought Theatre agree as follows:

SECTION 1

PURPOSE; THEATRE CENTRE DEFINED

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

(b) As used in this Agreement “Theatre Centre” means the structure shown in Exhibit A. The areas indicated in Exhibit A shaded in blue denote the areas that are accessible to Second Thought Theatre.

(c) Second Thought Theatre, its employees, agents, patrons, and invitees shall have a nonexclusive license to use the common areas designated on Exhibit A attached hereto but such license shall at all times be subject to the exclusive control and management by the TOWN. Second Thought Theatre hereby agrees to be bound by and to comply with such reasonable rules and regulations as the TOWN may establish with respect to the use of such common areas. The TOWN agrees to inform Second Thought Theatre in writing of such rules and regulations, and of any changes to such that might occur. The term “common areas” shall include but not be limited

to parking area, walkways, green areas and landscaped areas. The TOWN and Second Thought Theatre agree to cooperate with the other in the event that the “common areas” are used for theatrical performances or events related to the conference center or any other event sponsored by the TOWN.

SECTION 2

LEASE OF THEATRE CENTRE

The TOWN, upon the terms and conditions contained herein, agrees to allow Second Thought Theatre use of, in accordance with the use and occupancy provisions of this Agreement, those facilities and areas within the Theatre Centre that are needed from time to time for its various activities including but not limited to performances, rehearsals, auditions, merchandise sales, dressing, and such other activities as approved by the Conference and Theatre Centre Manager (hereafter “Manager”), in writing, and as further set forth on the Theatre and Conference Center’s Master Booking Calendar. Second Thought Theatre shall furnish, in writing no later than June 1 of each year, schedules setting out all dates, times and spaces needed, which schedules may be updated from time to time upon prior written notice from Second Thought Theatre to the TOWN and the Town’s approval of such updated schedules. The TOWN agrees to provide written confirmation of Second Thought Theatre’s use of spaces, on the dates and times requested, if such spaces are available when requested.

SECTION 3

TERM AND TERMINATION

(a) The term of this Agreement is for a period beginning on the 1st day of October 2010, and continuing until September 30, 2011, unless the term is extended or earlier cancelled, as provided herein.

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

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

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

(iii) The TOWN shall give Second Thought Theatre sixty (60) days written notice; or

(iv) Second Thought Theatre fails to comply with any term of the 2010-2011 Contract for Services between the Town of Addison and Water Tower Theatre Company within thirty (30) days after written notice of such failure to comply from the TOWN.

(v) Second Thought Theatre does not comply with any reasonable request made by the Manager regarding safety, security or other such issue as outlined in the

(c) Second Thought Theatre may cancel this Agreement by giving the City Manager written notice sixty (60) days or more in advance of the cancellation date.

(d) This Agreement may be renewed and extended for a term of twelve (12) months beginning October 1, 2011, and ending September 30, 2011, and for like twelve (12) month periods thereafter upon the express written consent of the TOWN and Second Thought Theatre, given within ninety (90) days prior to October 1st each succeeding year.

SECTION 4

USE AND OCCUPANCY BY SECOND THOUGHT THEATRE

(a) *Office Areas.* During the term of this agreement, Second Thought Theatre shall have no use of any office space at the Theater Centre or in any other building or facility of the TOWN.

(b) *Schedule of Uses.* Attached hereto as Exhibit C are the proposed dates, times, and spaces requested by Second Thought Theatre in connection with shows or events to be produced by Second Thought Theatre during the term of this Agreement. The Manager shall review such dates, times, and spaces and confirm the same, in writing, to Second Thought Theatre. Second Thought Theatre is hereby advised that spaces in the Theatre Centre are available on a “first come” basis and are confirmed by notice in writing from the Manager and receipt by the TOWN of the payment for the required fees.

(c) *Box Office Ticket Sales will be the responsibility of Second Thought Theatre. The Addison Theatre Centre Box Office is not available to Second Thought Theatre. On site ticket sales will take place in the hallway or alcove outside the Studio Theatre at a designated table.*

No performances may take place in the facilities during Town Sponsored special events. Limited use of the facilities MAY be granted at the Managers discretion for rehearsals, builds and technical work. If permission is granted, a maximum of 7 parking passes will be issued to Second Thought Theatre allowing access to a designated parking area at the TOWN’s discretion.

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

Cancellation of scheduled spaces will be treated as follows: Cancellation more than forty-five (45) days before scheduled date, no penalty. Cancellation less than forty-five (45) days prior to the scheduled date, responsible for full rental payment.

It is expected that Second Thought Theatre will produce events, and, not be presenting events.

(d) *Food and Beverage.* Food and beverages are prohibited within all performance spaces at the Theatre Centre. The sole exception will be during non-performance times when

bottled water with a lid may be brought into the ~~main~~ performance spaces. However, no liquid may be stored or consumed in the vicinity of any electronic equipment.

(e) *Use of Dressing Rooms.* When the Studio Theatre Space is rented, during a non-special event time, dressing rooms 5-6 will be included as part of that rental.

SECTION 5

USE AND OCCUPANCY BY THE TOWN

(a) *Scheduling Other Events.* Other than the dates and times when Second Thought Theatre has scheduled an event in accordance with Section 4, the TOWN has the unrestricted right to schedule other events in the Theatre Centre and utilize the scenery in place on such dates and times. The TOWN and Second Thought Theatre agree to cooperate and assist the other in scheduling events in the Theatre Centre for dates not scheduled by Second Thought Theatre. However, such efforts by Second Thought Theatre are subject to the express terms of Section 20 of this Agreement, and Second Thought Theatre recognizes that only the TOWN has authority to book events. Any damage to the set resulting from an event booked into the Addison Theatre Centre (“ATC”) space by the TOWN will be repaired at the TOWN’s expense.

(b) *Concessions.*

(i) Second Thought Theatre may sell concessions only during Second Thought Theatres performances and must comply with all Town of Addison Environmental Health Regulations. Alcoholic beverages may only be dispensed in compliance with the TABC (Texas Alcoholic Beverage Commission) and Town of Addison rules and regulations. Second Thought Theatre may sell pre packaged foods from their ticket table or other table outside the Studio Theatre space. All food and beverage must be consumed outside the Studio Theatre space.

(ii) The TOWN shall not be liable to Second Thought Theatre, its employees, agent’s patrons, or invitees for damages or otherwise for the quality, failure, unavailability, or disruption of any food or beverage or service thereof in connection with Second Thought Theatres performances.

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

SECTION 6

RENTAL

(a) Second Thought Theatre shall pay to the TOWN rent for its use areas as reserved by Second Thought Theatre, according to the schedule of fees set forth in Exhibit B, attached

hereto and made a part hereof. Payments for rent shall be made as invoiced during the months Second Thought Theatre is using the space. The rent paid by Second Thought Theatre may be adjusted from time to time to reflect a cancellation or addition of a show or event by Second Thought Theatre. The TOWN further reserves the right to adjust the rates of the fees set out on Exhibit B from time to time in accordance with changes in the costs associated with operating the facility, by providing Second Thought Theatre at least 45 days prior written notice of the change. The TOWN shall invoice Second Thought Theatre for all dates, times and spaces reserved by Second Thought Theatre.

(b) Second Thought Theatre will not be required to pay the fee for a date, or time, or space cancelled if the space is cancelled more than forty-five (45) days prior to the scheduled date or time.

(c) Cancellation less than forty-five (45) days prior to the scheduled date or time will require full payment for committed space.

SECTION 7

USE OF EQUIPMENT

Any damages to or loss of TOWN-owned equipment in the Theatre Centre during the conduct of Second Thought Theatre's performances, or day-to-day use by Second Thought Theatre shall be the responsibility of Second Thought Theatre.

If Second Thought Theatre desires to use and operate TOWN-owned equipment including but not limited to lighting and sound systems, then Second Thought Theatre shall obtain approval on a per-show basis from the TOWN for the use by Second Thought Theatre technicians. Use of automated lighting fixtures, sound and lighting control console, and wireless microphones must have prior written approval by ACTC Manager. The cost of repair for any damage to the equipment from use of the equipment by Second Thought Theatre or replacement of any lost equipment shall be the sole responsibility of Second Thought Theatre and shall be subject to offset against any funding or grant obligations of the TOWN to Second Thought Theatre. The TOWN shall not be responsible for consequential damages resulting from inability to use the equipment. Second Thought Theatre agrees that each person employed by Second Thought Theatre to provide services in the Theatre Centre will be required to conduct himself/herself in a professional manner, and Second Thought Theatre will cooperate with the TOWN to assure professional conduct is maintained at all times.

All details of the production/event must be provided in writing to the Manager at least one month prior to the first day of occupancy of the space. No equipment owned by the TOWN may be contracted or committed by Second Thought Theatre without the manager's approval. No services provided by Town employees may be contracted or committed by Second Thought Theatre without the Manager's written approval.

SECTION 8

TOWN OF ADDISON TECHNICAL COORDINATOR

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

SECTION 9

UTILITIES

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

SECTION 10

MAINTENANCE SERVICES

(a) The TOWN shall provide:

(i) Routine janitorial service and maintain the interior of the Theatre Centre in a clean condition, by providing routine janitorial service one time per day as needed, Monday-Saturday. Second Thought Theatre must leave the spaces in a reasonable condition following all productions/events, which includes but is not limited to: placing all lobby, green room and dressing room trash in garbage cans and walking the space for playbills and trash left by patrons after every performance. Any services above routine will be billed to Second Thought Theatre at the prevailing rate.

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

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

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

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

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

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

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

SECTION 11

OWNERSHIP OF PROPERTY

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

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

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

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

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

SECTION 12

ACKNOWLEDGEMENTS IN PRINTED MATERIALS

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

SECTION 13

INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 14

ABATEMENT OF NUISANCES; TOWN SPECIAL EVENTS

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

SECTION 15

ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

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

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

SECTION 16

ASSUMPTION OF RESPONSIBILITY; INDEMNIFICATION

(a) Second Thought Theatre AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM (I) THE PERFORMANCE OF SERVICES PERFORMED AND TO BE PERFORMED HEREUNDER, OR (II) THE OCCUPATION AND USE OF THE THEATRE CENTRE PURSUANT TO THIS AGREEMENT, BY SECOND THOUGHT THEATRE OR BY ANY OF ITS OWNERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, MEMBERS, AGENTS, SERVANTS, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES, PATRONS, GUESTS, VOLUNTEERS, CUSTOMERS, AND CONCESSIONAIRES (IN THE CAPACITY AS OWNER, OFFICER,

DIRECTOR, MANAGER, EMPLOYEE, MEMBER, AGENT, SERVANT, REPRESENTATIVE, CONSULTANT, CONTRACTOR, SUBCONTRACTOR, LICENSEE, INVITEE, PATRON, GUEST, VOLUNTEER, CUSTOMER, OR CONCESSIONAIRE OF OR FOR SECOND THOUGHT THEATRE), OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

(b) *Indemnity Owed By Second Thought Theatre.* Second Thought Theatre covenants and agrees to FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas, individually and/or collectively, in both their official and private capacities (the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas, each being an “Addison Person” and collectively the “Addison Persons”), from and against any and all costs, claims, liens, harm, damages, losses, expenses, fees, fines, penalties, proceedings, judgments, actions, demands, causes of action, liability, and suits, of any kind and nature whatsoever made upon or incurred by any Addison Person, whether directly or indirectly, (the “Claims”), that arise out of, result from, or relate to: (1) the use and occupancy of the Theatre Centre by Second Thought Theatre or by any owner, officer, director, manager, employee, member, agent, servant, representative, consultant, contractor, subcontractor, licensee, invitee, patron, guest, volunteer, customer, or concessionaire of or for Second Thought Theatre (in the capacity as owner, officer, director, manager, employee, member, agent, servant, representative, consultant, contractor, subcontractor, licensee, invitee, patron, guest, volunteer, customer, or concessionaire of or for Second Thought Theatre), or any other person or entity for whom Second Thought Theatre is legally responsible, and their respective owners, officers, directors, managers, employees, agents, representatives, consultants, contractors, subcontractors, licensees, and concessionaires (collectively, “Second Thought Theatre Persons”), (2) representations or warranties by Second Thought Theatre under this Agreement; and/or (3) any other act or omission under, in performance of, or in connection with this Agreement by Second Thought Theatre or by any of the Second Thought Theatre Persons. SUCH INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS FOUND TO HAVE BEEN CAUSED IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. However, Second Thought Theatre’s liability under this clause shall be reduced by that portion of the total amount of the Claims (excluding defense fees and costs) equal to the Addison Person or Addison Persons’ proportionate share of the negligence, or conduct that would give rise to strict liability of any kind, that caused the loss. Likewise Second Thought Theatre’s liability for Addison or any other Addison Person’s defense costs and attorneys’ fees shall be reduced by that portion of the defense costs and attorneys’ fees equal to the Addison Person or Addison Persons’ proportionate share of the negligence, or conduct that would give rise to strict liability of any kind, that caused the loss.

Second Thought Theatre shall promptly advise the TOWN in writing of any claim or demand against any Addison Person or Second Thought Theatre related to or arising

out of Second Thought Theatre's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Second Thought Theatre's sole cost and expense. The Addison Persons shall have the right, at the Addison Persons' option and at own expense, to participate in such defense without relieving Second Thought Theatre of any of its obligations hereunder.

The provisions of this defense, indemnity, and hold harmless obligation, and any other defense, indemnity, and hold harmless obligation set forth in this Agreement, shall survive the termination or expiration of this Agreement.

SECTION 17

BONDS

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

SECTION 18

NON-DISCRIMINATION

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

SECTION 19

AUDITS

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

SECTION 20

ASSIGNMENT; NO THIRD-PARTY BENEFIT

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

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

SECTION 21

NOTICES

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

If intended for the TOWN, to:

Chris Terry
Assistant City Manager
Town of Addison
P.O. Box 9010
Addison, TX 75001-9010

If intended for Second Thought Theatre, to:

Chris LaBove
Executive Director
Second Thought Theatre
3532 McKinney Avenue, Box 452
Dallas, Texas 75204

SECTION 22

APPROVALS

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

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

SECTION 23

SUCCESSORS AND ASSIGNS

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

SECTION 24

APPLICABLE LAWS

This Agreement is made subject to the charter and ordinances of the TOWN, as amended, and all applicable laws and regulations of the State of Texas and the United States. The laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

SECTION 25

INTELLECTUAL PROPERTY AND COPYRIGHT INDEMNIFICATION

Second Thought Theatre assumes full responsibility for complying with all United States laws and treaty terms pertaining to intellectual property issues and any applicable regulations, including but not limited to the assumption of all responsibilities for paying all royalties which are due for the use of domestic or foreign copyrighted works in Second Thought Theatre's performances, transmissions or broadcasts, and Second Thought Theatre agrees to defend, indemnify, and hold harmless the TOWN, its officers, employees, and agents, for any claims or damages (including but not limited to court costs and reasonable attorney's fees) growing out of Second Thought Theatre's infringement or violation of any statute, treaty term or regulation applicable to intellectual property rights, including but not limited to copyrights.

SECTION 26

NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this agreement shall be deemed to constitute the TOWN and Second Thought Theatre partners or joint venturers with each other.

SECTION 27

NO WAIVER

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

SECTION 28

FORCE MAJEURE

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

SECTION 29

VENUE

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

SECTION 30

LEGAL CONSTRUCTION

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

SECTION 31

SIGNAGE

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

SECTION 32

USE OF THE ROOF

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

EXECUTED _____, but effective as of October 1, 2010 as approved by the parties hereto.

TOWN OF ADDISON, TEXAS

SECOND THOUGHT THEATRE

By: _____
Ron Whitehead, City Manager

By: _____
Chris LaBove, Executive Director

EXHIBIT A

**TO AGREEMENT FOR THE USE
OF THE ADDISON THEATRE CENTRE**

Council Agenda Item: #R 2d

AGENDA CAPTION:

Approval authorizing the City Manager to execute a Professional Services Agreement with Halff Associates Inc in an amount not to exceed \$54,000 for storm water data inventory.

FINANCIAL IMPACT:

This item is budgeted in the streets department budget.

BACKGROUND:

The Town of Addison is responsible for providing and maintaining safe, efficient and effective drainage systems throughout the Town. Comprehensive maps of the Town's drainage system would assist staff in identifying blockages and would assist developers in determining availability of downstream drainage systems. Additionally, the Town is required by TCEQ to map the storm water system and to inspect 10 outfalls per year in order to detect potential illicit discharges.

To accomplish these goals, the Town has contracted with Halff Associates, Inc. to complete a storm water data inventory. To date, Halff Associates has completed a physical inventory of the Town's drainage infrastructure and has developed a GIS database linking the spatial extents of the Town's digital plan sets. This final phase of the project will include verification of pipe alignments in the areas of Addison Airport, Vitruvian Park, Addison Circle and additional areas where plan sets could not be located.

RECOMMENDATION:

Staff recommends approval

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

[Halff proposal](#)

Type:

Backup Material



October 3, 2011
AVO 27717 PH03

Ms. Lea Dunn
Deputy City Manager
Town of Addison
5300 Belt Line Rd
Addison, Texas 75254

Re: Town of Addison Stormwater Data Inventory - Phase 3

Dear Ms. Dunn:

Halff Associates is pleased to submit this proposal for professional services related to a stormwater infrastructure inventory for the Town of Addison. As discussed at our meeting with you and your staff on September 15, 2011, a stormwater inventory for the entire Town will allow Addison to meet many of the requirements of its TPDES stormwater permit and address two of the nine BMPs outlined in the of the Town of Addison SWMP.

At this time, the first and second phases of this project have been completed and a physical inventory of the drainage infrastructure has been performed for the entire Town. Additionally, Halff has developed a GIS database that links the spatial extents of approximately 1100 digital plan sets within the Town. At the conclusion of Phase 2 of this project, a draft letter report was provided to the Town and it was recommended that additional validation be performed in order to have a comprehensive understanding of the storm drainage system. Based on feedback received during our recent meeting, this proposal includes the scope of work and anticipated fees required to complete the drainage system inventory for the entire Town.

Scope of Work: While over 99% of the inlets in the database (excluding Dallas North Tollway structures) were inspected during the previous Phases, some pipe alignments in the Town of Addison could not be verified using the plan sets supplied to Halff Associates by the Town. These areas include the majority of Addison Airport (currently under construction), southwest Addison along Brookhaven Club Dr / Spring Valley Rd, and the Addison Circle area between Airport Pkwy, Addison Circle Dr, and Spectrum Dr. (Please see attached Exhibit). There are also small areas scattered throughout the town where plans for an individual building could not be located.

In this phase, Halff Associates will perform additional validation of the system in order to provide the Town with a comprehensive drainage database.

Fee and Schedule: All work will be billed on an hourly basis not to exceed the pre-determined budget of \$54,000. Please allow 4 months after notice to proceed for the proposed work to be completed.

HALFF ASSOCIATES, INC.

1201 NORTH BOWSER ROAD
RICHARDSON, TX 75081

TEL (214) 346-6200
FAX (214) 739-00 95

WWW.HALFF.COM



If this proposal is acceptable, please so indicate by returning one signed copy at your earliest convenience as approval of scope and notice to proceed. We look forward to continuing our work with the Town of Addison.

Sincerely,

HALFF ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Noelle Gaspard".

Noelle Gaspard, PE, GISP, CFM
Project Manager

APPROVED: TOWN OF ADDISON


BY: _____


DATE: _____

Cc: Walter Skipwith, PE, D.WRE
Vice President


Town of Addison Storm System Inventory

Addison Drainage Basins

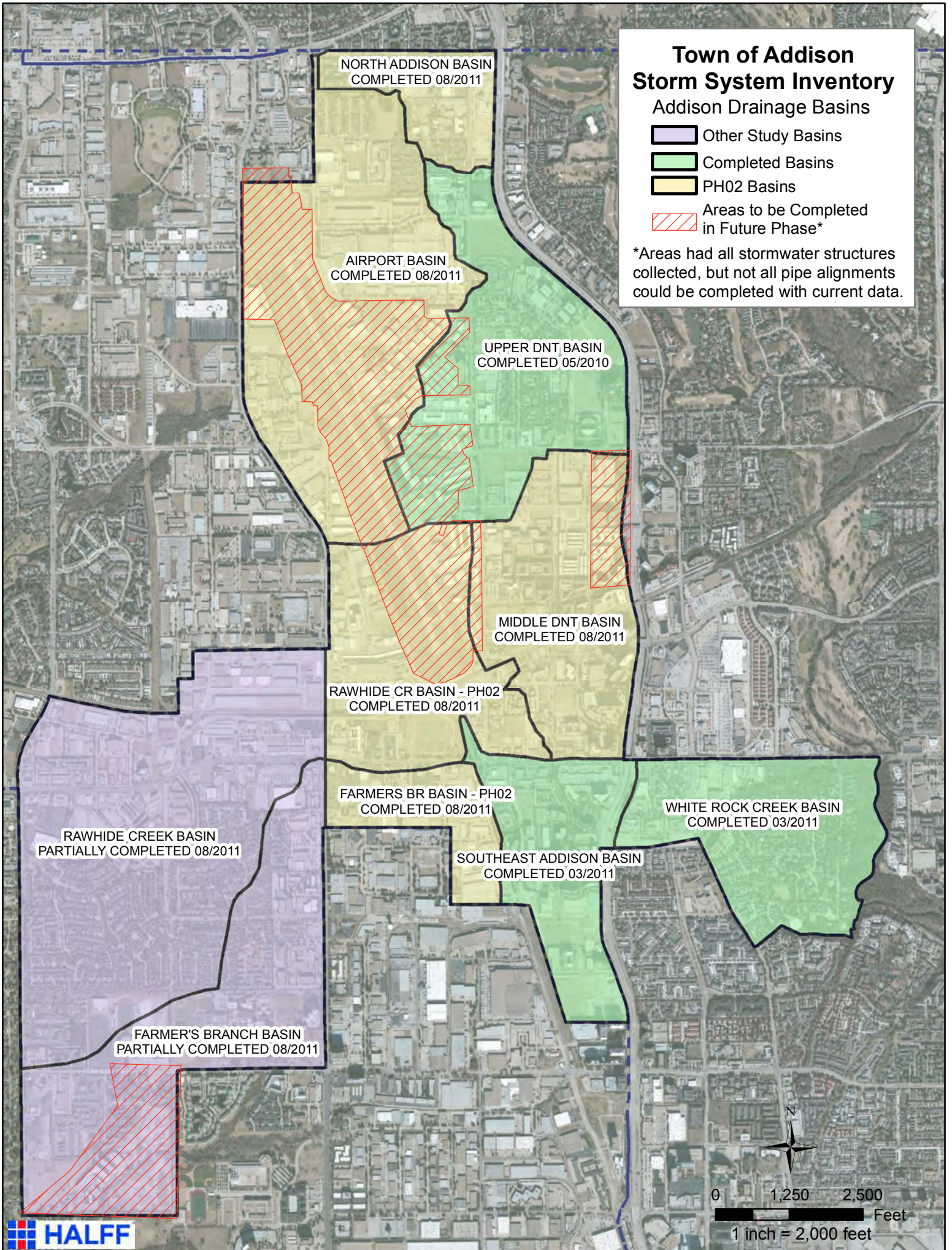
 Other Study Basins

 Completed Basins

 PH02 Basins

 Areas to be Completed in Future Phase*

*Areas had all stormwater structures collected, but not all pipe alignments could be completed with current data.



Town of Addison
Stormwater Asset Inventory
Project Data Comparison

Structures

	BASIN NAME	Structure Count		
		Original Data	Updated Data	Increase
1	Airport Basin	96	258	169%
2	Farmer's Branch Basin	112	186	66%
3	Farmers Br Basin - PH02	19	42	121%
4	Middle DNT Basin	170	313	84%
5	North Addison Basin	18	57	217%
6	Rawhide Cr Basin - PH02	106	218	106%
7	Rawhide Creek Basin	187	420	125%
8	Southeast Addison Basin	36	99	175%
9	Upper DNT Basin	78	247	217%
10	White Rock Creek Basin	47	84	79%
TOTAL		900	1900	111%

Pipes

	BASIN NAME	Pipe Count			Pipe Length (ft)		
		Old Pipe Count	New Pipe Count	Increase	Old Pipe Length	New Pipe Length	Increase
1	Airport Basin	133	227	71%	23,924	34,473	44%
2	Farmer's Branch Basin	167	264	58%	16,146	29,210	81%
3	Farmers Br Basin - PH02	32	60	88%	4,102	8,156	99%
4	Middle DNT Basin	313	438	40%	34,107	50,935	49%
5	North Addison Basin	28	81	189%	1,976	10,472	430%
6	Rawhide Cr Basin - PH02	143	241	69%	22,314	31,532	41%
7	Rawhide Creek Basin	358	574	60%	46,214	73,165	58%
8	Southeast Addison Basin	60	123	105%	8,228	18,029	119%
9	Upper DNT Basin	145	239	65%	18,015	30,975	72%
10	White Rock Creek Basin	83	132	59%	9,015	15,477	72%
TOTAL		1500	2400	60%	184,000	302,400	64%

Council Agenda Item: #R 2e

AGENDA CAPTION:

Approval authorizing the City Manager to execute a Professional Services Agreement with Teague Nall and Perkins in an amount not to exceed \$31,400 for dry weather field screening, preparation of the town's annual storm water management report to TCEQ and permit renewal.

FINANCIAL IMPACT:

This item is budgeted in the streets department budget.

BACKGROUND:

The Town is currently in the fifth year of the 5-year TCEQ storm water permit. In August 2012, the town will be required to renew the permit with TCEQ. In order to meet the requirements of year five and submit the permit renewal, staff has asked Teague Nall and Perkins for a proposal for three items: 1) preparation of a year five storm water management program annual report to the TCEQ; 2) Dry weather screening services for ten storm drain outfalls and preparation of a summary report; 3) preparation of an updated storm water management program as required for compliance with the forthcoming TCEQ Phase II storm water permit renewal.

RECOMMENDATION:

Staff recommends approval

COUNCIL GOALS:

Take actions to make Addison a leader in sustainable development and operations that protect and enhance the Town's quality of life

ATTACHMENTS:

Description:

[Teague Nall and Perkins Agreement](#)

Type:

Backup Material

TNP TEAGUE NALL AND PERKINS

Civil Engineering | Surveying | Landscape Architecture | Planning

AUTHORIZATION FOR PROFESSIONAL SERVICES

PROJECT NAME: Year 5 TCEQ Annual Report, Dry Weather Screening, and Storm Water Management Program Renewal
Town of Addison, Texas

TNP PROJECT NUMBER: ADD11271

CLIENT: Town of Addison
ADDRESS: 16801 Westgrove Drive
P.O. Box 9010
Addison, TX 75001

hereby requests and authorizes Teague Nall and Perkins, Inc., a Texas corporation, (Engineer) to perform the following services:

BASIC

SERVICES: Provide professional consulting services related to 1) preparation of a Year 5 storm water management program (SWMP) annual report to the Texas Commission on Environmental Quality (TCEQ) for the permitting period from August 2011 to August 2012; 2) providing dry weather screening services for a minimum of ten storm drain outfalls and preparation of a summary report; and 3) preparation of an updated SWMP as required for compliance with the forthcoming TCEQ Phase II storm water permit renewal. The scope of work for each task is more fully detailed in the attached Exhibit A.

COMPENSATION to be made on the basis of the following:

1. Compensation for the efforts associated with this project shall be provided on an hourly reimbursable basis with a total budget of **\$31,400 (Thirty One Thousand Four Hundred Dollars)**. A detailed scope of services and fee breakdown is provided on Exhibit 'A'. The stated budget amount shall not be exceeded without written authorization from the Client. Reimbursement shall be at the Engineer's standard hourly rates. A copy of TNP's rate schedule is attached (Exhibit 'B').

BASIC SERVICES shall be billed monthly based on the Engineer's time completed on the project.

2. **SPECIAL SERVICES:** **SPECIAL SERVICES** shall be any service provided by the Engineer which have been requested by the Client but are not specifically included in the **BASIC SERVICES** as defined above. **SPECIAL SERVICES** shall include, but shall not be limited to:
 - a) Preparation or implementation of any other Best Management Practices (BMPs) identified in the SWMP not specifically described herein;
 - b) preparation of cost estimates

- c) property research and surveying for easements, right-of-ways or plats;
- d) preparation of real property transfer documents, exhibits or plats;
- e) participation in real property acquisition;
- f) trips and meetings beyond a 50-mile radius of Addison;
- g) subcontractors;
- h) presentations beyond those described herein;
- i) direct expenses including printing, plotting, reproduction, postage, courier service, photos and binding charges. The anticipated cost for direct expenses is **\$500.00**.

SPECIAL SERVICES shall be considered additional work and shall be reimbursed at standard TNP hourly rates as listed in Attachment A, or TNP standard rates for items provided in-house, or direct expenses times a multiplier of 1.10 for non-labor, subcontract or mileage items. Engineer shall not be entitled to compensation, payment or reimbursement of any kind for any **SPECIAL SERVICES** provided by Engineer without the prior written approval of the Client.

SCHEDULE: Engineer shall commence the performance of the Basic Services upon the signing of this Agreement by the Client and the Engineer. Engineer shall complete various parts of the Basic Services in accordance with the following schedule:

TASK 1 - Year 5 TCEQ Annual Report Schedule

First Annual Report interview & update	December 2011
Second Annual Report interview & update	March 2012
Third Annual Report interview & update	July 2012
Submit Annual Report to Addison	October 2012
TCEQ Annual Report deadline	November 12, 2012

TASK 2 – Year 5 Dry Weather Screening Schedule

Perform Dry Weather Screening	March – April 2012
Submit Dry Weather Screening Report	May 2012

TASK 3 - SWMP Renewal Schedule

Anticipated Release of TCEQ Permit	January 2012
Submit Draft SWMP update for review	June 2012
TCEQ Permit effective date	August 13, 2012
Submit Final SWMP	December 2012
TCEQ SWMP submittal deadline	February 2013

PROJECT LOCATION: The project location encompasses the entire Town of Addison, Texas.

Please execute and return a signed copy, which will serve as our Authorization to Proceed. This Authorization for Professional Services is sometimes referred to herein as the "Authorization" or the "Agreement". The Provisions attached hereto are a part of this Agreement and are incorporated herein and made a part hereof for all purposes.

Approved by Client:
Town of Addison

By: _____

Title: _____

Date: _____

Accepted by Engineer:
Teague Nail and Perkins, Inc.

By: 

Title: PROJECT MANAGER

Date: 10/31/11

PROVISIONS

1. **AUTHORIZATION TO PROCEED**

Signing this agreement shall be construed as authorization by CLIENT for TNP, Inc. to proceed with the work, unless otherwise provided for in this agreement.
2. **LABOR COSTS**

TNP, Inc.'s Labor Costs shall be the amount of salaries paid TNP, Inc.'s employees for work performed on CLIENT's Project plus a stipulated percentage of such salaries to cover all payroll-related taxes, payments, premiums, and benefits.
3. **DIRECT EXPENSES**

TNP, Inc.'s Direct Expenses shall be those costs incurred on or directly for the CLIENT's Project, including but not limited to necessary transportation costs including mileage at TNP, Inc.'s current rate when its, or its employee's, automobiles are used, meals, lodging, laboratory tests, computer services, telephone, printing and binding charges times a multiplier of 1.10. Reimbursement for these expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by TNP, Inc.
4. **OUTSIDE SERVICES**

When technical or professional services are furnished by an outside source, an additional amount of 10% (actual cost times a multiplier of 1.10) shall be added to the cost of these services for TNP, Inc.'s administrative costs.
5. **OPINION OF PROBABLE COST**

In providing opinions of probable cost, the CLIENT understands that TNP, Inc. has no control over construction costs or the price of labor, equipment, or materials, or over the Contractor's method of pricing, and that the opinions of probable cost provided to CLIENT are to be made on the basis of the design professional's qualifications and experience. TNP, Inc. makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.
6. **PROFESSIONAL STANDARDS**

TNP, Inc. shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in the State of Texas, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization. TNP, Inc. makes no other warranty, expressed or implied.
7. **TERMINATION**

Either CLIENT or TNP, Inc. may terminate this authorization by giving 10 days written notice to the other party. In such event CLIENT shall forthwith pay TNP, Inc. in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.
8. **MEDIATION**

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and the ENGINEER agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The CLIENT and the ENGINEER further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants retained also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.
9. **LEGAL EXPENSES**

In the event legal action is brought by CLIENT or TNP, Inc. against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.
10. **PAYMENT TO TNP, INC.**

Monthly invoices will be issued by TNP, Inc. for all work performed under the terms of this agreement. Invoices are due and payable on receipt. If payment is not received within 30 days of invoice date, all work on CLIENT's project shall cease and all work products and documents shall be withheld until payment is received by TNP. Time shall be added to the project schedule for any work stoppages resulting from CLIENT's failure to render payment within 30 days of invoice date. Interest at the rate of 1½% per month will be charged on all past-due amounts, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law.
11. **LIMITATION OF LIABILITY**

TNP, Inc.'s liability to the CLIENT for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fee earned under this agreement.
12. **ADDITIONAL SERVICES**

Services not specified as Basic Services in Scope and Attachment 'A' will be provided by TNP, Inc. as Additional Services when required. The CLIENT agrees upon execution of this contract that no additional authorization is required. Additional services will be paid for by CLIENT as indicated in Article II, Compensation.
13. **SALES TAX**

In accordance with the State Sales Tax Codes, certain surveying services are taxable. Applicable sales tax is not included in the fee set forth and will be added on and collected when required by state law. Sales tax at the applicable rate will be indicated on invoice statements.
14. **SURVEYING SERVICES**

In accordance with the Professional Land Surveying Practices Act of 1989, the CLIENT is informed that any complaints about surveying services may be forwarded to the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Building A, Suite 156, MC-230, Austin, Texas 78753, (512) 239-5263.
15. **LANDSCAPE ARCHITECT SERVICES**

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas. The CLIENT is informed that any complaints about landscape architecture services be forwarded to the Texas Board of Architectural Examiners, Hobby Building: 333 Guadalupe, Suite 2-350, Austin, Texas 78701, Telephone (512) 305-9000, Fax (512) 305-8900.
16. **INVALIDITY CLAUSE**

In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.
17. **PROJECT SITE SAFETY**

TNP, Inc. has no duty or responsibility for project site safety. Means and methods of construction and jobsite safety are the sole responsibility of the contractor.
18. **DRAINAGE CLAUSE**

The parties to this Agreement recognize that the development of real property has the potential to increase water runoff on downstream properties, and that such increase in runoff increases the possibility of water damage to downstream properties. The CLIENT agrees to indemnify and hold the ENGINEER harmless from any and all claims and damages arising, directly or indirectly, from water or drainage damage to downstream properties resulting from the development and construction of the Project. CLIENT shall not be required to reimburse ENGINEER for any claims or expenses arising out of the Project if it is determined by a court of competent jurisdiction that ENGINEER was negligent in the performance of its duties and obligations, and that ENGINEER's negligence was the direct cause of damage to a property downstream of the Project.

EXHIBIT 'A'
ITEMIZED SCOPE OF BASIC SERVICES

Teague Nall and Perkins, Inc., (Engineer) shall render the following professional services (**BASIC SERVICES**):

Task 1 - Year 5 TCEQ Annual Report

General Information: The Engineer shall prepare an annual report to the TCEQ as required by TPDES General Permit No. TXR040000. The annual report is required to document the status of the Year 5 Best Management Practices (BMPs) proposed in the Addison Storm Water Management Program (SWMP). "Year 5" is the time period from August 13, 2011 to August 13, 2012 and the deadline for submittal of the Year 5 annual report is November 12, 2012.

Teague Nall and Perkins (Engineer) shall perform the following tasks to prepare the Annual Report and Year 5 records:

1. The Engineer must rely on information provided by the Town of Addison to prepare the TCEQ Annual Report. The Engineer will attempt to identify all progress made by City staff in Year 5 to implement the Town of Addison BMPs and measurable goals proposed in the Town's SWMP. However, the Engineer will rely on the reports given by the Town of Addison staff, and will not be responsible to verify that such activities have actually occurred.
2. The Engineer shall provide information gathering efforts through e-mail correspondence, on-site Town interviews and/or telephone meetings to develop this report. The Town staff responsible for the Year 5 BMPs shall be made available for the information gathering purposes.
3. The Engineer shall review the Addison SWMP and compile a list of the Year 5 BMPs, responsible departments for BMP implementation, and the measurable goals proposed to TCEQ within the SWMP. The Engineer shall forward this information to the Town's SWMP Manager for scheduling the interview meeting with Town staff. Staff interviews shall be provided to:
 - a. assess the progress towards implementation of the Year 5 BMPs and to obtain the Town's opinion of the success of the BMP towards reducing pollutants to the MS4;
 - b. collect specific information on activities and steps taken to complete the Year 5 measurable goals;
 - c. identify any additional BMP's implemented by the Town within the Year 5 time period to report;
 - d. collect supporting documentation of BMP's completed in Year 5 (i.e. newspaper clippings, schedules, Public Meeting records, etc.);

4. The Engineer shall document the information gathered within the Annual Report Forms provided in the SWMP. A Year 5 record keeping document shall be created that contains the completed Year 5 Annual Report Forms along with copies of supporting documentation. The record keeping document shall be provided to the SWMP manager. The completed Annual Report Forms shall be submitted within the report to TCEQ.
5. The Engineer shall complete the TCEQ Annual Report forms and provide a complete report to the Town of Addison for submittal to the TCEQ. The Town of Addison shall be responsible for signing and submitting the Annual Report to the TCEQ.
6. Deliverables will include two copies of the Annual Report for submittal to TCEQ; and one copy of the Annual Report, Annual Report Forms and background records for the Town of Addison.

Task 2 – Year 5 Dry Weather Screening

General Information: The Town of Addison's TCEQ storm water permit for Year 5 (August 13, 2011 – August 13, 2012) requires storm drain outfall dry weather screening as part of their illicit discharge detection and elimination program. The dry weather screening is a process by which storm drain outfalls are visually inspected for physical indicators of potential illicit discharges upstream.

The Engineer shall perform the following tasks to perform dry weather screening for a minimum of ten (10) storm drain outfalls and will perform the following training for Public Works staff:

1. The Engineer will meet with the Town's Public Works staff to review the existing Town of Addison drainage system maps and identify the locations for screening of ten (10) storm drain outfalls.
2. The Engineer will provide training to City staff on the procedures for dry weather screening in general accordance with the methodology outlined in the Illicit Discharge Detection and Elimination Guidance Manual prepared by the Center for Watershed Protection.
3. The Engineer will perform field inspections of a minimum of 10 storm drain system outfalls with the Public Works staff and report findings on the Outfall Reconnaissance Inventory Field Sheet. The screening process will include reporting on the outfall characteristics and discharge physical indicators including flow, odor, color, turbidity and floatables in accordance with the dry weather screening guidance manual. No water quality sampling or testing will be performed at this time. If the outfall screening depicts a potential illicit discharge, the Engineer shall make recommendations for tracking the discharge and possible future water quality testing.
4. The Engineer will compile the Outfall Reconnaissance Inventory Field Sheets and prepare a summary report to the Town of Addison for their records. The summary report will include a map with outfall locations, photos of the outfalls, completed inventory worksheets and a summary table of the dry weather screening locations and findings.

TASK 3 – Storm Water Management Program (SWMP) Renewal

General Information: The Town of Addison's existing TCEQ storm water permit (#TXR040079) will expire at the end of Year 5 (August 13, 2012). In order to remain in compliance with storm water permitting requirements under the TCEQ Texas Pollutant Discharge Elimination System, the Town must prepare and submit a new SWMP for coverage over the next 5-year permit term (August 2012 – August 2017).

The Engineer shall assist the City with development of a new SWMP and will prepare a SWMP submittal to TCEQ for the next 5-year permit. The Engineer will prepare the Notice of Intent (NOI) and the SWMP outlining the Town of Addison's plan to reduce discharge pollutants and protect water quality. The plan will include the following:

- an outline of the five-year implementation program, including the following six control measures:
 1. Public Education, Outreach and Involvement
 2. Illicit Discharge Detection and Elimination
 3. Construction Site Storm Water Runoff Control
 4. Post-Construction Storm Water Management in New Development and Redevelopment
 5. Pollution Prevention and Good Housekeeping for Municipal Operations
 6. Industrial Storm Water Sources
- a program for evaluation and assessment of the plan
- measurable goals for pollution prevention efforts
- identify responsibilities for implementation
- implementation timeline

The Engineer shall perform the following tasks to prepare the SWMP renewal for the Town of Addison:

1. Attend and/or stay informed of TCEQ and NCTCOG stakeholders meetings, webcasts, workshops and other related events regarding renewal requirements. Research collaborative assistance opportunities that may be available through NCTCOG, TCEQ, EPA and other organizations to satisfy SWMP requirements.
2. Upon issuance of the TCEQ draft permit, review the requirements and prepare a list of required changes to the existing Town of Addison SWMP. Meet with the Town of Addison staff to present the SWMP updates and a selection of possible Best Management Practices (BMPs), measurable goals, and implementation timelines.
3. The Engineer recognizes that the Town of Addison may already be engaged in some activities that will apply to the SWMP implementation effort. Much of the effort involved in the preparation of the SWMP will consist of identifying and compiling these activities. The Engineer will work with Town of Addison staff to identify activities developed during the previous 5-year permit term that will satisfy the new permit requirements.

4. Develop a draft Storm Water Management Program including a description of BMPs, measurable goals, responsible departments for implementation, and a timeline for implementation of the BMPs over the course of the upcoming 5-year permit term (August 2012 to August 2017). Prepare an updated BMP implementation table (Excel spreadsheet) as required for the update. All SWMP document updates will be provided using the same outline and format as the previously permitted SWMP.
5. Upon issuance of the TCEQ final permit (effective date August 13, 2012), review the permit for any additional changes to the Storm Water Management Program (SWMP). Meet with the Town of Addison staff to present the final SWMP updates and Best Management Practices (BMPs).
6. Submit three (3) sets of the updated SWMP along with a digital copy of the document files to the Town of Addison. One copy of the SWMP is for the Town of Addison's records, two copies are to be submitted to the TCEQ.
7. Complete the Notice of Intent renewal forms (to be issued by TCEQ) and submit to the Town of Addison for signature. The Town of Addison will be responsible for making the final submittal of the SWMP and Notice of Intent to the TCEQ offices after the forms have been signed by the Mayor and/or City Manager.

FEE BUDGET BREAKDOWN*

Task 1 – Year 5 TCEQ Annual Report	\$10,500.00
Task 2 – Year 5 Dry Weather Screening	\$8,500.00
Task 3 – Storm Water Management Program Renewal	\$12,400.00
Total Fee	\$31,400.00

* The above fees are based on our understanding of the scope and our experience with similar type tasks. Some adjustments of the individual task amounts may occur as the scope of each task is refined and implemented. The total fee budget amount will not be exceeded without written authorization from the Town of Addison.

EXHIBIT 'B'
TEAGUE NALL AND PERKINS, INC.
Standard Rate Schedule for Reimbursable/Multiplier Contracts
Effective January 1, 2011 to December 31, 2011*

Engineering / Technical	From	-	To	
Principal	\$150	-	\$230	Per Hour
Project Manager	\$120	-	\$200	Per Hour
Senior Engineer	\$110	-	\$210	Per Hour
Engineer	\$ 85	-	\$140	Per Hour
Landscape Architect / Planner	\$110	-	\$170	Per Hour
Landscape Designer	\$ 70	-	\$110	Per Hour
Designer	\$ 85	-	\$120	Per Hour
Senior Designer	\$100	-	\$150	Per Hour
CAD Technician	\$ 60	-	\$ 90	Per Hour
Senior CAD Technician	\$ 75	-	\$110	Per Hour
IT Consultant	\$120	-	\$150	Per Hour
IT Technician	\$ 85	-	\$120	Per Hour
Clerical	\$ 50	-	\$ 80	Per Hour
Resident Project Representative	\$ 70	-	\$120	Per Hour

Surveying

Survey Office Manager	\$130	-	\$180
Registered Professional Land Surveyor	\$120	-	\$150
S.I.T.	\$70	-	\$100
Senior Survey Technician	\$70	-	\$100
Junior Survey Technician	\$50	-	\$80
1-Person Field Crew w/Equipment**	\$115		
2-Person Field Crew w/Equipment**	\$135		
3-Person Field Crew w/Equipment**	\$150		
4-Person Field Crew w/Equipment**	\$170		

Subsurface Utility Engineering

Hourly Rate

SUE Engineer	\$160	
Sr. Utility Location Specialist	\$ 95	
Utility Location Technician	\$ 75	
1-Person Designator Crew w/Equipment	\$115	
2-Person Designator Crew w/Equipment	\$135	
2-Person Vacuum Excavator Crew w/Equipment	\$250	(Travel and Stand-by)
SUE QL-A Test Hole (0 ≤ 4 ft)***	\$900	per hole
SUE QL-A Test Hole (>4 ≤ 6 ft)***	\$1,100	per hole
SUE QL-A Test Hole (>6 ≤ 8 ft)***	\$1,310	per hole
SUE QL-A Test Hole (>8 ≤ 10ft)***	\$1,530	per hole
SUE QL-A Test Hole (>10 ≤ 12ft)***	\$1,770	per hole
SUE QL-A Test Hole (>12 ≤ 14ft)***	\$2,000	per hole

Direct Cost Reimbursables

Photocopies, Scans & PDF Files:	\$0.10/page	letter and legal size bond paper, B&W
	\$0.20/page	11" x 17" size bond paper, B&W
	\$1.00/page	letter, legal and 11" x 17" size bond paper, color
	\$2.00/page	22" x 34" and larger bond paper or vellum, B&W
	\$4.00/page	22" x 34" and larger bond paper or vellum, color
Plots:	\$1.00/page	11" x 17" size bond paper, B&W
	\$2.00/page	11" x 17" size bond paper, color
	\$4.00/page	22" x 34" and larger bond paper or vellum, B&W
	\$6.00/page	22" x 34" and larger bond paper or vellum, color
	\$6.00/page	22" x 34" and larger mylar or acetate, B&W
Mileage	\$0.50/mile	

All Subcontracted and outsourced services shall be billed at rates comparable to TNP's billing rates shown above.

* Rates shown are for calendar year 2011 and are subject to change in subsequent years.

** Equipment includes Truck, ATV, Robotic Total Station, GPS Units and Digital Level.

*** Pricing includes 2-Person crew, designating for excavation, vehicle costs, and field supplies.

Council Agenda Item: #R3

AGENDA CAPTION:

Proclamation honoring Ray Noah for service on behalf of Addison to the Dallas Area Rapid Transit Board of Directors.

FINANCIAL IMPACT:

n/a

BACKGROUND:

n/a

RECOMMENDATION:

n/a

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R4

AGENDA CAPTION:

PUBLIC HEARING Case 1645-SUP/McFadden's Restaurant and Saloon. Public hearing, discussion and consideration of approval of an ordinance providing for a change of zoning on a tract of land generally located within the Town at 4050 Belt Line Road, which tract of land is currently zoned Planned Development, Ordinance #088-036, by approving for that tract a Special Use Permit for a restaurant, a Special Use Permit for the sale of alcoholic beverages for on-premises consumption, and a Special Use Permit for a billiard parlor, on application McFadden's Restaurant and Saloon, represented by Mr. Martin T. Corboy.

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on October 19, 2011, voted to recommend approval of a Special Use Permit for a restaurant, a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, and a Special Use Permit for a billiard parlor, on application from McFadden's Restaurant and Saloon, subject to the following conditions:

-The applicant shall not use the bar", "tavern" "saloon" or any equivalent terms in exterior signs.

-Prior to a Certificate of Occupancy:

- All dead or missing shrubs and ground cover on the site shall be replaced
- The Belt Line Road landscape buffer shall be refurbished
- Carpe myrtle trees in the Belt Line Road landscape buffer shall be removed
- The existing tree lighting in the front of the building shall be removed
- The irrigation system shall be inspected to make sure the freeze and rain sensors are operational, and that the overall site is receiving 100% sprinkler coverage.

Voting Aye: Angell, Groce, Gunther, Hewitt, Wheeler,
Voting Nay: none
Absent: Doherty, Oliver

FINANCIAL IMPACT:

NA

BACKGROUND:

NA

RECOMMENDATION:

Administration recommends approval.

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

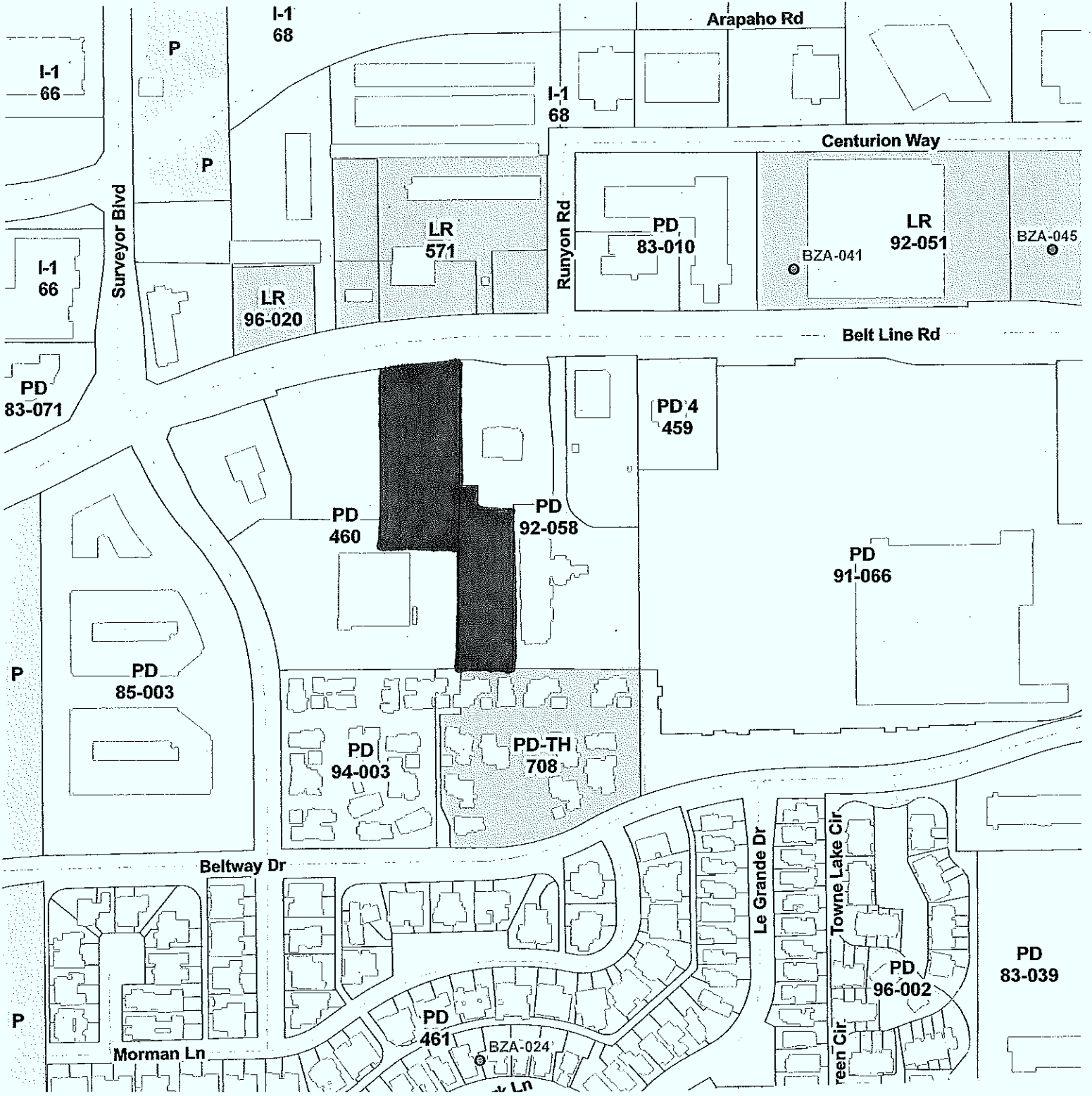
[docket map, staff report, and commission findings](#)

Type:

Backup Material

1645-SUP

PUBLIC HEARING Case 1645-SUP/McFadden's Restaurant and Saloon.
Requesting approval of a Special Use Permit for a restaurant, a Special Use Permit for the sale of alcoholic beverages for on-premises consumption, and a Special Use Permit for a billiard parlor, located at 4050 Belt Line Road on application McFadden's Restaurant and Saloon, represented by Mr. Martin T. Corboy.





October 11, 2011

STAFF REPORT

RE: Case 1645-SUP/McFadden's Restaurant and Saloon

LOCATION: 4050 Belt Line Road

REQUEST: Approval of a Special Use Permit for a restaurant, a Special Use Permit for the sale of alcoholic beverages for on-premises consumption, and a Special Use Permit for a billiard parlor,

APPLICANT: McFadden's Restaurant and Saloon, Represented by Mr. Martin Corboy of McFadden's

DISCUSSION:

Background. This restaurant was originally developed as the Mercado Juarez in August of 1988 (Ordinance 088-036). In November of 1994, Rock Bottom Restaurant and Brewery remodeled the space and opened a new restaurant, which included a brewpub (Ordinance 094-085). In May of 1995, Rock Bottom amended the plan to include an adjacent parking lot into the site (Ordinance 095-031). In 2000, Rock Bottom proposed a remodel for the restaurant. It was planning to change it to a Texas Chop House, and filed another amendment to the SUPs in place. This request was approved on December 12, 2000, through Ordinance 000-050. Although Rock Bottom never went ahead with the conversion, the approved ordinance was still valid, and the approved plan for the Texas Chop House still applied to this space. The approved floor plan and elevations are attached. Rock Bottom later decided not to pursue the remodel and later sold the restaurant to the Pappas Brothers Restaurant Company.

The Pappas Company still owns the building and in 2005 leased it to Mr. Butch Stalcup. Mr. Stalcup brought forward some changes to the approved plan for the Texas Chop House, but his request was denied by the P&Z on August 25, 2005 (Case 1503). Mr. Stalcup remodeled the restaurant in accordance with the approved Texas Chop House plans, and operated it for a time as 4050 Belt Line. He later changed the name to the Addison City Limits.

As his business declined, Mr. Stalcup offered things such as drink specials, hip hop concerts, and open sign-ups for Ultimate Fighting Championship matches (not sanctioned by the UFC organization). None of the promotions Mr. Stalcup ran involved changes to the building, but were one-night changes in operations. Those changes began to draw crowds who caused noise issues for the neighbors. The Hotel adjacent to the south parking lot frequently complained about noise in the parking lot during the early hours of the morning. Some of the customers of the restaurant began holding their own small parties in the parking lot and created noise and left trash in the lot. The Police Department worked diligently with the operator to control noise, but without much success. Ultimately, the business closed, and the building has been vacant for a couple of years.

At this point, McFadden's Restaurant and Saloon would like to lease the building and re-open it as a restaurant. McFadden's is an Irish-themed restaurant and has several locations throughout the country. McFadden's locations include: New York City, Citi Field (the New York Mets baseball stadium), Philadelphia, Nashville, Las Vegas, Chicago, and Washington, D.C. The web page for McFadden's Restaurant and Saloon can be found at mcfaddenssaloon.com. There is a separate page for each location that shows the menu and features of that particular restaurant.

Proposed Plan. This building, at 15,492 square feet, is one of the largest restaurants in Addison. McFadden's is proposing to make only minor changes to the existing floor plan that was approved for the Texas Chop House, and was later built out by Mr. Stalcup.

The approved plan for the Texas Chop House featured the brewery that had been a part of the Rock Bottom Brewery, but that facility was taken out by Mr. Stalcup. The approved plans had a separate pool room with three tables, which McFadden's is planning to keep. The kitchen will remain the same size, the restrooms will remain the same, and the dining area will be configured roughly the same as it is at present. The operators are proposing a dance floor, and will have a dj, but no live music. The Texas Chop House plan had a patio on the north side of the building, and that patio was added by Mr. Stalcup, but moved from the east end of the north façade to the center of the north façade. The applicant's plan proposes keeping the north façade patio in its present location. The operators are not planning to have music on the patio, and will install vestibules at both doors to the patio to help keep the noise on the inside of the restaurant.

Exterior Facades. The applicant is proposing to keep the facades as they are now, but will paint the building.

Parking. The Rock Bottom Brewery was very successful early in its operation, and the owners bought an additional piece of property to the south of it and added an additional parking lot. Therefore, this restaurant has ample parking. The restaurant site provides 308 parking spaces, which exceeds the parking demand of 221 spaces (1/70 ratio) by 87 spaces. It shares those spaces with the Back Nine restaurant, but the Back Nine

meets its parking demand on-site, so the parking that is shared with this restaurant is not required parking for the Back Nine. In addition, this restaurant has a shared parking arrangement with the law firm to the west and south of this site. The law firm uses the south parking lot for its office workers during the day, and customers to this restaurant can use the law firm parking lot at night.

Food Service Code. Neil Gayden wants to make the applicant aware that the food service equipment in the restaurant is deteriorated and will need to be upgraded and repaired to comply with the current requirements of the Food Service Code.

Fire Protection. Mike Mitchell notes that the Fire Code will require the applicant to have the following systems updated and re-inspected: automatic fire sprinkler system, automatic fire alarm system, and kitchen hood system. In addition, the fire lanes will need to be repainted and the vegetation cut out of the lanes.

Landscaping. Slade Strickland notes that the landscaping needs to be refurbished and the irrigation system repaired and re-inspected. Some of the current landscaping problems include: dead or missing shrubs and ground cover, trees need trimming, crape myrtles need removal, tree lighting in disrepair, lack of freeze and rain sensors and ineffective irrigation.

Signs. The applicant showed signs on the facades. The applicant should be aware that all signs must be permitted under the requirements of the Addison Sign ordinance, and cannot be approved through this process. In addition, Addison has a policy against the use of the term "bar", "tavern" "saloon" or any equivalent terms in exterior signs.

RECOMMENDATION:

The staff, including the Police Department, has visited extensively with this applicant to make sure he understands that this building is in a noise-sensitive location because it abuts the Pecan Square and Walnut Square neighborhoods on the south. The applicant has been advised that this location, which is adjacent to residential and to a hotel, experienced noise issues with the previous operator. The staff has advised the applicant that the problems are not just with music from inside the building, but also with noise generated in the parking lot by customers, particularly in the early morning hours.

In all conversations, the applicant has demonstrated a willingness to manage the noise to make sure that this operation is not a detriment to the neighborhood. The applicant asserts that McFaddens has a track record of operating in difficult environments (New York, Boston, Washington D.C.) in which there are people living above the restaurants, and he has assured the staff that he can and will manage the noise both inside the restaurant and in the parking lot.

The staff had similar concerns about noise issues when the Back Nine Restaurant opened immediately to the east of this restaurant. The Back Nine was approved by the P&Z and Council, and has been operating, with no noise issues, since January of 2010.

Based on this applicant's nation-wide portfolio of restaurants in challenging and very competitive markets, the staff believes the applicant to be a competent and experienced operator. The Town has other good operators who run thriving businesses in sensitive locations with no complaints, and believes this operator can succeed in this space while still being a good neighbor.

Staff recommends approval of the Special Use Permit for a restaurant, the Special Use Permit for the sale of alcoholic beverages for on-premises consumption, and the Special Use Permit for a billiard parlor, subject to the following conditions:

-The applicant shall not use the bar", "tavern" "saloon" or any equivalent terms in exterior signs.

-Prior to a Certificate of Occupancy:

- All dead or missing shrubs and ground cover on the site shall be replaced
- The Belt Line Road landscape buffer shall be refurbished
- Carpe myrtle trees in the Belt Line Road landscape buffer shall be removed
- The existing tree lighting in the front of the building shall be removed
- The irrigation system shall be inspected to make sure the freeze and rain sensors are operational, and that the overall site is receiving 100% sprinkler coverage.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'C Moran', written in a cursive style.

Carmen Moran
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on October 19, 2011, voted to recommend approval of a Special Use Permit for a restaurant, a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, and a Special Use Permit for a billiard parlor, on application from McFadden's Restaurant and Saloon, subject to the following conditions:

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- The existing tree lighting in the front of the building shall be removed
- The irrigation system shall be inspected to make sure the freeze and rain sensors are operational, and that the overall site is receiving 100% sprinkler coverage.

Voting Aye: Angell, Groce, Gunther, Hewitt, Wheeler,

Voting Nay: none

Absent: Doherty, Oliver

A2.1

DATE: October 14, 2000

Sheet No. 14



PROJECT NO. 0001

DALLAS CHOP HOUSE & BREWERY
4000 Ball Lane Road
Addicks, Texas

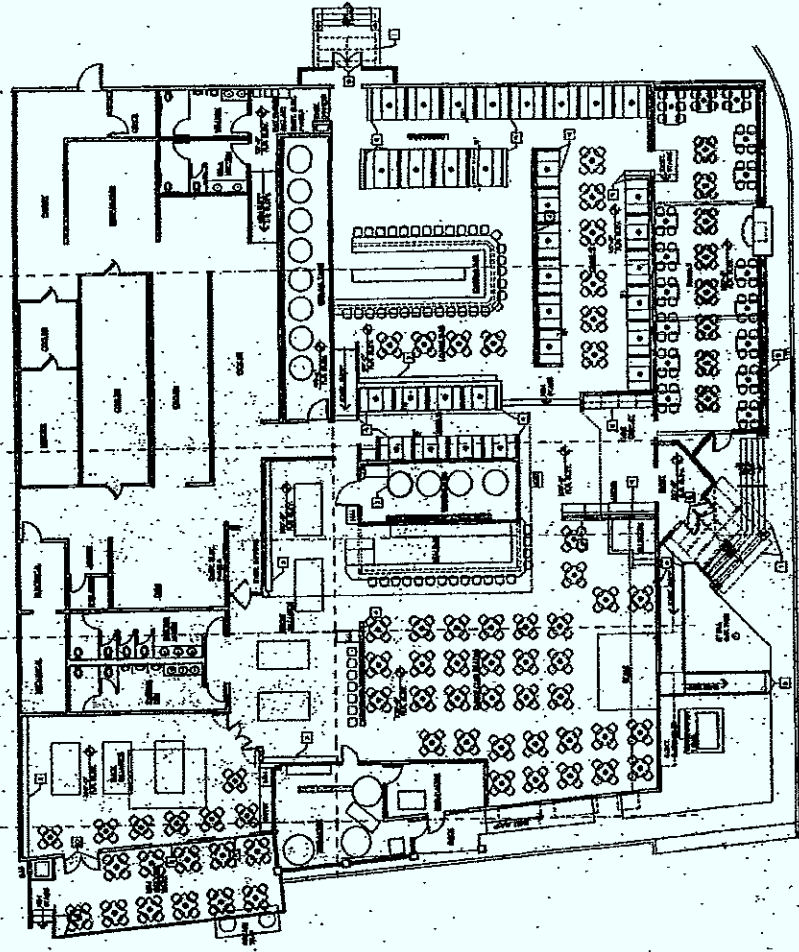


WALL TYPES

- 1. 1/2" Gypsum Board
- 2. 5/8" Gypsum Board
- 3. 1/2" Gypsum Board with Acoustic Tiles
- 4. 1/2" Gypsum Board with Acoustic Tiles and Sound Masking
- 5. 1/2" Gypsum Board with Acoustic Tiles and Sound Masking and Sound Absorption

PLAN KEY NOTES

- 1. All walls are 1/2" gypsum board.
- 2. Acoustic tiles are 1/2" thick.
- 3. Acoustic tiles are 1/2" thick with sound masking.
- 4. Acoustic tiles are 1/2" thick with sound masking and sound absorption.
- 5. Acoustic tiles are 1/2" thick with sound masking and sound absorption and sound absorption.



01 FLOOR PLAN
 1/8" = 1'-0"



DALLAS CHOP HOUSE & BREWERY
4050 Ball Line Road
Addicks, Texas



A87

ELEVATION KEYNOTES

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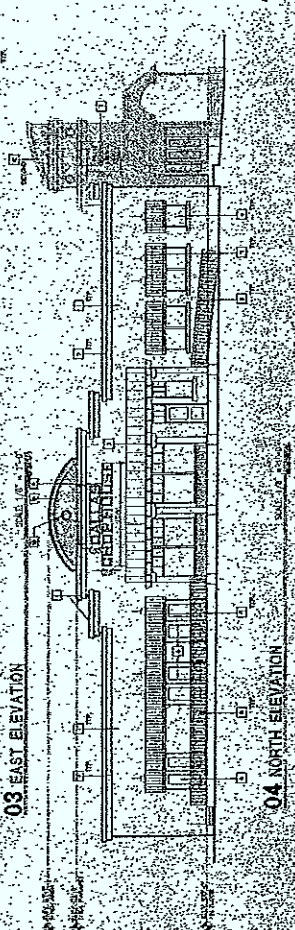
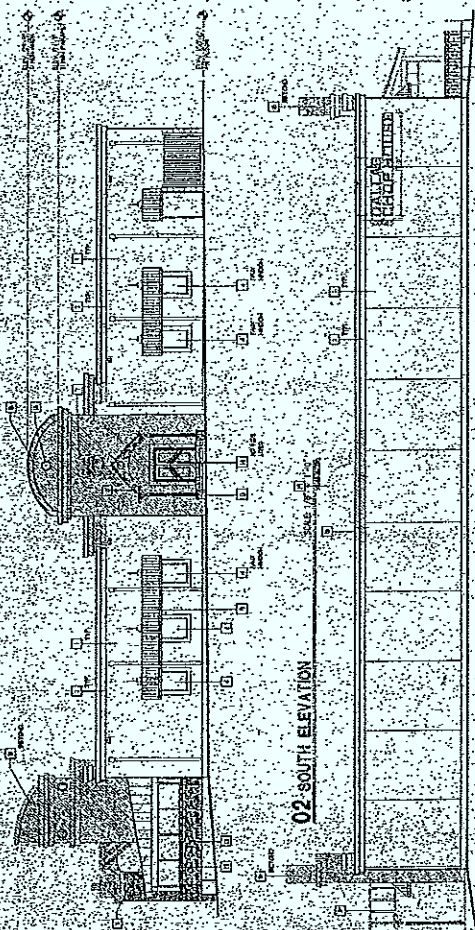
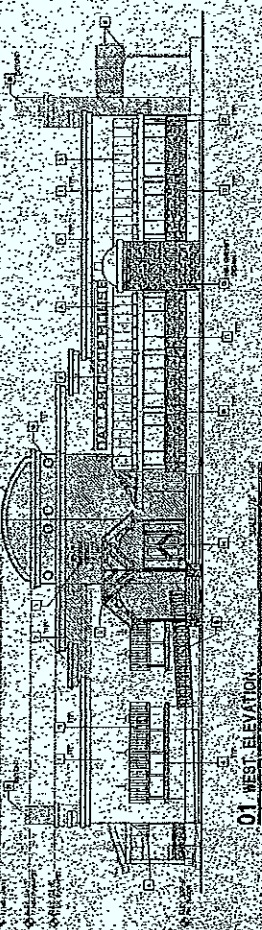
16. All elevations are shown in black ink on a white background.

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DALLAS CROP HOUSE & BREWERY
4020 WEST LIME ROAD
ADDISS, TEXAS

PROJECT NO. 2002



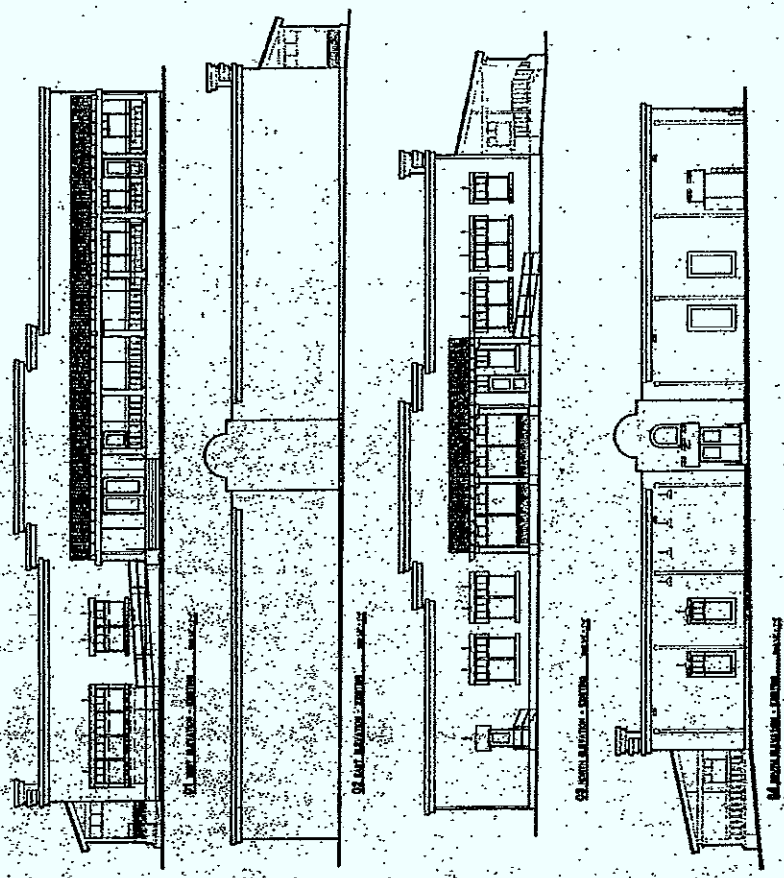
DATE: 10-18-00

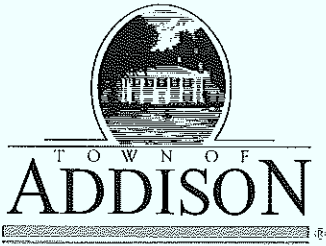
Drawn by: JH

Sheet:

A3.2

City of Dallas, Texas





ENVIRONMENTAL SERVICES
(972) 450-2821 Fax: (972) 450-2837

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

October 3, 2011

TO: Carmen Moran, Director Development Services
FROM: Neil Gayden, Environmental Services Official
RE: Zoning Case 1645 – SUP/McFaddens Restaurant and Saloon

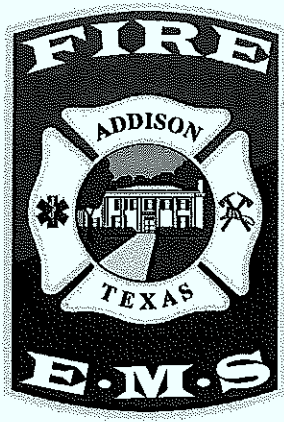
It would appear that the prospective tenant is planning little change to the building. Without knowing the current state of the kitchen, I can only assert that facility capabilities must match the proposed menu. Also, existing equipment, room finish materials and general kitchen conditions must be repaired, upgraded, refurbished, etc. if/as needed to comply with current codes.

I would be delighted to meet with the applicant at the restaurant to inspect the facility and discuss their plans towards obtaining a Certificate of Occupancy.

Respectfully submitted,

Neil Gayden, RS

Environmental Services Official



Memorandum

To: Carmen Moran, Director of Development

Cc:

From: Michel Mitchell

Date: 10-6-11

Re: 011-10-19

Carmen,

The new owners will be required to have the following systems updated and reinspected:

- The Automatic Fire Sprinkler System
- The Automatic Fire Alarm System
- The Kitchen Hood System(s)

Also, the Fire Lanes will need repainting and the vegetation cut out of the Fire Lanes.

Memorandum

Date: October 10, 2011
To: Carmen Moran
From: Slade Strickland
Subject: **McFadden's – 4050 Belt Line Road Landscaping**

The dead or missing shrubs and ground cover on the site will need to be replaced. The Belt Line Road landscape buffer needs to be refurbished by re-establishing grass or ground cover and trimming the existing trees. This area is overcrowded with crape myrtles trees that need to be removed, since they are declining due to lack of sunlight caused by the canopy trees.

The existing tree lighting in the front of the building is in disrepair, so we recommend removing them from the trees altogether.

The irrigation system will need to be inspected to make sure the freeze and rain sensors are operational, and that the overall site is receiving 100% sprinkler coverage.

Council Agenda Item: #R5

AGENDA CAPTION:

Presentation, discussion and consideration of approval to authorize the City Manager to execute an Agreement for Professional Services with Nathan D. Maier, Inc. (NDM) for additional services related to the design of certain public infrastructure (including channel improvements and other public infrastructure improvements) within that area of the Town generally known as Vitruvian Park (Vitruvian Park Public Infrastructure Phase 1C).

FINANCIAL IMPACT:

Funding established by Certificates of Obligation for Vitruvian Park (From the funds allocated for Vitruvian Park by the Master Facilities Agreement, Revised Exhibit "C1"). The Project Manager is Kent Power with R.H. Shackelford, Inc. (RHSI).

BACKGROUND:

On March 19, 2011, the Town approved an Agreement for Professional Services with NDM for engineering services associated with evaluating the existing Downstream Weir at Vitruvian Park to include conceptual solutions and cost opinions to mitigate any structural deficiencies in an amount not to exceed \$16,210.00. On June 28, 2011 the City Council approved an Agreement for Professional Services with NDM for engineering services associated with evaluating the hydraulic conditions at the upstream limits of Farmers Branch Creek in Vitruvian Park for a not to exceed amount of \$33,853.00. NDM, as part of its agreement with UDR, has also analyzed the erosion issues at the end of the limestone boulders just north of the mitigation area. The evaluation of these projects came as a result of the erosion of the underlying base of the existing Downstream Weir over the last twenty years, to an extent that the Weir's integrity is affected. The potential for failure increases with each high velocity storm. In the case of the Bella Bridge Drop Structure, the grades established for the bridge do not tie into the existing contours upstream of the Vitruvian Park development. If not improved, this area will continue to erode around the bridge footings and fill the ponds of Vitruvian Park with sediment. In each case, the situation is complicated

because work will be required within the corporate boundaries of Farmers Branch, and the land to the center of the creek is owned by adjacent property owners.

Once completed, the evaluation and recommendations were reviewed with Town staff on October 12, 2011. In each of the three projects, NDM recommended that immediate action be taken. Not only were the hydrology and hydraulic (H&H) concerns outlined above substantiated, the Corps of Engineers (USACE) is ending all 404 Permits in March 2012 and will not issue new ones until a national review of the 404 Permit process is completed, which may take as long as a year. Being able to complete these projects under the existing USACE 404 Permit, or a Maintenance Permit under the existing procedures, will expedite repairs. In order to continue progress on these items, and make the improvements necessary in a timely manner, the Town needs to develop plans and specifications so that the projects can be bid and be under construction by March 2012.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

- [Nathan D Maier Proposal](#)
- [Capital Project Breakdown](#)

Type:

- Backup Material
- Backup Material

November 1, 2011

Town of Addison
ATTN: Mr. Tom Forrest
Addison Town Hall
5300 Belt Line Road
Dallas, TX 75254

**RE: Vitruvian Park Miscellaneous Engineering
Downstream Weir Stabilization and Reconstruction
Bella Bridge Creek Erosion and Drop Structure
Creek Erosion Stabilization at Limestone Boulders**

Dear Mr. Forrest:

Nathan D. Maier Consulting Engineers, Inc. (NDM) is pleased to present this proposal to The Town of Addison (The Town) for engineering services associated with miscellaneous engineering at three different locations in and around the Vitruvian Park area. Specifically, the three areas include the existing concrete weir structure at the downstream end of the park, the area in and around Farmers Branch Creek immediately upstream of the Bella Bridge, and the creek banks immediately downstream of the limestone boulders near the Ponte Bridge.

The proposed services are further based on completing the project in a timeframe such that construction can begin prior to the expiration of the U.S. Army Corps of Engineers (USACE) Nationwide Permits (NWP) on March 18, 2012. Meeting this deadline will be dependent on timely responses on submittal reviews from the USACE and The Town during the design process. Prior to beginning design, the Town and NDM will agree on milestone dates that will meet this deadline. A detailed scope of services includes:

SCOPE OF SERVICES

The scope of services for this project is divided into three areas in and around the new Vitruvian Park and includes:

1. **Downstream Weir:** Developing engineering plans to stabilize and replace the existing weir at the downstream end of the project. The plans will be developed for construction in two phases:

Phase I: Includes engineering and plan development to only stabilize the weir structure as described as the "*Weir Stability Remediation*" option in the NDM-developed *Technical Memorandum* dated October 12, 2011.

Phase II: Includes engineering and plan development to construct a drop structure immediately downstream of the existing weir as described as the “*Erosion Control Remediation Alternative 2*” in the NDM-developed Technical Memorandum dated October 12, 2011. This alternative is the recommended alternative by NDM and the one selected by The Town in the discussion meeting following the review of the technical memorandum.

2. **Bella Bridge Drop Structure:** Developing engineering plans to mitigate the creek bottom erosion by constructing a drop structure across Farmers Branch Creek immediately upstream (or underneath) of the Bella Bridge. NDM will also provide engineering plans to mitigate the slope erosion and protect the bridge ends in this area. However, NDM is already under contract for these services under a separate scope and will complete these services in concert with this scope.
3. **Creek Erosion Stabilization at Limestone Boulders:** Developing engineering plans to mitigate the slope erosion immediately downstream of the limestone boulders near the Ponte Bridge.

I. DOWNSTREAM WEIR:

The Town of Addison has requested that NDM separate this work in two phases based on possible funding restrictions The Town may have for construction. Specific tasks associated with the downstream weir include:

Phase I Tasks:

1. Coordination with The Town.
2. Coordination with the City of Farmers Branch on project impacts. This scope assumes a letter submittal to the City of Farmers Branch related to hydraulic impacts of the project.
3. Coordination with the USACE on required permitting and submittal to the USACE. Based on discussions with the USACE as discussed in the Technical Memorandum, it is assumed that this project will be developed under a separate NWP. Therefore, tasks associated with this submittal include:
 - a. Submit initial request to Mr. Stan Walker (USACE Project Manager for the Vitruvian Park project) to have him assigned as the USACE Project Manager.
 - b. Meeting with Mr. Walker to address scope of project.
 - c. Delineation of jurisdictional waters and submittal of information to the USACE for review and approval.



- d. Prepare information for a submittal for a NWP 3 – Maintenance to Mr. Walker. Develop the submittal to allow for potential phased construction of the project.
 - e. Coordinate with Mr. Walker on potential impacts to Cultural Resources and Threatened and Endangered Species. This scope assumes that these issues addressed by the USACE and no submittals are required by NDM.
4. Plan development to include intermediate stabilization of the existing structure, construction access, erosion control, and necessary details to construct the work. Perform analysis of hydraulic impacts of the proposed project.
 5. Technical specifications.
 6. Opinion of Probable Construction Cost.
 7. Bidding documents.
 8. Construction services as outlined later in this proposal.

Phase II Tasks:

1. Coordination with The Town.
2. Coordination with the USACE. The permit for this work will already be in place as a part of the Phase I work. Therefore, coordination with the USACE will be minimal for this phase and no additional submittals are anticipated.
3. Plan development to include construction of a new drop structure immediately downstream of the existing weir, construction access, erosion control, and necessary details to construct the work.
4. Technical specifications.
5. Opinion of Probable Construction Cost.
6. Bidding documents.
7. Construction services as outlined later in this proposal.

This scope excludes boundary work to determine the exact property line / city limit. This scope assumes that improvements will not be made any further downstream than the location of the existing grouted rock riprap.

The Town can elect to combine Phase I and Phase II engineering services (and construction) at the same time if funding allows. Regardless, in order to meet the impending NWP deadlines, construction of at least Phase I must begin no later than March 18, 2012 and construction of both phases must be completed no later than March 18, 2013.

II. BELLA BRIDGE DROP STRUCTURE:

The scope of services for this work will be in concert with the engineering services NDM is already under contract to perform which is to armor the creek slopes and bridge ends immediately upstream of the Bella Bridge. The tasks under this work include:

1. Coordination with The Town and UDR.
2. Coordination with the City of Farmers Branch on project impacts. This scope assumes a letter submittal to the City of Farmers Branch related to hydraulic impacts of the project.
3. Coordination with the USACE and make appropriate submittals. The work in this area may fall under the existing permit that is still in place for the park construction. This scope of services assumes that the work can be authorized under the existing NWP 39 permit. Based on initial conversations with the USACE, this may fall under the existing permit if the proposed work impacts less than 0.10 AC of jurisdictional waters as defined in the original determination submittal. Tasks for this work include:
 - a. NDM may need to be authorized as the agent for the revisions to the Permit. If so, this scope assumes the holder of the permit grants authorization.
 - b. Review previous jurisdictional determination and identify the project impacts.
 - c. Meet with USACE to address and confirm approach.
 - d. Submit information related to the additional impacts of the project to USACE.
4. Plan development to include construction of a new drop structure immediately upstream or underneath the Bella Bridge, construction access, erosion control, and necessary details to construct the work. Perform hydraulic analyses for the proposed project.
5. Preparation of easement documents (one on each side of the creek) for future maintenance access.
6. Technical specifications.
7. Opinion of Probable Construction Cost.
8. Bidding documents.

9. Construction services as outlined later in this proposal.
10. Submit hydraulic data to ICON (Vitruvian Park Engineer of Record) and provide coordination for incorporation of improvement impacts into final LOMR for the project.

III. CREEK EROSION STABILIZATION AT LIMESTONE BOULDERS

The scope of services for this work includes engineering services to stabilize the creek slopes immediately downstream of the limestone boulders. It is assumed additional limestone boulders or reuse of the same onsite boulders will be utilized. The tasks under this work include:

1. Coordination with The Town and UDR.
2. Coordination with the landscape architect for the park project.
3. Coordination with the USACE and make appropriate submittals. The work in this area may fall under the existing permit that is still in place for the park construction. This scope of services assumes that the work can be authorized under the existing NWP 39 permit. Based on initial conversations with the USACE, this may be addressed as a change to the Mitigation Plan. Tasks for this work include:
 - a. NDM may need to be authorized as the agent for the revisions to the Permit. If so, this scope assumes the holder of the permit grants authorization.
 - b. Review previous jurisdictional determination and mitigation plan and identify the project impacts to these documents.
 - c. Meet with USACE to address and confirm approach.
 - d. Submit information related to the additional impacts of the project to USACE.
4. Plan development to include layout and grading for extension of the existing limestone boulders to allow transition to existing streambanks. This will include construction access, erosion control, and necessary details to construct the work.
5. Technical specifications.
6. Opinion of Probable Construction Cost.
7. Bidding documents.
8. Construction services as outlined later in this proposal.



IV. CONSTRUCTION SERVICES

NDM will provide construction services for the work described above. Tasks under these services assume a maximum of two phases (one for the intermediate weir stabilization and one for all other work). These services include:

1. Attendance at a prebid meeting (maximum of 2).
2. Assembly and distribution of any addenda (maximum of 2).
3. Attendance at a preconstruction meeting (maximum of 2).
4. Review of technical and material submittals (excludes pay application review).
5. A total of two (2) site visits during construction of the intermediate stabilization of the downstream drop structure.
6. A total of ten (10) additional visits for the remainder of the work.
7. Development of record drawings.

V. COMPENSATION

NDM will perform these services for a lump sum fee. The Town can indicate below by marking the appropriate box which services they choose by selecting from the following breakdown:

ENGINEERING SERVICES	FEE	SELECT
1. Downstream Weir Phase I only:	\$34,375.00	<input type="checkbox"/>
2. Downstream Weir Phase I and Phase II:	\$45,845.00	<input type="checkbox"/>
3. Bella Bridge Drop Structure:	\$42,465.00	<input type="checkbox"/>
4. Creek Erosion Stabilization at Limestone Boulders	\$20,035.00	<input type="checkbox"/>
5. Construction Services	\$9,960.00	<input type="checkbox"/>
TOTAL FOR ALL SERVICES TOGETHER	\$118,305.00	<input type="checkbox"/>

A manhour breakdown of these services is shown in the following table for reference:



NO. OF SHEETS	DESCRIPTION	TOTAL MAN HOURS	LABOR BASE TOTAL \$	
	Downstream Weir Phase I			
	Structural Design and Temporary Construction Stability	52	\$7,460.00	
	Plan Development and Specifications	52	\$4,800.00	
	H&H / Permitting	156	\$20,700.00	
	Bidding Documents and Cost Opinion	12	\$1,315.00	
				\$34,275.00
	Downstream Weir Phase II			
	Structural Design	28	\$3,710.00	
	Plan Development and Specifications	64	\$5,310.00	
	Bidding Documents and Cost Opinion	10	\$1,160.00	
	Coordination (1 meetings)	6	\$990.00	
		0	\$0.00	
				\$11,170.00
	Bella Bridge Drop Structure			
	Structural Design	37	\$4,495.00	
	Plan Details and Specifications	50	\$3,770.00	
	Bidding Documents and Cost Opinion	10	\$1,160.00	
	Coordination (1 meeting)	4	\$800.00	
	H&H / Permitting	192	\$26,850.00	
	Easement Exhibits/Descriptions and	57	\$5,090.00	
		0	\$0.00	
				\$42,165.00
	Limestone Boulders			
	Plan Details and Specifications	24	\$2,840.00	
	Bidding Documents and Cost Opinion	6	\$780.00	
	Coordination (1 meeting)	4	\$800.00	
	H&H / Permitting	97	\$15,515.00	
		0	\$0.00	
				\$19,935.00
	CONSTRUCTION MANAGEMENT AND ADMIN.			
	Attend Prebid	4	\$590.00	
	Assemble Addenda	7	\$700.00	
	12 site visits @ (\$295 each)	24	\$3,540.00	
	submittal review	12	\$2,400.00	

445 Total Hours for H&H/Permitting - Seem awfully high, in fact it is the equivalent of 1 man 40 hrs per wk for 11 weeks !

Structural Design, Plan Development and Specifications, Bidding Documents and Cost Opinion

Too many hours for Plan Development and Specifications. If we do Phase II it will be with Phase 1 so additional hours will be minimum (less than 10 hrs I would guess)

CONSTRUCTION MANAGEMENT AND ADMIN. Attend Prebid, Assemble Addenda, 12 site visits @ (\$295 each), submittal review

We should add this on an "as needed basis" - only use what is required....



record drawings	24	\$2,140.00	
Attend Precon	4	\$590.00	\$9,960.00
<hr/>			
TOTAL MANHOURS:	936	\$117,505.00	\$117,505.00
<hr/>			
TOTAL LABOR			\$117,505.00
<hr/>			
REIMBURSABLES			
Printing & Plotting			\$500.00
Mileage			\$200.00
Courier			\$100.00
TOTAL REIMBURSABLES			\$800.00
<hr/>			
LABOR BILLING RATES			
LABOR COST		TOTAL FEE	\$118,305.00

Invoices will be submitted monthly on or around the first of each month for services rendered and for reimbursable expenses incurred. Invoices for services are due within thirty (30) days of receipt.

Reimbursable expenses, if any, including mileage, reproduction, and delivery costs will be billed as shown in the above table.

ADDITIONAL SERVICES

Any services not specifically named in the Scope of Services shall be considered Additional Services. Additional Services required from NDM that may arise and are not outlined above shall be performed on an hourly basis according to the attached "Schedule of Fees and Charges".

TERMINATION OF SERVICES

In connection with the services to be provided to you by NDM, we agree that you may cancel or indefinitely suspend further work or terminate this agreement, or any portion of it, upon written notice of thirty (30) days to NDM, with the understanding that immediately upon receipt of such notice, all work being performed under this proposal or any portion of it shall cease. Before the end of such thirty day period, NDM shall provide an invoice for all work completed and shall be compensated in accordance for all work accomplished by us prior to the receipt of such notice.



GOVERNING LAW

The law of the State of Texas shall govern this agreement. The venue for any disputes arising from services provided under this contract shall be Dallas County, Texas.

ACCEPTANCE

If you have any questions or comments, please give me a call. We appreciate this opportunity to submit this proposal to you and look forward to this project. If you are in agreement with the contents of this proposal, please return one signed copy to our office.

Sincerely,

NATHAN D. MAIER
CONSULTING ENGINEERS, INC.



Brian J. LaFoy, P.E.
Vice President

This proposal is accepted:

By: _____

Date: _____

Title: _____



ATTACHMENT "A"

NATHAN D. MAIER CONSULTING ENGINEERS, INC

SCHEDULE OF FEES AND CHARGES

The following Schedule of Fees and Charges shall be modified on January 1, 2012.

Principal	\$115.00 - \$215.00 / hour
Expert Testimony (Trial and Depositions)	\$350.00 - \$500.00 / hour
Expert Testimony (Preparation Work)	\$250.00 - \$350.00 / hour
Registered Engineer	\$85.00 - \$215.00 / hour
Registered Surveyor	\$85.00 - \$140.00 / hour
Engineer-in-training	\$75.00 - \$95.00 / hour
Senior Designers	\$70.00 - \$105.00 / hour
Technician	\$60.00 - \$87.00 / hour
Drafter	\$45.00 - \$70.00 / hour
Field Party	\$145.00 / hour
Secretarial/Word Processing	\$59.00 / hour
Construction Manager	\$100.00 - \$190.00/ hour
Construction Inspector	\$70.00 - \$95.00 / hour
Emergency Services	\$150.00 - \$225.00 / hour

Reimbursables

1. Direct costs, such as reproductions, equipment rental, delivery services, travel expenses, or subcontractor services will be billed at actual cost plus 15%.
2. Unless otherwise stated, statements will be submitted monthly for charges incurred during the month and payments will be due within thirty (30) days following receipt of the statements.

Effective January 1, 2011

2008 Capital Project Report through 09/30/11 (preliminary)

Summary by Project:	Vitruvian Development 83100	Addison Road 84301	Spring Valley Project 03300	Elevated Storage Tank 84600	Unallocated Revenue & Expenditures 00000	Total Issuance
Proceeds from Issuance	\$ 23,278,000	\$ 6,222,000	\$ -	\$ 5,000,000	\$ 15,254	\$ 34,515,254
Project to Date Revenues Received:						
Intergovernmental (Dallas County)	500,000	-	-	-	-	500,000
Intergovernmental (DISD)	-	-	1,326,958	-	-	1,326,958
Intergovernmental (SECO)	-	-	-	82,227	-	82,227
Interest Income	-	-	-	-	1,048,848	1,048,848
Developer Contributions (DISD)	-	-	58,680	-	-	58,680
Developer Contributions (UDR)	2,115,472	-	-	-	-	2,115,472
Reimbursement of Expenditures (AT&T)	372,364	-	-	-	-	372,364
Other Income	5,625	-	1,742	-	-	7,367
Total Revenues Received	2,993,461	-	1,387,380	82,227	1,048,848	5,511,915
Project to Date Expenditures Paid:						
Engineering & Architectural	4,435,594	-	258,971	710,741	1,000	5,406,306
Legal Fees	41,626	-	83,985	-	-	125,611
Construction & Capital Outlay	20,038,703	24,700	2,796,694	2,308,228	1,440	25,169,764
Land Purchase	-	843,287	1,209,090	-	29,862	2,082,238
Other Expenditures	614,938	-	74,563	70	54,601	744,173
Total Expenditures Paid	25,130,860	867,987	4,423,303	3,019,040	86,903	33,528,092
Adjusted Allocations	-	(3,000,000)	3,000,000	-	-	-
Proposed Allocation Adjustment	-	(1,020,000)	-	1,020,000	-	-
Net Project to Date	\$ 1,140,601	\$ 1,334,013	\$ (35,923)	\$ 3,083,187	\$ 977,199	\$ 6,499,076
Receivables:						
Dallas County	1,200,000	-	100,000	-	-	1,300,000
NCTCOG - Sustainable Dev Grant	1,094,872	-	807,476	-	-	1,902,348
SECO - Renewable Energy Grant	-	-	-	472,400	-	472,400
UDR	-	-	150,000	-	-	150,000
Total Receivables	2,294,872	-	1,057,476	472,400	-	3,824,748
Payables:						
Austin Bridge & Road	(261,787)	-	-	-	-	(261,787)
C. Miller Drilling	(95,000)	-	-	-	-	(95,000)
CPS Civil	(81,262)	-	-	-	-	(81,262)
Freese-Nichols	-	-	-	(139,509)	-	(139,509)
Halff Associates	(3,507)	-	-	-	-	(3,507)
Icon	(53,467)	-	-	-	-	(53,467)
Kimley-Horn	-	-	-	(982)	-	(982)
Kleinfelder	(186,233)	-	-	-	-	(186,233)
Landmark Structures Mgmt	-	-	-	(3,396,672)	-	(3,396,672)
Nathan Maier	(30,987)	-	-	-	-	(30,987)
North Texas Contracting	(1,392,707)	-	(137,707)	-	-	(1,530,414)
R.H. Shackelford	(24,835)	-	(2,986)	(10,561)	-	(38,382)
TBG Partners	(640)	-	-	-	-	(640)
Terracon	-	-	2,203	(6,373)	-	(4,171)
UDR	(108,798)	-	-	-	-	(108,798)
Total Payables	(2,239,223)	-	(138,490)	(3,554,096)	-	(5,931,810)
Projected Ending Balance	\$ 1,196,250	\$ 1,334,013	\$ 883,062	\$ 1,491	\$ 977,199	\$ 4,392,015

Construction Contract:

Vitruvian 1A - Tri Dal Celina	336,917
Vitruvian 1B - North Texas Contracting	5,638,269
Vitruvian 1C - North Texas Contracting	9,149,592
Vitruvian 1D - Austin Bridge & Road	4,648,744
Vitruvian 1E - North Texas Contracting	1,071,529
Vitruvian 2 - CPS Civil	748,712
	<u>21,593,761</u>

Spring Valley - North Texas Contracting
Elevated Storage Tank - Landmark Structures

2,560,151

5,704,900

2008 Capital Project Report through 09/30/11 (preliminary)

Fund 49 Activity Summary:	Vitruvian Development 83100	Addison Road 84301	Spring Valley Project 03300	Unallocated Revenue & Expenditures 00000	Total Fund 49
Proceeds from Issuance	22,000,000	6,222,000	-	-	28,222,000
Project to Date Revenues:					
Interest Income	-	-	-	1,048,848	1,048,848
Developer Contributions	2,115,472	-	-	-	2,115,472
Reimbursement of Expenditures	372,364	-	-	-	372,364
Other Income	5,625	-	1,742	-	7,367
Total Revenues	2,493,461	-	1,742	1,048,848	3,544,051
Project to Date Expenditures:					
Engineering & Architectural	4,237,865	-	258,971	1,000	4,497,836
Legal Fees	41,626	-	83,985	-	125,611
Construction & Capital Outlay	18,879,986	24,700	2,644,215	1,440	21,550,341
Land Purchase	-	843,287	1,209,090	29,862	2,082,238
Other Expenditures	614,938	-	74,563	54,601	744,103
Total Expenditures	23,774,415	867,987	4,270,825	86,903	29,000,129
Adjusted Allocations	-	(3,000,000)	3,000,000	-	-
Net Project to Date	719,046	2,354,013	(1,269,082)	961,945	2,765,922

Fund 61 Activity Summary:	Vitruvian Development 83100	Elevated Storage Tank 84600	Spring Valley Project 03300	Unallocated Revenue & Expenditures 00000	Total Fund 61
Proceeds from Issuance	1,278,000	5,000,000	-	15,254	6,293,254
Project to Date Revenues:					
Intergovernmental	-	-	14,000	-	14,000
Interest Income	-	-	-	-	-
Developer Contributions	-	-	58,680	-	58,680
Reimbursement of Expenditures	-	-	-	-	-
Other Income	-	-	-	-	-
Total Revenues	-	-	72,680	-	72,680
Project to Date Expenditures:					
Engineering & Architectural	197,728	628,515	-	-	826,243
Legal Fees	-	-	-	-	-
Construction & Capital Outlay	1,389,391	2,429,714	279,976	-	4,099,081
Other Expenditures	-	70	-	-	70
Total Expenditures	1,587,120	3,058,299	279,976	-	4,925,394
Adjusted Allocations	-	-	-	-	-
Net Project to Date	(309,120)	1,941,701	(207,296)	15,254	1,440,539

2008 Capital Project Report through 09/30/11 (preliminary)

Fund 85 Activity Summary:	Vitruvian Development 83100	Elevated Storage Tank 84600	Spring Valley Project 03300	Unallocated Revenue & Expenditures 00000	Total Fund 85
Proceeds from Issuance	-	-	-	-	-
Project to Date Revenues:					
Intergovernmental	-	-	1,312,958	-	1,312,958
Interest Income	-	-	-	-	-
Developer Contributions	-	-	-	-	-
Reimbursement of Expenditures	-	-	-	-	-
Other Income	-	-	-	-	-
Total Revenues	-	-	1,312,958	-	1,312,958
Project to Date Expenditures:					
Engineering & Architectural	-	-	-	-	-
Legal Fees	-	-	-	-	-
Construction & Capital Outlay	-	-	-	-	-
Other Expenditures	-	-	-	-	-
Total Expenditures	-	-	-	-	-
Adjusted Allocations	-	-	-	-	-
Net Project to Date	-	-	1,312,958	-	1,312,958

2008 Capital Project Report through 09/30/11 (preliminary)

Fund 86 Activity Summary:	Vitruvian Development 83100	Elevated Storage Tank 84600	Spring Valley Project 03300	Unallocated Revenue & Expenditures 00000	Total Fund 86
Proceeds from Issuance	-	-	-	-	-
Project to Date Revenues:					
Intergovernmental	500,000	-	-	-	500,000
Interest Income	-	-	-	-	-
Developer Contributions	-	-	-	-	-
Reimbursement of Expenditures	-	-	-	-	-
Other Income	-	-	-	-	-
Total Revenues	<u>500,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>500,000</u>
Project to Date Expenditures:					
Engineering & Architectural	-	-	-	-	-
Legal Fees	-	-	-	-	-
Construction & Capital Outlay	500,000	-	-	-	500,000
Other Expenditures	-	-	-	-	-
Total Expenditures	<u>500,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>500,000</u>
Adjusted Allocations	-	-	-	-	-
Net Project to Date	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>

Fund 87 Activity Summary:	Vitruvian Development 83100	Elevated Storage Tank 84600	Spring Valley Project 03300	Unallocated Revenue & Expenditures 00000	Total Fund 87
Proceeds from Issuance	-	-	-	-	-
Project to Date Revenues:					
Intergovernmental	-	82,227	-	-	82,227
Interest Income	-	-	-	-	-
Developer Contributions	-	-	-	-	-
Reimbursement of Expenditures	-	-	-	-	-
Other Income	-	-	-	-	-
Total Revenues	<u>-</u>	<u>82,227</u>	<u>-</u>	<u>-</u>	<u>82,227</u>
Project to Date Expenditures:					
Engineering & Architectural	-	82,227	-	-	82,227
Legal Fees	-	-	-	-	-
Construction & Capital Outlay	-	-	-	-	-
Other Expenditures	-	-	-	-	-
Total Expenditures	<u>-</u>	<u>82,227</u>	<u>-</u>	<u>-</u>	<u>82,227</u>
Adjusted Allocations	-	-	-	-	-
Net Project to Date	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>

Vitruvian Park - 83100

Beginning Balance - Fund 49 22,000,000

FY 2008 Interest & Other Income -

49-000-51110-83100 SALARIES-VITRUVIAN PARK INFRASTRUCTURE

08/15/08	119.04	PAYROLL FOR 081508
09/12/08	178.56	PAYROLL FOR 091208
09/26/08	148.80	PAYROLL FOR 092608
09/30/08	174.59	PAYROLL FOR 101008
	<u>620.99</u>	

49-000-56570-83100 ENGINEERING/ARCHITECTURAL SERV

07/02/08	48,247.20	DUNNE ENGINEERING, INC.
07/24/08	149,090.85	DUNNE ENGINEERING, INC.
07/25/08	(22,200.00)	R/C capital exp to fund 61
07/25/08	(21,400.00)	R/C capital exp to fund 61
08/28/08	168,003.20	DUNNE ENGINEERING, INC.
09/18/08	133,289.10	DUNNE ENGINEERING, INC.
	<u>455,030.35</u>	

FY 2008 Expenditures (455,651)

Budget Amendments -

9/30/2008 Balance - Fund 49 21,544,349

Vitruvian Park - 83100

9/30/2008 Balance - Fund 49

21,544,349

49-000-48510-83100 MISCELLANEOUS INCOME

03/19/09	(125.00)	VITRUVIAN PLANS
03/19/09	(125.00)	VITRUVIAN PLANS
03/19/09	(125.00)	VITRUVIAN PARK PLANS
03/19/09	(125.00)	VITRUVIAN PARK PLANS
03/19/09	(125.00)	VITRUVIAN PARK PLANS
03/25/09	300.00	LIZ OLIPHANT & ASSOC, INC
03/30/09	(125.00)	VITRUVIAN PLANS
03/30/09	(125.00)	VITRUVIAN PARK PLANS
03/30/09	(125.00)	VITRUVIAN PARK PLANS
03/30/09	(125.00)	VITRUVIAN PARK PLANS
03/30/09	(125.00)	VITRUVIAN PARK PLANS
03/30/09	(125.00)	VITRUVIAN PARK PLANS
03/31/09	(250.00)	2 VITRUVIAN PARKS PLANS
04/07/09	(125.00)	VITRUVIAN PARK PLANS
04/07/09	(125.00)	VITRUVIAN PARK PLANS
04/07/09	(125.00)	VITRUVIAN PARK PLANS
06/15/09	(250.00)	2 SETS VITRUVIAN PLANS
06/15/09	(125.00)	VITRUVIAN PLAN
06/15/09	(125.00)	VITRUVIAN PARK PLANS
06/15/09	(125.00)	VITRUVIAN PARK PLANS
06/17/09	(125.00)	VITRUVIAN PLANS
06/26/09	(125.00)	VITRUVIAN PARK PLANS
06/26/09	(125.00)	VITRUVIAN PARK PLANS
	<u>(2,700.00)</u>	

FY 2009 Interest & Other Income

2,700

49-000-51110-83100 SALARIES-VITRUVIAN PARK INFRASTRUCTURE

10/10/08	47.62	PAYROLL FOR 101008
11/07/08	39.11	PAYROLL FOR 110708
	<u>86.73</u>	

49-000-52010-83100 OFFICE SUPPLIES-VITRUVIAN PARK

03/25/09	526.08	GILL REPROGRAPHICS, INC
04/01/09	510.48	GILL REPROGRAPHICS, INC
04/23/09	255.24	GILL REPROGRAPHICS, INC
05/20/09	40.00	DALLAS COUNTY CLERKS OFFICE
05/20/09	36.00	DALLAS COUNTY CLERKS OFFICE
05/20/09	36.00	DALLAS COUNTY CLERKS OFFICE
05/20/09	44.00	DALLAS COUNTY CLERKS OFFICE
05/20/09	40.00	DALLAS COUNTY CLERKS OFFICE
06/01/09	32.00	DALLAS COUNTY CLERKS OFFICE
06/01/09	28.00	DALLAS COUNTY CLERKS OFFICE
07/09/09	100.50	GILL REPROGRAPHICS, INC
07/21/09	50.00	COURIERS & FREIGHT, INC
	<u>1,698.30</u>	

49-000-56040-83100 PROFESSIONAL SERVICES-VITRUVIAN

06/16/09	42.00	COURIERS & FREIGHT, INC
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49-000-56510-83100 AUDIT & LEGAL SERVICES-VITRUVIAN PARK

01/12/09	1,352.00	COWLES & THOMPSON
02/16/09	546.00	COWLES & THOMPSON
08/10/09	1,703.00	COWLES & THOMPSON
09/08/09	1,820.00	COWLES & THOMPSON
09/27/09	39.00	COWLES & THOMPSON
09/30/09	286.00	COWLES & THOMPSON
	<u>5,746.00</u>	

49-000-56570-83100 ENGINEERING/ARCHITECTURAL SERV

10/30/08	129,063.43	DUNNE ENGINEERING, INC.
11/13/08	325.00	TEXAS COMMISSION ON ENVIRONMEN
11/20/08	96,656.74	DUNNE ENGINEERING, INC.
12/18/08	148,164.18	DUNNE ENGINEERING, INC.
01/15/09	76,559.98	DUNNE ENGINEERING, INC.
02/11/09	2,795.84	UDR, INC.
02/11/09	4,615.45	UDR, INC.
03/05/09	70,475.20	DUNNE ENGINEERING, INC.
03/12/09	12,527.00	BADGER DAYLIGHTING CORP
04/01/09	58,740.30	DUNNE ENGINEERING, INC.
04/01/09	560.00	UDR, INC.
04/17/09	2,100.00	LEE ENGINEERING
04/17/09	2,592.00	NATHAN D MAIER CONSULTING ENGI
05/05/09	2,100.00	LEE ENGINEERING
05/13/09	93,173.76	DUNNE ENGINEERING, INC.
06/04/09	106,918.09	DUNNE ENGINEERING, INC.
06/04/09	2,100.00	LEE ENGINEERING
07/30/09	174,064.57	DUNNE ENGINEERING, INC.
07/30/09	31,173.64	DUNNE ENGINEERING, INC.
08/20/09	12,794.42	DUNNE ENGINEERING, INC.
09/30/09	37,728.20	DUNNE ENGINEERING, INC.
09/30/09	46,229.74	UDR, INC.
	<u>1,111,457.54</u>	

49-000-58210-83100 STREETS AND ALLEYS-VITRUVIAN

01/02/09	38,831.13	TRI DAL CELINA, LTD
01/15/09	64,103.53	TRI DAL CELINA, LTD
03/25/09	4,532.60	KLEINFELDER
04/01/09	7,000.00	TRI DAL CELINA, LTD
06/05/09	325.00	TEXAS COMMISSION ON ENVIRONMEN
06/05/09	131,590.00	NORTH TEXAS CONTRACTING, INC.
06/05/09	158.75	lunch for vitruvian park me
07/30/09	476,696.00	NORTH TEXAS CONTRACTING, INC.
08/13/09	552,748.00	NORTH TEXAS CONTRACTING, INC.
08/20/09	34,834.25	KLEINFELDER
09/30/09	10,994.00	KLEINFELDER
09/30/09	11,227.50	KLEINFELDER
09/30/09	209,932.00	NORTH TEXAS CONTRACTING, INC.
	<u>1,542,972.76</u>	

FY 2009 Expenditures	<u>(2,662,003)</u>
Budget Amendments	-
9/30/2009 Balance - Fund 49	<u>18,885,045</u>

49-000-48510-83100 MISCELLANEOUS INCOME

11/05/09	(250.00)	VITRUVIAN PLANS
11/05/09	(250.00)	VITRUVIAN PARK PLANS
11/05/09	(250.00)	VITRUVIAN PARK PLACE
11/12/09	(250.00)	VITRUVIAN PLANS
11/12/09	(250.00)	VITRUVIAN PLANS
11/19/09	(250.00)	VITRUVIAN PARK PLANS
11/19/09	(250.00)	VITRUVIAN PARK PLANS
11/25/09	(250.00)	VITRUVIAN PARK PLANS
05/07/10	(125.00)	VITRUVIAN PLANS
05/07/10	(125.00)	VITRUVIAN PLANS
05/07/10	(125.00)	VITRUVIAN PLANS
05/07/10	(125.00)	VITRUVIAN PLANS
05/07/10	(125.00)	VITRUVIAN PLANS
	<u>(2,625.00)</u>	

49-000-48710-83100 REIMBURSEMENT OF EXPENDITURES

02/16/10	(40,531.75)	INV VITRUVIAN1
04/06/10	(220,955.75)	VITRUVIAN 2
09/21/10	(54,482.50)	VITRUVIAN 3
	<u>(315,970.00)</u>	

49-000-48711-83100 DEVELOPER CONTRIBUTIONS

04/22/10	(750,000.00)	PER 1ST AMEND.M.F.A-RESV.\$150K
07/01/10	(1,046,676.24)	UDR CONTRIBUTION
	<u>(1,796,676.24)</u>	

FY 2010 Interest & Other Income

2,115,271

49-000-52010-83100 OFFICE SUPPLIES-VITRUVIAN PARK

11/19/09	555.15	GILL REPROGRAPHICS, INC
11/19/09	19.00	COURIERS & FREIGHT, INC
12/03/09	362.88	GILL REPROGRAPHICS, INC
	<u>937.03</u>	

49-000-56040-83100 PROFESSIONAL SERVICES-VITRUVIAN

05/12/10	290.40	GILL REPROGRAPHICS, INC
09/30/10	52,079.82	UDR, INC.
09/30/10	28,372.14	UDR, INC.
	<u>80,742.36</u>	

49-000-56510-83100 AUDIT & LEGAL SERVICES-VITRUVIAN PARK

12/23/09	65.00	COWLES & THOMPSON
03/09/10	2,015.00	COWLES & THOMPSON
04/13/10	3,510.00	COWLES & THOMPSON
04/29/10	3,081.00	COWLES & THOMPSON
06/04/10	728.00	COWLES & THOMPSON
09/13/10	819.00	COWLES & THOMPSON
09/28/10	975.00	COWLES & THOMPSON
09/30/10	650.00	COWLES SEPT INV ACCRUAL
	<u>11,843.00</u>	

49-000-56570-83100 ENGINEERING/ARCHITECTURAL SERV

10/29/09	202.25	TEXAS COMMISSION ON ENVIRONMEN
10/29/09	12,827.94	HNTB CORPORATION
11/12/09	2,624.24	LOONEY RICKS KISS ARCHITECTS,
11/12/09	5,194.50	KLEINFELDER
11/19/09	1,464.00	NATHAN D MAIER CONSULTING ENGI
12/03/09	80,595.72	UDR, INC.
12/23/09	6,867.50	KLEINFELDER
12/23/09	105,362.60	DUNNE ENGINEERING, INC.
12/23/09	51,765.96	DUNNE ENGINEERING, INC.
12/23/09	3,558.00	HNTB CORPORATION
12/23/09	592.45	NATHAN D MAIER CONSULTING ENGI
01/07/10	4,070.12	LOONEY RICKS KISS ARCHITECTS,
01/07/10	2,934.92	LOONEY RICKS KISS ARCHITECTS,
01/14/10	6,253.80	HNTB CORPORATION
01/14/10	24.69	LOONEY RICKS KISS ARCHITECTS,
01/14/10	15,921.00	KLEINFELDER
01/21/10	13,680.00	KLEINFELDER
01/21/10	31,917.86	DUNNE ENGINEERING, INC.
01/21/10	62,408.29	UDR, INC.
01/21/10	700.00	LEE ENGINEERING
01/21/10	39,441.16	DUNNE ENGINEERING, INC.
01/28/10	8,290.88	HNTB CORPORATION
01/28/10	2,431.33	DUNNE ENGINEERING, INC.
02/18/10	3,545.89	HNTB CORPORATION
02/18/10	46,227.73	UDR, INC.
02/25/10	3,913.82	DUNNE ENGINEERING, INC.
03/11/10	18,304.50	KLEINFELDER
03/11/10	37,900.26	DUNNE ENGINEERING, INC.
03/11/10	23,700.00	HALFF ASSOCIATES, INC
03/11/10	31,789.19	UDR, INC.
03/25/10	1,985.31	DUNNE ENGINEERING, INC.
03/25/10	8,898.61	DUNNE ENGINEERING, INC.
03/25/10	11,485.09	DUNNE ENGINEERING, INC.
04/01/10	23,693.72	UDR, INC.
04/15/10	9,147.50	KLEINFELDER
04/15/10	175,200.00	HALFF ASSOCIATES, INC
04/22/10	31,117.23	UDR, INC.
04/22/10	1,444.10	DUNNE ENGINEERING, INC.
04/22/10	14,771.08	DUNNE ENGINEERING, INC.
04/22/10	9,952.63	DUNNE ENGINEERING, INC.
05/06/10	16,811.75	KLEINFELDER
05/12/10	153,300.00	HALFF ASSOCIATES, INC
05/20/10	126.00	LOONEY RICKS KISS ARCHITECTS,
05/27/10	17,885.00	KLEINFELDER
05/27/10	1,396.26	DUNNE ENGINEERING, INC.
05/27/10	51,363.78	DUNNE ENGINEERING, INC.
05/27/10	4,401.46	DUNNE ENGINEERING, INC.
06/10/10	5,000.00	HALFF ASSOCIATES, INC
06/10/10	36,500.00	HALFF ASSOCIATES, INC
06/10/10	9,120.00	UDR, INC.
06/10/10	(2,934.92)	DESIGN EXPENSES
07/01/10	18,552.00	KLEINFELDER
07/01/10	17,812.89	DUNNE ENGINEERING, INC.
07/01/10	7,083.00	DUNNE ENGINEERING, INC.
07/01/10	7,700.00	KLEINFELDER
07/01/10	39,683.64	UDR, INC.
07/01/10	18,027.33	UDR, INC.

07/29/10	17,031.11	DUNNE ENGINEERING, INC.
08/02/10	5,892.46	DUNNE ENGINEERING, INC.
08/02/10	28,105.96	DUNNE ENGINEERING, INC.
08/05/10	9,836.99	HALFF ASSOCIATES, INC
08/12/10	24,757.25	KLEINFELDER
08/26/10	42,907.53	UDR, INC.
08/26/10	39,905.95	UDR, INC.
08/26/10	32,062.76	DUNNE ENGINEERING, INC.
08/26/10	19,895.03	DUNNE ENGINEERING, INC.
08/26/10	26,752.50	KLEINFELDER
08/27/10	68,897.34	UDR, INC.
08/27/10	13,619.78	UDR, INC.
09/01/10	6,100.00	KLEINFELDER
09/16/10	28,928.86	HALFF ASSOCIATES, INC
09/30/10	28,463.30	DUNNE ENGINEERING, INC.
09/30/10	12,175.93	DUNNE ENGINEERING, INC.
09/30/10	20,002.96	DUNNE ENGINEERING, INC.
09/30/10	790.00	KLEINFELDER
09/30/10	13,980.75	KLEINFELDER
09/30/10	14,516.75	KLEINFELDER
09/30/10	27,861.81	HALFF ASSOCIATES, INC
09/30/10	3,806.79	HALFF ASSOCIATES, INC
09/30/10	12,838.78	DUNNE ENGINEERING, INC.
09/30/10	33,575.50	KLEINFELDER
09/30/10	5,878.75	KLEINFELDER
09/30/10	10,412.95	DUNNE PH2 SEPT INV ACCRUAL
09/30/10	11,299.20	DUNNE PH1 SEPT INV ACCRUAL
09/30/10	16,473.71	DUNNE PH1 SEPT INV ACCRUAL
	<u>1,890,804.76</u>	

49-000-58150-83100 LAND BETTERMENTS-VITRUVIAN

06/03/10	120,000.00	NORTH TEXAS CONTRACTING, INC.
06/10/10	328,605.00	NORTH TEXAS CONTRACTING, INC.
07/15/10	659,439.00	NORTH TEXAS CONTRACTING, INC.
07/20/10	173.57	Copy Vitruvian Park roadway
08/12/10	1,138,516.80	NORTH TEXAS CONTRACTING, INC.
09/16/10	860,610.16	NORTH TEXAS CONTRACTING, INC.
09/30/10	575,913.60	N TX CONT SEPT INV ACCRUAL
	<u>3,683,258.13</u>	

49-000-58210-83100 STREETS AND ALLEYS-VITRUVIAN

10/29/09	83,520.00	NORTH TEXAS CONTRACTING, INC.
12/03/09	59,885.00	NORTH TEXAS CONTRACTING, INC.
01/14/10	511,986.70	NORTH TEXAS CONTRACTING, INC.
01/28/10	457,607.60	NORTH TEXAS CONTRACTING, INC.
02/18/10	344,475.80	NORTH TEXAS CONTRACTING, INC.
03/25/10	311,518.50	NORTH TEXAS CONTRACTING, INC.
04/22/10	408,937.20	NORTH TEXAS CONTRACTING, INC.
06/17/10	458,220.60	NORTH TEXAS CONTRACTING, INC.
07/15/10	564,572.70	NORTH TEXAS CONTRACTING, INC.
09/16/10	164,000.16	NORTH TEXAS CONTRACTING, INC.
09/17/10	628,745.39	AUSTIN BRIDGE & ROAD LP
09/30/10	388,455.09	AUSTIN SEPT INV ACCRUAL
	<u>4,381,924.74</u>	

FY 2010 Expenditures

(10,049,510)

9/30/2010 Balance - Fund 49

10,950,807

Vitruvian Park - 83100

9/30/2010 Balance - Fund 49

10,950,807

49-000-48710-83100 REIMBURSEMENT OF EXPENDITURES

07/20/11	(35,000.00)	CONSTRUCTION AND UTILITY
07/27/11	<u>(21,394.00)</u>	INSTALLATION OF DUCT BANK
	(56,394.00)	

49-000-48711-83100 DEVELOPER CONTRIBUTIONS

11/22/10	(62,686.24)	PHASE 1C
11/22/10	(97,403.25)	PHASE 1D
01/28/11	(106,706.06)	PHASE 1D - CHG ORDER #2
07/20/11	<u>(52,000.00)</u>	UDR DUCT BANK INSTALL
	(318,795.55)	

FY 2011 Interest & Other Income

375,190

49-000-54250-83100 STREET SIGNS AND MARKINGS

08/24/11	<u>3,550.50</u>	CITY OF FARMERS BRANCH
	3,550.50	

49-000-56040-83100 PROFESSIONAL SERVICES-VITRUVIAN

11/10/10	34,851.41	UDR, INC.
11/10/10	17,529.04	UDR, INC.
12/01/10	17,130.86	UDR, INC.
01/05/11	45,628.47	UDR, INC.
01/05/11	10,652.80	UDR, INC.
02/09/11	42,971.12	UDR, INC.
03/03/11	29,928.99	UDR, INC.
03/29/11	17,249.82	UDR, INC.
03/29/11	11,943.18	UDR, INC.
03/29/11	17,624.63	UDR, INC.
04/14/11	1,333.40	DALLAS MORNING NEWS
04/28/11	24,232.56	UDR, INC.
04/28/11	40,644.28	UDR, INC.
04/28/11	5,545.23	UDR, INC.
06/02/11	15,297.77	UDR, INC.
06/02/11	21,149.78	UDR, INC.
06/02/11	4,879.46	UDR, INC.
06/02/11	6,348.85	UDR, INC.
07/28/11	30,107.92	UDR, INC.
07/28/11	5,297.85	UDR, INC.
07/28/11	11,564.86	UDR, INC.
07/28/11	12,783.05	UDR, INC.
08/18/11	25,829.36	UDR, INC.
08/18/11	2,722.52	UDR, INC.
08/18/11	11,132.75	UDR, INC.
08/18/11	9,259.84	UDR, INC.
08/24/11	27,335.73	UDR, INC.
08/24/11	16,752.48	UDR, INC.
08/24/11	<u>9,231.80</u>	UDR, INC.
	526,959.81	

49-000-56510-83100 AUDIT & LEGAL SERVICES-VITRUVIAN PARK

12/01/10	2,158.00	COWLES & THOMPSON
12/22/10	1,651.00	COWLES & THOMPSON
02/09/11	117.00	COWLES & THOMPSON
05/11/11	260.00	COWLES & THOMPSON
06/01/11	19,135.81	COWLES & THOMPSON
07/04/11	663.00	COWLES & THOMPSON
08/11/11	52.00	COWLES & THOMPSON
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	24,036.81	

49-000-56570-83100 ENGINEERING/ARCHITECTURAL SERV

11/10/10	7,159.70	HALFF ASSOCIATES, INC
11/10/10	10,285.00	HALFF ASSOCIATES, INC
11/10/10	1,913.43	HNTB CORPORATION
12/01/10	1,348.12	HALFF ASSOCIATES, INC
12/01/10	7,555.87	HALFF ASSOCIATES, INC
12/01/10	10,841.56	DUNNE ENGINEERING, INC.
12/01/10	3,455.16	DUNNE ENGINEERING, INC.
12/01/10	10,563.59	DUNNE ENGINEERING, INC.
12/01/10	6,240.12	UDR, INC.
12/01/10	241.50	KLEINFELDER
12/01/10	15,763.00	KLEINFELDER
12/01/10	8,020.50	KLEINFELDER
12/22/10	13,137.20	DUNNE ENGINEERING, INC.
12/22/10	8,417.00	DUNNE ENGINEERING, INC.
12/22/10	7,367.00	DUNNE ENGINEERING, INC.
01/05/11	868.00	KLEINFELDER INC.
01/05/11	12,323.25	KLEINFELDER INC.
01/05/11	4,639.75	KLEINFELDER INC.
01/12/11	18,451.27	HALFF ASSOCIATES, INC
01/12/11	176.18	HALFF ASSOCIATES, INC
01/27/11	18,570.75	KLEINFELDER INC.
01/27/11	5,667.25	KLEINFELDER INC.
01/27/11	13,706.07	DUNNE ENGINEERING, INC.
01/27/11	1,923.82	DUNNE ENGINEERING, INC.
02/16/11	13.30	HALFF ASSOCIATES, INC
02/16/11	7,573.86	HALFF ASSOCIATES, INC
03/03/11	3,829.41	DUNNE ENGINEERING, INC.
03/03/11	6,009.07	DUNNE ENGINEERING, INC.
03/03/11	18,319.68	DUNNE ENGINEERING, INC.
03/03/11	194.50	KLEINFELDER INC.
03/03/11	11,194.14	KLEINFELDER INC.
03/03/11	13,056.14	KLEINFELDER INC.
03/03/11	41,647.74	UDR, INC.
03/03/11	3,343.24	UDR, INC.
03/10/11	456.32	TBG PARTNERS
03/10/11	15,252.84	HALFF ASSOCIATES, INC
03/29/11	11,257.80	DUNNE ENGINEERING, INC.
03/29/11	4,633.27	DUNNE ENGINEERING, INC.
03/29/11	3,067.60	DUNNE ENGINEERING, INC.
03/29/11	11,418.25	KLEINFELDER INC.
03/29/11	9,678.00	KLEINFELDER INC.
03/29/11	2,206.50	KLEINFELDER INC.
04/07/11	49.12	HALFF ASSOCIATES, INC
04/07/11	18,273.57	HALFF ASSOCIATES, INC
04/28/11	19,657.93	DUNNE ENGINEERING, INC.
04/28/11	3,639.14	DUNNE ENGINEERING, INC.
04/28/11	832.00	DUNNE ENGINEERING, INC.
04/30/11	(918.12)	CORRECT EXP TO 03300
05/04/11	531.54	HALFF ASSOCIATES, INC

05/04/11	7,420.59	HALFF ASSOCIATES, INC
05/11/11	19,796.75	KLEINFELDER INC.
05/11/11	19,287.15	KLEINFELDER INC.
05/11/11	82.50	KLEINFELDER INC.
05/18/11	15,390.54	DUNNE ENGINEERING, INC.
05/18/11	6,277.73	DUNNE ENGINEERING, INC.
05/18/11	2,235.12	DUNNE ENGINEERING, INC.
06/02/11	5,476.00	KLEINFELDER INC.
06/15/11	13,949.25	KLEINFELDER INC.
06/15/11	20,471.45	KLEINFELDER INC.
06/15/11	462.00	KLEINFELDER INC.
06/15/11	622.32	HALFF ASSOCIATES, INC
06/15/11	377.29	HALFF ASSOCIATES, INC
06/29/11	8,812.16	DUNNE ENGINEERING, INC.
06/29/11	2,095.49	DUNNE ENGINEERING, INC.
06/29/11	5,883.44	DUNNE ENGINEERING, INC.
06/29/11	3,028.50	KLEINFELDER INC.
06/29/11	11,385.75	KLEINFELDER INC.
06/29/11	13,070.25	KLEINFELDER INC.
06/29/11	3,564.00	KLEINFELDER INC.
07/07/11	10,786.00	KLEINFELDER INC.
07/07/11	8,570.50	KLEINFELDER INC.
07/07/11	904.75	KLEINFELDER INC.
07/07/11	4,970.25	KLEINFELDER INC.
07/07/11	377.29	HALFF ASSOCIATES, INC
07/07/11	565.95	HALFF ASSOCIATES, INC
07/20/11	165.00	KLEINFELDER INC.
07/20/11	17,872.18	KLEINFELDER INC.
07/20/11	7,842.25	KLEINFELDER INC.
07/20/11	2,437.50	KLEINFELDER INC.
07/20/11	541.67	R.H. SHACKELFORD, INC.
07/22/11	16,747.20	DUNNE ENGINEERING, INC.
07/22/11	2,545.84	DUNNE ENGINEERING, INC.
07/22/11	3,189.56	DUNNE ENGINEERING, INC.
07/26/11	8,724.00	KLEINFELDER INC.
08/03/11	1,500.00	TBG PARTNERS
08/03/11	655.54	TBG PARTNERS
08/03/11	9,582.75	KLEINFELDER INC.
08/03/11	5,266.25	KLEINFELDER INC.
08/03/11	7,954.75	KLEINFELDER INC.
08/03/11	5,196.50	KLEINFELDER INC.
08/11/11	15,300.00	KLEINFELDER INC.
08/18/11	15,000.91	DUNNE ENGINEERING, INC.
08/18/11	6,578.08	DUNNE ENGINEERING, INC.
08/18/11	6,618.52	DUNNE ENGINEERING, INC.
08/18/11	2,866.25	NATHAN D MAIER CONSULTING ENGI
08/18/11	420.00	TBG PARTNERS
08/24/11	4,483.25	KLEINFELDER INC.
08/31/11	8,500.00	KLEINFELDER INC.
09/08/11	11,079.50	KLEINFELDER INC.
09/08/11	782.00	KLEINFELDER INC.
09/08/11	7,552.00	KLEINFELDER INC.
09/28/11	13,666.11	DUNNE ENGINEERING, INC.
09/28/11	3,214.90	DUNNE ENGINEERING, INC.
09/28/11	1,926.52	DUNNE ENGINEERING, INC.
09/28/11	642.69	R.H. SHACKELFORD, INC.
09/28/11	1,423.70	R.H. SHACKELFORD, INC.
09/28/11	1,450.28	R.H. SHACKELFORD, INC.
09/28/11	9,132.00	KLEINFELDER INC.
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	780,572.65	

49-000-58150-83100 LAND BETTERMENTS-VITRUVIAN

11/18/10	283,084.50	NORTH TEXAS CONTRACTING, INC.
12/22/10	754,002.63	NORTH TEXAS CONTRACTING, INC.
12/31/10	(500,000.00)	R/C TO FD 86-GRANT EXP
01/27/11	710,090.35	NORTH TEXAS CONTRACTING, INC.
02/09/11	22,180.97	UDR, INC.
02/09/11	67,354.56	ENERGY FUTURE INTERMEDIATE HOL
02/09/11	10,424.65	ENERGY FUTURE INTERMEDIATE HOL
02/22/11	494,571.47	NORTH TEXAS CONTRACTING, INC.
03/17/11	57.00	TEXAS DEPARTMENT OF HEALTH
03/17/11	285,050.28	NORTH TEXAS CONTRACTING, INC.
04/28/11	400,438.92	NORTH TEXAS CONTRACTING, INC.
05/18/11	252,792.99	NORTH TEXAS CONTRACTING, INC.
06/15/11	426,825.70	NORTH TEXAS CONTRACTING, INC.
07/28/11	497,528.26	NORTH TEXAS CONTRACTING, INC.
08/18/11	451,718.28	NORTH TEXAS CONTRACTING, INC.
	<u>4,156,120.56</u>	

49-000-58210-83100 STREETS AND ALLEYS-VITRUVIAN

11/18/10	138,285.26	AUSTIN BRIDGE & ROAD LP
12/09/10	236,073.11	AUSTIN BRIDGE & ROAD LP
12/15/10	2,620.00	NORTH TEXAS CONTRACTING, INC.
01/12/11	491,545.12	AUSTIN BRIDGE & ROAD LP
02/16/11	16,740.00	NORTH TEXAS CONTRACTING, INC.
02/18/11	922,941.62	AUSTIN BRIDGE AND ROAD
03/17/11	264,668.78	AUSTIN BRIDGE & ROAD LP
03/17/11	201,411.00	NORTH TEXAS CONTRACTING, INC.
04/20/11	900,704.22	AUSTIN BRIDGE & ROAD LP
04/20/11	72,766.00	NORTH TEXAS CONTRACTING, INC.
05/18/11	83,287.50	CPS CIVIL, LLC
05/18/11	64,203.42	NORTH TEXAS CONTRACTING, INC.
05/18/11	468,693.25	AUSTIN BRIDGE & ROAD LP
06/15/11	99,000.00	CPS CIVIL, LLC
06/15/11	74,285.00	NORTH TEXAS CONTRACTING, INC.
06/29/11	60,332.83	AUSTIN BRIDGE & ROAD LP
07/22/11	117,403.90	AUSTIN BRIDGE & ROAD LP
07/22/11	92,696.18	NORTH TEXAS CONTRACTING, INC.
07/28/11	82,603.00	CPS CIVIL, LLC
08/18/11	121,171.00	CPS CIVIL, LLC
08/18/11	283,239.40	NORTH TEXAS CONTRACTING, INC.
09/14/11	114,927.00	NORTH TEXAS CONTRACTING, INC.
09/28/11	206,112.00	CPS CIVIL, LLC
	<u>5,115,709.59</u>	

FY 2011 Expenditures

(10,606,950)

9/30/2011 Balance - Fund 49

719,046

Vitruvian Park - 83100

Beginning Balance - Fund 61 1,278,000

FY 2008 Interest & Other Income -

61-711-56570-83100 ENGINEERING/ARCHITECTURAL SVCS

07/25/08	22,200.00	DUNNE ENGINEERING, INC.
07/25/08	21,400.00	DUNNE ENGINEERING, INC.
08/28/08	23,000.00	DUNNE ENGINEERING, INC.
09/18/08	22,200.00	DUNNE ENGINEERING, INC.
	<u>88,800.00</u>	

FY 2008 Expenditures (88,800)

Budget Amendments -

9/30/2008 Balance - Fund 61 1,189,200

FY 2009 Interest & Other Income -

61-716-56570-83100 ARCHITECTURAL AND ENGINEERING SERVICES

10/30/08	22,200.00	DUNNE ENGINEERING, INC.
11/20/08	14,800.00	DUNNE ENGINEERING, INC.
12/18/08	7,400.00	DUNNE ENGINEERING, INC.
01/15/09	7,400.00	DUNNE ENGINEERING, INC.
02/11/09	11,958.84	UDR, INC.
02/11/09	4,383.89	UDR, INC.
03/05/09	3,700.00	DUNNE ENGINEERING, INC.
04/01/09	3,700.00	DUNNE ENGINEERING, INC.
09/30/09	14,695.51	UDR, INC.
	<u>90,238.24</u>	

61-716-58310-83100 WATER MAINS/FIRE HYDRANTS-VITRUVIAN

01/02/09	54,110.47	TRI DAL CELINA, LTD
01/15/09	34,431.43	TRI DAL CELINA, LTD
03/25/09	3,898.84	KLEINFELDER
06/05/09	4,000.00	NORTH TEXAS CONTRACTING, INC.
07/30/09	72,625.00	NORTH TEXAS CONTRACTING, INC.
08/13/09	98,395.00	NORTH TEXAS CONTRACTING, INC.
09/30/09	181,010.00	NORTH TEXAS CONTRACTING, INC.
	<u>448,470.74</u>	

61-716-58410-83100 SANITARY SEWERS-VITRUVIAN PARK

01/02/09	111,984.51	TRI DAL CELINA, LTD
01/15/09	26,455.93	TRI DAL CELINA, LTD
03/25/09	6,096.06	KLEINFELDER
07/30/09	116,737.00	NORTH TEXAS CONTRACTING, INC.
08/13/09	14,425.00	NORTH TEXAS CONTRACTING, INC.
09/30/09	3,960.00	NORTH TEXAS CONTRACTING, INC.
	<u>279,658.50</u>	

FY 2009 Expenditures (818,367)

Budget Amendments -

9/30/2009 Balance - Fund 61 370,833

Vitruvian Park - 83100

9/30/2009 Balance - Fund 61

370,833

FY 2010 Interest & Other Income

-

61-716-56570-83100 ARCHITECTURAL AND ENGINEERING SERVICES

07/29/10	4,860.00	DUNNE ENGINEERING, INC.
08/02/10	550.00	DUNNE ENGINEERING, INC.
08/26/10	1,375.00	DUNNE ENGINEERING, INC.
09/30/10	825.00	DUNNE ENGINEERING, INC.
09/30/10	4,050.00	DUNNE ENGINEERING, INC.
09/30/10	3,240.00	DUNNE ENGINEERING, INC.
09/30/10	1,620.00	DUNNE PH2 SEPT INV ACCRUAL
09/30/10	550.00	DUNNE PH1 SEPT INV ACCRUAL
	<u>17,070.00</u>	

61-716-58310-83100 WATER MAINS/FIRE HYDRANTS-VITRUVIAN

10/29/09	140,635.00	NORTH TEXAS CONTRACTING, INC.
12/03/09	6,292.00	NORTH TEXAS CONTRACTING, INC.
01/14/10	19,275.00	NORTH TEXAS CONTRACTING, INC.
01/28/10	39,465.00	NORTH TEXAS CONTRACTING, INC.
02/18/10	33,798.00	NORTH TEXAS CONTRACTING, INC.
02/25/10	4,665.60	HD SUPPLY WATERWORKS, LTD
03/25/10	157.00	NORTH TEXAS CONTRACTING, INC.
04/22/10	500.00	NORTH TEXAS CONTRACTING, INC.
06/17/10	5,253.00	NORTH TEXAS CONTRACTING, INC.
09/16/10	1,500.00	NORTH TEXAS CONTRACTING, INC.
	<u>251,540.60</u>	

61-716-58410-83100 SANITARY SEWERS-VITRUVIAN PARK

10/29/09	(432.00)	NORTH TEXAS CONTRACTING, INC.
01/28/10	111,187.00	NORTH TEXAS CONTRACTING, INC.
02/18/10	40,005.00	NORTH TEXAS CONTRACTING, INC.
02/25/10	3,774.06	BASS & HAYS FOUNDRY, INC
03/25/10	84.00	NORTH TEXAS CONTRACTING, INC.
09/16/10	13,707.50	NORTH TEXAS CONTRACTING, INC.
	<u>168,325.56</u>	

FY 2010 Expenditures

(436,936)

Budget Amendments

-

9/30/2010 Balance - Fund 61

(66,104)

Vitruvian Park - 83100

9/30/2010 Balance - Fund 61

(66,104)

61-716-56570-83100 ARCHITECTURAL AND ENGINEERING SERVICES

10/01/10	(1,620.00)	REVERSAL OF BATCH # 0000004750
10/01/10	(550.00)	REVERSAL OF BATCH # 0000004750
10/28/10	1,620.00	DUNNE ENGINEERING, INC.
10/28/10	550.00	DUNNE ENGINEERING, INC.
12/01/10	810.00	DUNNE ENGINEERING, INC.
12/22/10	810.00	DUNNE ENGINEERING, INC.
	<u>1,620.00</u>	

61-716-58310-83100 WATER MAINS/FIRE HYDRANTS-VITRUVIAN

02/16/11	24,630.00	NORTH TEXAS CONTRACTING, INC.
03/17/11	11,192.00	NORTH TEXAS CONTRACTING, INC.
04/20/11	197.50	NORTH TEXAS CONTRACTING, INC.
05/18/11	150.00	CPS CIVIL, LLC
07/22/11	45,596.50	NORTH TEXAS CONTRACTING, INC.
07/28/11	83,895.00	CPS CIVIL, LLC
08/18/11	300.00	CPS CIVIL, LLC
08/18/11	9,485.00	NORTH TEXAS CONTRACTING, INC.
09/28/11	1,420.00	CPS CIVIL, LLC
	<u>176,866.00</u>	

61-716-58410-83100 SANITARY SEWERS-VITRUVIAN PARK

03/17/11	19,300.00	NORTH TEXAS CONTRACTING, INC.
05/18/11	100.00	CPS CIVIL, LLC
06/15/11	22,840.00	CPS CIVIL, LLC
07/22/11	20,370.00	NORTH TEXAS CONTRACTING, INC.
07/28/11	1,700.00	CPS CIVIL, LLC
08/18/11	220.00	NORTH TEXAS CONTRACTING, INC.
	<u>64,530.00</u>	

FY 2011 Expenditures (243,016)

Budget Amendments -

9/30/2011 Balance - Fund 61 (309,120)

Vitruvian Park - 83100

Beginning Balance - Fund 86 -

86-000-43550-83100 DALLAS COUNTY

12/21/10	<u>(500,000.00)</u>	DALLAS COUNTY MCIP 10307
	(500,000.00)	

FY 2011 Interest & Other Income 500,000

86-000-58150-83100 LAND BETTERMENTS-VITRUVIAN

12/31/10	<u>500,000.00</u>	N-TX CONT.EXP TO BE REIMB.
	500,000.00	

FY 2011 Expenditures (500,000)

Budget Amendments -

9/30/2011 Balance - Fund 86 -

Addison Road - Fairfield - 84301

Beginning Balance	6,222,000
FY 2008 Interest & Other Income	-

49-000-58110-00000 LAND PURCHASE

06/27/08 843,286.72 LAND AMERICA COMMONWEALTH TITL

FY 2008 Expenditures	<u>(843,287)</u>
Budget Amendments	-
9/30/2008 Balance	<u>5,378,713</u>
FY 2009 Interest & Other Income	-

49-000-58150-84301 LAND BETTERMENTS-ADDISON RD-FAIRFIELD

09/22/09 24,700.00 UNDERGROUND COALITION INC

FY 2009 Expenditures	<u>(24,700)</u>
Budget Amendments	-
9/30/2009 Balance	<u>5,354,013</u>
FY 2010 Interest & Other Income	-
FY 2010 Expenditures	-
Budget Amendments	(3,000,000)
9/30/2010 Balance	<u>2,354,013</u>
FY 2011 Interest & Other Income	-
FY 2011 Expenditures	-
Budget Amendments	-
9/30/2011 Balance	<u>2,354,013.28</u>

Spring Valley Project - 03300

Beginning Balance - Fund 49 -

FY 2009 Interest & Other Income -

49-000-56510-83100 AUDIT & LEGAL SERVICES-VITRUVIAN PARK

01/12/09	2,110.00	COWLES & THOMPSON
02/16/09	105.00	COWLES & THOMPSON
02/26/09	930.00	COWLES & THOMPSON
04/01/09	1,945.12	COWLES & THOMPSON
05/05/09	4,445.00	COWLES & THOMPSON
06/17/09	1,396.25	COWLES & THOMPSON
07/06/09	10,126.15	COWLES & THOMPSON
08/10/09	6,137.02	COWLES & THOMPSON
09/08/09	3,765.00	COWLES & THOMPSON
09/27/09	4,617.16	COWLES & THOMPSON
09/30/09	816.50	COWLES & THOMPSON
	<u>36,393.20</u>	

FY 2009 Expenditures (36,393)

9/30/2009 Balance - Fund 49 (36,393)

FY 2010 Interest & Other Income -

49-000-56040-03300 PROFESSIONAL SERVICES-SPRING VALLEY IMP

08/12/10	13,369.80	EMPIRE ENVIRONMENTAL GROUP LLC
08/20/10	3,670.00	FARMER & ASSOCIATES, INC
09/01/10	1,676.08	TEXAS GREEN STAR ENVIRONMENTAL
09/01/10	188.00	BROTHERS
09/23/10	1,484.00	TEXAS DEPARTMENT OF STATE HEAL
09/30/10	23,565.00	LLOYD D NABORS DEMOLITION, LLC
09/30/10	1,970.00	FARMER & ASSOCIATES, INC
09/30/10	57.00	TEXAS DEPARTMENT OF STATE HEAL
09/30/10	170.85	4095 BCD rekey
09/30/10	200.00	4095 brookhaven door broken
09/30/10	14,104.55	sunbelt industrial services
09/30/10	57.00	texas dept of state health
09/30/10	1,000.00	farmers and associates
09/30/10	243.00	dal-worth industries
	<u>61,755.28</u>	

49-000-56510-03300 AUDIT & LEGAL SERVICES-SPRING VALLEY IMP

01/29/10	8,731.68	TEXAS GREEN STAR ENVIRONMENTAL
01/29/10	795.38	TEXAS GREEN STAR ENVIRONMENTAL
01/29/10	10,000.00	LAW OFFICES OF EDDIE VASSALLO,
03/09/10	240.00	COWLES & THOMPSON
04/13/10	6,730.53	COWLES & THOMPSON
04/29/10	8,477.62	COWLES & THOMPSON
04/30/10	3,871.64	COWLES & THOMPSON
06/04/10	260.00	COWLES & THOMPSON
06/04/10	2,921.60	COWLES & THOMPSON
07/01/10	1,031.25	COWLES & THOMPSON
09/13/10	495.00	COWLES & THOMPSON
09/28/10	1,778.10	COWLES & THOMPSON
	<u>45,332.80</u>	

49-000-56570-03300 ENGINEERING/ARCHITECTURAL SERV

01/28/10	4,936.33	DUNNE ENGINEERING, INC.
02/25/10	7,827.64	DUNNE ENGINEERING, INC.
03/25/10	4,030.79	DUNNE ENGINEERING, INC.
05/27/10	2,792.52	DUNNE ENGINEERING, INC.
07/22/10	3,915.72	TEXAS GREEN STAR ENVIRONMENTAL
07/29/10	41,616.00	HALFF ASSOCIATES, INC
08/26/10	45,343.00	HALFF ASSOCIATES, INC
09/16/10	68,201.00	HALFF ASSOCIATES, INC
09/30/10	19,548.00	HALFF ASSOCIATES, INC
09/30/10	<u>3,536.46</u>	TEXAS GREEN STAR ENVIRON
	201,747.46	

49-000-58110-03300 LAND PURCHASE - SPRING VALLEY IMP

03/10/10	751,024.00	DALLAS COUNTY COURT AT LAW CLE
03/30/10	850.00	ERNEST D. WYRICK
03/30/10	850.00	LYNDA LEE WEAVER
03/30/10	850.00	ROGER G. WILLIAMS
07/01/10	<u>6,539.58</u>	TEXAS GREEN STAR ENVIRONMENTAL
	760,113.58	

FY 2010 Expenditures	<u>(1,068,949)</u>
Budget Amendments	3,000,000
9/30/2010 Balance - Fund 49	<u>1,894,658</u>

Spring Valley Project - 03300

9/30/2010 Balance - Fund 49

1,894,658

49-000-48510-03300 MISCELLANEOUS INCOME

10/15/10	(125.00)	SPRING VALLEY RD WIDENING PLAN
10/15/10	(125.00)	SPRING VALLEY RD WIDENING PLAN
10/15/10	(125.00)	SPRING VALLEY RD WIDENING PLAN
10/15/10	(125.00)	SPRING VALLEY WIDENING PLANS
10/15/10	(125.00)	SPRING VALLEY WIDENING PLANS
10/15/10	(125.00)	SPRING VALLEY WIDENING PLANS
10/15/10	(125.00)	SPRING VALLEY WIDENING PLANS
12/01/10	(867.18)	REIMB COPIES OF PLANS
	<u>(1,742.18)</u>	

FY 2011 Interest & Other Income

1,742

49-000-56040-03300 PROFESSIONAL SERVICES-SPRING VALLEY IMP

10/13/10	109.50	GILL REPROGRAPHICS, INC
11/18/10	1,150.60	GILL REPROGRAPHICS, INC
04/28/11	4,016.10	R.H. SHACKELFORD, INC.
04/28/11	2,924.00	R.H. SHACKELFORD, INC.
05/18/11	4,608.01	R.H. SHACKELFORD, INC.
	<u>12,808.21</u>	

49-000-56510-03300 AUDIT & LEGAL SERVICES-SPRING VALLEY IMP

12/01/10	285.00	COWLES & THOMPSON
12/22/10	65.00	COWLES & THOMPSON
12/22/10	460.00	COWLES & THOMPSON
02/09/11	78.00	COWLES & THOMPSON
02/09/11	210.00	COWLES & THOMPSON
03/03/11	169.00	COWLES & THOMPSON
03/03/11	675.26	COWLES & THOMPSON
03/29/11	273.00	COWLES & THOMPSON
03/29/11	20.00	COWLES & THOMPSON
05/11/11	24.00	COWLES & THOMPSON
	<u>2,259.26</u>	

49-000-56570-03300 ENGINEERING/ARCHITECTURAL SERV

12/09/10	8,068.00	HALFF ASSOCIATES, INC
12/22/10	865.00	DBA: RED INK
01/27/11	5,114.44	HALFF ASSOCIATES, INC
01/27/11	1,235.00	TERRACON CONSULTANTS, INC.
02/22/11	3,957.56	HALFF ASSOCIATES, INC
03/10/11	300.00	TERRACON CONSULTANTS, INC.
03/29/11	2,272.47	HALFF ASSOCIATES, INC
04/07/11	1,587.50	TERRACON CONSULTANTS, INC.
04/14/11	3,712.82	HALFF ASSOCIATES, INC
04/20/11	300.00	TERRACON CONSULTANTS, INC.
04/30/11	918.12	CORRECT EXP FROM 83100
05/04/11	7,197.50	TERRACON CONSULTANTS, INC.
05/18/11	2,457.04	HALFF ASSOCIATES, INC
06/08/11	691.00	TERRACON CONSULTANTS, INC.
06/29/11	1,915.55	HALFF ASSOCIATES, INC
06/29/11	2,675.50	TERRACON CONSULTANTS, INC.
07/20/11	1,455.14	R.H. SHACKELFORD, INC.
07/22/11	2,698.55	HALFF ASSOCIATES, INC
07/26/11	5,292.00	TERRACON CONSULTANTS, INC.
08/18/11	2,075.57	HALFF ASSOCIATES, INC

08/24/11	2,224.00	TERRACON CONSULTANTS, INC.
09/28/11	<u>210.88</u>	R.H. SHACKELFORD, INC.
	57,223.64	

49-000-58110-03300 LAND PURCHASE - SPRING VALLEY IMP

12/20/10	<u>448,976.00</u>	DALLAS COUNTY COURT AT LAW CLE
	448,976.00	

49-000-58150-03300 LAND BETTERMENTS

12/31/10	1,250.00	GOLDEN TREE MAINTENANCE
07/07/11	<u>313,995.25</u>	ONCOR ELECTRIC DELIVERY COMPAN
	315,245.25	

49-000-58210-03300 STREETS AND ALLEYS

12/01/10	325.00	TEXAS COMMISSION ON ENVIRONMEN
12/15/10	253,102.00	NORTH TEXAS CONTRACTING, INC.
01/27/11	208,714.00	NORTH TEXAS CONTRACTING, INC.
02/16/11	124,900.00	NORTH TEXAS CONTRACTING, INC.
03/17/11	18,714.50	NORTH TEXAS CONTRACTING, INC.
04/20/11	354,732.15	NORTH TEXAS CONTRACTING, INC.
05/18/11	224,643.93	NORTH TEXAS CONTRACTING, INC.
06/15/11	51,154.57	NORTH TEXAS CONTRACTING, INC.
07/22/11	425,708.05	NORTH TEXAS CONTRACTING, INC.
08/18/11	571,750.70	NORTH TEXAS CONTRACTING, INC.
09/14/11	<u>95,225.00</u>	NORTH TEXAS CONTRACTING, INC.
	2,328,969.90	

FY 2011 Expenditures	<u>(3,165,482)</u>
Budget Amendments	-
9/30/2011 Balance - Fund 49	<u>(1,269,082)</u>

Spring Valley Project - 03300

9/30/2009 Balance - Fund 61

-

61-000-48710-03300 REIMBURSEMENT OF EXPENDITURES

09/03/10 (58,679.50) INSTALLATION - WASTEWATER MAIN
09/30/10 58,679.50 R/C TO 61-000-49370-03300

-

61-000-49370-03300 CAPITAL CONTRIBUTIONS

09/30/10 (58,679.50) DEVELOPER'S CONTRIBUTION
(58,679.50)

FY 2010 Interest & Other Income

58,680

61-716-58410-03300 SANITARY SEWERS-SPRING VALLEY

06/17/10 58,679.50 NORTH TEXAS CONTRACTING, INC.
58,679.50

FY 2010 Expenditures

(58,680)

Budget Amendments

-

9/30/2010 Balance - Fund 61

-

61-000-43560-03300 DALLAS ISD

02/07/11 (14,000.00) WATER MAIN EXTENSION
(14,000.00)

FY 2011 Interest & Other Income

14,000

61-716-58310-03300 WATER MAINS/FIRE HYDRANTS - SPRING VALL

04/20/11 48,923.00 NORTH TEXAS CONTRACTING, INC.
05/18/11 13,510.00 NORTH TEXAS CONTRACTING, INC.
06/15/11 21,044.00 NORTH TEXAS CONTRACTING, INC.
07/22/11 24,050.00 NORTH TEXAS CONTRACTING, INC.
08/18/11 6,860.00 NORTH TEXAS CONTRACTING, INC.
09/14/11 3,800.00 NORTH TEXAS CONTRACTING, INC.
118,187.00

61-716-58410-03300 SANITARY SEWERS-SPRING VALLEY

03/17/11 103,109.00 NORTH TEXAS CONTRACTING, INC.
103,109.00

FY 2011 Expenditures

(221,296)

Budget Amendments

-

9/30/2011 Balance - Fund 61

(207,296)

Spring Valley Project - 03300

9/30/2010 Balance - Fund 85 -

85-000-43560-03300 DALLAS ISD

02/07/11	(856,271.02)	50.0% OF SPRING VALLEY ROADWAY
02/07/11	(359,479.79)	33.3% OF SPRING VALLEY ROAD
04/20/11	<u>(97,207.12)</u>	Adjustment to Invoice
	<u>(1,312,957.93)</u>	

FY 2011 Interest & Other Income	<u>1,312,958</u>
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FY 2011 Expenditures	<u>-</u>
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Budget Amendments	-
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9/30/2011 Balance - Fund 85	<u>1,312,958</u>
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Elevated Storage Tank - 84600

Beginning Balance - Fund 61 5,000,000

61-711-56040-84600 OTHER

02/20/08	<u>70.00</u>	VAN FOR PUBLIC WORKS
	70.00	

61-711-56570-84600 ENGINEERING/ARCHITECTURAL SVCS

03/12/08	1,443.62	FREESE-NICHOLS
03/26/08	6,632.87	FREESE-NICHOLS
05/14/08	3,766.45	FREESE-NICHOLS
06/19/08	1,305.44	FREESE-NICHOLS
08/28/08	9,066.22	FREESE-NICHOLS
08/28/08	3,613.80	FREESE-NICHOLS
09/04/08	21,000.00	BRAD J. GOLDBERG, INC.
09/25/08	<u>28,900.55</u>	FREESE-NICHOLS
	75,728.95	

FY 2008 Expenditures (75,799)

Budget Amendments -

9/30/2008 Balance - Fund 61 4,924,201

61-716-56570-84600 ENGINEERING/ARCHITECTURAL SVCS

11/25/08	8,696.45	FREESE-NICHOLS
12/04/08	20,400.00	BRAD J. GOLDBERG, INC.
01/15/09	644.11	FREESE-NICHOLS
02/17/09	38,659.44	FREESE-NICHOLS
03/05/09	31,178.51	FREESE-NICHOLS
04/17/09	158.56	FREESE-NICHOLS
04/17/09	33,697.43	FREESE-NICHOLS
05/04/09	40,971.90	FREESE-NICHOLS
06/04/09	19,560.87	FREESE-NICHOLS
07/06/09	3,461.62	FREESE-NICHOLS
08/13/09	3,202.70	FREESE-NICHOLS
09/08/09	<u>997.73</u>	FREESE-NICHOLS
	201,629.32	

FY 2009 Expenditures (201,629)

Budget Amendments -

9/30/2009 Balance - Fund 61 4,722,572

Elevated Storage Tank - 84600

9/30/2009 Balance - Fund 61

4,722,572

61-716-56570-84600 ENGINEERING/ARCHITECTURAL SVCS

11/05/09	183.04	copies of grant application
11/05/09	2.98	mailing grant application
11/05/09	67.08	mailing grant application
01/07/10	3,577.09	FREESE-NICHOLS
01/07/10	1,216.36	FREESE-NICHOLS
02/25/10	2,455.74	FREESE-NICHOLS
03/18/10	2,417.03	FREESE-NICHOLS
05/12/10	31,465.82	FREESE-NICHOLS
06/03/10	19,744.34	FREESE-NICHOLS
06/17/10	6,382.89	FREESE-NICHOLS
07/05/10	9,126.10	FREESE-NICHOLS
08/26/10	3,817.66	FREESE-NICHOLS
08/26/10	18,698.55	FREESE-NICHOLS
	<u>99,154.68</u>	

FY 2010 Expenditures

(99,155)

9/30/2010 Balance - Fund 61

4,623,417

61-716-56040-84600 SPECIAL SERVICES

04/28/11	107.00	AERIAL PHOTOGRAPHY, INC.
06/08/11	107.00	AERIAL PHOTOGRAPHY, INC.
06/29/11	107.00	AERIAL PHOTOGRAPHY, INC.
07/22/11	107.00	AERIAL PHOTOGRAPHY, INC.
08/18/11	107.00	AERIAL PHOTOGRAPHY, INC.
09/28/11	107.00	AERIAL PHOTOGRAPHY, INC.
	<u>642.00</u>	

61-716-56570-84600 ENGINEERING/ARCHITECTURAL SVCS

11/18/10	1,018.50	KIMLEY-HORN & ASSOC, INC
12/09/10	17,588.40	FREESE-NICHOLS
01/19/11	10,803.20	FREESE-NICHOLS
01/19/11	41,933.01	FREESE-NICHOLS
03/07/11	16,469.60	FREESE-NICHOLS R/C FROM 711
03/10/11	34,669.81	FREESE-NICHOLS
04/07/11	22,517.13	FREESE-NICHOLS
05/04/11	3,495.00	TERRACON CONSULTANTS, INC.
05/04/11	15,728.32	FREESE-NICHOLS
06/08/11	2,774.00	TERRACON CONSULTANTS, INC.
06/29/11	4,965.00	TERRACON CONSULTANTS, INC.
07/20/11	60.18	R.H. SHACKELFORD, INC.
07/26/11	340.00	TERRACON CONSULTANTS, INC.
08/24/11	938.00	TERRACON CONSULTANTS, INC.
09/08/11	25,253.78	FREESE-NICHOLS
09/08/11	18,911.37	FREESE-NICHOLS
09/08/11	5,339.93	FREESE-NICHOLS
09/08/11	23,456.87	FREESE-NICHOLS
09/28/11	4,094.05	FREESE-NICHOLS
09/28/11	1,003.80	R.H. SHACKELFORD, INC.
	<u>251,359.95</u>	

61-716-58320-84600 UTILITY PLANT - WATER

04/28/11	308,245.00	LANDMARK STRUCTURES I, L.P.
05/18/11	430,000.00	LANDMARK STRUCTURES I, L.P.
07/28/11	765,000.00	LANDMARK STRUCTURES I, L.P.
07/28/11	347,000.00	LANDMARK STRUCTURES I, L.P.
08/11/11	93,469.00	LANDMARK STRUCTURES I, L.P.
09/08/11	<u>486,000.00</u>	LANDMARK STRUCTURES I, L.P.
	<u>2,429,714.00</u>	

FY 2011 Expenditures

(2,681,716)

9/30/2011 Balance - Fund 61

1,941,701

Elevated Storage Tank - 84600

Beginning Balance - Fund 86 -
FY 2011 Interest & Other Income -

86-716-56040-84600 SPECIAL SERVICES

12/15/10 66,126.15 FREESE-NICHOLS
02/28/11 (66,126.15) R/C TO 87-716-56040-84600
-

FY 2011 Expenditures -
9/30/2011 Balance - Fund 86 -

Elevated Storage Tank - 84600

Beginning Balance - Fund 87 -

87-000-43160-00000 INTERGOVT - FEDERAL

09/30/10 (16,100.43) ARRA REVENUE
(16,100.43)

FY 2010 Interest & Other Income 16,100

87-716-56040-84600 SPECIAL SERVICES

09/30/10 8,435.75 FREESE - NICHOLS
09/30/10 7,664.68 FREESE - NICHOLS
16,100.43

FY 2010 Expenditures (16,100)
9/30/2010 Balance - Fund 87 -

87-000-43160-00000 INTERGOVT - FEDERAL

07/06/11 (66,126.15) SECO FEASIBILITY #2
(66,126.15)

FY 2011 Interest & Other Income 66,126

87-716-56040-84600 SPECIAL SERVICES

02/28/11 66,126.15 FREESE-NICHOLS-12/15/10
66,126.15

FY 2011 Expenditures (66,126)
9/30/2011 Balance - Fund 87 -

Fund 49 Unallocated - 00000

Beginning Balance -

49-000-46101-00000 INTEREST EARNINGS

06/30/08	(30,485.30)	INVESTMENTS - JUNE 08
07/31/08	(31,156.79)	Interest Allocation -JULY08
08/31/08	(61,844.82)	Interest Allocation -AUG08
09/16/08	31,156.79	Int Alloc Revised-July 08
09/16/08	(61,191.34)	Int Alloc Revised-July 08
09/30/08	3,220.09	GASB 31 ADJUSTMENT
09/30/08	(61,690.39)	Interest Allocation -SEP08
	<u>(211,991.76)</u>	

FY 2008 Interest & Other Income 211,992

49-000-56040-00000 PROFESSIONAL SERVICES

07/09/08	8,243.92	TEXAS GREEN STAR ENVIRONMENTAL
08/07/08	875.03	TEXAS GREEN STAR ENVIRONMENTAL
09/15/08	2,595.00	ETI ENVIRONMENTAL SERVICES
	<u>11,713.95</u>	

49-000-58110-00000 LAND PURCHASE

07/30/08	25,000.00	R/C Land Pur "CODY PROP"
09/30/08	(24.65)	INT RECD - LAND PURCHASE
09/30/08	4,204.93	Taxes for Addison rd
	<u>29,180.28</u>	

FY 2008 Expenditures (40,894)

Budget Amendments -

9/30/2008 Balance 171,098

Fund 49 Unallocated - 00000

9/30/2008 Balance

171,098

49-000-46101-00000 INTEREST EARNINGS

10/31/08	(60,189.60)	Interest Allocation -OCT08
11/30/08	(60,385.73)	Interest Allocation -NOV08
12/31/08	(53,985.80)	Interest Allocation -DEC08
01/31/09	(49,649.52)	Interest Allocation -JAN09
02/28/09	(48,522.37)	Interest Allocation -FEB 09
03/31/09	(47,328.87)	Interest Allocation -MAR 09
04/30/09	(45,441.98)	Interest Allocation -APR 09
05/31/09	(42,039.93)	Interest Allocation -MAY 09
06/30/09	(43,402.73)	Interest Allocation -JUN 09
07/31/09	(38,511.69)	Interest Allocation -JUL 09
08/31/09	(36,442.74)	Interest Allocation -AUG 09
09/30/09	(33,107.20)	Interest Allocation -SEP 09
09/30/09	(42,703.41)	GASB 31 ADJUSTMENT
	<u>(601,711.57)</u>	

49-000-49450-00000 GAIN ON SALE OF INVESTMENT

11/30/08	(14,082.25)	GAIN Allocation -NOV08
04/30/09	(5,659.57)	GAIN Allocation -APR09
	<u>(19,741.82)</u>	

FY 2009 Interest & Other Income

621,453

49-000-56040-00000 PROFESSIONAL SERVICES

02/05/09	262.50	DAVID LITTLE REAL ESTATE, INC
02/19/09	6,116.00	ARC ABATEMENT I, LTD
04/06/09	2,927.00	ETI ENVIRONMENTAL SERVICES
04/23/09	75.00	LIZ OLIPHANT & ASSOC,INC
06/15/09	57.00	TEXAS DEPARTMENT OF STATE HEAL
06/24/09	33,450.00	DEVIN HALL
	<u>42,887.50</u>	

49-000-56570-55300 ENGINEERING/ARCHITECTURAL SERV

02/17/09	<u>1,000.00</u>	HUITT-ZOLLARS, INC
	1,000.00	

49-000-58110-00000 LAND PURCHASE

02/04/09	<u>681.25</u>	TEXAS GREEN STAR ENVIRONMENTAL
	681.25	

49-000-58210-00000 STREETS AND ALLEYS

04/06/09	<u>1,440.00</u>	backfill city pot holes on
	1,440.00	

FY 2009 Expenditures

(46,009)

Budget Amendments

-

9/30/2009 Balance

746,542

Fund 49 Unallocated - 00000

9/30/2009 Balance

746,542

49-000-46101-00000 INTEREST EARNINGS

10/31/09	(28,850.89)	Interest Allocation -OCT 09
11/30/09	(42,059.84)	Interest Allocation -NOV 09
12/31/09	(10,531.36)	Interest Allocation -DEC 09
01/31/10	(22,105.61)	Interest Allocation -JAN 10
02/28/10	(19,967.53)	Interest Allocation -FEB 10
03/31/10	(16,574.08)	Interest Allocation -MAR 10
04/30/10	(9,876.07)	Interest Allocation -APR 10
05/31/10	(9,772.32)	Interest Allocation -MAY 10
06/30/10	(8,560.06)	Interest Allocation -JUN 10
07/31/10	(8,611.56)	Interest Allocation -JUL 10
08/31/10	(8,649.03)	Interest Allocation -AUG 10
09/30/10	(8,176.22)	Interest Allocation -SEP 10
09/30/10	30,940.12	GASB 31 ADJUSTMENT
	<u>(162,794.45)</u>	

FY 2010 Interest & Other Income

162,794

49-000-58110-00000 LAND PURCHASE

11/24/09	8,731.68	TEXAS GREEN STAR ENVIRONMENTAL
01/07/10	795.38	TEXAS GREEN STAR ENVIRONMENTAL
01/07/10	10,000.00	LAW OFFICES OF EDDIE VASSALLO,
01/29/10	(8,731.68)	R/C LEGAL FEES FR LAND PURC
01/29/10	(795.38)	R/C LEGAL FEES FR LAND PURC
01/29/10	(10,000.00)	R/C LEGAL FEES FR LAND PURC
06/03/10	3,536.46	TEXAS GREEN STAR ENVIRONMENTAL
06/07/10	170.85	4095 BCD rekey
06/21/10	200.00	4095 Brookhaven Club Dr. bo
06/29/10	14,104.55	SUNBELT INDUSTRIAL SERVICES, I
07/19/10	57.00	TEXAS DEPARTMENT OF STATE HEAL
07/21/10	1,000.00	FARMER & ASSOCIATES, INC
07/26/10	243.00	DAL-WORTH INDUSTRIES, INC
09/30/10	(3,536.46)	R/C TO 49-000-56570-03300
09/30/10	<u>(15,775.40)</u>	R/C TO 49-000-56040-03300

FY 2010 Expenditures

-

9/30/2010 Balance

909,337

Fund 49 Unallocated - 00000

9/30/2010 Balance

909,337

49-000-46101-00000 INTEREST EARNINGS

10/31/10	(7,791.45)	Interest Allocation -OCT 10
11/30/10	(7,193.67)	Interest Allocation -NOV 10
12/31/10	(6,848.37)	Interest Allocation -DEC 10
01/31/11	(6,215.00)	Interest Allocation -JAN 11
02/28/11	(4,932.95)	Interest Allocation -FEB 11
03/31/11	(5,614.40)	Interest Allocation -MAR 11
04/27/11	47.48	Corr Int Alloc -MAR 11
04/30/11	(4,345.23)	Interest Allocation -APR 11
05/31/11	(3,925.30)	Interest Allocation -MAY 11
06/30/11	(3,182.45)	Interest Allocation -JUN 11
07/31/11	(2,606.59)	Interest Allocation -JUL 11
	<u>(52,607.93)</u>	

FY 2011 Interest & Other Income

52,608

FY 2011 Expenditures

-

9/30/2011 Balance

961,945

Vendor	Proj #	Vendor Project #	Description	Council Approval	Project Amt	Amt Paid	Amt Forfeited	Remaining Balance
ARC Abatement	00000		15810 Addison Rd		6,116.00	6,116.00	-	-
Dallas County Tax Office	00000		15812 Addison Rd		4,204.93	4,204.93	-	-
David Little Real Estate	00000		15810 & 15812 Addison Rd		262.50	262.50	-	-
Dept of Health	00000		Asbestos Notification - Addison Rd		57.00	57.00	-	-
Devin Hall	00000		Demolition		33,450.00	33,450.00	-	-
ETI Environmental	00000		Asbestos		5,522.00	5,522.00	-	-
Green Star Environmental	00000		Cody Property Assessments		9,800.20	9,800.20	-	-
Huitt-Zollars	00000		Quorum Drive Record Drawings		1,000.00	1,000.00	-	-
Land America Commonwealth	00000		Purchase 15810&15812 Addison Rd		24,975.35	24,975.35	-	-
Liz Oliphant	00000		PR Story		75.00	75.00	-	-
P-Card	00000		Backfill potholes		1,440.00	1,440.00	-	-
					86,902.98	86,902.98	-	-
Brothers	03300		Labor Vandalized Units		188.00	188.00	-	-
Commissioners Fees	03300		Commissioners Fees		2,550.00	2,550.00	-	-
Cowles & Thompson	03300		Legal Fees		64,458.20	64,458.20	-	-
Dallas County Court	03300		Land Purchase		1,200,000.00	1,200,000.00	-	-
Dat-Worth Industries	03300		Grease Trap Cleaning		243.00	243.00	-	-
Dept of Health	03300		Asbestos/Demolition Notification		1,598.00	1,598.00	-	-
Empire Environmental	03300		Asbestos		13,369.80	13,369.80	-	-
Farmer & Associates	03300		Asbestos & Demolition		6,640.00	6,640.00	-	-
Gill Reprographics	03300		Copies of Plans		1,260.10	1,260.10	-	-
Golden Tree Maintenance	03300		Tree Trimming		1,250.00	1,250.00	-	-
Green Star Environmental	03300		Asbestos & UST Removal		25,194.90	25,194.90	-	-
Halff	03300	27530	Design Services	05/25/10	159,780.00	206,980.00	-	-
	03300			08/24/10	28,900.00		-	-
	03300			01/11/11	14,400.00		-	-
	03300			06/14/11	3,900.00		-	-
Icon	03300	5029-02	SV Alignment Study		22,233.33	20,505.40	1,727.93	-
Law Offices of Eddie Vassallo	03300		Attorney Fees - Brookhaven		10,000.00	10,000.00	-	-
Nabors Demolition	03300		Demolition		23,565.00	23,565.00	-	-
North Texas Contracting	03300		SV Sewer (Part of 1B Contract)	04/28/09	58,679.50	58,679.50	-	-
North Texas Contracting	03300		SV Road Widening	10/26/10	2,477,827.40	2,422,443.86	137,707.04	-
	03300		Change Order #1.1	03/08/11	26,388.00		-	-
	03300		Change Order #1.2	07/12/11	55,935.50		-	-
Oncor	03300		Relocation of Oncor facilities	10/26/10	313,995.25	313,995.25	-	-
P-Card	03300		Re-keys		370.85	370.85	-	-
Red Ink	03300		Plan review and inspection fees		865.00	865.00	-	-
R. H. Shackelford	03300		Project management services	01/25/11	16,200.00	13,214.13	2,985.87	-
Sunbelt Industrial	03300		UST & Canopy Removal		14,104.55	14,104.55	-	-
TCEQ	03300		NOI		325.00	325.00	-	-
Terracon	03300		Pavement testing		19,300.00	21,502.50	(2,202.50)	-
					4,563,521.38	4,423,303.04	1,727.93	138,490.41
Badger Daylighting	83100	Phase 1A,B,C	Utility Locates		12,527.00	12,527.00	-	-
Bass & Hays Foundry	83100	Phase 1A,B,C	TCEQ Manholes		3,774.06	3,774.06	-	-
Couriers Inc	83100	Phase 1A,B,C	Courier Service		111.00	111.00	-	-
Cowles & Thompson	83100	Phase 1A,B,C	Legal Fees		41,625.81	41,625.81	-	-
Dallas County Clerks	83100	Phase 1A,B,C	Easements		256.00	256.00	-	-
Dallas/Addison Catering	83100	Phase 1A,B,C	P-Card: Meal		158.75	158.75	-	-
Gill Reprographics	83100	Phase 1A,B,C	Prints		2,310.33	2,310.33	-	-
HD Waterworks	83100	Phase 1A,B,C	Locking Debris Caps		4,665.60	4,665.60	-	-

Vendor	Proj #	Project #	Description	Council Approval	Project Amt	Amt Paid	Amt Forfeited	Remaining Balance
Icon	83100 Phase 1A,B,C	5029-01	VP Infrastructure Improvements	04/08/08	1,997,200.00	2,248,522.78		62,977.22
	Phase 1A		\$50,880	02/24/09	58,500.00			
	Phase 1B		\$884,020	03/24/09	107,550.00			
	Phase 1C		\$1,267,100	08/11/09	38,750.00			
	Phase 1C			07/12/11	109,500.00			
Lee Engineering	83100 Phase 1A,B,C	T1145.14	Walkability Study		7,000.00	7,000.00		-
Liz Oliphant	83100 Phase 1A,B,C		PR Story		300.00	300.00		-
Nathan Maier	83100 Phase 1A,B,C	08-12-092	Consulting Reviews		4,648.45	4,648.45		-
P-Card	83100 Phase 1A,B,C		Copies		173.57	173.57		-
Salaries	83100 Phase 1A,B,C		Salaries		707.72	707.72		-
TCEQ	83100 Phase 1A,B,C		NOI		852.25	852.25		-
Tri Dal Celina	83100 Phase 1A		VP Infrastructure Ph1A	10/14/08	336,917.00	336,917.00		-
UDR	83100 Phase 1A		8% on Tri Dal Invoices	11/11/08	26,953.36	24,314.02		2,639.34
North Texas Contracting	83100 Phase 1B		VP Infrastructure Ph1B	04/28/09	5,954,740.00	5,638,268.76		(0.01)
	83100 Phase 1B		Change Order #1		(99,168.00)			
	83100 Phase 1B		Change Order #2		(97,738.40)			
	83100 Phase 1B		Change Order #3		(62,322.05)			
	83100 Phase 1B		Change Order #4		24,236.00			
	83100 Phase 1B		Change Order #5		39,631.80			
	83100 Phase 1B		Change Order #6		1,107.70			
	83100 Phase 1B		Change Order #7		(63,538.80)			
	83100 Phase 1B		Portion charged to 03300		(58,679.50)			
UDR	83100 Phase 1B		8% on NTC Ph1B	04/28/09	430,478.26	432,968.08		(2,489.82)
C. Miller Drilling	83100 Phase 1C		Vitruvian Well Construction	08/23/11	95,000.00	-		95,000.00
Dallas Morning News	83100 Phase 1C		Ad for Water Rights Permit		1,333.40	1,333.40		-
Kleinfelder	83100 Phase 1C	111049	Global Slope Stability Analysis		13,800.00	13,800.00		-
Kleinfelder	83100 Phase 1C		Water Well Design	04/12/11	87,000.00	38,000.00		49,000.00
Looney Ricks Kiss	83100 Phase 1C		VP Site Signage		9,550.00	6,845.05	2,704.95	-
North Texas Contracting	83100 Phase 1C		VP Infrastructure Ph1C	02/09/10	9,140,815.30	7,827,228.54		1,322,363.31
	83100 Phase 1C		Change Order #1	02/09/10	(679,683.76)			
	83100 Phase 1C		Change Order #2	08/10/10	232,939.76			
	83100 Phase 1C		Change Order #3	08/10/10	190,786.00			
	83100 Phase 1C		Change Order #4	11/09/10	217,812.30			
	83100 Phase 1C		Change Order #5	03/08/11	57,262.73			
	83100 Phase 1C		Change Order #6		(10,340.48)			
Oncor	83100 Phase 1C		Park Electrical	01/25/11	77,779.21	77,779.21		-
R. H. Shackelford	83100 Phase 1C		Project mgmt services - Well	04/26/11	9,588.94	1,991.95		
R. H. Shackelford	83100 Phase 1C		Project mgmt - as needed basis	04/26/11	2,309.40	642.69		
UDR	83100 Phase 1C		6.37% on NTC Ph1C	02/23/10	548,890.52	498,594.45		
	Phase 1C				13,743.38			
Kleinfelder	83100 Phase 1A	99526	Construction Phase Services	10/28/08	13,476.68	458,993.57		134,095.44
	83100 Phase 1B	99526	Construction Phase Services		227,877.93			
	83100 Phase 1C	99526	Construction Phase Services		369,783.67			
	83100 Phase 1D	99526	Construction Phase Services		92,974.87	136,746.99		
	83100 Phase 1E	99526	Construction Phase Services		42,861.14	25,164.00		
	83100	99526	Additional Work Orders		8,025.70			
Austin Bridge & Road	83100 Phase 1D		VP Infrastructure Ph1D	06/22/10	4,522,112.79	4,386,956.15		261,787.46
	83100 Phase 1D		Change Order #1	06/22/10	76,963.26			
	83100 Phase 1D		Change Order #2	12/14/10	102,892.16			
	83100 Phase 1D		Change Order #3		(53,224.60)			
Dept of Health	83100 Phase 1D		Demolition Permit		57.00	57.00		-
Gill Reprographics	83100 Phase 1D		Prints		290.40	290.40		-
Half	83100 Phase 1D	27343	VP Bridge Design		23,700.00	23,700.00		-
Half	83100 Phase 1D	27379	VP Bridge Design	02/23/10	370,000.00	370,000.00		-
Half	83100 Phase 1D	27379 C1	VP Bridge Design	06/22/10	52,000.00	166,468.26		3,506.61

was \$43,213.27 approved by Council 10/26/10

Per MFA, UDR gets 8% of the amount of construction that the Town is paying for. Project Amt = 8% of net Town expenses. UDR is using 6.37% of the total construction cost to estimate their fee and we will true up prior to paying them the final check for Phase 1C.

as of 8/16/11 cost analysis included with 8/23/11 agenda

as of 8/16/11 cost analysis included with 8/23/11 agenda

up to \$150,000 for change orders approved

approved up to \$110,000

Vendor	Proj #	Vendor Project #	Description	Council Approval	Project Amt	Amt Paid	Amt Forfeited	Remaining Balance
								as of 6/21/11 cost analysis included with 6/28/11 agenda
HNTB	83100 Phase 1D	PL-001	VP Bridge Review	12/08/09	50,000.00	36,389.94	13,610.06	-
Nathan Maier	83100 Phase 1D	PL-001	Channel Design	06/28/11	33,853.00	2,866.25		30,986.75
UDR	83100 Phase 1D		4.75% on ABR Ph1D	06/22/10	215,836.64	208,380.42		
City of Farmers Branch	83100 Phase 1E		Replace street signs		3,550.50	3,550.50		
Icon	83100 Phase 1E	5029-02	SV Alignment Study	11/11/07	10,252.70		863.97	
Icon	83100 Phase 1E	5029-01	VP Infrastructure Improvements	02/09/10	118,775.00	135,119.79		(16,344.79)
North Texas Contracting	83100 Phase 1E		Vitruvian Way Extension	10/26/10	1,000,569.50	1,001,185.06		70,343.53
83100 Phase 1E			Change Order #2.1	03/08/11	60,851.50			
83100 Phase 1E			Change Order #2.2	07/12/11	10,107.59			
TBG Partners	83100 Phase 1E		Intersection Design		3,671.86	3,031.86		640.00
UDR	83100 Phase 1E		8% on NTC Ph1E	03/08/11	85,722.29	70,842.65		14,879.64
CPS Civil	83100 Phase 2		VP Infrastructure Ph2	03/22/11	862,824.60	667,449.58		81,262.02
Icon	83100 Phase 2	5029-03	Bella Lane Design Fees	06/22/10	138,075.00	131,240.24		6,834.76
Kleinfelder	83100 Phase 2	118746	Inspection Services	03/22/11	29,948.46	26,810.50		3,137.96
R. H. Shackelford	83100 Phase 2		Project mgmt services - Bella	04/26/11	14,685.14	1,423.70		13,261.44
R. H. Shackelford	83100 Phase 2		Project mgmt - as needed basis	04/26/11	2,309.40	-		2,309.40
UDR	83100 Phase 2		8% on Ph2	03/22/11	59,896.93	37,623.54		22,273.39
					27,387,261.58	25,130,859.57	17,178.98	2,239,223.03
Land America Commonwealth	84301		Purchase of Cody Property		843,286.72	843,286.72		-
Underground Coalition	84301		Concrete Base - 15812 Addison Rd		24,700.00	24,700.00		-
					867,986.72	867,986.72		-
Aerial Photography	84600		Photo of Storage Tank Site		642.00	642.00		-
Brad Goldberg	84600		Design of Storage Tank		41,400.00	41,400.00		-
Freese-Nichols	84600	ADD08101	Preliminary Design		76,544.00	64,228.07		12,315.93
Freese-Nichols	84600	ADD08459	Design Services	11/11/08	550,000.00	507,397.25		111,919.23
				10/13/09	56,155.00			
				10/11/11	(13,100.00)			
					26,261.48			
Freese-Nichols	84600	ADD10280	SECO Grant Feasibility Study	07/13/10	97,500.00	82,226.58		15,273.42
Kimley-Horn	84600	063543015	Surveying		2,000.00	1,018.50		981.50
Landmark Structures Mgmt Inc.	84600		Elevated Storage Tank	02/22/11	5,704,900.00	2,308,228.30		3,396,671.70
P-Card	84600		Rental and copies		323.10	323.10		-
R. H. Shackelford	84600		Project mgmt svcs - Storage Tank	04/26/11	9,315.96	1,063.98		8,251.98
R. H. Shackelford	84600		Project mgmt - as needed basis	04/26/11	2,309.40	-		2,309.40
Terracon	84600				18,885.00	12,512.00		6,373.00
					6,573,135.94	3,019,039.78		3,554,096.16
					39,478,808.60	33,528,092.09	18,906.91	5,931,809.60

Per WFA, UDR gets 8% of the amount of construction that the Town is paying for. Project Amt = 8% of net Town expenses. UDR is using 4.75% of the total construction cost to estimate their fee and we will true up prior to paying them the final check for Phase 1D.

Vendor
 Summary by Project:
 VP - 83100
 SV - 03300
 EST - 84600
 Addison Rd - 84301
 Unassigned - 00000

Vendor Project #	Proj #	Description	Council Approval	Project Amt	Amt Paid	Amt Forfeited	Remaining Balance
	Phase 1A,B,C			19,450,978.60	17,685,310.04	2,704.95	1,736,888.63
	Phase 1D			5,605,430.40	5,331,855.41	13,610.06	303,737.05
	Phase 1E			1,337,226.05	1,249,146.56	863.97	69,518.38
	Phase 2			993,626.53	864,547.56	-	129,078.97
				4,563,521.38	4,423,303.04	1,727.93	138,490.41
				6,573,135.94	3,019,039.78	-	3,554,096.16
				867,986.72	867,986.72	-	-
				86,902.98	86,902.98	-	-
				39,478,808.60	33,528,092.09	18,906.91	5,931,809.60

49-000-20610-83100

6/3/2010	AP	03529 0000000	(6,000.00)	NORTH TEXAS CONTRACTING, INC.	APP 1 05/24/10
6/10/2010	AP	03529 0000000	(16,430.25)	NORTH TEXAS CONTRACTING, INC.	APP 2 053110
7/15/2010	AP	03529 0000000	(32,971.95)	NORTH TEXAS CONTRACTING, INC.	APP 3 07/06/10
8/12/2010	AP	03529 0000000	(56,925.84)	NORTH TEXAS CONTRACTING, INC.	APP 4 08/06/10
9/16/2010	AP	03529 0000000	(43,030.51)	NORTH TEXAS CONTRACTING, INC.	APP 14 07/23/10
9/17/2010	AP	13174 0000000	(31,437.27)	AUSTIN BRIDGE & ROAD LP	APP 1 09/10/10
9/30/2010	JE	4750	(19,422.75)	AUSTIN SEPT INV ACCRUAL	APP 2 10/19/10
9/30/2010	JE	4751	(28,795.68)	N TX CONT SEPT INV ACCRUAL	APP 6 10/19/10
11/18/2010	AP	13174 0000000	(6,914.26)	AUSTIN BRIDGE & ROAD LP	APP 3 11/12/10
11/18/2010	AP	03529 0000000	(14,154.22)	NORTH TEXAS CONTRACTING, INC.	APP 7 11/12/10
12/9/2010	AP	13174 0000000	(11,803.66)	AUSTIN BRIDGE & ROAD LP	APP 4 12/03/2010
12/15/2010	AP	03529 0000000	(131.00)	NORTH TEXAS CONTRACTING, INC.	APP 1 12/09/10
12/22/2010	AP	03529 0000000	(37,700.14)	NORTH TEXAS CONTRACTING, INC.	APP8 12/10/10
1/12/2011	AP	13174 0000000	(24,577.25)	AUSTIN BRIDGE & ROAD LP	APP5 01/03/11
1/27/2011	AP	03529 0000000	(35,504.52)	NORTH TEXAS CONTRACTING, INC.	APP9 01/17/11
2/16/2011	AP	03529 0000000	(837.00)	NORTH TEXAS CONTRACTING, INC.	APP3 01/31/11
2/16/2011	AP	13174 0000000	(46,147.08)	AUSTIN BRIDGE & ROAD LP	APP6 01/31/11
2/22/2011	AP	03529 0000000	(24,728.57)	NORTH TEXAS CONTRACTING, INC.	APP10 02/11/11
3/17/2011	AP	13174 0000000	(13,233.44)	AUSTIN BRIDGE & ROAD LP	APP7 030811
3/17/2011	AP	03529 0000000	(14,252.51)	NORTH TEXAS CONTRACTING, INC.	APP11 031411
3/17/2011	AP	03529 0000000	(10,070.55)	NORTH TEXAS CONTRACTING, INC.	APP4 03/10/11
4/20/2011	AP	13174 0000000	(45,035.22)	AUSTIN BRIDGE & ROAD LP	APP8 041311
4/20/2011	AP	03529 0000000	(3,638.30)	NORTH TEXAS CONTRACTING, INC.	APP5 041311
4/28/2011	AP	03529 0000000	(20,021.95)	NORTH TEXAS CONTRACTING, INC.	APP12 041311
5/18/2011	AP	06138 0000000	(4,164.37)	CPS CIVIL, LLC	APP1 051011
5/18/2011	AP	03529 0000000	(12,639.65)	NORTH TEXAS CONTRACTING, INC.	APP13 051311
5/18/2011	AP	03529 0000000	(3,210.17)	NORTH TEXAS CONTRACTING, INC.	APP6 051011
5/18/2011	AP	13174 0000000	(23,434.66)	AUSTIN BRIDGE & ROAD LP	APP9 051011
6/15/2011	AP	06138 0000000	(4,950.00)	CPS CIVIL, LLC	APP2 060611
6/15/2011	AP	03529 0000000	(3,714.25)	NORTH TEXAS CONTRACTING, INC.	APP7 060811
6/15/2011	AP	03529 0000000	(21,341.28)	NORTH TEXAS CONTRACTING, INC.	APP14 060311
6/29/2011	AP	13174 0000000	(3,016.64)	AUSTIN BRIDGE & ROAD LP	APP10 053111
7/22/2011	AP	13174 0000000	(5,870.19)	AUSTIN BRIDGE & ROAD LP	APP11 071511
7/22/2011	AP	03529 0000000	(4,634.81)	NORTH TEXAS CONTRACTING, INC.	APP8 071511
7/28/2011	AP	03529 0000000	(24,876.42)	NORTH TEXAS CONTRACTING, INC.	APP15 072111
7/28/2011	AP	06138 0000000	(4,130.15)	CPS CIVIL, LLC	APP3 071811
8/18/2011	AP	03529 0000000	(22,585.91)	NORTH TEXAS CONTRACTING, INC.	APP16 080911
8/18/2011	AP	06138 0000000	(6,058.55)	CPS CIVIL, LLC	APP4 080811
8/18/2011	AP	03529 0000000	(14,161.97)	NORTH TEXAS CONTRACTING, INC.	APP9 080811
9/14/2011	AP	03529 0000000	(5,746.35)	NORTH TEXAS CONTRACTING, INC.	APP10 090811
9/28/2011	AP	06138 0000000	(10,305.60)	CPS CIVIL, LLC	APP5 090811
			(718,604.89)		

61-000-20610-83100

2/16/2011	AP	03529 0000000	(1,231.50)	NORTH TEXAS CONTRACTING, INC.	APP3 01/31/11
3/17/2011	AP	03529 0000000	(1,524.59)	NORTH TEXAS CONTRACTING, INC.	APP4 03/10/11
4/20/2011	AP	03529 0000000	(9.87)	NORTH TEXAS CONTRACTING, INC.	APP5 041311
5/18/2011	AP	06138 0000000	(12.50)	CPS CIVIL, LLC	APP1 051011

6/15/2011 AP 06138 000000	(1,142.00)	CPS CIVIL, LLC	APP2 060611
7/22/2011 AP 03529 000000	(3,298.33)	NORTH TEXAS CONTRACTING, INC.	APP8 071511
7/28/2011 AP 06138 000000	(4,279.75)	CPS CIVIL, LLC	APP3 071811
8/18/2011 AP 06138 000000	(15.00)	CPS CIVIL, LLC	APP4 080811
8/18/2011 AP 03529 000000	(485.25)	NORTH TEXAS CONTRACTING, INC.	APP9 080811
9/28/2011 AP 06138 000000	(71.00)	CPS CIVIL, LLC	APP5 090811
	<u>(12,069.79)</u>		

49-000-20610-03300

12/15/2010	AP	03529 000000	(12,655.10)	NORTH TEXAS CONTRACTING, INC.	APP 1 12/09/10
1/27/2011	AP	03529 000000	(10,435.70)	NORTH TEXAS CONTRACTING, INC.	APP2 01/17/11
2/16/2011	AP	03529 000000	(6,245.00)	NORTH TEXAS CONTRACTING, INC.	APP3 01/31/11
3/17/2011	AP	03529 000000	(935.73)	NORTH TEXAS CONTRACTING, INC.	APP4 03/10/11
4/20/2011	AP	03529 000000	(17,736.61)	NORTH TEXAS CONTRACTING, INC.	APP5 041311
5/18/2011	AP	03529 000000	(11,232.19)	NORTH TEXAS CONTRACTING, INC.	APP6 051011
6/15/2011	AP	03529 000000	(2,557.73)	NORTH TEXAS CONTRACTING, INC.	APP7 060811
7/22/2011	AP	03529 000000	(21,285.40)	NORTH TEXAS CONTRACTING, INC.	APP8 071511
8/18/2011	AP	03529 000000	(28,587.53)	NORTH TEXAS CONTRACTING, INC.	APP9 080811
9/14/2011	AP	03529 000000	(4,761.25)	NORTH TEXAS CONTRACTING, INC.	APP10 090811
			<u>(116,432.24)</u>		

61-000-20610-03300

3/17/2011	AP	03529 000000	(5,155.45)	NORTH TEXAS CONTRACTING, INC.	APP4 03/10/11
4/20/2011	AP	03529 000000	(2,446.15)	NORTH TEXAS CONTRACTING, INC.	APP5 041311
5/18/2011	AP	03529 000000	(675.50)	NORTH TEXAS CONTRACTING, INC.	APP6 051011
6/15/2011	AP	03529 000000	(1,052.20)	NORTH TEXAS CONTRACTING, INC.	APP7 060811
7/22/2011	AP	03529 000000	(1,202.50)	NORTH TEXAS CONTRACTING, INC.	APP8 071511
8/18/2011	AP	03529 000000	(343.00)	NORTH TEXAS CONTRACTING, INC.	APP9 080811
9/14/2011	AP	03529 000000	(190.00)	NORTH TEXAS CONTRACTING, INC.	APP10 090811
			<u>(11,064.80)</u>		

61-000-20610-84600

4/28/2011	AP	07470 000000	(15,412.25)	LANDMARK STRUCTURES I, L.P.	APP1 040611
5/18/2011	AP	07470 000000	(21,500.00)	LANDMARK STRUCTURES I, L.P.	APP2 050211
7/28/2011	AP	07470 000000	(38,250.00)	LANDMARK STRUCTURES I, L.P.	APP3 053111
7/28/2011	AP	07470 000000	(17,350.00)	LANDMARK STRUCTURES I, L.P.	APP4 063011
8/11/2011	AP	07470 000000	(4,673.45)	LANDMARK STRUCTURES I, L.P.	APP5 073111
9/8/2011	AP	07470 000000	(24,300.00)	LANDMARK STRUCTURES I, L.P.	APP6 083111
			<u>(121,485.70)</u>		

(979,657.42)

Council Agenda Item: #R6

AGENDA CAPTION:

Discussion and consideration of consent to a proposed First Amendment to a Reciprocal Easement at Addison Airport between the ground lease tenant (Donaldson) of 4584 Claire Chennault and the ground lease tenant of 4582 Claire Chennault.

FINANCIAL IMPACT:

N/A

BACKGROUND:

The tenants of the two referenced ground leases are currently subject to a Reciprocal Easement Agreement giving each tenant certain rights of access over the other's leased premises. Airport Management has found the easement agreement in its original form falls short of giving the parties the necessary and appropriate ingress/egress to reasonably use their respective properties. The respective tenants are mutually requesting the Town's consent to the proposed First Amendment for the purpose of resolving certain discrepancies contained within the original agreement.

Airport Management has worked with the two tenants to develop the proposed First Amendment to the Reciprocal Easement. Consequently, the ramp area subject to the easement is proposed to run the entire length of the aircraft apron of Tract A and Tract B, giving each party the right to access the other's aircraft ramp for the purpose of aircraft, vehicular and pedestrian movement (to the extent permitted by the Airport Rules and Regulations). Furthermore, Donaldson grants Hartman ingress/egress across its driveway for the purpose of vehicular and pedestrian traffic.

Additionally, each party is to maintain the areas subject to the easement free of any obstacle obscuring the granted access. If an obstacle is found to be in the way, the complaining party is to give the offending party a two-hour notice to clear the obstacle before

the complaining party may remove the obstacle with impunity.

Airport Management is recommending the Town give its consent to the proposed First Amendment to the Reciprocal Easement, which shall also be binding on each of the tenant's heirs, successors and assigns. The city attorney has reviewed the proposed agreement and finds it acceptable for the stated purpose.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Develop and utilize the Addison Airport as an engine to drive economic growth in the community

ATTACHMENTS:

Description:

- [Cover Memo](#)
- [Bill Dyer - Memorandum](#)

Type:

- Cover Memo
- Backup Material

Council Agenda Item: _____

SUMMARY:

Discussion and consideration of consent to a proposed First Amendment to a Reciprocal Easement between the Estate of James D. Donaldson, Kenny Donaldson, Executor, Ground Tenant of GL# 0630-3201; 4584 Claire Chennault ("Tract B – Donaldson") and Doyle & Margaret Hartman D.B.A. Doyle Hartman, Oil Operator, Ground Tenant of GL# 0640-3101; 4582 Claire Chennault ("Tract A – Hartman").

BACKGROUND:

The tenants of the two referenced ground leases are currently subject to a Reciprocal Easement Agreement giving each tenant certain rights of access over the other's leased premises. Airport Management has found the easement agreement in its original form falls short of giving the parties the necessary and appropriate ingress/egress to reasonably use their respective properties. The respective tenants are mutually requesting the Town's consent to the proposed First Amendment for the purpose of resolving certain discrepancies contained within the original agreement.

Airport Management has worked with the two tenants to develop the proposed First Amendment to the Reciprocal Easement. Consequently, the ramp area subject to the easement is proposed to run the entire length of the aircraft apron of Tract A and Tract B, giving each party the right to access the other's aircraft ramp for the purpose of aircraft, vehicular and pedestrian movement (to the extent permitted by the Airport Rules and Regulations). Furthermore, Donaldson grants Hartman ingress/egress across its driveway for the purpose of vehicular and pedestrian traffic.

Additionally, each party is to maintain the areas subject to the easement free of any obstacle obscuring the granted access. If an obstacle is found to be in the way, the complaining party is to give the offending party a two-hour notice to clear the obstacle before the complaining party may remove the obstacle with impunity.

Airport Management is recommending the Town give its consent to the proposed First Amendment to the Reciprocal Easement, which shall also be binding on each of the tenant's heirs, successors and assigns. The city attorney has reviewed the proposed agreement and finds it acceptable for the stated purpose.

RECOMMENDATION:

Staff recommends approval.

Memorandum

To: Mark Acevedo
Director of General Services - Town of Addison

From: Bill Dyer
Real Estate, Addison Airport

Cc: Joel Jenkinson
Airport Director, Addison Airport

Date: October 24, 2011

Re: Requested Action by Town of Addison from
THE ESTATE OF JAMES D. DONALDSON, KENNY DONALDSON, EXECUTOR, Ground Tenant of GL# 0630-3201; 4584 Claire Chennault ("Tract B – Donaldson")
and
DOYLE & MARGARET HARTMAN, D.B.A. DOYLE HARTMAN, OIL OPERATOR, Ground Tenant of GL# 0640-3101; 4582 Claire Chennault ("Tract A – Hartman")

Summary of Requested Action and Recommendation by Airport Manager

In regard to the above-referenced ground leases, the respective tenants are mutually requesting the Town's consent to the proposed First Amendment to Reciprocal Easement attached hereto as Exhibit "A". The purpose of the amendment is to resolve certain discrepancies contained within the original agreement. Airport Management recommends the Town give its consent to the requested action. The city attorney has reviewed the proposed amendment and finds it acceptable for the stated purpose.

Background Information

The two subject ground leases were first entered into by Donham Oil Tool Company, Inc. as the tenant and AATI and the Town of Addison as the landlord on June 17, 1981. Subsequently, Donham constructed a hangar on each leased site of comparable size and type. In June 1983, Donham assigned what is referred herein (and in the proposed amendment) as "Tract B – Donaldson" to Airport Associates, Ltd. As part of this transaction, Donham and Airport Associates entered into a Reciprocal Easement Agreement granting Donham aircraft, vehicle and pedestrian access over Airport Associates' aircraft ramp (Figure 1 – shaded in green) while Airport Associates was granted the right to have a portion of their hangar door encroach onto Donham's leased premises (area too small to show here). The Town consented to this easement.



Figure 1: Original Easement Area.

After various assignments, Doyle and Margret Hartman became the tenant of Tract A-Hartman. Likewise, after various assignments, the Estate of James D. Donaldson, Kenney Donaldson as executor, is currently the tenant of Tract B-Donaldson.

Based upon the tenants' use of their respective facilities, it has become apparent to Airport Management that certain deficiencies exist within the current easement arrangement. First, as a cargo operator, it is necessary for Donaldson to receive land-freight deliveries across the Hartman ramp. Secondly, Hartman does not have legal access to their own off-street parking without first trespassing onto the Donaldson's leased premises. In the past, these conditions gave rise to occasional conflict between the two tenants.

Proposed Action: Airport Management has worked with the two tenants to develop the proposed First Amendment to the Reciprocal Easement. Consequently, the ramp area subject to the easement is proposed to run the entire length of the aircraft apron of Tract A and Tract B, giving each party the right to access the other's aircraft ramp for the purpose of aircraft, vehicular and pedestrian movement (to the extent permitted by the Airport Rules and Regulations). Furthermore, Donaldson grants Hartman ingress/egress across its driveway for the purpose of vehicular and pedestrian traffic. Additionally, each party is to maintain the areas subject to the easement free of any obstacle obscuring the

granted access. If an obstacle is found to be in the way, the complaining party is to give the offending party a two-hour notice to clear the obstacle before the complaining party may remove the obstacle with impunity.



Figure 2: The green shaded areas above are proposed to be added to the terms of the Reciprocal Easement Agreement.

Conclusion and Recommended Action: The tenants of the two referenced ground leases are currently subject to a Reciprocal Easement Agreement giving each tenant certain rights of access over the other's leased premises. Airport Management has found the easement agreement in its original form falls short of giving the parties the necessary and appropriate ingress/egress to reasonably use their respective properties. Therefore, Airport Management is recommending the Town give its consent to the proposed First Amendment to the Reciprocal Easement attached hereto as Exhibit "A.", which shall also be binding on each of the tenant's heirs, successors and assigns. The city attorney has reviewed the proposed agreement and finds it acceptable for the stated purpose.

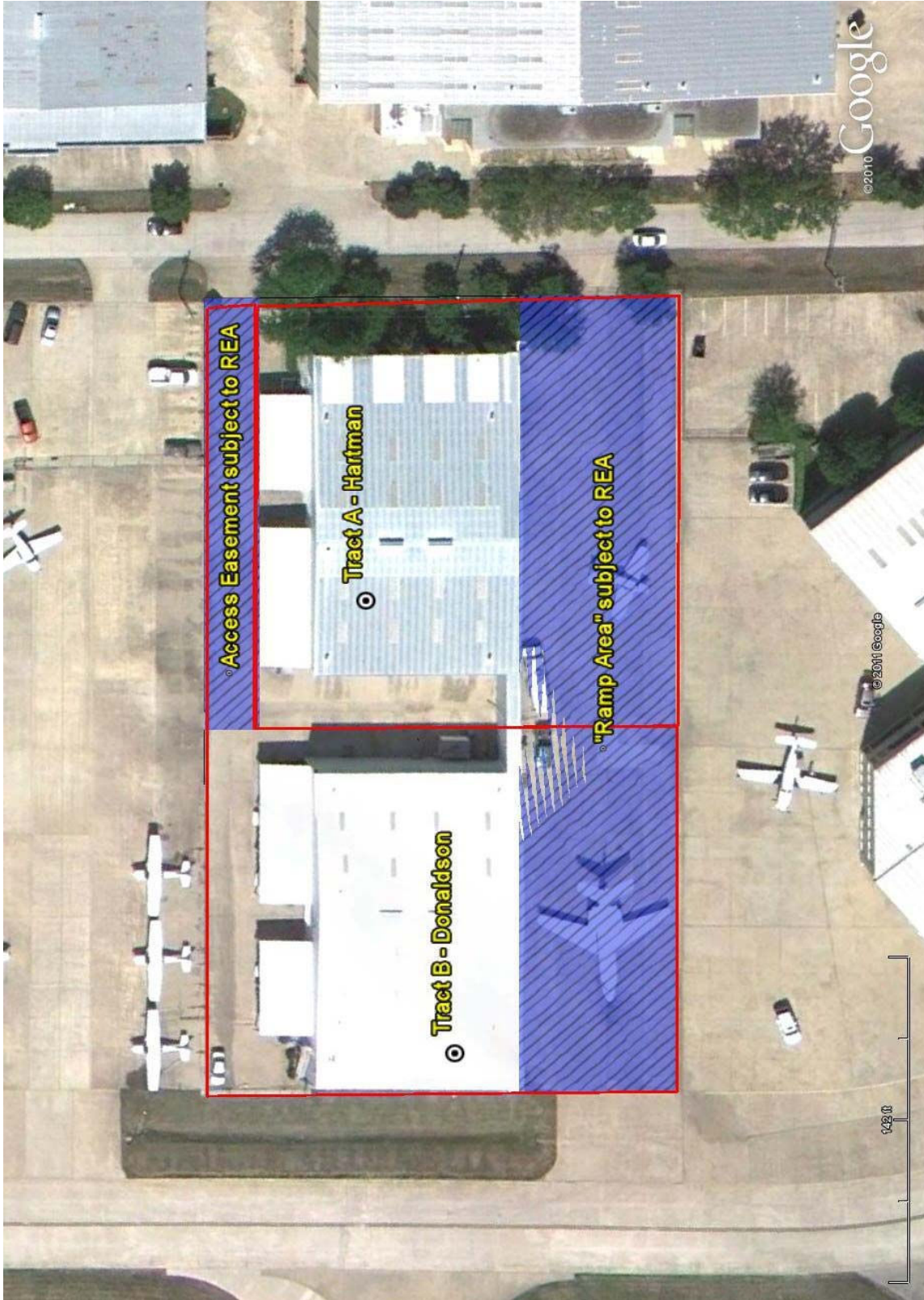


Figure 3: All the areas shaded in blue cross-hatched is to be included under the proposed First Amendment to Reciprocal Agreement

Exhibit "A"

AFTER RECORDING RETURN TO:
Larry O. Littleton, The Law Offices of
Larry O. Littleton 5001 Spring Valley Road,
Suite 400 East Dallas, Texas 75244-3947

FIRST AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

THIS FIRST AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT (this "**Agreement**") is made and entered into as of the _____ day of _____, 2011, by and between DOYLE HARTMAN and MARGARET M. HARTMAN d/b/a DOYLE HARTMAN, OIL OPERATOR ("**Hartman**") and the ESTATE OF JAMES DONALD DONALDSON ("**Donaldson**").

WITNESSETH:

WHEREAS, Donham Oil Tool Company, Inc., a Texas corporation ("**Donham**"), and Airport Associates, Ltd., a Texas limited partnership ("**Airport Associates**"), executed a Reciprocal Easement Agreement (the "**REA**") dated June 28, 1983, recorded in Volume 83139, Page 1576 of the Deed Records of Dallas County, Texas, and also recorded in Volume 83248, Page 4110 of the Deed Records of Dallas (a true and correct copy of the REA is attached hereto as **Exhibit "A"**); and

WHEREAS, Hartman is the leasehold owner of that certain tract of real property identified as "Tract A" in the REA (the "**Hartman Tract**"), and is the successor of interest to the FDIC, as Receiver for Independence Bank of Plano, the successor of interest by substitute trustee's deed to Flytex, Inc., a Texas corporation, the successor of interest to Donham; and

WHEREAS, Donaldson is the leasehold owner of that certain tract of real property identified as "Tract B" in the REA (the "**Donaldson Tract**"), and is the successor of interest to James Donaldson, an individual now deceased, the successor of interest to John N. Barbee and James Donaldson, d.b.a. Addison Aircraft Storage, successor of interest to Airport Associates, LTD, a Texas limited partnership, the successor of interest to Donham; and

WHEREAS, by that certain Letter Testamentary (No. PB1-359-2007) given by Probate Court No. 1, Collin County, Texas, on said date appointed Kenneth Charles Donaldson as Executor of the Estate of James Donald Donaldson; and

WHEREAS, Hartman and Donaldson desire to amend the REA in certain respects.

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1 The Ramp Area (as such term is defined in the REA) shall the portion of the Hartman Tract and the Donaldson Tract of the concrete area on the east side of the hangars within the following four points: (i) the northwest corner of such concrete area, (ii) the northeast corner of such concrete area, (iii) the southeast corner of such concrete area, and (iv) the southwest corner of such concrete area. The Ramp Area is shown on Exhibit "B" attached hereto and made a part hereof for all purposes. The Ramp Area on Exhibit "B" is shaded in blue and marked "**Ramp Area**."

2 Donaldson hereby confirms and, to the extent legally necessary, does grant and convey to Hartman, his successors and assigns (as owners of the Hartman Tract or any portion thereof), a perpetual, non-exclusive access easement for pedestrian and vehicular ingress and egress between the Hartman Tract and Claire Chennault Street, upon and across the portion of the Donaldson Tract, twenty feet (20') in width, adjacent to the southwest boundary of the Hartman Tract , from Claire Chennault Street 190 feet to the

extended southeastern property line of the Hartman Tract. The location of the access easement is shown on Exhibit "B" attached hereto and made a part hereof for all purposes. This area is shaded blue on Exhibit "B" and marked "*Access Easement*."

3 Hartman and Donaldson hereby confirm and, to the extent legally necessary, do grant and convey to each other, their successors and assigns (as owners of the Hartman Tract and the Donaldson Tract, respectively, or any portion thereof), a perpetual, non-exclusive access easement for pedestrian, vehicular, and aircraft ingress and egress over The Ramp Area to get from Claire Chennault Road to the taxiway and from the taxiway to Claire Chennault Road.

4 Section 3.03 of the REA is hereby amended by the addition of the following at the end of such Section: "If at any time any such vehicle, aircraft, equipment or such other object hinders either party's access to and from the taxiway or to and from Claire Chennault road, the offending party shall within two hours from notice by the complaining party remove the item to allow access. Subject to the provisions of this Section 3.03 the offending party will be allowed to replace the vehicle, aircraft, or equipment immediately after giving the complaining party access.

5 For purposes of Section 3.08 of the REA, Hartman's address is:

Doyle Hartman and Margaret M. Hartman
d/b/a Doyle Hartman, Oil Operator c/o Larry O. Littleton
5001 Spring Valley Road, Suite 400 East
Dallas, Texas 75244-3947

and Donaldson's address is:

Donaldson Family Living Trust c/o Kenneth Donaldson
4584 Claire Chennault Rd.
Addison, Texas 75001

6 To the extent there are any inconsistencies between this Agreement and the REA, the terms of this Agreement control. Otherwise, nothing in this Agreement shall modify or alter the terms and conditions of the REA.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

**DOYLE HARTMAN and MARGARET
M. HARTMAN d/b/a DOYLE
HARTMAN, OIL OPERATOR**

ESTATE OF JAMES DONALD DONALDSON

By:

Doyle Hartman

By:

Kenneth Charles Donaldson, Executor

By:

Margaret M. Hartman

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Doyle Hartman, Doyle Hartman, Oil Operator known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (he, she) executed the same for the purposes and consideration therein stated.

GIVEN under my hand and seal of office this _____ day of _____, 2011.

[SEAL]

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Margret M. Hartman, Doyle Hartman, Oil Operator known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (he, she) executed the same for the purposes and consideration therein stated.

GIVEN under my hand and seal of office this _____ day of _____, 2011.

[SEAL]

Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Kenneth Charles Donaldson, Executor for the Estate of James Donald Donaldson known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (he, she) executed the same for the purposes and consideration therein stated.

GIVEN under my hand and seal of office this _____ day of _____, 2011.

[SEAL]

Notary Public, State of Texas

CONSENT OF LANDLORD

Graphic representation depicting easement in relation to the
Hartman Tract and the Donaldson Tract

The _____ undersigned, the
Landlord under the Ground Leases covering the Hartman Tract and the Donaldson Tract, hereby consents
to the above First Amendment to Reciprocal Easement Agreement waiving none of its rights under said
Ground Leases.

TOWN OF ADDISON, TEXAS,
A HOME RULE MUNICIPALITY

By: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2011, by
_____ of the TOWN OF ADDISON, A
HOME RULE MUNICIPALITY, on behalf of said City.

Notary Public, State of Texas

My Commission Expires:

(Printed or Typed Name of Notary)

Exhibit "A"

**To the
Proposed First Amendment to
Reciprocal Easement**

Area owned by Associates (the "Associates Ramp Area") in order to provide access to and from Tract A to and from the Taxiway, together with permanent rights of entry upon the Associates Ramp Area for the purpose of maintaining and repairing the Improvements.

1.03. Donham and Associates hereby reserve the right, for themselves and their respective successors and assigns, to grant such other or similar easements, rights, rights-of-way and privileges over and across their respective Tracts; provided, however, any such other easements, rights, rights-of-way and privileges hereinafter granted over, across or under Tracts A and B shall not interfere with the use of any of the easements, rights, rights-of-way and servitudes herein granted.

1.04. It is the intention of Donham and Associates that this Agreement shall be for the exclusive benefit of the owner(s) of Tracts A and B. Nothing contained herein, express or implied, shall confer upon any person or entity other than said owner(s) any rights or remedies under or by reason of this Agreement. Associates and Donham and any other owner(s) of Tract A or Tract B shall each have the right to grant a license, right or permission to their respective officers, employees, tenants, business invitees and all licensees and guests to use any of the easement areas or avail themselves of any rights granted herein, but any action to enforce any of such rights may be maintained only by Associates, Donham or such other owner(s) or their respective successors and assigns.

ARTICLE II

Maintenance of Improvements

2.01. Donham and Associates hereby covenant and agree to maintain and repair the ramp improvements located on the Ramp Area (the "Improvements"). Such maintenance and repair shall include, but not be limited to, cleaning, sweeping, ice and snow removal, repair of paving and lighting, restriping of paving, and such other necessary maintenance and repairs, including the necessary safety measures, to the extent necessary to maintain the Improvements on the Ramp Area in a condition substantially equivalent to their condition and usefulness when newly constructed. Fifty percent (50%) of all costs and expenses incurred by either party in connection with the maintenance and repair of the Improvements located on the Ramp Area shall be paid by the other party within ten (10) days following receipt of written notice detailing such costs and expenses.

2.02. Donham's covenant to improve, repair and maintain the Improvements on the Donham Ramp Area shall be a covenant running Tract A and shall be for the benefit of Tract B and the owner(s) thereof.

2.03. Associates' covenant to improve, repair and maintain the Improvements on the Associates Ramp Area shall be a covenant running with Tract B and shall be for the benefit of Tract A and the owner(s) thereof.

ARTICLE III

General Provisions

3.01. Donham agrees to secure and maintain as to the Donham Ramp Area and Associates agrees to secure and maintain as to the Associates Ramp Area, sufficient public liability insurance coverage against claims for bodily injury or death and property damage occurring on such Areas and upon reasonable request, each shall furnish to the other a certificate of

insurance, on or before the effective date of such coverage and each renewal date thereafter, evidencing such coverage, together with paid receipts evidencing payment of premiums for all such coverages obtained.

3.02. Donham and Associates hereby covenant and agree that upon the completion of an aircraft hangar on that certain tract of real property located in Dallas County, Texas, contiguous to the Ramp Area (the "Adjacent Tracts"), this Agreement shall be amended to grant the leasehold owners of the Adjacent Tracts a non-exclusive, perpetual and permanent right-of-way easements for aircraft, vehicular and pedestrian access over and across the Ramp Area, provided, however, that such grant shall be contingent upon (i) the leasehold owners of the Adjacent Tracts granting to Donham and Associates non-exclusive, perpetual and permanent right-of-ways and easements for the benefit of Donham and Associates, for aircraft, vehicular and pedestrian access over and across that portion of the ramp areas to be extended at least seventy-five feet (75') from the boundary of the Ramp Area ("Future Ramp Area"), and (ii) all of said leasehold owners agreeing to maintain the Future Ramp Area and the Ramp Area in an equitable manner acceptable to Donham and Associates.

3.03. Donham and Associates agree that no aircraft, vehicle or other equipment will be left unattended on the Ramp Area, thereby hindering the other party's access to and from the Taxiway, other than during periods of normal loading, unloading or refueling.

3.04. Associates and Donham agree that if either of them or any future owner of the Associates Ramp Area or the Donham Ramp Area shall be in default of any of the easements, covenants, agreements, terms or restrictions contained herein, then the owner or owners of the other Area and any mortgagees shall have the right, but shall not be obligated, to cure such default, provided it is a curable default under this Agreement, and provided that such defaulting owner (hereinafter referred to as the "Defaulting Owner"), and any mortgagee having an interest in the Area upon which the default has occurred are notified in writing of such intended cure in the manner provided hereinafter at least ten (10) days prior to the date of effecting any curative action. All expenses and costs incurred by the owner effecting such cure, together with reasonable attorneys' fees and costs for collecting such costs and interest thereon, shall be a demand obligation owing by the Defaulting Owner to the party effecting such cure and such demand obligation shall bear interest at the lesser of eighteen per cent (18%) per annum or the maximum rate then permitted under applicable law. Any such owner or mortgagee electing to effect such cure, its directors, officers, employees, agents, servants and workmen shall have the right of entry and ingress and egress upon that portion of the Area upon which such default occurred as is necessary for effecting any such cure. The Defaulting Owner hereby agrees to indemnify and hold harmless any such party so entering upon such Area from all claims, demands, liabilities and judgments arising from any such entry for the purpose of effecting any such cure. Additionally, such owner or mortgagee effecting such cure, or in the event that breach of such covenant, agreement or term is not subject to cure as provided herein, shall have the right to institute suit and obtain protective or mandatory injunction to prevent a continuing breach of or to enforce the continued observance by such Defaulting Owner of the covenants, agreements, terms, conditions and restrictions contained herein, and such Owner (but not such mortgagee) shall have the right to ordinary damages against such Defaulting Owner occasioned by any such continuing default under this Agreement.

3.05. Associates and Donham covenant and agree that the servitudes, easements, rights, rights-of-way, privileges,

creation of lien shall, in addition to being sent in the manner specified above, be recorded in the Deed Records of Dallas County, Texas, and shall be deemed to be given on the later of (i) the date on which such notice is recorded or (ii) the date the notice of completion of cure is deemed received as provided in this Paragraph 3.08.

3.09. When the context in which words are used in this Agreement indicates that such is the intent, words in the singular number shall include the plural and vice versa, and the words in masculine gender shall include the feminine and neuter genders and vice versa.

3.10. Every provision in this Agreement is intended to be severable. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remaining provisions of this Agreement.

3.11. This Agreement contains the entire understanding and agreement between the parties hereto and supersedes any prior written or oral agreements between them respecting the subject matter contained herein. There are no representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

3.12. The failure of any party hereto or any mortgagee consenting hereto to insist upon strict performance of any of the servitudes, easements, privileges, rights, covenants, agreements, terms and conditions hereunder, irrespective of the length of time for which such failure continues, shall not be a waiver of any of such party's rights. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation hereunder shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any obligation hereunder.

3.13. This Agreement may be changed, modified, amended, or rescinded only by an instrument in writing duly executed and acknowledged by all of the parties hereto or by the then owner(s) of Tract A and Tract B and consented to by all mortgagees which then hold a first lien against Tract A or B or any part thereof. Any such amendment shall be effective as of such date as may be determined by the parties hereto.

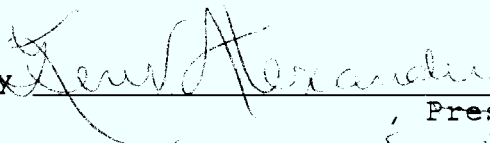
3.14. This Agreement and the rights and obligations hereunder of the parties hereto shall be governed by the laws of the State of Texas.

3.15. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove set forth.

DONHAM OIL TOOL COMPANY, INC., a
Texas corporation

By



President
Secretary
DONHAM

AIRPORT ASSOCIATES, LTD., a Texas
limited partnership

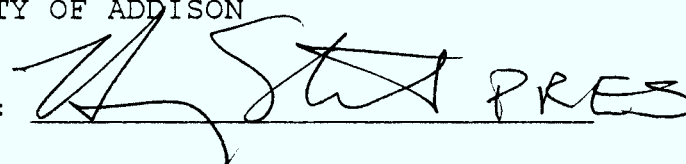
By 
Don V. Averitt, General Partner

CONSENT OF LESSOR

The undersigned is the Lessor under the ground leases covering Tract A and Tract B and the Adjacent Tracts and hereby consents to the foregoing Reciprocal Easement Agreement, waiving none of their rights under said ground leases.

LESSOR:

CITY OF ADDISON

By:  PRES

ADDISON AIRPORT OF TEXAS, INC.

By: 

THE STATE OF TEXAS)
)
COUNTY OF DALLAS)

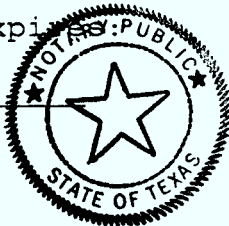
BEFORE ME, the undersigned authority, a Notary Public in and for said State, on this day personally appeared Kent Alexander, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said DONHAM OIL TOOL COMPANY, INC., a Texas corporation, and that he executed the same as the act of said corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28th day of June, 1983.



Notary Public, State of Texas

My commission expires _____




PEGGY LEHRMANN
Notary Public, State of Texas
My Commission Expires Nov. 30, 1984
(print name)

THE STATE OF TEXAS)
)
COUNTY OF DALLAS)

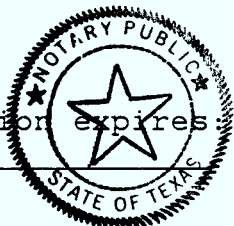
BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared DON V. AVERITT, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said AIRPORT ASSOCIATES, LTD., a Texas Limited partnership, and that he executed the same as its General Partner and as the act of such limited partnership for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28 day of June, 1983.



Notary Public, State of Texas

My commission expires _____



PEGGY LEHRMANN
Notary Public, State of Texas
(printed name)
My Commission Expires Nov. 30, 1984

EXHIBIT "B"

BEING a tract of land situated in the William Lomax Survey, Abstract 792, Dallas County, Texas and located on Addison Municipal Airport, Addison Texas and being more fully described as follows:

Commencing at a point for the intersection of the west right-of-way line of Addison Road, a 60-foot street, and the south right-of-way line of Westgrove Road, a 60-foot street;

THENCE S 89° 54' 46" W along the south line of said Westgrove Road a distance of 730.00 feet to a point in the centerline of Claire Chennault Road (an undedicated 60-foot street);

THENCE S 00° 05' 14" E along the centerline of Clair Chennault Road projected a distance of 301.36 feet to an angle point;

THENCE S 43° 26' 09" W along the centerline of Clair Chennault Road projected a distance of 317.27 feet to an angle point in the centerline of Claire Chennault Road;

THENCE S 46° 33' 51" E to the southerly right-of-way of said road a distance of 30.00 feet for the POINT OF BEGINNING of this description;

THENCE S 46° 33' 51" E a distance of 190 feet to a point for a corner;

THENCE N 43° 26' 09" E a distance of 175.00 feet to a point for a corner;

THENCE S 46° 33' 51" E a distance of 160.00 feet to a point for a corner, said point being in the northerly right-of-way line of taxiway (120 feet wide);

THENCE S 43° 26' 09" W along the northerly right-of-way of said taxiway a distance of 195.00 feet to a point for corner;

THENCE N 46° 33' 51" W a distance of 350.00 feet to a point for a corner, said point being in the southerly right-of-way line of Claire Chennault Road;

THENCE N 43° 26' 09" E along said southerly right-of-way line a distance of 20.00 feet to the POINT OF BEGINNING and containing 0.803 acres of land, more or less.

EXHIBIT "A"

BEING a tract of land situated in the William Lomax Survey, Abstract 792, Dallas County, Texas and located on Addison Municipal Airport, Addison, Texas and being more fully described as follows:

Commencing at a point for the intersection of the west Right-of-Way line of Addison Road, a 60 foot street, and the south Right-of-Way line of Westgrove Road, a 60 foot street;

THENCE S 89°54' 46" W along the south line of said Westgrove Road a distance of 730.00 feet to a point in the centerline of Claire Chennault Road (an undedicated 60 foot street);

THENCE S 00°05' 14" E along the centerline of Claire Chennault Road projected a distance of 301.36 feet to an angle point;

THENCE S 43°26' 09" W along the center line of Claire Chennault Road projected a distance of 142.27 feet to an angle point in the centerline of Claire Chennault Road;

THENCE S 46°33' 51" E to the southerly Right-of-Way of said road a distance of 30.00 feet for the POINT OF BEGINNING of this description;

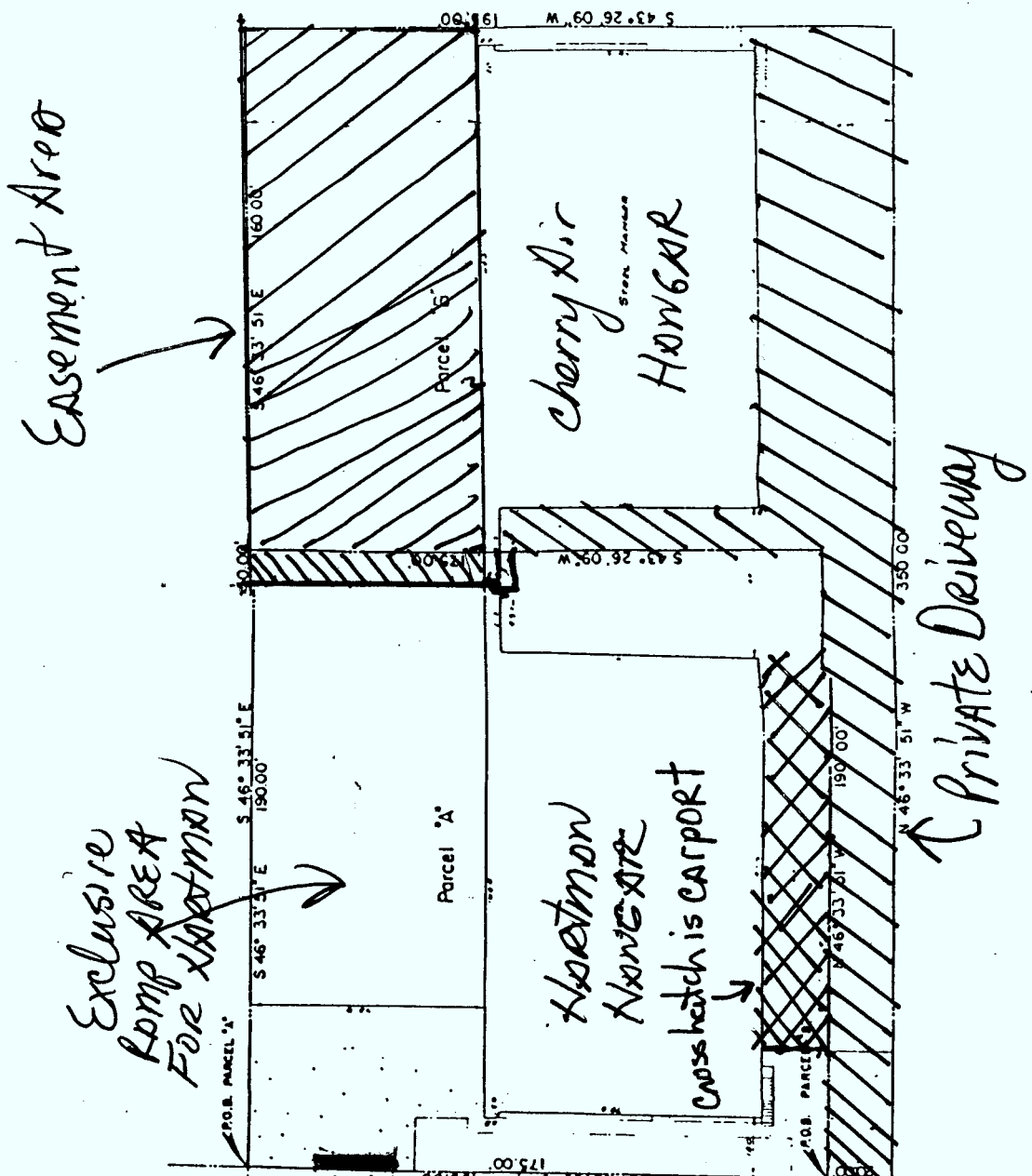
THENCE S 46°33' 51" E a distance of 190.00 feet to a point for a corner;

THENCE S 43°26' 09" W a distance of 175 feet to a point for a corner;

THENCE N 46°33' 51" W a distance of 190.00 feet to a point for a corner, said point being in the southerly Right-of-Way line of Claire Chennault Road;

THENCE N 43°26' 09" E along said southerly Right-of-Way line a distance of 175.00 feet to the POINT OF BEGINNING and containing 0.763 acres of land more or less.

P.O.C.
 100' 00" 100' 00" 100' 00"
 100' 00" 100' 00" 100' 00"
 100' 00" 100' 00" 100' 00"
 100' 00" 100' 00" 100' 00"



Easement Area

Exclusive Ramp Area For Hortman

Cherry Air Hangar

Hortman Hangar

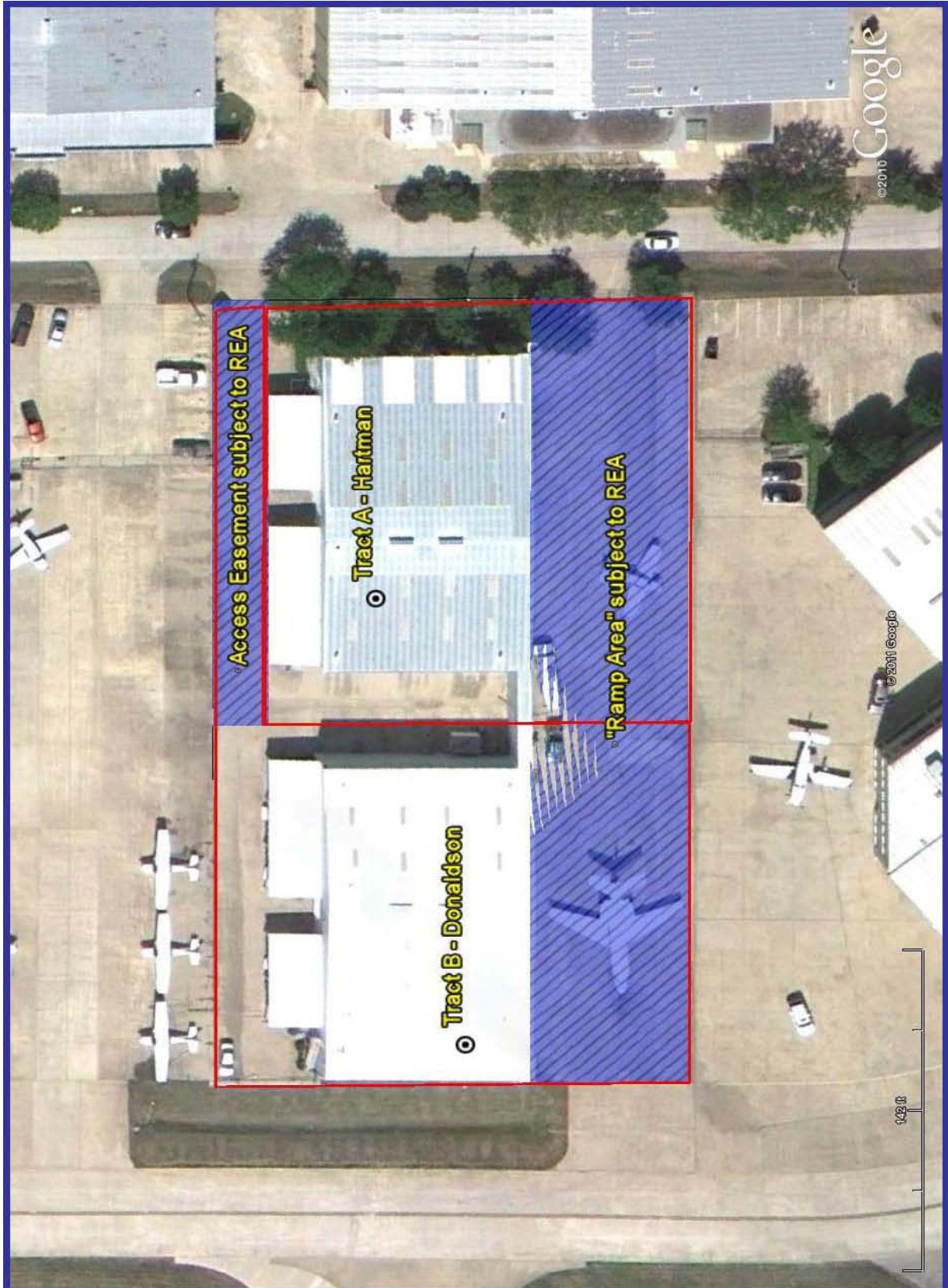
Cross hatch is carport

Private Driveway

Site Plan

EXHIBIT "B"

Ramp Area and Location of Access Easement)



Council Agenda Item: #R7

AGENDA CAPTION:

Consideration of approval of the Assignment of Ground Lease between Town of Addison as Landlord and the Estate of James Donaldson, as Tenant, Ground Lease #0630-3201 commonly known as 4584 Claire Chennault, from the Estate of James Donaldson to Tailwind Worldwide, LP, a Texas limited liability company.

FINANCIAL IMPACT:

N/A

BACKGROUND:

The subject ground lease (Tract B-Donaldson as shown above) consists of 35,000 square feet, or .803 acres, of real property located at 4584 Claire Chennault Drive with 12,185 square feet of metal-clad hangar space, 1,500 square feet of office space, limited off-street parking and 11,350 square feet of aircraft ramp subject to a certain Reciprocal Easement Agreement.

Donaldson has sublet the premises to their affiliate, Cherry Air, Inc., which is its sole subtenant. On January 10, 2009, Cherry Air filed its voluntary petition for relief under Chapter 11 of the Bankruptcy Code (the "Code") and continues to operate its business as debtor in possession pursuant to the Code. All matters relating to the Cherry Air bankruptcy case affecting the Airport directly has been resolved satisfactorily and there are no further claims outstanding.

Donaldson is requesting the Town consider and give its consent to the proposed sale and assignment of their ground lease and leasehold improvements (depicted as Tract B-Donaldson above) to Tailwind Worldwide, LP, a Texas limited liability company, a wholly owned subsidiary of Tailwind International, Inc.

Tailwind is not requesting an extension or any other modification to the ground lease, which has a term of 480 months and is due to expire in less than 11 years (June 29, 2022). Current monthly rent is \$1,083 (\$12,991 per year) with a biennial CPI adjustment

scheduled for June 2012.

Tailwind plans on conducting the same type of business that is currently being conducted on the ground-leased property (maintenance of cargo aircraft) once it takes possession of the property. This is consistent with the permitted use allowable under the lease.

Airport Management recommends the Town give its consent to the requested action and authorize the City Manager, subject to the final review of the city attorney, to execute the Assignment of Ground Lease, *subsequent to the execution of the aforementioned First Amendment to Reciprocal Easement Agreement.*

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Develop and utilize the Addison Airport as an engine to drive economic growth in the community

ATTACHMENTS:

Description:

[Cover Memo](#)

[Bill Dyer - Memorandum](#)

Type:

Cover Memo

Backup Material

Council Agenda Item: _____

SUMMARY:

Consideration of approval of the Assignment of Ground Lease between Town of Addison as Landlord and the Estate of James Donaldson, Ground Lease #0630-3201 commonly known as 4584 Claire Chennault to Tailwind Worldwide, LP, a Texas limited liability company.

BACKGROUND:

The subject ground lease (Tract B-Donaldson as shown above) consists of 35,000 square feet, or .803 acres, of real property located at 4584 Claire Chennault Drive with 12,185 square feet of metal-clad hangar space, 1,500 square feet of office space, limited off-street parking and 11,350 square feet of aircraft ramp subject to a certain Reciprocal Easement Agreement.

Donaldson has sublet the premises to their affiliate, Cherry Air, Inc., which is its sole subtenant. On January 10, 2009, Cherry Air filed its voluntary petition for relief under Chapter 11 of the Bankruptcy Code (the "Code") and continues to operate its business as debtor in possession pursuant to the Code. All matters relating to the Cherry Air bankruptcy case affecting the Airport directly has been resolved satisfactorily and there are no further claims outstanding.

Donaldson is requesting the Town consider and give its consent to the proposed sale and assignment of their ground lease and leasehold improvements (depicted as Tract B-Donaldson above) to Tailwind Worldwide, LP, a Texas limited liability company, a wholly owned subsidiary of Tailwind International, Inc.

Tailwind is not requesting an extension or any other modification to the ground lease, which has a term of 480 months and is due to expire in less than 11 years (June 29, 2022). Current monthly rent is \$1,083 (\$12,991 per year) with a biennial CPI adjustment scheduled for June 2012.

Tailwind plans on conducting the same type of business that is currently being conducted on the ground-leased property (maintenance of cargo aircraft) once it takes possession of the property. This is consistent with the permitted use allowable under the lease.

Airport Management recommends the Town give its consent to the requested action and authorize the City Manager, subject to the final review of the city attorney, to execute the Assignment of Ground Lease, *subsequent to the execution of the aforementioned First Amendment to Reciprocal Easement Agreement.*

RECOMMENDATION:

Staff recommends approval.



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

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

Memorandum

To: Mark Acevedo, Director
General Services - Town of Addison

From: Bill Dyer, Real Estate Manager

cc: Joel Jenkinson, Airport Director

Date: October 25, 2011

Re: Request of Approval by the Town of Addison Regarding the
Assignment of Ground Lease #0630-3201 (Estate of James Donaldson)
commonly known as 4584 Claire Chennault to Tailwind Worldwide, LP,
a Texas limited liability company

Summary of Requested Approval and Recommendation by Airport Manager:

Request of Approval is being made for the consideration of the Assignment of Ground Lease from the Estate of James Donaldson (Donaldson) to Tailwind Worldwide, L.P., a Texas limited liability company (Tailwind).

Airport Management has reviewed the above matter and recommends the Town give its consent as requested on the condition that it becomes effective only after a certain *First Amendment to Reciprocal Easement Agreement* by and between Donaldson and its neighboring ground tenant, Doyle and Margret Hartman (GL#0640-3101; 4582 Claire Chennault), is executed. In the interest of simplicity, the matter regarding the Reciprocal Easement is being presented to the Town Council as a separate business case for its consideration.

The city attorney has reviewed the proposed Assignment to Ground Lease Agreement form attached hereto as Exhibit 1 and finds it to be acceptable for the Town's purpose.

Background Information:

On June 17, 1981, the City of Addison, Addison Airport of Texas, Inc., (Landlord) and Donham Oil Tool Company (Tenant) entered into two ground leases for certain real property located at 4584 Claire Chennault Drive and 4582 Claire Chennault Drive. Donham improved both properties as required by the ground lease.



Figure 1 Tract A (to the right and closest to Claire Chennault) is currently held by Doyle and Margret Hartman. Tract B (on the left and closest to Taxiway Uniform) is held by the Estate of James Donaldson and is the subject of this request.

	Tract B – Donaldson	Tract A- Hartman
Land Area	.80 Acres (35,000 SF)	.76 Acres (33,250 SF)
Building Area (approx)	13,685	13,540
Ramp Area (approx)	11,350	12,800
Yr. Built	1981	1981
DCAD Imp. Value	\$281,040	\$384,910
Lease Commenced	6/30/1982	3/1/1982
Yrs Remaining	10.66	10.33
Annual Rental	12,991.08	\$12,820.44
Rent/Sq Ft of Land	\$.37/SFL	\$.39/SFL

On June 28, 1983, Donham assigned Tract B-Donaldson, the subject ground lease, to Airport Associates, Ltd., a Texas limited partnership, who then assigned the ground lease to James Donaldson and John Barbee, individuals, dba Addison Aircraft Storage on January 3, 1989.

By that certain General Warranty Deed executed July 17, 1990, recorded in the Dallas County Clerk's Official Public Records ("OPR") in Book/Volume 90155, Page 3379, John M. Barbee granted, sold and conveyed to James D. Donaldson any and all right, title and interest, subject to all recorded and unrecorded encumbrances, in and to the Demised Premises.

On or around July 9, 2007, James Donald Donaldson died, testate, and by that certain Letter Testamentary (No. PB1-359-2007) given by Probate Court No. 1, Collin County, Texas, on said date appointed Kenneth Charles Donaldson as Executor of the Estate of James Donald Donaldson.

Similarly, by way of various assignments and/or other conveyances, Tract A was assigned to Doyle and Margret Hartman, dba Hartman Oil, Oil Operator (Tract A-Hartman).

Current Status:

The subject ground lease (Tract B-Donaldson as shown above) consists of 35,000 square feet, or .803 acres, of real property located at 4584 Claire Chennault Drive with 12,185 square feet of metal-clad hangar space, 1,500 square feet of office space, limited off-street parking and 11,350 square feet of aircraft ramp subject to a certain Reciprocal Easement Agreement (to be amended) as further described below.

Donaldson has sublet the premises to their affiliate, Cherry Air, Inc., which is its sole subtenant. On January 10, 2009, Cherry Air filed its voluntary petition for relief under Chapter 11 of the Bankruptcy Code (the "Code") and continues to operate its business as debtor in possession pursuant to the Code. All matters relating to the Cherry Air bankruptcy case affecting the Airport directly has been resolved satisfactorily and there are no further claims outstanding.

As previously stated, the leased premises are subject to a Reciprocal Easement Agreement with the adjacent ground tenant identified herein as Tract A - Hartman. Presently, Donaldson must give to Hartman aircraft, vehicle and pedestrian ingress/egress across the Donaldson aircraft ramp. However, Hartman is not required to give Donaldson access across his aircraft ramp. Hartman has granted to Donaldson the right to have a portion of his hangar door encroach into the Hartman lease premises.



Figure 2: Depiction of the areas included in the original Reciprocal Easement Agreement

Based upon the tenants' use of their respective facilities, it has become apparent to Airport Management that certain deficiencies exist within the current easement arrangement. First, as a cargo operator, it is necessary for Donaldson to periodically receive land-freight deliveries across the Hartman ramp. Secondly, Hartman does not have legal access to their own off-street parking without first trespassing onto the Donaldson's leased premises. In the past, these conditions gave rise to occasional conflict between the two tenants.

Airport Management has encouraged the two existing tenants to amend the Reciprocal Easement Agreement in an attempt to remedy these deficiencies. It is proposed the ramp area subject to the easement be extended to include the entire length of the aircraft apron of Tract A and Tract B, giving each party the right to access the other's aircraft ramp for the purpose of aircraft, vehicular and pedestrian movement (to the extent permitted by the Airport Rules and Regulations). Furthermore, Donaldson grants Hartman ingress/egress across its driveway for the purpose of vehicular and pedestrian traffic, giving Hartman access to his off-street parking. Additionally, each party is to maintain the areas subject to the easement free of any obstacle obscuring the granted access. If an obstacle is found to be in the way, the complaining party is to give the offending party a two-hour notice to clear the obstacle before the complaining party may remove the obstacle with impunity.



Figure 3: Depiction of the area under each lease subject to the Reciprocal Easement Agreement, as amended.

Other than giving its consent to the amendment, the Town is not a party to the easement agreement nor does it retain any duty or obligation to resolve or remedy any conflicts arising from the agreement, as amended.

Requested Action:

Donaldson is requesting the Town consider and give its consent to the proposed sale and assignment of their ground lease and leasehold improvements (depicted as Tract B-Donaldson above) to Tailwind Worldwide, LP, a Texas limited liability company, a wholly owned subsidiary of Tailwind International, Inc.

Tailwind is not requesting an extension or any other modification to the ground lease, which has a term of 480 months and is due to expire in less than 11 years (June 29, 2022). Current monthly rent is \$1,083 (\$12,991 per year) with a biennial CPI adjustment scheduled for June 2012.

Tailwind plans on conducting the same type of business that is currently being conducted on the ground-leased property (maintenance of cargo aircraft) once it takes possession of the property. This is consistent with the permitted use allowable under the lease.

While counseling with the assignee, Airport Management advised Tailwind that at the present time the Town's strategic objective is not to extend either the Donaldson or Hartman ground lease beyond their current lease terms but, instead, take full ownership

and control of the properties as they revert to the Town upon their respective lease expirations.

Background of Proposed Assignee:

Tailwind International Air Charters, a Woman Business Enterprise, has been in business over 20 years. Its annual income in 2010 was over \$1M with very little long-term debt. It has 10 full-time employees at its headquarters at Addison Airport. Tailwind brokers (mostly non-scheduled), effective and efficient solutions to some of the most demanding and critical transportation needs ranging from oversized industrial equipment, to perishable goods, to organ transport, to live animals. Some industries serviced include oil and gas, aerospace, government, automotive and humanitarian.

As previously indicated, Tailwind intends to take title of the ground lease and real property improvements under the special-purpose entity Tailwind Worldwide, LP, a Texas limited liability company. The real property improvements serve as the landlord's collateral, the estimated value of which exceeds the tenant's remaining lease liability an estimated 1.86 times. After Airport Management's review and due diligence, it appears the parent company, Tailwind International Air Charters, is creditworthy and in good standing.

Conclusion and Recommendation of Airport Manager:

Airport Management recommends the Town give its consent to the requested action and authorize the City Manager, subject to the final review of the city attorney, to execute the Assignment of Ground Lease substantially in the form as proposed herein as Exhibit 1, *subsequent to the execution of the aforementioned First Amendment to Reciprocal Easement Agreement.*

Exhibits

- Exhibit 1: Proposed Assignment of Ground Lease Agreement Form

Exhibit 1

PROPOSED ASSIGNMENT AGREEMENT

Council Agenda Item: #R8

AGENDA CAPTION:

Discussion and consideration of approval of, and authorizing the City Manager to execute, an interim interlocal Agreement between the City of Carrollton and the Town of Addison, and a letter agreement with G4S, for fleet maintenance and repair services as needed until February 29, 2012.

FINANCIAL IMPACT:

Repair Cost: \$58.21 per hour

Parts & Sublet Cost: 5% over cost

BACKGROUND:

The Interlocal Cooperation Act, Texas Government Code Chapter 791, Vernon's Texas Codes Ann. (the "Act"), provides authorization for any local government to contract with one or more local governments to perform all or part of governmental functions and services. The Act identifies a number of governmental functions and services, including police protection and detention services, fire protection, streets, roads and drainage, and parks and recreation, and to provide those governmental functions and services requires functioning equipment and vehicles, without which the public health and welfare, could not be adequately provided for and protected. The maintenance and repair of the Town's equipment and vehicles ("fleet maintenance") is critical to and a necessary part of providing governmental functions and services. As such, the City of Carrollton and Town of Addison desire to enter into an agreement regarding fleet maintenance, repair and related services to enable Addison to maintain its vehicle and equipment fleet and related systems and keep them operational.

Over the past two-years, Fleet Services, a division under the General Services Department has experienced a reduction in staffing from four fleet technicians to two. Presently the two fleet technicians perform the bulk of the Town's fleet operations with the exception of the fire fleet which has been outsourced since April 2011. One of the two technicians will be out on medical leave the

month of November.

By entering into this temporary inter-local agreement it provides 1) the Town with additional resources to maintain the Town's fleet while one employee is on medical leave and, 2) the opportunity to further evaluate our fleet maintenance operations and determine how best to provide quality services while achieving cost efficiencies going forward.

Staff has met with the City of Carrollton and they have indicated that they are pleased with the services they are receiving.

RECOMMENDATION:

Staff recommends approval subject to final review of the city attorney and City Manager.

COUNCIL GOALS:

Mindful Stewardship of Town Resources, Provide Superior Public Safety, Customer Service, Social and Health Services to the Community, Conduct the Business of the Town in a Fiscally Responsible Manner

ATTACHMENTS:

Description:

[Cover Memo](#)

Type:

Cover Memo

Council Agenda Item: _____

SUMMARY:

Discussion and consideration authorizing the City Manager to execute a interim Inter-local Agreement between the City of Carrollton and the Town of Addison for fleet services as needed until February 29, 2012.

FINANCIAL IMPACT:

Repair Cost: \$58.21 per hour
Parts & Sublet Cost: 5% over cost

BACKGROUND:

The Interlocal Cooperation Act, Texas Government Code Chapter 791, Vernon's Texas Codes Ann. (the "Act"), provides authorization for any local government to contract with one or more local governments to perform all or part of governmental functions and services. The Act identifies a number of governmental functions and services, including police protection and detention services, fire protection, streets, roads and drainage, and parks and recreation, and to provide those governmental functions and services requires functioning equipment and vehicles, without which the public health and welfare, could not be adequately provided for and protected. The maintenance and repair of the Town's equipment and vehicles ("fleet maintenance") is critical to and a necessary part of providing governmental functions and services. As such, the City of Carrollton and Town of Addison desire to enter into an agreement regarding fleet maintenance, repair and related services to enable Addison to maintain its vehicle and equipment fleet and related systems and keep them operational.

Over the past two-years, Fleet Services, a division under the General Services Department has experienced a reduction in staffing from four fleet technicians to two. Presently the two fleet technicians perform the bulk of the Town's fleet operations with the exception of the fire fleet which has been outsourced since April 2011. One of the two technicians will be out on medical leave the month of November.

By entering into this temporary inter-local agreement it provides 1) the Town with additional resources to maintain the Town's fleet while one employee is on medical leave and, 2) the opportunity to further evaluate our fleet maintenance operations and determine how best to provide quality services while achieving cost efficiencies going forward.

Staff has met with the City of Carrollton and they have indicated that they are pleased with the services they are receiving.

RECOMMENDATION:

Staff recommends approval subject to final review of the city attorney and City Manager.

Council Agenda Item: #ES1

AGENDA CAPTION:

Closed (Executive) session of the Addison City Council pursuant to Section 551.087, Texas Government Code, to discuss or deliberate regarding commercial or financial information that the City Council has received from a business prospect or business prospects that the City Council seeks to have locate, stay, or expand in or near the territory of the Town of Addison and with which the City Council is conducting economic development negotiations, and/or to deliberate the offer of a financial or other incentive to such business prospect or business prospects.

FINANCIAL IMPACT:

TBD

BACKGROUND:

N/A

RECOMMENDATION:

N/A

COUNCIL GOALS:

Provide For A Diversified Business Climate

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R9

AGENDA CAPTION:

Consideration of any action regarding commercial or financial information that the City Council has received from a business prospect or business prospects that the City Council seeks to have locate, stay, or expand in or near the territory of the Town of Addison and with which the City Council is conducting economic development negotiations, and/or any action regarding the offer of a financial or other incentive to such business prospect or business prospects.

FINANCIAL IMPACT:

TBD

BACKGROUND:

N/A

RECOMMENDATION:

N/A

COUNCIL GOALS:

Provide For A Diversified Business Climate

ATTACHMENTS:

Description:

No Attachments Available

Type: