



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

December 8, 2015

ADDISON TOWN HALL

5300 BELT LINE RD., DALLAS, TX 75254

5:00 PM COUNCIL & CITY MANAGER PICTURE

5:15 PM DINNER & EXECUTIVE SESSION

6:15 PM WORK SESSION

7:30 PM REGULAR MEETING

Executive Session

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

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

- **Automotive Use Issues- 15600 Midway Road**
- **Under Performing Hotels/Amortization Process**

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

- **Southeast Quadrant Addison Airport**

Section 551.087, Tex. Gov. Code, to deliberate commercial or financial

information that was received from a business prospect that seeks to locate, stay, or expand in or near the territory of the governmental body, and with which the governmental body is conducting economic development negotiations.

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

Reconvene from Executive Session

WORK SESSION

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3. Discuss the **Town's Illuminated Street Name Signage.**
 4. Discuss **Various Amendments To The Town's Zoning And Subdivision Ordinance Requirements.**
 5. Present And Discuss **New Boards And Commission Application Process.**
 6. Present And Discuss **New Open Carry Laws Effective January 1, 2016.**

REGULAR MEETING

Pledge of Allegiance

Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

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

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

8. Consider **Approval Of The November 10, 2015 Regular Meeting Minutes And The November 17, 2015 Special Meeting Minutes.**
-
9. Consider And Approve The **Purchase of (1) 2016 Ambulance, (14) Police Patrol Cars, (1) Police K-9 Vehicle, (2) Police CID Vehicles, (1) 2016 Hybrid Electric Service Vehicle, (2) 2016 1-Ton Service Trucks, (1) 2016 1-Ton Dump Body Truck, (1) Mower And Attachments, (1) Vector Truck, (1) Camera Van, And (1) Grapple Truck Through An Interlocal Agreement With BuyBoard, Houston Galveston Area Council Of Governments (HGAC) And Texas SmartBuy** In An Amount Not To Exceed \$1,441,062.65.
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10. Consider And Approve **Authorizing The City Manager To Approve The Purchase Of Ten Street Light Assemblies From Moreno Supply, Inc. For The Belt Line Road Corridor** In An Amount Not To Exceed \$68,800.00.
-
11. Consider And Approve A **Resolution Authorizing The City Manager To Enter Into A Grant Funding Agreement With The Addison Arbor Foundation** In An Amount Not To Exceed \$47,500.00.
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12. Consider And Approve A **Resolution Authorizing the City Manager To Approve A 5 Year Commercial Lease Extension For Metroplex Aircraft Inspections, Inc., At 4726 George Haddaway Drive At Addison Airport.**

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13. Discuss, Consider And Approve A **Resolution Authorizing The City Manager To Enter Into Agreements Between The Town Of Addison And The City Of Carrollton, The Town Of Addison And Federal Signal Safety And Security Systems, The Town Of Addison And Harris Corporation And The Town Of Addison And Motorola Solutions, Inc. For The Purchase Of Equipment And Installation Services To Upgrade The Outdoor Warning Sirens** In An Amount Not To Exceed \$100,803.75 For All Four Agreements.
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14. Consider And Approve An **Ordinance Amending Section 82-281 Of The Code Of Ordinances Regarding Annual Stormwater Fees.**
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Regular Items

15. Hold A Public Hearing, Consider And Approve An **Ordinance Rezoning An Approximately .5751 Acre Property Located At 4300 Beltway Drive From LR (Local Retail) To A PD (Planned Development).** Case 1726-Z/Axcess Catering And Events/ Mr. Scott Fernandez
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16. Consider And Approve A **Resolution Amending The Policy For License Agreements For The Use Of Town Right-Of-Way In The Addison Circle District To Reduce The Amount Of The Annual Fee From \$1,000.00 To \$500.00.**
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17. Presentation And Discussion Of The **Finance Department Quarterly Financial Review Of The Town For The Quarter And Year-To-Date Ended September 30, 2015.**
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18. Consider And Approve Authorizing The City Manager To **Approve Change Order #2 For The Addison Circle Elevated Storage Tank Rehabilitation Project To Reconcile The Final Payment** In An Amount Not To Exceed \$119,333.50.
-

19. Consider And Approve **Authorizing The City Manager To Approve Final Payment To TMI Coatings, Inc., For The Construction Of The Addison Circle Elevated Storage Tank Rehabilitation Project** In An Amount Not To Exceed \$116,417.43.
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Adjourn Meeting

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

Posted:

Laura Bell, 12/4/2015, 5:00pm

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

Work Session and Regular Meeting

Item # 1.

Meeting Date: 12/08/2015

Department: Economic Development

AGENDA CAPTION:

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

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

- **Automotive Use Issues- 15600 Midway Road**
- **Under Performing Hotels/Amortization Process**

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

- **Southeast Quadrant Addison Airport**

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

BACKGROUND:

N/A

RECOMMENDATION:

N/A

Work Session and Regular Meeting

Item # 2.

Meeting Date: 12/08/2015

Department: Economic Development

AGENDA CAPTION:

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

BACKGROUND:

N/A

RECOMMENDATION:

N/A

Work Session and Regular Meeting

Item # 3.

Meeting Date: 12/08/2015

Department: Infrastructure- Development Services

AGENDA CAPTION:

Discuss the **Town's Illuminated Street Name Signage.**

BACKGROUND:

In the Fiscal Year 2015-2016 budget, Council approved funding to replace all of the Town's existing illuminated street name signs. The amount included in the budget will be replacement of the entire unit. The cost for the installation of the signs are estimated to be \$105,000 for 137 signs. The expense for the sign purchase is available to the Town through an agreement with BuyBoard so no bid will be needed for the sign purchase. The Town will be able to have a cost savings due to our repeat purchases with Paradigm Traffic. The sign purchase is estimated at \$217,845.00. The total for this project is estimated at \$322,845.00.

The existing illuminated signs were installed in 2003. Traditionally, illuminated street signs have a 10 - 12 year lifecycle. Since the Town's logo has been updated, the illuminated signs need to be updated as well. Rather than just replacing the sign face, staff is recommending that the entire illuminated street sign be replaced for several reasons. The existing signs are several versions old and parts are increasingly difficult to obtain when needed. Also, the signs are very large, heavy, and awkward to handle, requiring two people to do any work on the sign. The new illuminated street name signs will be approximately 40% lighter making them much easier for one person to maintain thereby increasing both the productivity and safety of staff. The existing signs also use a standard light fixture, whereas the new sign will incorporate an LED lighting system that will minimize power consumption while maximizing illumination.

In order to move forward with the purchase of the new illuminated signs, it is necessary to pick the design of the new sign face. Staff will provide a brief presentation providing Council with several design mock-ups from which to chose. Once a sign face design has been selected the installation of the new signs will be advertised for bid.

RECOMMENDATION:

Staff requests Council direction on the design of the new sign face.

Attachments

ILS Mock-ups



Addison Rd

← 15300 15200 →



Addison Rd

← 15300 15200 →



Addison Rd

← 15300 15200 →



Addison Rd

← 15300 15200 →

Work Session and Regular Meeting

Item # 4.

Meeting Date: 12/08/2015

Department: Infrastructure- Development Services

AGENDA CAPTION:

Discuss **Various Amendments To The Town's Zoning And Subdivision Ordinance Requirements.**

BACKGROUND:

Staff will lead a discussion with the City Council regarding various requirements found in Addison's zoning and subdivision ordinances that are not typically found in these ordinances; such as landscaping requirements and application processing fees.

Staff will also discuss the possibility of allowing the Planning and Zoning Commission to have final approval power over platting. Platting is a ministerial function of the Town. This means that once staff has reviewed the documents and found them to be in compliance with all necessary requirements, the Town must approve the request.

Staff hopes to achieve three things with these changes:

1. Remove application fees from the zoning and subdivision code. Typically, fees are located in another section of the code for ease of location and amendment. This would allow Council to amend the fees as needed without the extra step of the item being heard by Planning & Zoning Commission who deals with zoning regulation cases.
2. Allow the Planning & Zoning Commission to have final approval over platting decision. This is also an efficiency change. If the plat meets all Town requirements, the approval is eminent. Platting decisions are ministerial functions of the Town. This final approval at the Planning & Zoning Commission level would help speed up the process for the applicant.
3. Remove the landscaping requirements from the zoning code and relocate them in ordinance elsewhere. Again, like the fees, this requirement is more appropriate to be located outside the zoning code and be amended as needed without two meeting bodies discussing.

This clean-up of the process and location of these requirements will help staff more efficiently handle changes that need to be made. The fees for violations may be reduced from potentially \$2,000 to \$500.

As a comparison, most cities do not have their application fees in the zoning and subdivision code. Several larger cities allow the Planning & Zoning Commission to approve plats as a way to reduce the case load at the Council level. Most cities do not include landscaping requirements in the zoning code, but Addison places more of an

emphasis on landscaping than most cities.

RECOMMENDATION:

Staff requests direction from Council in regards to the proposed changes.

Work Session and Regular Meeting

Item # 5.

Meeting Date: 12/08/2015

Department: City Manager

AGENDA CAPTION:

Present And Discuss **New Boards And Commission Application Process.**

BACKGROUND:

This will be a final discussion on the new Boards and Commission application process. This item is for Council to see the final draft of the application and be informed of the timelines staff would like to go forward with in regards to this process.

RECOMMENDATION:

N/A

Work Session and Regular Meeting

Item # 6.

Meeting Date: 12/08/2015

Department: City Manager

AGENDA CAPTION:

Present And Discuss **New Open Carry Laws Effective January 1, 2016.**

BACKGROUND:

This presentation will be done by the Police Chief and Legal Counsel.

RECOMMENDATION:

N/A

Work Session and Regular Meeting

Item # 8.

Meeting Date: 12/08/2015

Department: City Manager

AGENDA CAPTION:

Consider **Approval Of The November 10, 2015 Regular Meeting Minutes And The November 17, 2015 Special Meeting Minutes.**

BACKGROUND:

N/A

RECOMMENDATION:

Staff recommends approval.

Attachments

November 10 2015 Draft Minutes

November 17 2015 Draft Minutes

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL WORK SESSION & REGULAR MEETING

November 10, 2015

Addison Town Hall, 5300 Belt Line Rd., Dallas, TX 75254
6:30 PM Work Session | 7:30 PM Regular Meeting

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

WORK SESSION

Mayor Meier called the Worksession to order at 7:00 PM.

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1. Discuss **Health Insurance Options For Town Of Addison Employees For Calendar Year 2016.**

Passion Hayes, Director of Human Resources, presented the item to Council. She stated that overall the coverage changes will have minimal impact on employees. The new provider is one that employees have used in the past and she has heard that many employees are excited to go back to the provider. The increase in cost is covered in the budgeted amount already approved. The amount is an increase from last year but under the budgeted amount staff had forecasted.

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2. Discuss The **Status Of The Redevelopment Of The Former Sam's Club Site Which Is Approximately 17.3 Acre Tract At 4150 Belt Line Road.**

Charles Goff, Assistant Director Development Services, presented the item.

The update is for informational purposes only. This item will go before the Planning & Zoning Commission in December and then back to the Council in January.

The applicant has submitted an application for rezoning for the property to allow townhomes, apartments, retail and live/work units.

All plans are still very preliminary.

No action was taken on this item.

REGULAR MEETING

Mayor Meier called the Regular Meeting into session at 7:30pm.

Pledge of Allegiance

Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

Public Comment.

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No speakers.

Consent Agenda:

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

Council pulled items 14 & 21 to consider separately. The motion was to approve items 4-13, 15-20 and 22-23.

Motion made by Moore

Seconded by Arfsten

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

Passed

3. Present A **Proclamation Declaring November 2015 American Diabetes Month.**

Mayor Meier presented the proclamation to a representative from the American Diabetes Foundation.

4. Consider **Approval Of The October 12, 2015 Special Meeting, October 13 & 27 ,2015 Regular Meeting, October 15, 16, 20 & 23, 2015 Executive Session Minutes.**
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5. Consider And Approve A **Resolution Authorizing The City Manager To Approve A Contract With Shiroma Southwest For Public Relations And Media Publicity Programs To Promote The Town Of Addison's Events And Selected Special Projects.**
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6. Consider And Approve A **Resolution Authorizing The City Manager To Approve A Contract With Shiroma Southwest For Website Content Management and Social Media** In An Amount Not To Exceed \$49,500.00.
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7. Consider And Approve A Resolution Authorizing The City Manager To Approve a Contract with Rodney Hand Associates Marketing Communications, LP For The Production Of Addison - The Magazine Of The North Dallas Corridor In An Amount Not To Exceed \$132,000.00.
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8. Consider And Approve A Final Plat For One Lot Totaling 6.484 Acres Located Generally At 14675 Dallas Parkway. FINAL PLAT/Crescent Crown Addition/ Cawley Partners/Mr. Kim Sutton.
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9. Consider And Approve A Resolution Authorizing The City Manager To Enter Into A Contract With Kimley-Horn And Associates To Update The Town's Master Transportation Plan In An Amount Not To Exceed \$76,597.00.
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10. Consider Authorizing The City Manager To Approve Final Payment to Lea Park and Play, Inc. For The Purchase And Installation Of the Les Lacs Park Playground System In An Amount No To Exceed \$9,969.70.
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11. Consider And Approve An Ordinance Amending Chapter 2, Article IV, Division 2 Of The Code Of Ordinances, Regarding The Town's Investment Policy.
-
12. Consider And Approve A Resolution Adopting The Town Of Addison Investment Strategy For FY 2016.
-
13. Consider And Approve A Resolution Casting A Vote For Blake Clemens As The Fourth Member Of The Board Of Directors Of The Dallas Central Appraisal District.
-
14. Consider And Approve A Resolution Authorizing The City Manager To Apply For A Grant Purchase And Install Permanent Recycling Stations Through The North Texas Council Of Government Materials Management Grant Program.
- Motion made by Mayor Meier
Seconded by Moore
- Voting** AYE: Arfsten, Carpenter, Heape, Hughes, Mayor Meier, Moore, Wilcox
- Passed
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15. Consider And Approve A Resolution Authorizing The City Manager To Enter Into An Agreement With Harris Corporation For Maintenance On All Town Owned Portable Mobile And Control Station Radio Equipment For A Five Year Agreement.
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16. Consider And Approve A **Resolution Authorizing The City Manager To Enter Into A Grant Funding Agreement With Launchability** In An Amount Not To Exceed \$2,500.00.
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17. Consider And Approve A **Resolution Authorizing The City Manager To Enter Into A Grant Funding Agreement With Metrocrest Chamber Of Commerce** In An Amount Not To Exceed \$35,000.00.
-
18. Consider And Approve A **Resolution Authorizing The City Manager To Enter Into A Grant Funding Agreement With Metrocrest Community Clinic** In An Amount Not To Exceed \$3,000.00.
-
19. Consider And Approve A **Resolution Authorizing The City Manager To Enter Into A Grant Funding Agreement With Metrocrest Services** In An Amount Not To Exceed \$61,000.00.
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20. Consider And Approve A **Resolution Authorizing The City Manager To Enter Into A Grant Funding Agreement With The Family Place** In An Amount Not To Exceed \$12,000.00.
-
21. Consider And Approve A **Resolution Authorizing The City Manager To Enter Into A Grant Funding Agreement With WaterTower Theatre** In An Amount Not To Exceed \$295,000.00.

Councilmember Mary Carpenter made a motion to table this item until the meeting on November 17, 2015. Mayor Meier seconded the motion.

Motion made by Carpenter
Seconded by Mayor Meier

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

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22. Consider And Approve A **Resolution Authorizing The City Manager To Enter Into An Agreement With The WaterTower Theatre For Use Of The Addison Theatre Center.**
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23. Consider And Approve An **Ordinance Amending Chapter 10, Animals Of The Code Of Ordinance For The Town Of Addison.**
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Regular Items

24. Hold A Public Hearing, Consider And Approve An **Ordinance Amending Planned Development O93-018, 8 Tracts Of Land Totalling Approximately 40.7 Acres Addressed From 3712 Belt Line Road to 3910 Belt Line Road, In Order To Grant Additional Allowed Uses And Amend Requirements Relating To Parking And Building Elevations** . Case 1720-Z/Addison Town Center/Cencor Realty Services, Mr. Bernard Shaw.

Charles Goff, Assistant Director Development Services, presented the case.

Discussion began regarding the uses of retail space within the property.

There were no speakers for the Public Hearing.

Mayor Pro Tem Janelle Moore made a motion to approve the case with the stipulations as stated in the P&Z meeting as pertains to the metal awning and the SUP uses allowed.

Discussion continued regarding the reasoning behind the agreement with the stipulations for certain uses.

Mayor Pro Tem Janelle Moore amended her motion to include only medical and dental offices in the SUP process.

The vote on the amended motion was 2-5 with Meier, Carpenter, Heape, Wilcox and Hughes voting against.

The original motion to approve the case with the stipulations as stated from the Planning & Zoning Commission was considered.

The vote on the original motion was 3-4 with Meier, Heape, Arfsten and Hughes voting against.

Councilmember Ivan Hughes made a motion to approve the case as presented by staff with no stipulations.

Deputy Mayor Pro Tem David Heape seconded the motion.

Motion made by Hughes
Seconded by Heape

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

NAY: Moore

Passed

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25. Hold A Public Hearing, Consider And Approve An **Ordinance Approving A Special Use Permit For A Gasoline Service Station On Property Located At 3770 Belt Line Road**. The Property Is Currently Zoned PD (Planned Development) Through Ordinance O93-18. Case 1717-SUP/Kroger Fuel Center/CEI Engineering Associates, Inc./ Mr. Jim Evans.

Charles Goff, Assistant Director of Development Services, presented the case.

Mr. Bernard Shaw , applicant, spoke regarding the project.

Aubri Simmons, 4102 Rush Circle, spoke in favor of the new fuel center.

Councilmember Bruce Arfsten made the motion to approve the item as presented.

Councilmember Mary Carpenter seconded the motion.

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

Passed

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26. Hold A Public Hearing, Consider And Approve An **Ordinance Approving A Special Use Permit For The Sale Of Alcoholic Beverages For On-Premises Consumption Only On Property Located At 15650 Addison Road On Application From The Town Of Addison** . Case 1721-SUP/Addison Conference and Theatre Centre/Mr. Mark Gooch.

Charles Goff, Assistant Director Development Services, presented the case.

Mr. Mark Gooch, General Manager of the ACTC, spoke as the applicant for the case.

Staff clarified that the SUP would include the entire property and the TABC permit would be for the WaterTower Theater only.

Councilmember Ivan Hughes made a motion to approve the case as presented.

Councilmember Bruce Arfsten seconded the motion.

Motion made by Hughes

Seconded by Arfsten

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

Passed

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27. Hold A Public Hearing, Consider And Approve An **Ordinance Amending Article XXI (Landcaping Regulations) By Revising The Requirements Relating To The Maintenance Of Irrigation Systems And Enforcement**. Case 1722-Z/Town of Addison/Charles Goff.

Charles Goff, Assistant Director Development Services presented the case.

Discussion was concerning overspray and enforcement issues.

There were no speakers for the Public Hearing.

Deputy Mayor Pro Tem David Heape made a motion to approve the item as submitted.

Councilmember Mary Carpenter seconded the motion.

The vote was 3-4 against the motion with Moore, Hughes, Arfsten and Wilcox against.

Councilmember Ivan Hughes made a motion to approve the item with the deletion of the first sentence of section C-2 of the ordinance in regards to overspray.

Councilmember Bruce Arfsten seconded the motion.

Motion made by Hughes

Seconded by Arfsten

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

Passed

Council recessed at 9:15pm.

Council reconvened into Regular Session at 9:32 pm.

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28. Consider And Approve A **Resolution Authorizing The City Manager To Approve A Ground Lease Assignment From Tailwind Worldwide To Mills Group, Inc. On Addison Airport For Office Space At 4584 Claire Chennault And The Creation Of A Leasehold Mortgage.**

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

Motion made by Moore

Seconded by Heape

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

Passed

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29. Consider And Approve A **Resolution Authorizing The City Manager To Approve An 8-Year Ground Lease Extension At Addison Airport For Key Development, LLC, At 4500 Westgrove Drive.**

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

Motion made by Moore

Seconded by Heape

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

Passed

30. Consider And Approve A **Resolution Authorizing The City Manager To Accept A Grant From TXDOT Aviation For A Runway Incursion Mitigation (RIM) Study At Addison Airport** In The Amount Of \$48,460.00.

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

Motion made by Moore

Seconded by Heape

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

Passed

31. Consider And Approve A **Resolution Authorizing The City Manager To Approve A Professional Services Contract With Cobb Fendley & Associates, Inc. For Engineering Services Associated With Development Review** In An Amount No To Exceed \$100,000.00.

Jason Shroyer, Assistant Director Infrastructure Services, presented the item.

Motion made by Arfsten

Seconded by Carpenter

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

Passed

32. Present An **Update On Various Capital Improvement Program Projects.**

Jason Shroyer, Assistant Director Infrastructure Services, presented the item.

Council asked clarification questions on the timeline for the Belt Line Road project.

Council would like this type of timeline update on a regular basis for the Infrastructure projects.

There was no action on this item.

33. Discuss And Take Needed Action Regarding **City Manager Welcome Event Council Subcommittee Report.**

Councilmember Ivan Hughes presented to the Council the plan to have a welcome event tied into the Holiday Open House on December 6th at the Conference Center.

Council also agreed that there will be several other events to help welcome Mr. Pierson to the business community also.

No action was taken on this item.

Mayor Meier adjourned the meeting at 10:05pm.

Executive Session

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

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

- **Town of Addison v. Landmark Structures I, L.P. and Urban Green Energy Cause No. DC-15-0761 44th Judicial District Court, Dallas County, Texas**
- **The ponds or lakes at Vitruvian Park, located within the vicinity and east of the intersection of Vitruvian Way and Ponte Ave, and Farmers Branch Creek**
- **Automotive Use Issues- 15600 Midway Road**

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

- **Duke's Icehouse**

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

- **Former Sam's Club Property**

Mayor Meier called the meeting into Executive Session at 5:35 pm.

Reconvene from Executive Session

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

Mayor Meier recessed Executive Session at 6:50 pm.

No action was taken.

Adjourn Meeting

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

Mayor-Todd Meier

Attest:

City Secretary-Laura Bell

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

WORK SESSION & SPECIAL MEETING

November 17, 2015

Addison Town Hall, 5300 Belt Line Rd., Dallas, TX 75254
6:30 PM Work Session & Special Meeting

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

WORK SESSION

Mayor Meier called the worksession to order at 6:30 pm.

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1. Presentation And Discussion Regarding The **Debt Structure For The Town Of Addison.**

The Town's Financial Advisors First Southwest representatives, David Medanich and Nick Bulaich presented Council with a report on the current status of debt for the Town. They also presented options for the future in regards to being debt free, paying debt down early and possible future bond elections.

Council received information and asked questions. This item is informational in purpose. The topic will be discussed more at length during the Strategic Planning Session early next year.

SPECIAL MEETING

Pledge of Allegiance

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3. Consider And Approve A **Resolution Authorizing The City Manager To Enter Into A Grant Funding Agreement With WaterTower Theatre** In An Amount Not To Exceed \$295,000.00 Plus A Possible Matching Funds Of \$150,000.00 In A Total Funding Amount Not To Exceed \$445,000.00.

Motion made by Carpenter

Seconded by Arfsten

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

Passed

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4. Consider And Approve A **Resolution Selecting A Provider And Authorizing The City Manager To Negotiate A Contract With Blue Cross Blue Shield of Texas For Health Insurance Coverage To The Town Of Addison Employees For Calendar Year 2016.**

Passion Hayes, Human Resources Director, presented the item to Council. Discussion covered costs and comparisons to other cities in the area.

Motion made by Hughes

Seconded by Wilcox

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

Passed

EXECUTIVE SESSION

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

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

• **Legal Options Related To Continued Participation In DART**

Mayor Meier called the Executive Session to order at 7:58pm

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

Mayor Meier recessed the Executive Session at 8:22 pm.

No action was taken.

Adjourn Meeting

Mayor Meier adjourned the meeting at 8:22 pm.

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

Mayor-Todd Meier

Attest:

City Secretary-Laura Bell

Work Session and Regular Meeting

Item # 9.

Meeting Date: 12/08/2015

Department: General Services

AGENDA CAPTION:

Consider And Approve The **Purchase of (1) 2016 Ambulance, (14) Police Patrol Cars, (1) Police K-9 Vehicle, (2) Police CID Vehicles, (1) 2016 Hybrid Electric Service Vehicle, (2) 2016 1-Ton Service Trucks, (1) 2016 1-Ton Dump Body Truck, (1) Mower And Attachments, (1) Vector Truck, (1) Camera Van, And (1) Grapple Truck Through An Interlocal Agreement With BuyBoard, Houston Galveston Area Council Of Governments (HGAC) And Texas SmartBuy** In An Amount Not To Exceed \$1,441,062.65.

BACKGROUND:

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

State statute exempts the Town from formal bid requirements when purchasing through the Inter-local Agreement with BuyBoard, HGAC and the Texas Smart Buy Cooperative.

<u>Old Vehicle</u>	<u>New Vehicle</u>	<u>Comments</u>
2011 Ambulance (1)	2016 Ambulance (1)	2011 Ambulance will be reserve
2013 Patrol cars (14)	2016 Patrol cars (14)	Replacement of 2013 cars
2007 K-9 vehicle (1)	2016 K-9 vehicle (1)	Replacement of 2007 vehicle
2009 CID vehicles (2)	2016 CID vehicles (2)	Replacement of 2009 vehicles
2008 1-ton truck (3)	2016 1-ton truck (3)	Replacement of 2008 trucks
2006 Hybrid Electric vehicle (1)	2016 Hybrid Electric vehicle (1)	Replacement of 2006 vehicle
2005 Mower (1) for Airport	2016 Mower (1) for Airport	Replacement of 2005 mower

2001 Vactor truck (1)	2016 Vactor truck (1)	Replacement of 2001 truck
2003 Camera van (1)	2016 Camera van (1)	Replacement of 2003 van
N/A	2016 Grapple truck (1)	Addition to fleet

The Grappler truck is an addition to the fleet to provide greater efficiencies and safety for brush pick up services.

All the replaced vehicles will be auctioned at the next Town vehicle auction. There are sufficient funds in the Capital Equipment Replacement Fund, Utilities Fund and Airport Fund to cover the recommended expenditures.

RECOMMENDATION:

Staff recommends approval.

Fiscal Impact

Budgeted Yes/No: YES

Funding Source: General Fund, Airport Fund, Utilities Fund

Amount: \$1,441,062.65

Attachments

Cover Memo-Financial Impact

Cooperatives Bid Tab

The 2016 Ambulance replaces a 2011 Ambulance that will now move to reserve status. The 2016 Patrol cars will replace the 2013 patrol cars and the 2016 K-9 vehicle will replace the 2007 K-9 vehicle. The two 2016 CID cars will replace two 2009 CID vehicles. Three 2016 1 ton trucks replace three 2008 1 ton trucks. A 2016 Hybrid Electric CMAX will replace a 2006 Escape Hybrid Electric vehicle. A 2016 Mower replaces a 2005 for the Airport. A 2016 Vector replaces a 2001 Vector and the 2016 Camera Van is replacing a 2003 Camera Van. The Grappler truck is an addition to the fleet to provide greater efficiencies and safety for brush pick up services.

All the replaced vehicles will be auctioned at the next Town vehicle auction. There are sufficient funds in the Capital Equipment Replacement Fund, Utilities Fund and Airport Fund to cover the recommended expenditures.

RECOMMENDATION:

Staff recommends approval.



FY 15-16 New Fleet Vehicle/ Equipment Replacement Purchases
 General Services Department
 Cooperatives Bid Tab

Cooperative Agency	Bidder	Bid #	Bid Total	Vehicle / Equipment
HGAC <small>(Houston, Galveston Area Council of Government)</small>	Frazer Built Ambulances	9894D	\$185,350.00	(1) Ambulance
HGAC <small>(Houston, Galveston Area Council of Government)</small>	Sam Packs Five Star Ford	VE11-15	\$343,866.70	(14) Police Patrol Cars
BuyBoard	Caldwell Chevrolet	430-13	\$39,508.00	(1) Police K-9 Vehicle
HGAC <small>(Houston, Galveston Area Council of Government)</small>	Sam Packs Five Star Ford	VE11-15	\$16,240.50	(1) CID Vehicle
BuyBoard	Caldwell Chevrolet	430-13	\$19,923.00	(1) CID Vehicle
Texas SmartBuy	Sam Packs Five Star Ford	071-072-AT	\$31,463.64	(1) 1 Ton Truck
Texas SmartBuy	Sam Packs Five Star Ford	071-072-AT	\$37,942.28	(1) 1 Ton Truck
HGAC <small>(Houston, Galveston Area Council of Government)</small>	Kubota Tractor Corp.	L2501HST 489979 GR01-15	\$20,064.35	(1) Front Loader Tractor
HGAC <small>(Houston, Galveston Area Council of Government)</small>	Sam Packs Five Star Ford	VE11-15	\$21,234.50	(1) Hybrid Electric Vehicle
Texas SmartBuy	Sam Packs Five Star Ford	071-072-AT	\$132,639.49	(1) Grapppler Truck
BuyBoard	Moridge Manufacturing	447-14	\$23,474.55	(1) Mower w/ Attachments
HGAC <small>(Houston, Galveston Area Council of Government)</small>	Waco Freightliner	HT06-14	\$364,993.00	(1) Vactor Truck
HGAC	CUES, Inc.	SC01-15	\$171,550.00	(1) Camera Van
Texas SmartBuy	Sam Packs Five Star Ford	071-072-AT	\$32,812.64	(1) 1 Ton Truck

Work Session and Regular Meeting

Item # 10.

Meeting Date: 12/08/2015

Department: Infrastructure- Development Services

AGENDA CAPTION:

Consider And Approve **Authorizing The City Manager To Approve The Purchase Of Ten Street Light Assemblies From Moreno Supply, Inc. For The Belt Line Road Corridor** In An Amount Not To Exceed \$68,800.00.

BACKGROUND:

In 2012, the Town installed new street light poles on Belt Line Road as part of the revitalization of the Belt Line corridor. Because these poles are not the standard street light poles that Oncor typically provides, light poles on Belt Line Road are the Town's property and are maintained and replaced by the Town.

In the Fiscal Year 2015-2016 streets operations budget, the Council authorized the funds to purchase replacement street light poles and fixtures for Belt Line Road. On October 9th, a request for bids for the manufacturing and delivery of these light poles was advertised on BidSync. Invitations to bid were sent to 130 vendors. The bid closed on October 27, 2015. There were 28 views of the bid but only one bidder for this project. There are a limited number of companies that can manufacture street light poles so that severely limits the bidders. Although the street light poles are fairly standard, it takes a specialized process to bend them. This process further limits the type and amount of potential bidders.

Moreno Supply, Inc, submitted the sole bid in the amount of \$68,800.00, which is under the budgeted amount of \$70,000. The Town has utilized Moreno Supply, Inc. for other traffic and electrical related supply purchases in the past and have been pleased with their level of service and turn-around time.

RECOMMENDATION:

Staff recommends approval.

Attachments

Bid Tab

Solicitation 1510-002

Belt Line Street Light Assemblies

Bid Designation: Regional



Town of Addison

Bid 1510-002 Belt Line Street Light Assemblies

Bid Number	1510-002
Bid Title	Belt Line Street Light Assemblies
Bid Start Date	Oct 9, 2015 1:53:58 PM CDT
Bid End Date	Oct 27, 2015 12:00:00 PM CDT
Question & Answer End Date	Oct 21, 2015 12:00:00 PM CDT
Bid Contact	Wil Newcomer Purchasing Manager
Contract Duration	One Time Purchase
Contract Renewal	Not Applicable
Prices Good for	30 days
Bid Comments	NO FAX OR EMAIL BIDS ACCEPTED. Replacement street light assemblies for Belt Line Road
Required Vendor Qualifications	HUB

Item Response Form

Item **1510-002--01-01 - Millerbernd Street Light Poles Assemblies**
 Quantity **10 each**
 Unit Price 3,500.00/E
 Delivery Location **Town of Addison**
Addison Service Center
 16801 Westgrove Drive
 Addison TX 75001
 Qty 10
 Expected Expenditure \$3,373.00

Description
Millerbernd Street Light Poles

Item **1510-002--01-02 - Phillips Lumec Capella Luminare**
 Quantity **20 each**
 Unit Price 1,630.00/E
 Delivery Location **Town of Addison**
Addison Service Center
 16801 Westgrove Drive
 Addison TX 75001
 Qty 20
 Expected Expenditure \$1,317.00

Description
Phillips Lumec Capella Luminare

Item **1510-002--01-03 - Venture MS 350W/H75/T15/S/PS/740 Lamp**
 Quantity **20 each**

Unit Price | 60.00/E

Delivery Location **Town of Addison**
Addison Service Center
16801 Westgrove Drive
Addison TX 75001
Qty 20
Expected Expenditure \$47.25

Description
Venture MS 350W/H75/T15/S/PS/740 Lamp

TOTAL COST - 68,800.00

FRT + LAMPS INCLUDED!

M ←

**REQUEST FOR BID****BELT LINE STREET LIGHT ASSEMBLIES
BID NO. 1510-002****CLOSING: 2:00 PM, OCTOBER 27, 2015 LOCAL TIME****SUBMISSION:**

Request for Bid (hereafter referred to as bids or proposals), in electronic or hard copy, shall include this document, the signature page, and all additional documents as required. Bids/Proposal shall be submitted electronically or if submitting in hard copy, placed in a sealed envelope, signed by a person having the authority to bind the firm in a contract and marked clearly on the outside as outlined below.

FACSIMILE OR EMAIL TRANSMITTALS SHALL NOT BE ACCEPTED.

SUBMISSION OF BID/PROPOSAL: All documents may be submitted electronically through <https://www.bidsync.com>. Electronic submittals are preferred. If paper response is necessary please deliver to:

Town of Addison
5350 Beltline Road
Finance Department
Addison, Texas 75001

MARK ENVELOPE ON OUTSIDE: "Bid#1510-002 BELT LINE STREET LIGHT ASSEMBLIES"

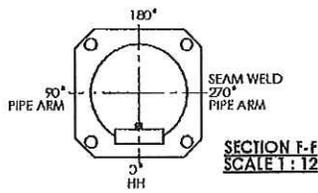
All responses must be received before closing date and time. Bids/Proposals received in the Finance Department after submission deadline shall be returned unopened and will be considered void and unacceptable. The Town of Addison is not responsible for lateness of mail, carrier, etc. and time/date stamp clock in Finance Office shall be the official time of receipt. The right is reserved as the interest of the Town may require to reject any and all bid/proposals and to waive any informality in the bid/proposals received.

IFS COATINGS, INC.

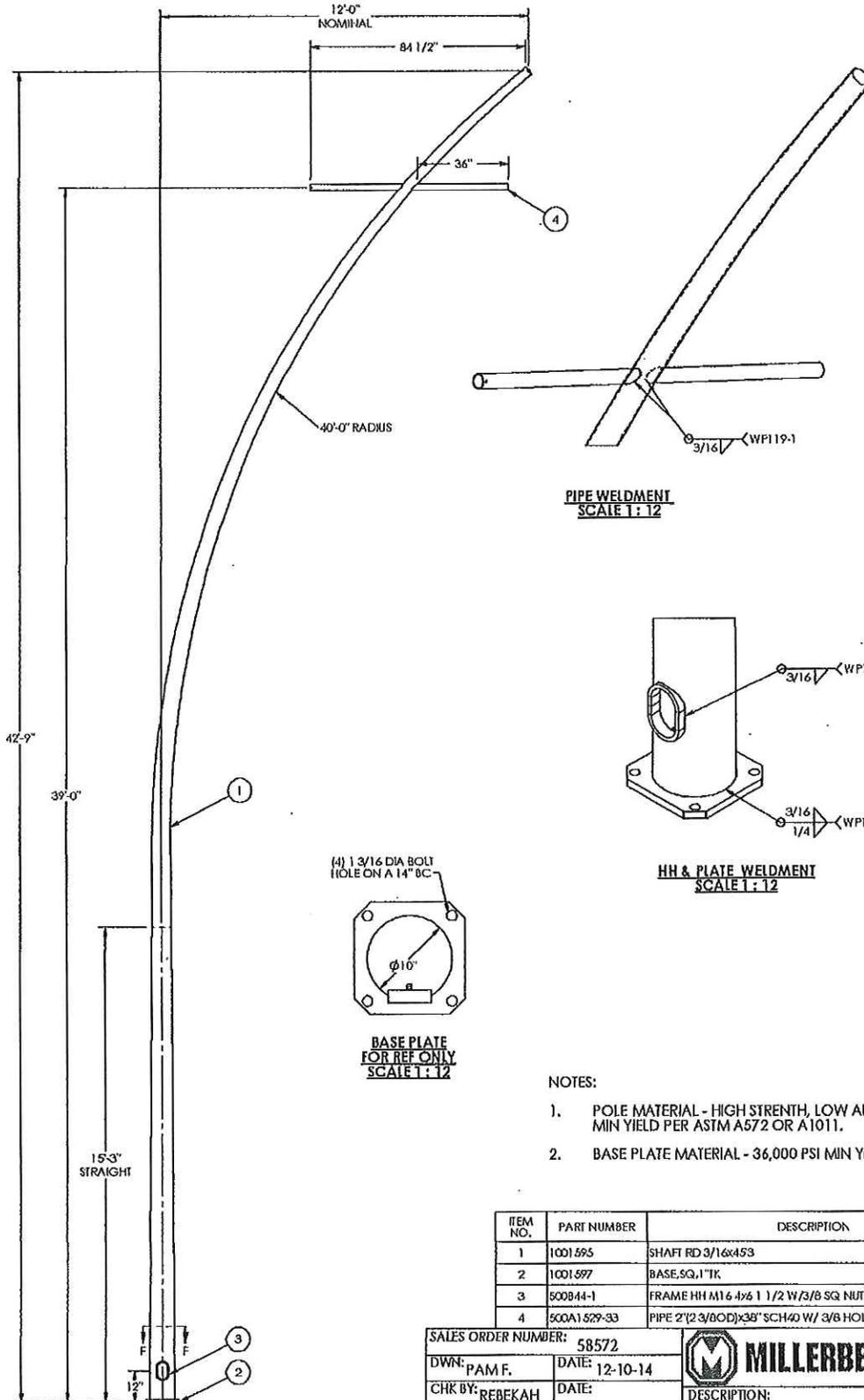
Product # SRSL 90259

Batch # C11341

Desc: Kim Platinum Silver



REVISIONS			
REV.	DESCRIPTION	DATE	DRAFTER



PIPE WELDMENT
SCALE 1:12

HH & PLATE WELDMENT
SCALE 1:12

BASE PLATE
FOR REF ONLY
SCALE 1:12

NOTES:

- POLE MATERIAL - HIGH STRENGTH, LOW ALLOY STEEL 50,000 PSI MIN YIELD PER ASTM A572 OR A1011.
- BASE PLATE MATERIAL - 36,000 PSI MIN YIELD PER ASTM A36.

ITEM NO.	PART NUMBER	DESCRIPTION	Default/Qty.
1	1001595	SHAFT RD 3/16x453	1
2	1001597	BASE,SQ,1"TK	1
3	800844-1	FRAME HH M16 4x6 1 1/2 W/3/8 SQ NUT	1
4	500A1529-33	PIPE 2"(2 3/8 O.D.)x38" SCH 40 W/ 3/8 HOLE	2

SALES ORDER NUMBER: 58572

DWN: PAM.F. DATE: 12-10-14

CHK BY: REBEKAH DATE:

MATERIAL: SEE BOM

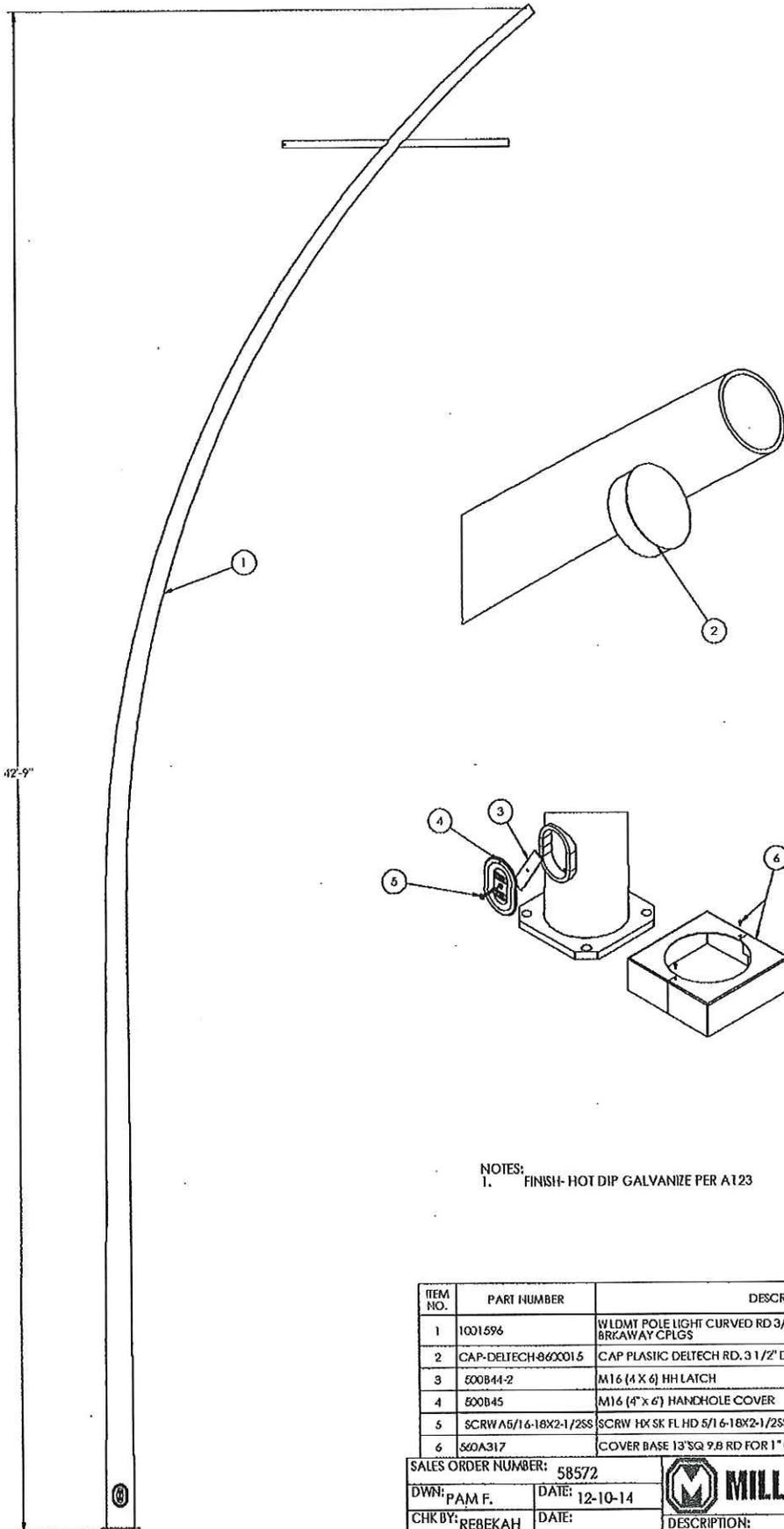
WEIGHT: 651.0 - LBS SCALE: 1:35

MILLERBERND 622 8TH ST. SO. WINSTED, MN 55395

DESCRIPTION: WLDMT POLE LIGHT CURVED RD 3/16x42'9" W/BASE CVR & NO BRKAWAY CPLGS

DRWG NO.: 1001596 SHEET 1 OF 1 **B**

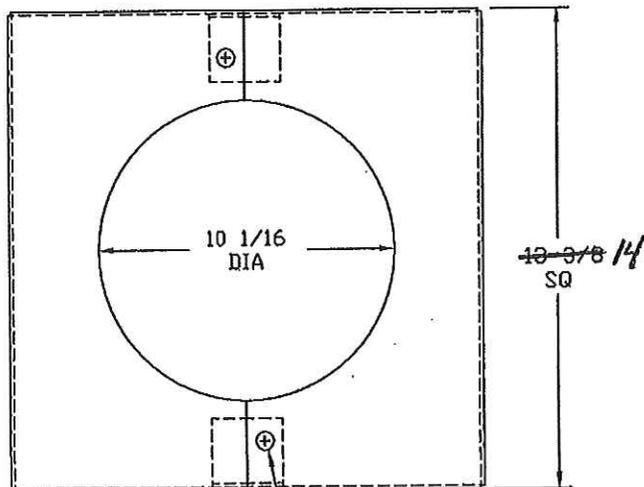
REVISIONS			
REV.	DESCRIPTION	DATE	DRAFTER



NOTES:
1. FINISH- HOT DIP GALVANIZE PER A123

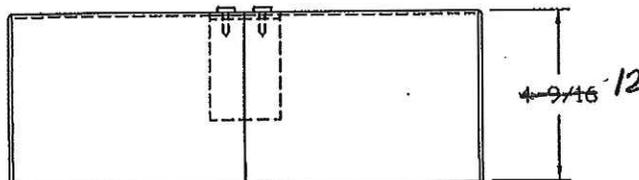
ITEM NO.	PART NUMBER	DESCRIPTION	QTY.
1	1001596	WLDMT POLE LIGHT CURVED RD 3/16x42'9 W/BASE CVR & NO BRKAWAY CPLGS	1
2	CAP-DELTECH-8600015	CAP PLASTIC DELTECH RD. 3 1/2" DIA	1
3	600B44-2	M16 (4 X 6) HH LATCH	1
4	600B45	M16 (4" X 6") HANDHOLE COVER	1
5	SCRW A5/16-18X2-1/2SS	SCRW FH SK FL HD 5/16-18X2-1/2SS	1
6	600A317	COVER BASE 13" SQ 9/8 RD FOR 1" OR 1 1/4 ANCHOR BOLTS	1

SALES ORDER NUMBER: 58572		 MILLERBERND 622 6TH ST. SO. WINSTED, MN 55395
DWN: PAM F.	DATE: 12-10-14	
CHK BY: REBEKAH	DATE:	DESCRIPTION:
MATERIAL: SEE BOM		SHIP POLE LIGHT CURVED RD 3/16x42'9 W/ BASE CVR & NO BRKAWAY CPLGS
WEIGHT: 660.4 - LBS	SCALE: 1:35	DRWG NO.: 1001598
		SHEET 1 OF 1
		B



(2) 560A317-1 BASE COVER HALF (CUT FROM 560B265-2 BASE COVER HALF WELDMENT)

(2) #10 X 1/2 LG TYPE B PH PAN HD SELF TAPPING SCREW (18-8 SS)



NOTE:

1. MATERIAL- LDW CARBON STEEL 50,000 PSI MIN YIELD PER ASTM A1011 (A606 IF SELF WEATHERING)
2. THE (2) 560A317-1 BASE COVER HALF AND (2) #10 X 1/2 LG TYPE B PH PAN HD SELF TAPPING SCREW (18-8 SS) ARE SHIPPED UNASSEMBLED
3. FINISH- TO MATCH POLE

560A317	5	BASE COVER (9.85 RD)
PART NO	QTY	DESCRIPTION

MMC SQ# 58572

DWN: PAUL F.	BASE COVER (9.85 RD POLE)	
DATE: 10-20-08	FOR 13" SQ BASE WITH 1" OR 1 1/4 ANCHOR BOLTS	
CHK: FLOYD F.	Millerbernd MANUFACTURING CO. WINSTED, MN	560A317
SCALE: NTS		

350 Watt Pulse Start Lamp

60258 DATA SHEET



Horizontal
Pulse Start

MS 350W/H75/T15/S/PS/740

GENERAL Characteristics

Lamp Type	MH Pulse Start Single Ended
ANSI Code	M131/E
Bulb Shape	T15
Base Type	Mogul (E39)
Bulb Finish	Clear
Rated Life	26000 hours
Operating Position	Horizontal $\pm 75^\circ$
Dimming	50% Rated Power

PHOTOMETRIC

Initial Lumens	33000
Scotopic Lumens (S/P 1.7)	56000
Lumens Per Watt	94
Lamp Lumen Depreciation (LLD)	.80 (80%) @ 8000 hours
Correlated Color Temperature	4000K
Chromaticity Coordinates (CIE-x,y)	.385 .390
Color Rendering Index (CRI)	68

PHYSICAL

Bulb Diameter	2.0" (52mm)
Max. Overall Length (MOL)	8.3" (211mm)
Light Center Length (LCL)	5.0" (127mm)
Effective Arc Length	38.4mm
Max. Base Temperature ($^\circ\text{C}$)	210
Max. Bulb Temperature ($^\circ\text{C}$)	500
Socket Pulse Rating (KV)	4
Luminaire Type	Enclosed Rated

ELECTRICAL

Lamp Watts	350
Lamp Oper. Voltage (Nom.)	135

SUSTAINABILITY

Recycling Program	Smartpac [®] 800-451-2606
Picograms Hg per Mean Lumen Hour	41
MR-Credit 4 Reduced Mercury in Lamps	1 LEED point
EISA 2007 Compliant	Yes

NOTES

Lamp performance ratings published in this data sheet are based on operation with magnetic ballasts. Performance of position-rated lamps outside of their tolerances will result in poor performance. Minimum Starting Temperature: $-40^\circ\text{C}/^\circ\text{F}$. To calculate nighttime Scotopic lumens, multiply the lumen rating by the S/P ratio. **LEED V3, MR CREDIT 4: Sustainable Purchasing - Reduced Mercury in Lamps is awarded 1 point for projects which at least 90% of all mercury-containing lamps purchased during the performance period comply and meet the target for mercury content of 90 picograms per lumen-hour or less.

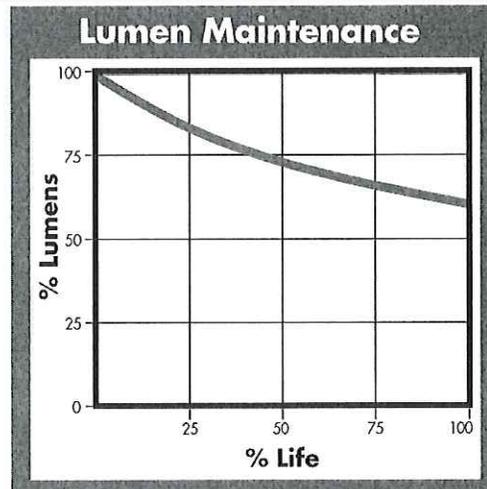
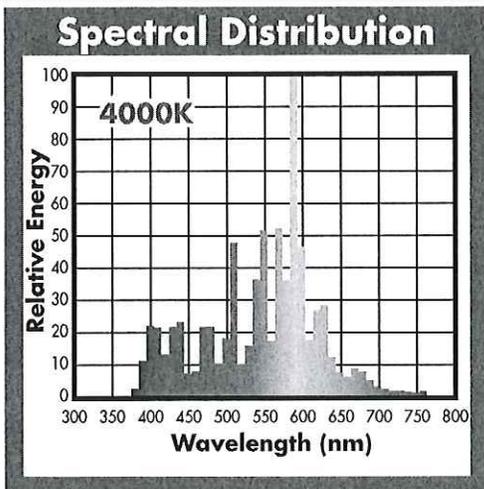


HOR $\pm 75^\circ$
Horizontal

T15



Dia. = 2.0" (52mm)
MOL = 8.3" (211mm)
LCL = 5.0" (127mm)
Base = Mogul (E39)



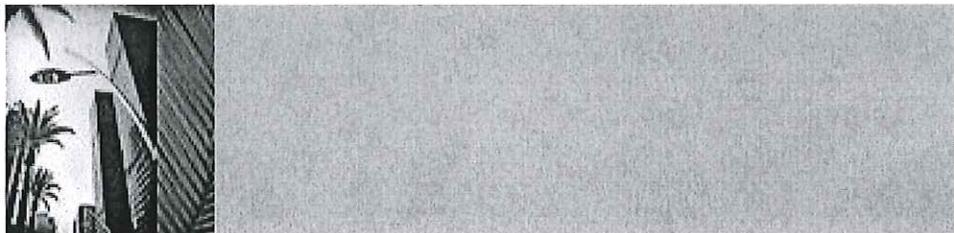
(800) 451-2606
or (440) 248-3510

Fax: (800) 451-2605
7905 Cochran Road
Glenwillow, Ohio 44139 USA
E-mail: venture@adlt.com
VentureLighting.com

THIS LAMP CONFORMS TO FEDERAL STANDARD 21 CFR 1040.30

Warning: This lamp can cause skin burn and eye inflammation from shortwave ultraviolet radiation if outer envelope of the lamp is broken or punctured. Do not use where people will remain for more than a few minutes unless adequate shielding or other safety precautions are used. Lamps that will automatically extinguish when outer envelope is broken or punctured are commercially available.

This Product is Recyclable Through  Smartpac

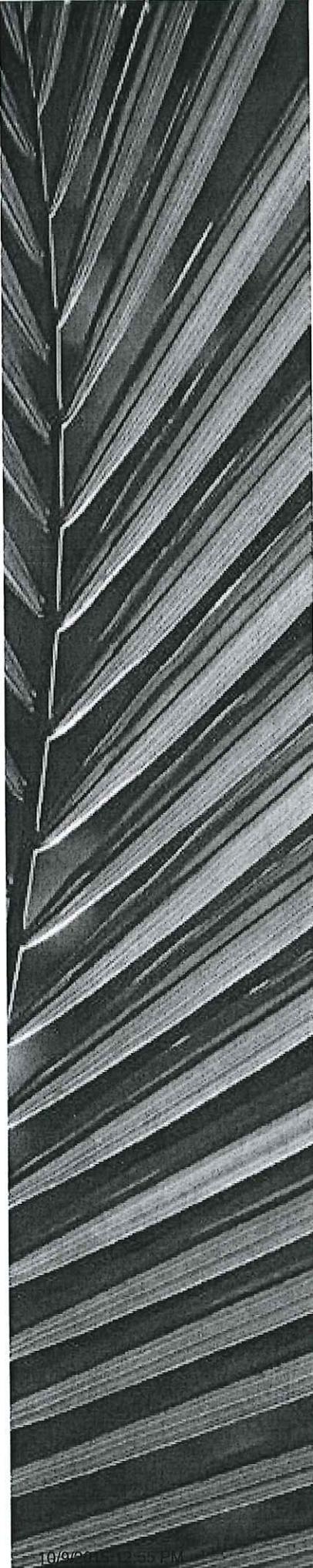


CAPELLA

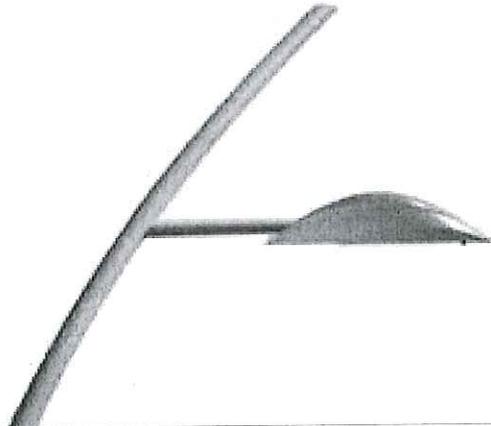
SERIES

Product Overview and Technical information >>

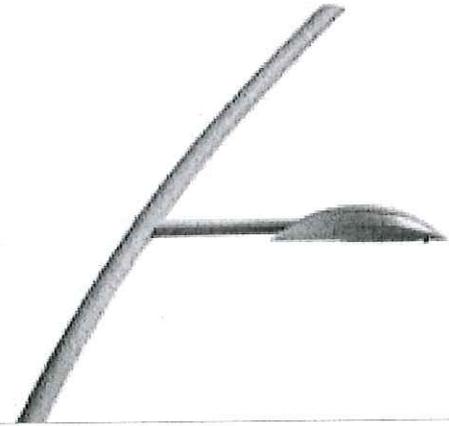
»
LUMINAIRE > CPLM-TH3F
POLE > ATR85C2



Some luminaires of this series are IDA (International Dark-Sky Association) approved.



CPLM

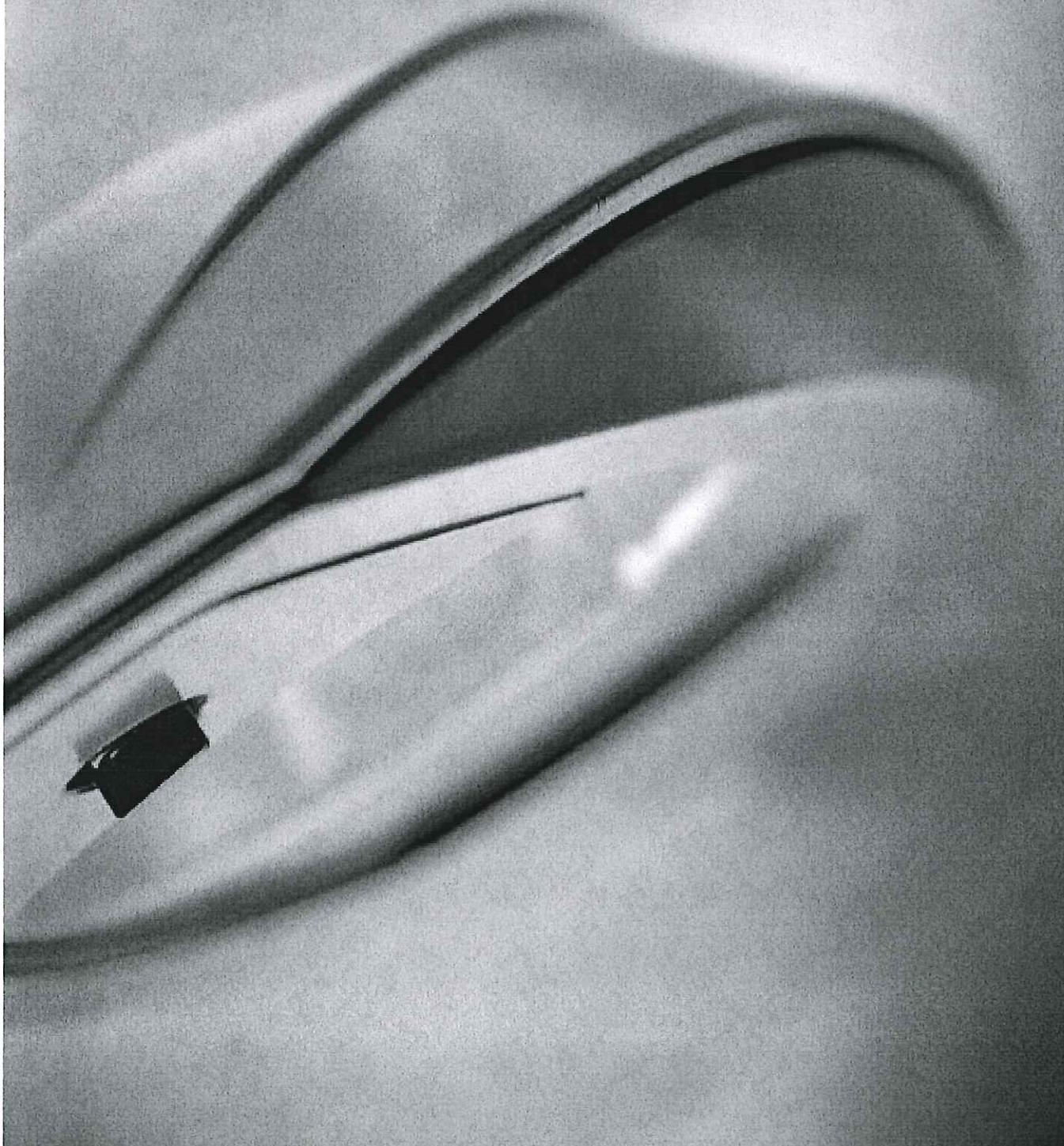


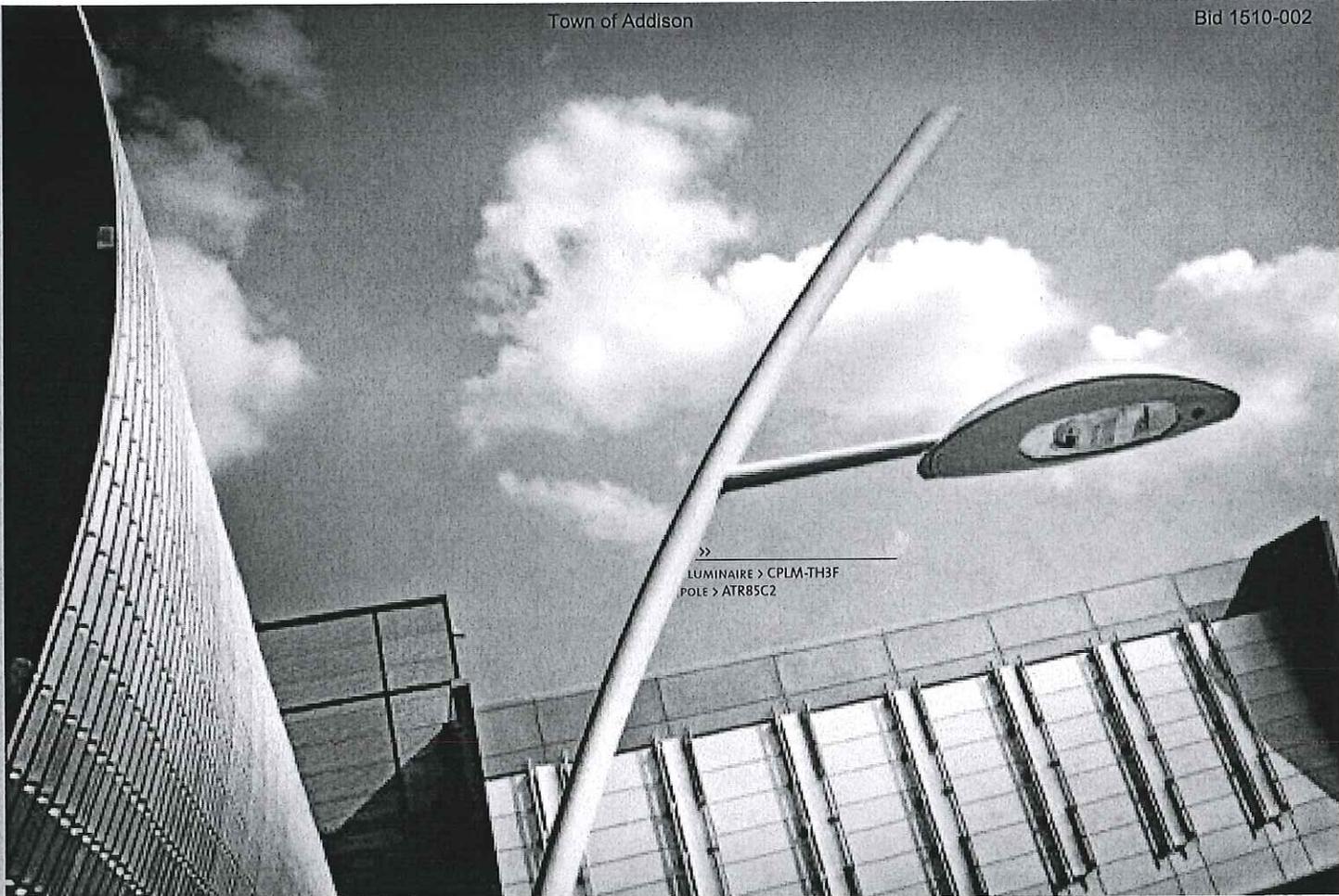
CPLS

CAPELLA

SERIES

Inspired by movement / Inspired by the splendor of movement, the Capella is one of the most adaptable luminaires on the market. With its graceful curves and sweeping lines it contributes to the beautification of any environment and enhances the visual impact of any project. >>





ADAPTABILITY

The Capella comes in two sizes to maximize its potential and appeal. The smaller version is perfect for lighting alleyways, pathways, sidewalks and small roadways while the larger version is ideal for city streets and boulevards. The two complement each other and can be used in tandem to add a measure of grace and fluidity to any area, big or small.

PERFORMANCE

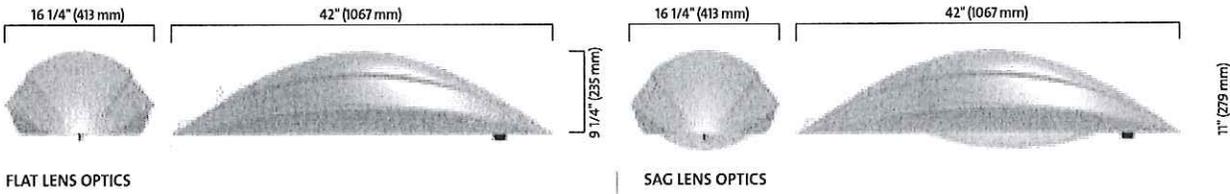
Photometric performance at its finest. With the Capella you get exceptional light distribution and spread as well as efficiency and durability. Full cut-off optics protect the night sky, energy efficiency protects the environment, and high-quality aluminum construction protects Capella's beauty for years to come. Durable, reliable, with easy toolfree maintenance, the Capella is as tough and practical as it is beautiful. >>

BENEFITS

- > Pure lines with high visual appeal.
- > Exceptional durability and reliability.
- > Simple, toolfree maintenance.
- > Superior photometric performance.
- > Respectful of the environment and the night sky.

LUMINAIRES

Conform to the UL 1598 and CSA C22.2 No. 250.0-08 standards



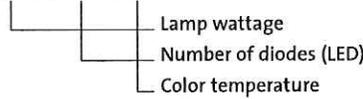
FLAT LENS OPTICS

SAG LENS OPTICS

CPLM

EPA: 0,83 sq. ft.
Weight: 55 lbs (25 kg)

New LAMPS / LED LAMP CODE DEFINITION / 40W 49LED 4K



LED = Philips Lumileds Rebel ES, CRI = 70, CCT = 4000K (+/- 350K)
LED rated life = 100,000 hrs¹ - Driver rated life = 50,000 hrs

LUMINAIRE	LAMP	TYPICAL DELIVERED LUMENS ²		TYPICAL LAMP WATTAGE (W)	TYPICAL SYSTEM WATTAGE ³ (W)	TYPICAL CURRENT @ 120 V (A)	TYPICAL CURRENT @ 240 V (A)	TYPICAL CURRENT @ 277 V (A)	LED CURRENT (mA)	HPS EQUIVALENT ⁴	LUMINAIRE EFFICACY RATING (LM/W)	
		FLAT LENS	SAG LENS								FLAT LENS	SAG LENS
CPLM	40W49LED4K-ES	4025	4070	42	47	0.39	0.20	0.17	285	100 W	86	87
	65W49LED4K-ES	5385	5440	65	72	0.60	0.30	0.26	428	100 W	75	76
	90W49LED4K-ES	6450	6515	90	102	0.85	0.43	0.37	571	150 W	63	64

¹ L70 = 100,000 hrs (at ambient temperature = 25°C and forward current = 700 mA).
² May vary depending on the optical distribution used.
³ System wattage includes the lamp and the LED driver.
⁴ Compared to Capella (equivalence should always be confirmed by a photometric layout).

WATTAGE	LE2F / LE2S LE3F / LE3S LE4F / LE4S LE5F / LE5S
40W49LED4K-ES	✓
65W49LED4K-ES	✓
90W49LED4K-ES	✓

✓ : Available N/A: Not available

VOLTAGE

120 / 208 / 240 / 277 / 347¹ / 480¹

¹ Comes with a step-down transformer with 40W49LED4K-ES and 65W49LED4K-ES.

OPTICAL SYSTEMS / LED



Flat lens

IP66 rated optical system, composed of individual pre-oriented lens to achieve desired distribution, assembled with a tempered-glass flat lens permanently sealed onto the lower part of the heat sink.

- LE2F: Asymmetrical
- LE3F: Asymmetrical
- LE4F: Asymmetrical
- LE5F: Symmetrical (square)
- > House shield available in option (HS)



Sag lens

IP66 rated optical system, composed of individual pre-oriented lens to achieve desired distribution, assembled with a tempered-glass sag lens permanently sealed onto the lower part of the heat sink.

- LE2S: Asymmetrical
- LE3S: Asymmetrical
- LE4S: Asymmetrical
- LE5S: Symmetrical (square)
- > House shield available in option (HS)

^{*} Photometry available on Philips Lumec web site www.philips.com/lumec.

LAMPS / HID

WATTAGE	TH2 / TH3	TH2F / TH3F
50 MH, medium	✓	✓
70 MH, medium	✓	✓
100 MH, medium	✓	✓
150 MH, medium	✓	✓
200 MH, mogul	✓ ¹	✓ ¹
320 MH, mogul	✓	✓ ¹
175 PSMH, mogul	✓	N/A
250 PSMH, mogul	✓	✓ ¹
400 PSMH, mogul	✓	N/A
35 HPS, mogul	✓	✓
50 HPS, mogul	✓	✓ ¹
70 HPS, mogul	✓	✓ ¹
100 HPS, mogul	✓	✓ ¹
150 HPS, mogul	✓	✓ ¹
200 HPS, mogul	✓	✓
250 HPS, mogul	✓	✓
400 HPS, mogul	✓	✓

✓ : Available N/A : Not available
¹ Use only with ED17 medium base lamp.
² Use only with short version LCL 5 3/4" of T15 mogul base lamp.
³ Use only with short version LCL 5" of T15 mogul base lamp.

CosmoPolis™ / new generation of ceramic metal halide lamp

WATTAGE	TH2 / TH3	TH2F / TH3F
60 CW	✓	✓
90 CW	✓	✓

✓ : Available

OPTICAL SYSTEMS / HID

(Lamps not included)



FLAT LENS optics
 Sealed optical chamber consisting of an hydroformed reflector permanently sealed on a flat tempered-glass lens.

TH2F: Full cut-off (II)
 TH3F: Full cut-off (III)



SAG LENS optics
 Sealed optical chamber consisting of an hydroformed reflector permanently sealed on a sagged tempered-glass lens.

TH2: Cut-off (II)
 TH3: Cut-off (III)

* Photometry available on Philips Lumec web site www.philips.com/lumec.

VOLTAGE

HID¹ & MASTERCOLOR®: 120 / 208 / 240 / 277 / 347 / 480
 COSMOPOLIS™: 120 / 208 / 240 / 277

¹ Multi-top ballast also available.
¹ Only available with 60 CW.

MasterColor® / new generation of ceramic metal halide lamp

WATTAGE	TH2 / TH3	TH2F / TH3F
210 MCE	✓	✓

✓ : Available

LAMPS / QL

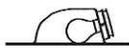
WATTAGE	TH	THF
55 QL	✓	✓
85 QL	✓	✓

✓ : Available

High frequency generator for induction lamp (4000K).
 Instant start. Operating range 50-60 Hz or DC.
 Lamp minimum starting temperature -40F (-40 °C).

OPTICAL SYSTEMS / QL

(Lamps not included)



FLAT LENS optics
 Sealed optical chamber consisting of an hydroformed reflector permanently sealed on a flat tempered-glass lens.

THF: Full cut-off (II)



SAG LENS optics
 Sealed optical chamber consisting of an hydroformed reflector permanently sealed on a sagged tempered-glass lens.

TH: Cut-off (II)

* Photometry available on Philips Lumec web site www.philips.com/lumec.

VOLTAGE

120 / 208 / 240 / 277

> Multi-top ballast also available.

LUMINAIRE OPTIONS

- HS** House shield
- PH8** Quarter-turn photoelectric cell
- SAR** Short arm for round pole
 (E.P.A.: 0.25 sq. ft. / Weight: 2.6 lbs (1.2 kg))

FINISHES

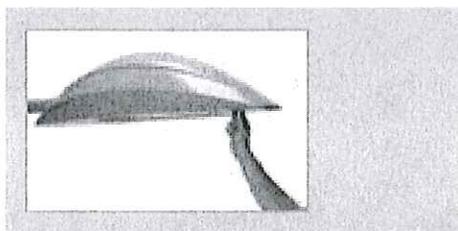
(Consult Philips Lumec's Color Chart for complete specifications)

The specially formulated Lumital powder coat finish is available in a range of many standard colors.

ORDERING SAMPLE

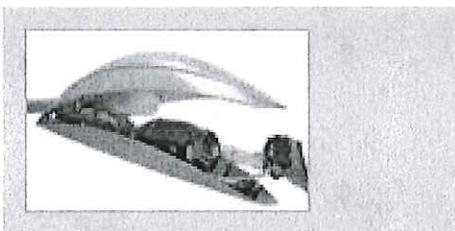
PRODUCT	LAMP	OPTICAL SYSTEM	VOLTAGE	OPTIONS	FINISH
CPLM	250 HPS	TH2F	120	HS	NP

MAINTENANCE



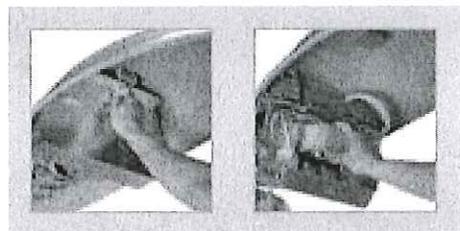
ACCESS TO INTERNAL COMPONENT

The luminaire opens by simply turning the compression twist lock located underneath the luminaire at the front end. The hood can then be pivoted along a incorporated hinge found at the back of the luminaire. When opened, a safety cord holds in place the bottom part of the luminaire.



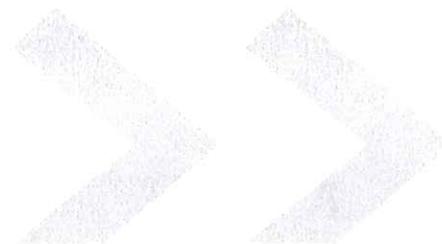
ACCESS TO LAMP

A simple quarter-turn of the sealed shutter provides easy access to the lamp. Quick-disconnect terminals between the lamp and the ballast tray ensure safe and easy lamp replacement.



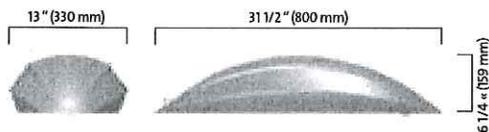
ACCESS TO BALLAST

The toolfree drop-in unitized ballast tray is slipped into the ballast box. Here again, the use of quick-disconnect terminals ensures safe and easy ballast maintenance.

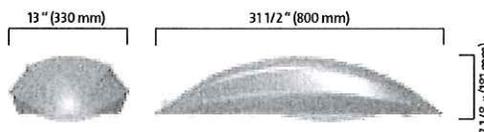


LUMINAIRES

Conform to the UL 1598 and CSA C22.2 No. 250.0-08 standards



FLAT LENS OPTICS

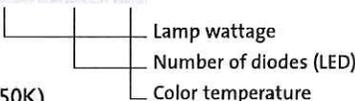


SAG LENS OPTICS

CPLS

EPA: 0,47 sq. ft.
Weight: 30 lbs (13.6 kg)

LAMPS / LED LAMP CODE DEFINITION / 40W 49LED 4K



LED = Philips Lumileds Rebel ES, CRI = 70, CCT = 4000K (+/- 350K)

LED rated life = 100,000 hrs¹ - Driver rated life = 50,000 hrs

LUMINAIRE	LAMP	TYPICAL DELIVERED LUMENS ²		TYPICAL LAMP WATTAGE (W)	TYPICAL SYSTEM WATTAGE ³ (W)	TYPICAL CURRENT @ 120 V (A)	TYPICAL CURRENT @ 240 V (A)	TYPICAL CURRENT @ 277 V (A)	LED CURRENT (MA)	HPS EQUIVALENT ⁴	LUMINAIRE EFFICACY RATING (LM/W)	
		FLAT LENS	SAG LENS								FLAT LENS	SAG LENS
CPLS	40W30LED4K-ES	2965	3000	40	45	0.38	0.19	0.16	400	70 W	66	67
	60W30LED4K-ES	4025	4070	60	68	0.57	0.28	0.25	600	100 W	59	60

¹ L70 = 100,000 hrs (at ambient temperature = 25°C and forward current = 700 mA).
² May vary depending on the optical distribution used.
³ System wattage includes the lamp and the LED driver.
⁴ Compared to Capella (equivalence should always be confirmed by a photometric layout).

OPTICAL SYSTEMS / LED



Flat lens

IP66 rated optical system, composed of individual pre-oriented lens to achieve desired distribution, assembled with a tempered-glass flat lens permanently sealed onto the lower part of the heat sink.

- LE2F: Asymetrical
- LE3F: Asymetrical
- LE4F: Asymetrical
- LE5F: Symmetrical (square)
- > House shield available in option (HS)



Sag lens

IP66 rated optical system, composed of individual pre-oriented lens to achieve desired distribution, assembled with a tempered-glass sag lens permanently sealed onto the lower part of the heat sink.

- LE2S: Asymetrical
- LE3S: Asymetrical
- LE4S: Asymetrical
- LE5S: Symmetrical (square)
- > House shield available in option (HS)

* Photometry available on Philips Lumec web site www.philips.com/lumec.

WATTAGE	LE2F / LE2S LE3F / LE3S LE4F / LE4S LE5F / LE5S
40W30LED4K-ES	✓
60W30LED4K-ES	✓

VOLTAGE

✓ : Available N/A: Not available

120 / 208 / 240 / 277

LAMPS / HID

WATTAGE	2H / 4H	2HF / 4HF
50 MH, medium	✓	✓
70 MH, medium	✓	✓
100 MH, medium	✓	✓
150 MH, medium	✓	✓
175 MH, medium	✓	✓
35 HPS, medium	✓	✓
50 HPS, medium	✓	✓
70 HPS, medium	✓	✓
100 HPS, medium	✓	✓
150 HPS, medium	✓	✓
18 CF	✓	✓
26 CF	✓	✓
32 CF	✓	✓
42 CF	✓	✓

✓ : Available N/A: Not available
> Socket: GX24Q-2 (18W), GX24Q-3 (26W)(32W), GX24Q-4 (42W), triple tube for compact fluorescent (lamp not included).

OPTICAL SYSTEMS / HID

(Lampes non incluses)



FLAT LENS optics

Sealed optical chamber consisting of an hydroformed reflector permanently sealed on a flat tempered-glass lens.

- 2HF: Full cut-off (II)
- 4HF: Full cut-off (IV)



Optique / LENTILLE EN SAILLIE

Bloc optique scellé composé d'un réflecteur hydroformé scellé de façon permanente sur une lentille en saillie en verre trempé.

- 2H: Défilé (II)
- 4H: Défilé (IV)

* Photometry available on Philips Lumec web site www.philips.com/lumec.

VOLTAGE

HID¹: 120 / 208 / 240 / 277 / 347 / 480

CosmoPolis™: 120² / 208 / 240 / 277

¹ Multi-top ballast also available.
² Only available with 60 CW.

CosmoPolis™ / new generation of ceramic metal halide lamp

WATTAGE	2H / 4H	2HF / 4HF
60 CW	✓	✓
90 CW	✓	✓

✓ : Available

LUMINAIRE OPTIONS

- HS House shield
- PH Photoelectric cell

FINISHES

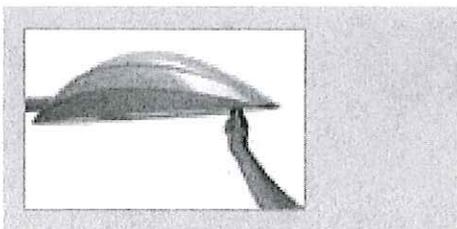
(Consult Philips Lumec's Color Chart for complete specifications)

The specially formulated Lumital powder coat finish is available in a range of many standard colors.

ORDERING SAMPLE

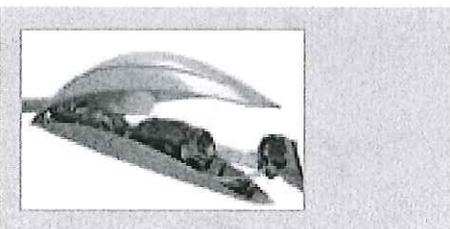
PRODUCT	LAMP	OPTICAL SYSTEM	VOLTAGE	OPTIONS	FINISH
CPLS	150 HPS	2HF	120	PH7	NP

MAINTENANCE



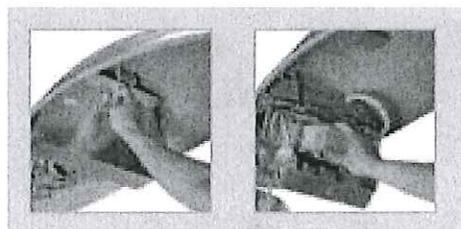
ACCESS TO INTERNAL COMPONENT

The luminaire opens by simply turning the compression twist lock located underneath the luminaire at the front end. The hood can then be pivoted along a incorporated hinge found at the back of the luminaire. When opened, a safety cord holds in place the bottom part of the luminaire.



ACCESS TO LAMP

A simple quarter-turn of the sealed shutter provides easy access to the lamp. Quick-disconnect terminals between the lamp and the ballast tray ensure safe and easy lamp replacement.

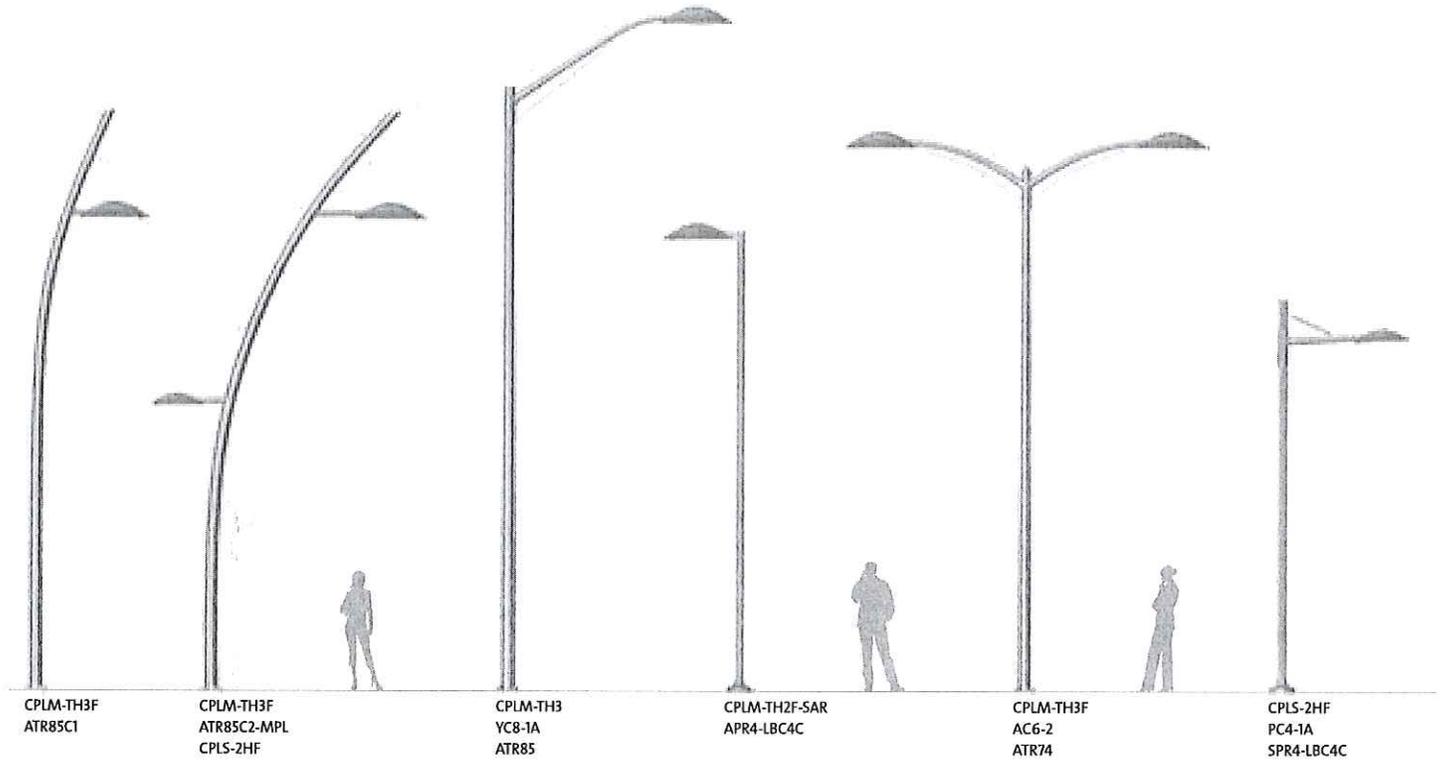


ACCESS TO BALLAST

The toolfree drop-in unitized ballast tray is slipped into the ballast box. Here again, the use of quick-disconnect terminals ensures safe and easy ballast maintenance.

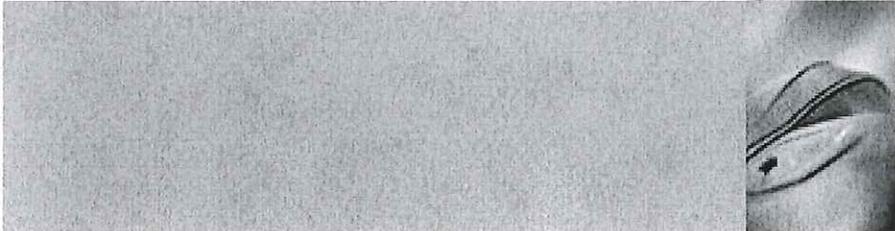


ASSEMBLY EXAMPLES





>>
LUMINAIRE > CPLM-TH3F
POLE > ATR85C2-MF
MID-POLE LUMINAIRE > CPL5-2HF



www.philips.com/lumec

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For the details of our different agents and representatives, please consult the **Contact us** section of our Website.

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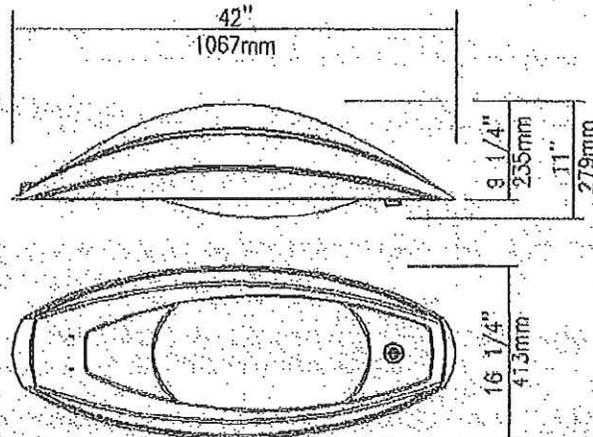


/ Some luminaires use fluorescent or high intensity discharge (HID) lamps that contain small amounts of mercury. Such lamps are labeled "Contains Mercury" and/or with the symbol "Hg." Lamps that contain mercury must be disposed of in accordance with local requirements. Information regarding lamp recycling and disposal can be found at www.lamprecycle.org



The choice to not print paper brochures anymore but to make them available on-line is an example of the positive environmental actions that Philips Lumec has decided to undertake. This not only considerably reduces our paper consumption but also guarantees the exactitude of the information our clients receive.

Addison Beltline Road Median (62968)



Qty **20** Luminaire [CPLM-004]-350PSMH-T15-TH3-240-HE-SC

Description of Components:

Housing: the upper and lower part of the housing are made of die cast A360 Aluminum alloy 0.180 (4.6mm) minimum thickness. The mounting means includes two brackets made of stamped galvanized-steel (12ga.). Fits on a 1.9" (49mm) to 2 3/8" (60mm) OD by 10 1/2" (267mm) long tenon, fixed by 3/8-16 UNC steel zinc plated bolts. An integral part of the housing permits an adjustment of +/- 5°. The housing is complete with a ground lug and a terminal block that accepts (#8 max.) wires from the primary circuit.

Access-Mechanism: Quarter-turn pressure locking system made of die cast aluminum. The mechanism shall offer toolfree access to the inside of the luminaire. An embedded memory-retentive gasket shall ensure weatherproofing.

Lamp: (Not included), 350 watt metal halide Pulse Start Type (ANSI Code M131), **short version LCL 5 3/4" T15 bulb from Venture** reduced outer jacket, mogul base.

Optical System: (TH3), I.E.S. type III cut-off (asymmetrical) complete with a sag lens. Smartseal system. System composed of 3 main components:

- Shutter** made of injection molded A360 aluminum alloy. Removable with a quarter turn, c/w an injection molded silicone gasket (duro 60 shore A). Horizontal lamp position.
- Multi-faceted reflector** made of hydroformed 3002-0 aluminum alloy chemically brightened and anodized (5 micron min) complete with additional reflectors made of aluminum with 96% reflectivity.
- Sag Lens** made of clear tempered glass of 0.20" (5mm) thickness, permanently sealed onto the reflector. The Smartseal optical system is rated IP66.

Bird Guard: Prevents birds from entering the luminaire. Made of high-density polyethylene 0.030" (0.8mm) thick and captive to the housing.

LCP53844-62968(SA)IT (2) (2).DOC *hd*
06-07-2011 Page 1/2

PHILIPS

LUMEC

640, Curé-Bolin
Bolsbriand (Québec)
Canada, J7G 2A7

Addison Beltline Road Median (62968)

Miscellaneous

Description of Components:

Wiring: The connection of the luminaire is done using a terminal block connector 500V, 57A for use with bare son (#8 max.) wires from the primary circuit, located inside the housing.

Hardware: All exposed screws shall be stainless steel with Ceramic primer-seal basecoat to reduce seizing of the parts. All seals and sealing devices are made and/or lined with EPDM and/or silicone.

Finish: (SC = Sherwin Williams #B65W00651) and in accordance with the AAMA 2604 standard. Application of a polyester power coat paint (4 mils/100 microns). The chemical composition provides a discoloration resistant finish in accordance with the ASTM D 2244 standard, as well as luster retention in keeping with the ASTM D 523 standard and humidity proof in accordance with the ASTM-D2247 standard.

The surface treatment achieves a minimum of 3000 hours for salt spray resistant finish in accordance with the tests performed and the ASTM-B117 standard.

Surface Finish: *The above mentioned product has been specified in a smooth finish. We wish to inform you that Lumec cannot guarantee a finish without imperfections (e.g. apparent grinding marks and porosity). We strongly recommend the use of a textured finish which provides better uniformity of surface finish. No return of merchandise showing above mentioned imperfection will be granted.*

Vibration Resistance: The CPLM meets the ANSI C136.31-2001 table 2, American National Standard for Roadway Luminaire Vibration specifications for Bridge/overpass applications. (Tested for 3G over 100 000 cycles by an independent lab)

Luminaire: Ballast conforms to the EISA of 2007 Regulations requirements.

Belt Line Replacement Street Lighting Assemblies

Description: This bid is to purchase 10 replacement street lighting assemblies for Belt Line Road.

Materials: The lighting assemblies will be of same manufacture as in the details sheets attached. All pole will be individually wrapped for protection from damage. The color of the lighting assemblies shall be approved by the Town prior to the powder coating process. Anchor bolts are to be provided with each pole.

Delivery: Delivery will be made on Tuesdays – Thursdays only between the hours of 9:00 am and 2:00 pm. The Town will be notified 48 hours in advance of delivery being made. Contact information will be provided to the lowest most responsible bidder.

QUALIFICATION AND REFERENCE STATEMENT

BIDDER: MORENO SUPPLY, INC

COMPANY INFORMATION:

Number of years in business? 22

Number of years at current location? 7

Do you maintain a permanent commercial business office? YES

Have you or any present partners or officers failed to complete a contract? No If yes, give name of owner and/or surety?

[Empty box for name of owner and/or surety]

Can you be reached 24 hours a day (in an emergency)? YES

Pager# [Empty] Cell Phone# 214-458-6054

Answer Svc# [Empty] Other# [Empty]

CUSTOMER REFERENCES

Please provide 3 to 5 users you have provided with this product or service. Use comparable projects and government entities, if any;

Company Name	Contact Name	Phone	Email
BELTWAY COMMERCIAL	RANDY EASTRIDGE	972-989-9987	REASTRIDGE@BELTWAYCO.COM
TOWN OF ADDISON	BRANDON GRAHAM	469-426-9840	B.GRAHAM@ADDISONTX.GOV
KENNINGTON PROPERTIES	BOB TUCK	903-227-6427	
KEULEY LIGHTING & ELECTRICAL	JIM KEULEY	214-251-5814	
DRYDEN AND ASSOCIATES	JOHN DRYDEN OR KEVIN MAHIEU	972-934-2233	KMAHIEU@DRYDENCOMPANY.COM

Town of Addison
GENERAL TERMS AND CONDITIONS

By submitting an Offer in response to the Solicitation, the Contractor/Seller (hereafter called Seller) agrees the Contract/Purchase Order shall be governed by the following terms and conditions for goods and services.

1. Applicability: These General Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the Town of Addison's Request for Bid (collectively, "Terms and Conditions") are applicable to Contracts/Purchase Orders issued by the Town of Addison (hereinafter referred to as the "Town" or "Buyer") and the Seller (herein after referred to as the "Seller"). Any deviations must be in writing and signed by a representative of the Town's Purchasing Department and the Seller. No terms and conditions contained in the Seller's Proposal, Invoice or Statement shall modify the Terms and Conditions. If there is a conflict between the Terms and Conditions and Seller's response to the Town's request for bids or proposals documents (including the provisions of the Seller's form of contract/purchase order), the Terms and Conditions will take precedence and control.
2. Official Solicitation Notification: The Town utilizes the following for official notifications of solicitation opportunities: www.bidsync.com and the Dallas Morning News of Dallas County. These are the only forms of notification authorized by the Town for notifications of solicitation opportunities. The Town is not responsible for receipt of notifications or information from any source other than those listed. It shall be the Seller's responsibility to verify the validity of all solicitation information received from any source other than the Town. There will be NO COST to the Seller for using BidSync to respond to Town of Addison solicitations.
3. Seller to Package Goods: Seller shall package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) consignee's name, address and purchase order or purchase change order number; (c) container number and total number of containers, e.g., "box 1 of 4 boxes"; and (d) number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided and agreed to in writing by Buyer. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Town's count or weight shall be final and conclusive on shipments not accompanied by packing list. Unless otherwise stated in the Town's solicitation, all goods will be new, not used, rebuilt, reconditioned or recycled, will be in first class condition, and will be in containers suitable for site.
4. Shipment Under Reservation Prohibited: Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
5. Title and Risk of Loss: Title and risk of loss of the goods will not pass to the Town until the Town actually receives, takes possession of, and inspects and accepts the goods at the point or points of delivery.
6. Delivery Terms and Transportation Charges: Goods shall be shipped F.O.B. point of delivery; prices bid and quoted shall be F.O.B. point of delivery, and shall include all freight, delivery and packaging costs. Town shall have the right to designate what method of transportation shall be used to ship the goods. Town assumes and shall have no liability for goods damaged while in transit and or delivered in a damaged condition or that otherwise don't conform to the Terms and Conditions. Seller shall be responsible for and handle all claims with carriers, and in case of damaged or non-conforming goods shall

ship replacement goods immediately upon notification by the Town of the same, and the Town may return such damaged or non-conforming goods at Seller's sole cost and expense, including costs and expense for freight, delivery, packaging, and shipping.

7. Right of Inspection and Rejection; Backorders: The Town shall have the right, and expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the goods at delivery before accepting them, and to reject defective or non-conforming goods. Backorders delayed beyond a reasonable period of time, as determined by the Town Purchasing Manager, may be cancelled by the Town without liability of any kind whatsoever, and payment will not be made for such cancellations.

8. Acceptance of Incomplete or Non-Conforming Goods: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming goods, Town prefers to accept such goods, Town may do so. Seller shall pay all claims, costs, losses and damages attributable to Town's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, Town may deduct such amounts as are necessary to compensate Town for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to Town by Seller.

9. Substitution: Every delivery of goods by the Seller must comply with all provisions of this bid including the specifications, delivery schedule, quantity and quality, and the Terms and Conditions. Any delivery which does not conform to the Buyer's requirements shall constitute a breach of contract. Seller does not have authorization to make or tender substitute goods unless it is agreed to in writing by the Buyer and signed by an authorized representative of Buyer.

10. Payment:

(a) All proper invoices received by the Town will be paid within thirty (30) days of the Town's receipt and acceptance of the goods or of the invoice, whichever is later, unless other terms are specified on the face of the purchase order in the original printing. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of one percent per month or the maximum lawful rate; except, if payment is not timely made for a reason for which the Town may withhold payment hereunder, interest shall not accrue until ten (10) days after the grounds for withholding payment have been resolved.

(b) If partial shipments or deliveries are authorized by the Town, Seller will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.

(c) The Town may withhold or set off the entire payment or part of any payment otherwise due Seller to such extent as may be necessary on account of: (i) delivery of defective or non-conforming goods by Seller, or (ii) failure of the Seller to submit proper invoices with all required attachments and supporting documentation, or (iii) failure of Seller to deliver quantity of goods ordered (payment will be made for actual quantities delivered).

(d) The Town's payment obligations are payable only and solely from funds appropriated, budgeted, and available for the purpose of this purchase. The absence of appropriated and budgeted or other lawfully available funds shall render the Contract/Purchase Order null and void to the extent funds are not appropriated and budgeted or available and any goods delivered but unpaid shall be returned to Seller. The Town shall provide the Seller written notice of the failure of the Town to make an adequate appropriation and budget for any fiscal year to pay the amounts due under the Contract/Purchase Order, or the reduction of any appropriation to an amount insufficient to permit the Town to pay its obligations under the

Contract/Purchase Order.

11. Invoicing: Send ORIGINAL INVOICE to address indicated on the purchase order. If invoice is subject to cash discounts the discount period will begin on the day invoices are received. So that proper cash discount may be computed, invoice should show amount of freight as a separate item, if applicable; otherwise, cash discount will be computed on total amount of invoice.

12. Taxes - Exemption: All quotations are required to be submitted LESS Federal Excise and State Sales Taxes. Tax Exemption Certificate will be provided by the Town for the successful Seller

13. Warranty - Price:

(a) Seller warrants the prices quoted in its bid are no higher than Seller's current prices on orders by others for like goods under similar terms of purchase.

(b) Seller certifies that the prices in Seller's bid have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

(c) In the event of any breach of this warranty, the prices of the items will be reduced to Seller's current prices on orders by others, or in the alternative, the Town may cancel this Contract/Purchase Order without liability to Seller of any kind whatsoever. In addition to any other remedy available, the Town may deduct from any amounts owed to Seller, or otherwise recover, any amounts paid for items in excess of Seller's current prices on orders by others for like goods under similar terms of purchase.

14. Warranty – Title: Without limiting any provision of law, Seller warrants that it has good and indefeasible title to all goods furnished hereunder, and that the goods are free and clear of all liens, claims, security interests and encumbrances. **Seller shall indemnify and hold the Town harmless from and against all adverse title claims to the goods.**

15. Warranty (goods): If goods are sold and furnished to Seller in connection with these Terms and Conditions, Seller represents and warrants that the goods sold and furnished to the Town will be (i) free from defects in design, manufacture, materials and workmanship, (ii) be of merchantable quality and fit for ordinary use, (iii) be in full conformance with Buyer's specifications, drawings and data, with Seller's samples or models furnished in connection herewith, with Seller's express warranties, and with the terms and conditions of the Town's solicitation, and (iv) conform to all applicable Federal, State, and local laws, ordinances, rules, regulations, codes, and to all applicable standards and industry codes and standards. These warranties are in addition to all others given to the Buyer by the Seller or by law. Seller shall not limit, disclaim, or exclude these warranties or any implied warranties, and any attempt to do so shall render this Contract/Purchase Order voidable at the option of the Buyer, and any such limitations, disclaim, or exclusions shall be void and without force or effect.

Unless otherwise specified in a Contract/Purchase Order and approved by the Town in writing, the warranty period shall be at least one year from the date of acceptance of the goods or from the date of acceptance of any replacement goods. If during the warranty period, one or more of the above warranties are breached, Seller shall promptly upon receipt of demand either repair the defective or non-conforming goods, or replace the non-conforming or defective goods with fully conforming and non-defective goods, at the Town's option and at no additional cost to the Town. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by Seller. The Town shall endeavor to give Seller written notice of

the breach of warranty within thirty (30) days of discovery of the breach of warranty, but failure to give timely notice shall not impair the Town's rights hereunder.

If Seller is unable or unwilling to repair or replace defective or non-conforming goods as required by Town, then in addition to any other available remedy, Town may reduce the quantity of goods it may be required to purchase under the Contract/Purchase Order from Seller, and purchase conforming goods from other sources. In such event, Seller shall pay to Town upon demand the increased cost, if any, incurred by the Town to procure such goods from another source.

If Seller is not the manufacturer, and the goods are covered by a separate manufacturer's warranty, Seller shall transfer and assign such manufacturer's warranty to Town. If for any reason the manufacturer's warranty cannot be fully transferred to Town, Seller shall assist and cooperate with Town to the fullest extent to enforce such manufacturer's warranty for the benefit of Town.

16. Warranty (services): If services are provided to Seller in connection with these Terms and Conditions, Seller represents and warrants that all services to be provided to the Town will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of this Contract/Purchase Order, and all applicable Federal, State and local laws, ordinances, rules, regulations and codes. These warranties are in addition to all others given to the Buyer by the Seller or by law. Seller shall not limit, disclaim, or exclude these warranties or any implied warranties, and any attempt to do so shall render this Contract/Purchase Order voidable at the option of the buyer, and any such limitations, disclaim, or exclusions shall be void and without force or effect.

Unless otherwise specified in the Contract/Purchase Order, the warranty period shall be at least one year from the date of final acceptance of the services by the Town. If during the warranty period, one or more of the above warranties are breached, Seller shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the Town. All costs incidental to such additional performance shall be borne by the Seller. The Town shall endeavor to give the Seller written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the Town's rights under this section.

If the Seller is unable or unwilling to perform its services in accordance with the above standard as required by the Town, then in addition to any other available remedy, the Town may reduce the amount of services it may be required to purchase under the Contract/Purchase Order from the Seller, and purchase conforming services from other sources. In such event, the Seller shall pay to the Town upon demand the increased cost, if any, incurred by the City to procure such services from another source.

17. Right to Assurance: Whenever one party to the Contract/Purchase Order in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of this Contract/Purchase Order.

18. Default: Seller shall be in default under this Contract/Purchase Order if Seller (a) fails to fully, timely and faithfully perform any of its material obligations under this Contract/Purchase Order (whether or not an obligation is "material" shall be determined by the Town), (b) fails to provide adequate assurance of performance as provided for herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States, or (d) makes a material misrepresentation in Seller's offer or response to Buyer's solicitation, or in any report or deliverable required to be submitted by Seller to the Town.

19. Termination for Cause or Convenience: The Town, at any time, by 30 days written notice to the Seller, has the absolute right to terminate this Contract/Purchase Order, in whole or in part, for cause or for convenience (that is, for any reason or for no reason whatsoever). "Cause" means the Seller's refusal or failure to perform or complete its obligations under this Contract/Purchase Order within the time specified and to the Town's satisfaction, or failure to meet the specifications, quantities, quality and/or other requirements specified in the Contract/Purchase Order. If the Town terminates this Contract/Purchase Order for cause, the Seller shall be liable for any damages suffered by the Town. If the agreement is terminated for convenience, the Seller has no further obligation under this Contract/Purchase Order. Upon receipt of a notice of termination, Seller shall promptly cease all further work pursuant to the Contract/Purchase Order, with such exceptions, if any, specified in the notice of termination. Payment shall be made to cover the cost of goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

20. Delay: Town may delay scheduled delivery or other due dates by written notice to Seller if the Town deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract/Purchase Order, the Town and the Seller shall negotiate an equitable adjustment for costs incurred by Seller in the Contract/Purchase Order price and execute an amendment to the Contract/Purchase Order. Seller must assert its right to an adjustment within thirty (30) days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse Seller from delaying the delivery as notified. For purposes of these Terms and Conditions, "days" means calendar days.

21. SELLER'S INDEMNITY OBLIGATION; INSURANCE: See attached Town of Addison minimum requirements.

22. Gratuity: Town may, by written notice to Seller, cancel this Contract/Purchase Order without liability to Town if it is determined by Town that any gratuity, in the form of entertainment, gifts, or otherwise, was offered or given by Seller, or any officer, employee, agent or representative of Seller, to any officer, employee, or representative of Town with a view toward securing a contract or securing favorable treatment with regard to the awarding or amending, or the making or any determinations with respect to the performance of, a contract. In the event this Contract/Purchase Order is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Seller in providing such gratuities.

23. Notices: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under this Contract/Purchase Order shall be in writing and shall be deemed delivered upon being hand-delivered or upon three (3) business days after postmarked if sent by U.S. Postal Service certified or registered mail, return receipt requested. Notices to Seller shall be sent to the address as specified by Seller. Notices to the Town shall be addressed to Town at 5300 Belt Line Road, Dallas, Texas 75254 and marked to the attention of the Town Finance Director.

24. No Warranty By Town Against Infringement: Seller represents and warrants to the Town that: (i) Seller shall provide the Town good and indefeasible title to all goods being sold and/or supplied to the Town, and (ii) such goods in accordance with the specifications in this Contract/Purchase Order will not infringe, directly or indirectly, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of such goods and the Seller does not know of any valid basis for any such claims. The Town's specifications regarding the goods shall in no way diminish Seller's warranties or obligations under this paragraph, and the Town makes no warranty that the production, development, or delivery of goods according to the specifications will not give rise to such a claim or will not will not impact

such warranties of Seller, and in no event will Town be liable to Seller, its officers, employees, or agents (together, "Seller Parties") for indemnification or otherwise if Seller Parties or any of them is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will or may result, Seller shall promptly notify Town of that opinion. If Seller in good faith ascertains, prior to production of the goods, that production of the goods according to the specifications will result in infringement or the like, this Contract/Purchase Order will be null and void, and neither Town nor Seller shall have any liability one to the other.

25. Assignment and Successors: The successful Seller shall not assign, transfer, pledge, subcontract, or otherwise convey (collectively, "assign" or "assignment"), in any manner whatsoever, any rights, duties, obligations, or responsibilities of Seller under or in connection with this Contract/Purchase Order, in whole or in part, without the prior written consent of the Town of Addison (and any such assignment without the prior written consent of the Town shall be null and void). Any person or entity to whom Seller assigns any right, duty or obligation shall, as a condition of such assignment, agree to comply with and abide by all provisions of this Contract/Purchase Order, and Seller shall promptly give the Town a true and correct copy of such agreement.

This Contract/Purchase Order shall be binding upon and inure to the benefit of the City and the Seller and their respective successors and authorized assigns, provided however, that no right or interest in the Contract/Purchase Order shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. This Contract/Purchase Order does not and is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to this Contract/Purchase Order.

26. Waiver; Rights, Remedies: All waivers must be in writing and signed by the waiving party. The rights or remedies under this Agreement are cumulative to any other rights or remedies, which may be granted by law.

27. Modifications: This contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any Seller invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of this Contract/Purchase Order.

28. Independent Contractor: Seller shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of the Town. Seller shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants.

29. Interpretation: This Contract/Purchase Order is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in this Contract/Purchase Order. Although the Contract/Purchase Order may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in this contract, the UCC definition shall control, unless otherwise defined in this Contract/Purchase Order.

30. Competitive Pricing: It is the intent of the Town to consider Interlocal Cooperative Agreements and State/Federal contracts in determining the best value for the Town.

31. Interlocal Agreement: Successful bidder (Seller) agrees to extend prices for the goods and/or services to be provided by Seller described in this Contract/Purchase Order to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with the Town. The Town is a participating member of several interlocal cooperative purchasing agreements. As such, the Town has executed interlocal agreements, as permitted by law, including under Chapter 791 of the Texas Government Code, with certain other political subdivisions, authorizing participation in a cooperative purchasing program. The successful bidder (Seller) may be asked by the Town to provide products/services based upon the bid price to any other participant to a cooperative purchasing agreement, and the Seller agrees to do so (such provision will be pursuant to an agreement between Seller and such other participant, and the Town will have no liability or responsibility in connection therewith).

32. Right to Audit: The city shall have the right to examine and audit after reasonable notice any and all books and records, in any form or format whatsoever (including electronic), of Seller that may relate to this Contract/Purchase Order including, without limitation, the performance of Seller, its employees, agents, and subcontractors. Such books and records will be maintained in accordance with generally accepted accounting principles and shall, upon request and at the Town's request, be made available at a location designated by the Town. Seller shall, except for copying costs, otherwise bear all costs of producing such records for examination and copying by the Town. Unless otherwise agreed by the Town, such books and records must be made available to the Town within five business days after the Seller's receipt of a written notice from the Town requesting the same. The provisions of this paragraph shall survive the termination of this agreement. Seller shall retain all such books and records for a period of three (3) years after final payment on this Contract/Purchase Order or until all audit and litigation matters that the Town has brought to the attention of the Seller are resolved, whichever is longer. The Seller agrees to refund to the Town any overpayments disclosed by any such audit. The Seller shall include a similar audit right on behalf of the Town in all subcontractor agreements entered into in connection with this Contract/Purchase Order.

33. Correspondence: The Bid number must appear on all correspondence and inquiries pertaining to the Request for Bid or to quotes. The Purchase Order number must appear on all invoices or other correspondence relating to the Contract/Purchase Order.

34. Easement Permission: The contractor shall not enter or use private property except as allowed by easements shown on the contract documents or if the contractor obtains specific written permission from the property owner.

35. Alternates - Samples: If bidding on other than the item solicited by the Town, Seller's bid must identify the item's Trade Name, Manufacturer's Name and/or Catalog Number, and certify the item offered is equivalent to the item solicited by the Town. Descriptive literature must be submitted with alternate brands. Samples shall be furnished free of expense to the Town and if requested, may be returned at bidder's expense.

36. Error - Quantity: Bids must be submitted in units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.

37. Acceptance: The right is reserved to the Town to accept or reject all or part of the bid, and to accept the offer considered most advantageous to the Town by line item or total bid.

38. Term Contracts: Except as otherwise provided herein, prices must remain firm for the entire Contract/Purchase Order period, including any periods of extension or renewal. At the time of any renewal or extension of the Contract/Purchase Order, the Town or the Seller may request a price adjustment based upon the economy. All requests for a price adjustment must include detailed documentation and rationale to

support the requested adjustment. The party to whom a request for price adjustment is made may, in its sole discretion, accept or reject the request. Any price adjustment must be mutually agreed upon in writing by the parties, and shall be effective for the applicable renewal term.

39. Term Contract Quantities: The quantities (if any) in the request for bid are estimated requirements and the Town reserves the right to increase or decrease the quantities or cancel any item to be furnished. The successful bidder (Seller) shall have no claim against the Town for anticipated profits for quantities diminished or deleted.

40. Term Contract Shipments: The Seller will make shipments under this Contract/Purchase Order only when requested and only in the quantities requested. Seller shall comply with minimum shipments or standard packaging requirements (if any) included in the Contract/Purchase Order.

41. Contract Renewal Options: In the event a clause for option to renew for an additional period is included in the request for bid, all renewals will be based solely upon the option and agreement between the Town and the Seller. Either party dissenting will terminate the Contract/Purchase Order in accordance with its initial specified term.

42. Electronic Signature – Uniform Electronic Transactions Act: The Town adopts Texas Business and Commerce Code Chapter 322, Uniform Electronic Transactions Act, allowing individuals, companies, and governmental entities to lawfully use and rely on electronic signatures.

43. Funding Out Clause: This Contract/Purchase Order may be terminated by the Town without notice and without penalty or liability in the event that (1) the Town lacks sufficient funds for this Contract/Purchase Order; (2) funds for this Contract/Purchase Order are not appropriated and/or budgeted by the City Council of the Town; and (3) funds for this Contract/Purchase Order that are or were to be provided by grant or through a third party are withheld, denied or are otherwise not available to the Town.

44. Dispute Resolution: Pursuant to subchapter I, Chapter 271, Texas Local Government Code, Seller agrees that, prior to instituting any lawsuit or other proceeding arising from any dispute or claim of breach under this Contract/Purchase Order (a "Claim"), the parties will first attempt to resolve the Claim by taking the following steps: (i) A written notice substantially describing the factual and legal basis of the Claim shall be delivered by the Seller to the Town within one-hundred eighty (180) days after the date of the event giving rise to the Claim, which notice shall request a written response to be delivered to the Seller not less than fourteen (14) business days after receipt of the notice of Claim; (ii) if the response does not resolve the Claim, in the opinion of the Seller, the Seller shall give notice to that effect to the Town whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the Claim; (iii) if those persons cannot or do not resolve the Claim, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the Claim.

45. Disclosure of Certain Relationships: Chapter 176 of the Texas Local Government Code requires that any person, as defined in the statute, considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the Records Administrator of the Town not later than the 7th business day after the later of (a) the date the person (i) begins discussions or negotiations to enter into a contract with the local governmental entity, or (b) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity, or (b) the date the person becomes aware (i) of an employment or other business relationship with a local

government officer, or a family member of the officer, described by the statute, or (ii) that the person has given one or more gifts described in the statute. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The questionnaire may be found at www.ethics.state.tx.us/forms/CIQ.pdf By submitting a response to this request, Seller represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

46. Force Majeure: To the extent either the Town or Seller shall be wholly or partially prevented or delayed from the performance of this Contract/Purchase Order or of any obligation or duty under this Contract/Purchase Order placed on such party, by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the party's control and not attributable to its malfeasance, neglect or nonfeasance, then in such event, such party shall give notice of the same to the other party (specifying the reason for the prevention) and the time for performance of such obligation or duty shall be suspended until such disability to perform is removed.

47. BAFO: During evaluation process Town reserves the right to request a best and final offer upon completion of negotiations.

48. Silence of Specifications: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

49. Applicable Law: This agreement shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted by the State of Texas (excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction), as effective and in force on the date of this Contract/Purchase Order, without regard to its conflict of laws rules or the conflict of law rules of any other jurisdiction. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive or any other relief from any competent authority as contemplated herein.

50. Venue: This Contract/Purchase Order is performable in Dallas County, Texas, and venue for any suit, action, or legal proceeding under or in connection with this Contract/Purchase Order shall lie exclusively in Dallas County, Texas. Seller submits to the exclusive jurisdiction of the courts in Dallas County, Texas for purposes of any such suit, action, or proceeding hereunder, and waives any claim that any such suit, action, or legal proceeding has been brought in an inconvenient forum or that the venue of that proceeding is improper.

51. Cost of Response: Any cost incurred by the Seller in responding to the Request for Proposal is the responsibility of the Seller and cannot be charged to the Town.

52. Prohibition Against Personal Interest in Contracts: No Town of Addison officer or employee shall have a direct or indirect financial interest in any contract with the Town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the Town.

53. Prior or Pending Litigation or Lawsuits: Each Seller must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Seller or in which the Seller has been judged guilty or liable.

54. Severability: The invalidity, illegality, or unenforceability of any provision of this Contract/Purchase

Order shall in no way affect the validity or enforceability of any other portion or provision of this Contract/Purchase Order. Any void or invalid provision shall be deemed severed from this Contract/Purchase Order and the balance of the Contract/Purchase Order shall be construed and enforced as if the Contract/Purchase Order did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract/Purchase Order to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract/Purchase Order from being void should a provision which is the essence of the Contract/Purchase Order be determined to be void.

55. Headings; "Includes": The headings of this Contract/Purchase Order are for convenience of reference only and shall not affect in any manner any of the terms and conditions hereof. The words "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

56. Conflict: When there is a conflict between the this purchase order (including, without limitation, these Terms and Conditions) and the Seller's invoice, this purchase order shall prevail.

57. Response Contractual Obligation; Waiver: This response, submitted documents, and any negotiations, when properly accepted by the Town, shall constitute a contract equally binding between the successful Seller and the Town. No different or additional terms will become part of this Contract/Purchase Order except as properly executed in an addendum or change order. **By submitting a bid, Seller waives any claim it has or may have against the Town, its officials, officers, employees, and agents, arising out of or in connection with the administration, evaluation, or recommendation of any bid, acceptance or rejection of any bid, and the award of a contract.**

58. No Waiver of Immunity. Notwithstanding any other of this Contract/Purchase Order, nothing in this Contract/Purchase Order shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the Town, its officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit.

TOWN OF ADDISON, TEXAS
CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

REQUIREMENTS

Contractors performing work on TOWN OF ADDISON property or public right-of-way shall provide the TOWN OF ADDISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from TOWN OF ADDISON. Contractors shall provide TOWN OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Work shall not commence until insurance has been approved by TOWN OF ADDISON.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-:VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. TOWN OF ADDISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1. Workers' Compensation Employers' Liability to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000	TOWN OF ADDISON to be provided a <u>WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
2. Commercial General (Public) Liability to include coverage for: a) Bodily Injury b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000 Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, , Medical Expense 5,000	<u>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
3. Business Auto Liability to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	<u>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A:VII-rated or above.

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) may be **faxed** to the Purchasing Department: **972-**

450-7074 or emailed to: purchasing@addisontx.gov. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.
2. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any material change in the insurance coverage.
3. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
5. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Upon request, Contractor shall furnish the Town of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

This form must be signed and returned with your quotation. You are stating that you do have the required insurance and if selected to perform work for TOWN OF ADDISON, will provide the certificates of insurance (and endorsements) with the above requirements to TOWN OF ADDISON within 10 working days.

A CONTRACT/PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE AND APPROVAL OF INSURANCE.

AGREEMENT

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for TOWN OF ADDISON. I also agree to require any subcontractor(s) to maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The Town accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

Project/Bid#

Company:

Printed Name:

Signature: Date:

Town of Addison Indemnification Agreement

Contractor's Indemnity Obligation. Contractor covenants, agrees to, and shall DEFEND (with counsel reasonably acceptable to Owner), INDEMNIFY, AND HOLD HARMLESS Owner, its past, present and future elected and appointed officials, and its past, present and future officers, employees, representatives, and volunteers, individually or collectively, in both their official and private capacities (collectively, the "Owner Persons" and each being an "Owner Person"), from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees (including attorney's fees), fines, penalties, expenses, or costs, of any kind and nature whatsoever, made upon or incurred by Owner and/or Owner Person, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to: (i) the services to be provided by Contractor pursuant to this Agreement, (ii) any representations and/or warranties by Contractor under this Agreement, (iii) any personal injuries (including but not limited to death) to any Contractor Persons (as hereinafter defined) and any third persons or parties, and/or (iv) any act or omission under, in performance of, or in connection with this Agreement by Contractor or by any of its owners, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees, or any other person or entity for whom Contractor is legally responsible, and their respective owners, directors, officers, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees (collectively, "Contractor 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 OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

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

The provisions in the foregoing defense, indemnity and hold harmless are severable, and if any portion, sentence, phrase, clause or word included therein shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable in any respect, such invalidity, illegality, voidness, or unenforceability shall not affect any other provision thereof, and this defense, indemnity and hold harmless provision shall be considered as if such invalid, illegal, void, or unenforceable provision had never been contained in this Agreement. **In that regard, if the capitalized language included in the foregoing indemnity is so determined to be void or unenforceable, the parties agree that:**

- (i) the foregoing defense, indemnity, and hold harmless obligation of Contractor shall be to the extent Claims are caused by, arise out of, or result from, in whole or in part, any act or omission of Contractor or any Contractor Persons; and
- (ii) notwithstanding the provisions of the foregoing subparagraph (i), to the fullest

extent permitted by law, Contractor shall INDEMNIFY, HOLD HARMLESS, and DEFEND Owner and Owner Persons from and against all Claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of Contractor or any of its subcontractors, regardless of whether such Claims are caused, or are alleged to be caused, in whole or in part, by the negligence, or any act or omission, of Owner or any Owner Persons, it being the expressed intent of Owner and Contractor that IN SUCH EVENT THE CONTRACTOR'S INDEMNITY, HOLD HARMLESS, AND DEFENSE OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. The indemnity obligation under this subparagraph (ii) shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor under workers compensation acts, disability benefit acts, or other employee benefit acts.

I understand that the indemnification provisions are required of all Town of Addison Contracts. I have read the provisions and agree to the terms of these provisions.

Project/Bid#:

Company Name:

Signature: Date:

Information and Instruction Form

RESPONSES THAT DO NOT CONTAIN THIS COMPLETED FORM WILL NOT BE COMPLIANT

Section I Company Profile

Name of Business: MORENO SUPPLY, INC

Business Address:

4140 BILLY MITCHELL DR
ADDISON, TX 75001

Contact Name: MARK GOODWIN - MGR

Phone#: 972-464-7345

Fax#: []

Email: Raphaelen.moreno@msa.com

Name(s) Title of Authorized Company Officers:

RALPH MORENO PRESIDENT
ELIZABETH E. MORENO V. PRESIDENT

Federal ID #: 75-2475718 W-9 Form: A W-9 form will be required from the successful bidder.

DUN #: []

Remit Address: If different than your physical address:

[]

Section II Instructions to Bidders

Electronic Bids: The Town of Addison uses BidSync to distribute and receive bids and proposals. There will be **NO COST** to the Contractor/Supplier for Standard bids or proposals. For **Cooperative Bids and Reverse Auctions ONLY**, the successful contractor/supplier agrees to pay BidSync a transaction fee of one percent (1%) of the total amount of all contracts for goods and/or services. **Cooperative Bids and Reverse Auctions** will be clearly marked on the bid documents. To assure that all contractors/suppliers are treated fairly, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to www.bidsync.com for further information.

Contractor/Supplier Responsibility: It is the contractor/suppliers responsibility to check for any addenda or questions and answers that might have been issued before bid closing date and time. Contractors/Suppliers will be notified of any addenda and Q&A if they are on the invited list, they view the bid, or add themselves to the watch list.

Acknowledgement of Addenda: #1 #2 #3 #4 #5

Delivery of Bids: For delivery of paper bids our physical address is:

Town of Addison
5350 Beltline Road
Addison, TX 75001
Attn: Purchasing Department

Contractor/Supplier Employees: No Contractor/Supplier employee shall have a direct or indirect financial interest in any contract with the town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the town.

Deliveries: All deliveries will be F.O.B. Town of Addison. All Transportation Charges paid by the contractor/supplier to Destination.

Payment Terms: A Prompt Payment Discount of % is offered for Payment Made Within Days of Acceptance of Goods or Services. If Prompt Payments are not offered or accepted, payments shall be made 30 days after receipt and acceptance of goods or services or after the date of receipt of the invoice whichever is later.

Delivery Dates: Delivery Dates are to be specified in Calendar Days from the Date of Order.

Bid Prices: Pre-Award bid prices shall remain Firm and Irrevocable for a Period of Days.

Exceptions: Contractor/Supplier does not take Exception to Bid Specifications or Other Requirements of this Solicitation.

Contractor/Supplier take the following Exception(s) to the Bid Specifications or Other Requirements of this Solicitation (Explain in Detail).

Historically Underutilized Business (HUB): It is the policy of the Town of Addison to involve HUBs in the procurement of goods, equipment, services and construction projects. Prime Contractors/Suppliers are encouraged to provide HUBs the opportunity to compete for sub-contracting and other procurement opportunities. A listing of HUBs in this area may be accessed at the following State of Texas Website. <http://www.window.state.tx.us/procurement/cmb1/cmb1hub.html>.

HUB Owned Business Yes No ^{ATTACHED} Include a current copy of your HUB certification with your response or insert Certification number _____ and expire date _____

Other Government Entities: Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded under the same Terms and Conditions? Yes No

Bid Bond: Is Bid Bond attached if applicable? Yes No

Termination: The town at any time after issuance of this agreement, by 30 days written notice, has the absolute right to terminate this agreement for cause or convenience. Cause shall be the contractor/supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the contract/purchase order. In such case the supplier shall be liable for any damages suffered by the town. If the agreement is terminated for convenience, the supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the town as of the effective date of the termination.

Bidder Compliance: Bidder agrees to comply with all conditions contained in this Information and Instruction Form and the additional terms and conditions and specifications included in this request. The undersigned hereby agrees to furnish and deliver the articles or services as specified at the prices and terms herein stated and in strict accordance with the specifications and conditions, all of which are made a part of your offer. Your offer is not subject to withdrawal after the award is made.

The Town of Addison reserves the right to reject all or part of the offer and to accept the offer considered most advantageous to the town by item or total bid.

The Town of Addison will award to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the Town.

I hereby certify that all of the information provided in sections I and II are true and accurate to the best of my knowledge.

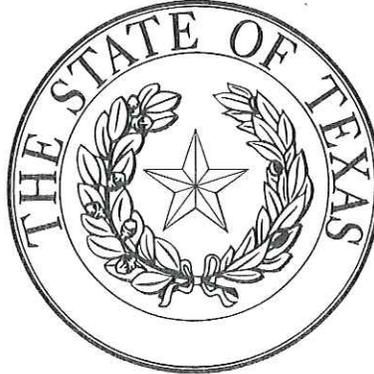
Signature: Ray Moreno Date: 10/12/15

Title: President

Signature certifies no changes have been made to the content of this solicitation as provided by the Town of Addison.

State of Texas

Historically Underutilized Business Certification and Compliance Program



The Texas Comptroller of Public Accounts (CPA),
hereby certifies that

MORENO SUPPLY, INC.

has successfully met the established requirements of the
State of Texas Historically Underutilized Business (HUB) Program
to be recognized as a HUB.

This certificate, printed 03-FEB-2012, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

A handwritten signature in black ink that reads "Paul A. Gibson".

Certificate/VID Number: 1752475718800
File/Vendor Number: 19829
Approval Date: 31-JAN-2012
Expiration Date: 31-JAN-2016

Paul A. Gibson
Statewide HUB Program Manager
Texas Comptroller of Public Accounts
Texas Procurement and Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb1/hubonly.html>) or by contacting the HUB Program at (888) 863-5881 or (512) 463-5872.

1/29/13

Question and Answers for Bid #1510-002 - Belt Line Street Light Assemblies

Overall Bid Questions

There are no questions associated with this bid.

BID #

1510-002

11:18 AM

10-12-15
✓

DUE DATE

10-27-15

11:11 AM

11/11

[Go to Bid Information](#)

Vendors that have been notified for Bid 1510-002 - Belt Line Street Light Assemblies

 This report cached on Nov 4, 2015 12:56:02 PM CST. Click [here](#) to refresh.

 Qualifications Contact Information Address Date

 Agency Invited, Support Interested List, and Submitted Offer only

 Failed Only Notifications

 Bidder Info: Preferred Bidder **[A]** Agency Invited **[I]** Support Interested List **[# of accepted/# of total]** Doc Acceptance in Progress **[D]** Docs Accepted **[O]** Submitted Offer

 Suppliers Viewed

Suppliers Viewed: 28

Successful Viewed Qualification Totals: HUB(1)

Vendors Viewed

ORG NAME	PHONE	ST	FIRST VIEWED	LAST VIEWED
Plaska Transmission Line Construction	806-622-9246	TX	Oct 9, 2015 3:16:48 PM CDT	Oct 9, 2015 3:16:48 PM CDT
Mobius	456-465 8975	AL	Oct 9, 2015 6:51:01 PM CDT	Oct 26, 2015 11:48:44 PM CDT
Onvia		WA	Oct 9, 2015 7:31:49 PM CDT	Oct 20, 2015 7:51:01 PM CDT
NRG Conservation	214-697-2949	TX	Oct 10, 2015 7:05:45 AM CDT	Oct 10, 2015 7:05:45 AM CDT
T&R Waste	512-7991444	TX	Oct 11, 2015 5:38:06 PM CDT	Oct 11, 2015 5:38:06 PM CDT
ENVIRONMENTAL LIGHTING SERVICE	(800)940-5448	TX	Oct 12, 2015 7:14:30 AM CDT	Oct 12, 2015 11:50:08 AM CDT
Facility Solutions Group	214-357-5697	TX	Oct 12, 2015 7:36:36 AM CDT	Oct 12, 2015 7:36:36 AM CDT
Groves Electrical Service Inc.	972-484-2717	TX	Oct 12, 2015 7:54:17 AM CDT	Oct 19, 2015 11:25:07 AM CDT
Hearn Co	210-6589174	TX	Oct 12, 2015 8:56:45 AM CDT	Oct 12, 2015 8:58:09 AM CDT
California Strategies	916-266-4575	CA	Oct 12, 2015 12:25:24 PM CDT	Oct 12, 2015 12:25:24 PM CDT
McGrawHill	8268223002	NY	Oct 13, 2015 12:33:12 AM CDT	Oct 13, 2015 12:33:12 AM CDT
North America Procurement Council	302-450-1923	CO	Oct 13, 2015 4:49:05 AM CDT	Oct 21, 2015 4:30:30 AM CDT
iSqFt - Utah Market		OH	Oct 13, 2015 11:44:54 AM CDT	Oct 13, 2015 11:44:54 AM CDT
Parkins LOS Corporation	206-800-9909	WA	Oct 13, 2015 11:53:44 PM CDT	Oct 18, 2015 11:38:56 PM CDT
BidClerk Inc.	877-737-6482	IL	Oct 14, 2015 4:34:03 AM CDT	Oct 27, 2015 4:33:24 AM CDT
GreMark Consultancy, Inc.	555-4418	CT	Oct 14, 2015 5:06:41 AM CDT	Oct 24, 2015 1:20:15 AM CDT
Visiontron	631-582-8600	NY	Oct 14, 2015 10:55:51 AM CDT	Oct 14, 2015 10:55:51 AM CDT
TraStar, Inc.		TX	Oct 14, 2015 1:34:17 PM CDT	Oct 14, 2015 2:16:25 PM CDT
Graybar Electric	817-213-1255	TX	Oct 15, 2015 4:27:18 PM CDT	Oct 15, 2015 4:28:50 PM CDT
The Blue Book	800-431-2584	NY	Oct 17, 2015 8:11:47 AM CDT	Oct 26, 2015 9:59:33 PM CDT
Dal-ec Construction	214-544-2121	TX	Oct 19, 2015 9:38:23 AM CDT	Oct 19, 2015 9:38:23 AM CDT
Demand Lighting	512-822-1100	TX	Oct 19, 2015 2:28:06 PM CDT	Oct 20, 2015 11:08:58 AM CDT
Balthazar Elektriks	504-891-5504	LA	Oct 20, 2015 9:59:36 AM CDT	Oct 20, 2015 9:59:54 AM CDT
McGraw Hill Construction		TX	Oct 20, 2015 3:40:47 PM CDT	Oct 20, 2015 3:40:47 PM CDT

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LuxLed
Velocity software LLC
ISqFt
Traffic Parts Inc

469-444-3598
331-330-2283
800-345-6329

TX
IL
OH
TX
Oct 21, 2015 2:33:38 PM CDT
Oct 22, 2015 2:37:03 PM CDT
Oct 23, 2015 6:32:28 AM CDT
Oct 23, 2015 4:42:16 PM CDT

Oct 21, 2015 2:33:38 PM CDT
Oct 22, 2015 2:37:03 PM CDT
Oct 23, 2015 6:32:28 AM CDT
Oct 23, 2015 4:42:16 PM CDT

- [+ Supplier Invitations](#)
- [+ Bid Conferences](#)
- [+ Questions & Answers](#)
- [+ Retraction](#)
- [+ Addendums](#)
- [+ Unlocked Notification](#)
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Supplier Invitations

Suppliers Successfully Invited: 138

Successful Invitation Qualification Totals: HUB(8)

Successfully Responded Qualification Totals: HUB(1)

Bid Invite Email

ORG NAME	EMAIL	NAME	PHONE	ST	DATE	FAILED
4x Construction Group						
	keith.ruf@4xconstruction.com	Keith Ruf	8156719674	TX	Oct 10, 2015 4:43:58 AM CDT	
911 Exteriors						
	911ash1964@gmail.com	Ash Abraham	9722436700	TX	Oct 10, 2015 3:12:51 AM CDT	
A. Anderson						
	elena_wallace@hotmail.com	Elena Wallace	4695569568	TX	Oct 10, 2015 3:50:41 AM CDT	
Acuity Brands						
	Sylvia.Tongate@acuitybrands.com	Sylvia Tongate	8177157515	TX	Oct 10, 2015 3:20:52 AM CDT	
Affiliated Western, Inc.						
	John_Kennon@Hotmail.com	John Kennon	8178456165	TX	Oct 10, 2015 3:37:42 AM CDT	
Aims Repair & Remodeling						
	aims.repair@tx.rr.com	Brian Hardin	9729781572	TX	Oct 10, 2015 3:36:15 AM CDT	Failed
All Star Electrical Service Inc						
	cbaby@mail.com	Chacko Mani	2142156158	TX	Oct 10, 2015 4:25:53 AM CDT	
American Lighting and Signalization						
	smurphy5@asplundh.com	Sean Murphy	4697123902	TX	Oct 10, 2015 4:28:27 AM CDT	
Ampere Networks						
	cmsenior@hotmail.com	Cleveland Senior	2147964900	TX	Oct 10, 2015 3:36:46 AM CDT	
Analytical Technology Consultants, Inc.						
	hector@atci-texas.com	Hector Bass	2143830411	TX	Oct 10, 2015 5:19:06 AM CDT	
Bambu Energy						
	dbarkley@bambu-energy.com	Douglas Barkley	4693714663	TX	Oct 10, 2015 3:26:29 AM CDT	

Batteries Plus Bulbs						
	bp876@batteriesplus.net	Josh Middleton	6822377820	TX	Oct 10, 2015 5:21:19 AM CDT	
Bean Electrical Inc						
	ahawkins@beanelectrical.com	Andrew Hawkins	8175617400	TX	Oct 10, 2015 4:22:26 AM CDT	
Bearing Chain and Supply						
	cr3311@gmail.com	Randy Brokmeyer	9722477122	TX	Oct 10, 2015 4:18:12 AM CDT	
bell and mccooy						
	dsmith@bellandmccooy.com	david smith	4693632160	TX	Oct 10, 2015 3:36:00 AM CDT	
Blue Cross and Blue Shield of Texas						
	abby_sterner@bcbstx.com	Abby Sterner	9728559097	TX	Oct 10, 2015 3:51:05 AM CDT	
Blue Star Electric, LLC						
	bluestarelect@aol.com	Sally Walker	8172537513	TX	Oct 10, 2015 3:19:58 AM CDT	
Boyd Electric Ltd.						
	boydelectric@sbcglobal.net	Darin Boyd	9727712996	TX	Oct 10, 2015 4:17:41 AM CDT	
Brandon Clark, Inc.						
	russb@brandonclark.com	Russ Burran	8178385593	TX	Oct 10, 2015 3:54:36 AM CDT	
BUDGET AUTO BODY SHOP						
	Budgetbs@sbcglobal.net	SAM RAMADA	214-824-9922	TX	Oct 10, 2015 5:01:09 AM CDT	
Bushra Investment and consultant						
	hudakaberi@hotmail.com	Mohammad A Hossain	4694179123	TX	Oct 10, 2015 5:39:34 AM CDT	Failed
BUTLER LAND						
	dskinner@butlerandland.com	Danielle Skinner	2143438800	TX	Oct 10, 2015 3:47:09 AM CDT	
C & W Electric Supply						
	owelectric@att.net	Velton Wilson	9724222280	TX	Oct 10, 2015 4:46:14 AM CDT	
CEC Electrical, Inc.						
	mstanfield@cecelectricalinc.com	Marc Stanfield	8177340040	TX	Oct 10, 2015 3:36:27 AM CDT	
CGC Contractor						

	toricky@tx.rr.com	Victor Castaneda	2148232626	TX	Oct 10, 2015 4:52:25 AM CDT	
CHM Industries, Inc						
	jginsburg@chmindustries.com	John Ginsburg	6104577899	TX	Oct 10, 2015 4:36:53 AM CDT	
Chubb Security Systems, Inc.						
	mike.reily@fs.utc.com	Michael H Reily	9726447157	TX	Oct 10, 2015 4:25:42 AM CDT	
City of Mesquite						
	cmccullo@cityofmesquite.com	Catherine McCullough	9722166990	TX	Oct 10, 2015 5:01:40 AM CDT	
CLA SERVICES						
	claservices@att.net	Aaron Williams	9726373312	TX	Oct 10, 2015 4:44:48 AM CDT	
Cobb Fendley						
	gfox@cobbfendley.com	Glenn fox	9723353214	TX	Oct 10, 2015 3:42:02 AM CDT	
Cohesive Automation						
	chrishill@cohesiveautomation.com	Chris Hill	9726590401	TX	Oct 10, 2015 5:39:23 AM CDT	Failed
Crawford Electric Supply Co.						
	duscherr@cescoltd.com	Dustin Scherr	4693981231	TX	Oct 10, 2015 5:39:19 AM CDT	
Danny Cockburn Electric, Inc.						
	dcockburnelectric@yahoo.com	Danny Cockburn	9404792535	TX	Oct 10, 2015 4:25:22 AM CDT	
Dealer Products, Inc.						
	kragan.dpi@suddenlink.net	Kevin Ragan	9033721696	TX	Oct 10, 2015 4:49:37 AM CDT	Failed
DEALERS ELECTRICAL SUPPLY						
	pgriff@dealerelectrical.com	Phillip Griffith	9722982111	TX	Oct 10, 2015 4:19:01 AM CDT	
Dealers Supply						
	martynking@yahoo.com	Martyn King	9403673709	TX	Oct 10, 2015 5:23:17 AM CDT	
DP LED Lighting						
	jipanwu@gmail.com	Jinny Pan	2145997882	TX	Oct 10, 2015 5:41:38 AM CDT	
DSI Construction						
	contractors911@gmail.com	David Inurrigarro	2149847279	TX	Oct 10, 2015 3:37:34 AM CDT	

DURAN INDUSTRIES						
	dbasquez@duranco.com	DANIEL BASQUEZ	9722387122	TX	Oct 10, 2015 3:42:19 AM CDT	
Dynamic Vision Co., Inc.						
	vlopez@dynvision.net	Veronica Lopez	9407353035	TX	Oct 10, 2015 4:43:01 AM CDT	
Eagle Remodeling						
	josh@eagleremodelingoftexas.com	Josh Teer	2145490893	TX	Oct 10, 2015 5:17:34 AM CDT	
EAS Contracting LP						
	mpa@easlp.com	Matt Aquino	9725860795	TX	Oct 10, 2015 3:36:15 AM CDT	
Electra Sales, Inc.						
	jon@electrasales.net	Jon Darnell	9729988600	TX	Oct 10, 2015 3:43:35 AM CDT	Failed
Elliott Electric Supply						
	lancebuhman@elliotelectric.com	Lance Buhman	2143510785	TX	Oct 10, 2015 3:46:26 AM CDT	
Entech Sales & Services, Inc.						
	scott.rankert@entechsales.com	Scott Rankert	4695226000	TX	Oct 10, 2015 5:26:22 AM CDT	
ENVIRONMENTAL LIGHTING SERVICE 🙌						
	jhbailey@elslight.com	Julie Bailey	8665898653	TX	Oct 10, 2015 3:34:19 AM CDT	
	publicbids@elslight.com	Jarad H Bailey	8172007993	TX	Oct 10, 2015 5:28:13 AM CDT	
Express Employment Professionals						
	christy.tijerina@expresspros.com	Christy Tijerina	9403127347	TX	Oct 10, 2015 4:55:13 AM CDT	Failed
Facility Solutions Group						
	marty@fsg.com	Marty Prachyl	8008808881	TX	Oct 10, 2015 5:37:05 AM CDT	
Facility Solutions Group						
	scott.mathis@fsg.com	Scott Mathis	2149520978	TX	Oct 10, 2015 4:44:39 AM CDT	
FapCo, LLC						
	lonny@fapcollc.com	Lonny Richardson	9035872892	TX	Oct 10, 2015 3:37:47 AM CDT	
Ferguson						

	rhonda.rhodes@ferguson.com	RHONDA RHODES	8172673900	TX	Oct 10, 2015 3:16:18 AM CDT	
Ferguson Waterworks						
	frank.bernardo@ferguson.com	Frank Bernardo	8172673900	TX	Oct 10, 2015 4:17:36 AM CDT	
Fred Oberlender Associates						
	aaron@oberlender.com	Aaron Berg	2143431946	TX	Oct 10, 2015 3:36:01 AM CDT	
	steve@oberlender.com	Steve Oberlender	2143431946	TX	Oct 10, 2015 4:46:07 AM CDT	
Frontier Electric LLC						
	tdoolan@frontier-electric.com	Ted E Doolan	9724859797	TX	Oct 10, 2015 3:18:55 AM CDT	
FSG Electric						
	jeremyr@fsgi.com	Jeremy Ripley	2143575697	TX	Oct 10, 2015 3:18:59 AM CDT	
Facility Solutions Group						
	tonyd@fsgi.com	Tony Dykstra	214-357-5697	TX	Oct 10, 2015 3:56:58 AM CDT	
FSG Inc						
	daniel.mclaughlin@fsgi.com	Daniel McLaughlin	2144032440	TX	Oct 10, 2015 4:56:47 AM CDT	
FWT, LLC						
	quote@fwtlc.com	Amanda Gunn	8172553060	TX	Oct 10, 2015 5:07:50 AM CDT	
G.A.T.E.S.						
	justinykim@me.com	Justin Kim	469728	TX	Oct 10, 2015 5:01:59 AM CDT	
GCM Electric						
	gregory@gcmelectric.com	gregory miller	9727624943	TX	Oct 10, 2015 3:42:00 AM CDT	
GE Lighting						
	jerry.cassel@ge.com	Jerry Cassel	9727683927	TX	Oct 10, 2015 5:42:57 AM CDT	
General Cable						
	aursini@generalcable.com	Anthony Ursini	9722171875	TX	Oct 10, 2015 5:10:45 AM CDT	Failed
Genesis Systems						
	mark@callgenesis.com	Mark R Auer	9728775016	TX	Oct 10, 2015 4:45:51 AM CDT	
GHMR Co., Inc.						

	kevin.pohle@energyreps.com	Kevin Pohle	8173784585	TX	Oct 10, 2015 4:21:47 AM CDT	
GMC						
	wmag3@sbcglobal.net	Gloria McCulloch	9722159257	TX	Oct 10, 2015 3:25:57 AM CDT	
Graybar						
	steve.french@graybar.com	Mona Barnica	8172131225	TX	Oct 10, 2015 5:34:12 AM CDT	Failed
Graybar						
	brian.hoffa@gbe.com	Brian Hoffa	8172131500	TX	Oct 10, 2015 3:35:47 AM CDT	Failed
Groves Electrical Service Inc. 🙌						
	bill@groveselectric.com	Bill H Groves	972-484-2717	TX	Oct 10, 2015 4:45:58 AM CDT	
H & G Systems						
	fredk@handgsystems.com	Fred Krempf	2143415486	TX	Oct 10, 2015 5:29:56 AM CDT	
Haggerty electric						
	Khggtry@aol.com	Ken Haggerty	2147040227	TX	Oct 10, 2015 3:37:14 AM CDT	
HasTech Solutions						
	Paul@HasTechSolutions.com	Paul Haselline	8172718045	TX	Oct 10, 2015 5:33:26 AM CDT	
HD Supply Power Solution						
	john.wyatt@hdsupply.com	John Wyatt	9402707200	TX	Oct 10, 2015 4:02:34 AM CDT	
	chad.montgomery@hdsupply.com	Chad Montgomery	9402707200	TX	Oct 10, 2015 5:52:14 AM CDT	
Helical Concepts, Inc.						
	joshlindberg@hotmail.com	Josh Lindberg	9724424493	TX	Oct 10, 2015 3:11:30 AM CDT	
HH ELECTRICAL CONTRACTORS, INC.						
	HHELECTRIC@MSN.COM	STEPHEN L HILBORN II	9725241439	TX	Oct 10, 2015 4:19:54 AM CDT	
Highway I T S						
	babbott@highwayits.com	Merle Abbott	4694544677	TX	Oct 10, 2015 5:29:43 AM CDT	Failed
HLV Global Consulting Group						
	princess.hearne@yahoo.com	Princess Vlandamir	2143470560	TX	Oct 10, 2015 3:51:43 AM CDT	

Humphrey & Associates, Inc.						
	daves@teamhumphrey.com	Dave Schlapkohl	8175899550	TX	Oct 10, 2015 4:24:36 AM CDT	
Industrial Equipment Co.						
	cheriec@indec0-tx.com	Cherie Cook	9724888400	TX	Oct 10, 2015 3:05:30 AM CDT	
ISG Illumination Systems LLC						
	sspeight@isglighting.com	Simon B Speight	2144772731	TX	Oct 10, 2015 3:07:51 AM CDT	
IUC						
	mwolfe@iuctx.com	Clifton Wolfe	8174784444	TX	Oct 10, 2015 3:25:29 AM CDT	
J A Manufacturing Inc.						
	info@jamfg.com	David J Johnson	9724945552	TX	Oct 10, 2015 3:47:14 AM CDT	
JEC Energy Savings						
	scott@jeces1.com	Scott Bolin	9724151198	TX	Oct 10, 2015 4:02:07 AM CDT	Failed
JH Davidson						
	mike@jhdavidson.com	Mike Hammers	9727651948	TX	Oct 10, 2015 3:20:33 AM CDT	
	ckennedy@wesco.com	Cathy Oglesby	9728191941	TX	Oct 10, 2015 4:47:38 AM CDT	
	dacoapland@wesco.com	Daniel B Coapland	9728191937	TX	Oct 10, 2015 5:25:41 AM CDT	
KC Electrical and Industrial						
	kcigliano@gmail.com	Kassandra F Cigliano	8178913872	TX	Oct 10, 2015 3:45:04 AM CDT	
KD Johnson Inc.						
	jeff_steib@kdjohnsoninc.net	Jeff Steib	9035873373	TX	Oct 10, 2015 4:21:46 AM CDT	
Keasler Associates Inc						
	sales@keasler.com	James De La Cruz	9726694000	TX	Oct 10, 2015 3:18:37 AM CDT	
Kennedy Electric Inc						
	ken@kennedyelect.com	Ken Smith	9722890838	TX	Oct 10, 2015 3:21:23 AM CDT	
	rick@kennedyelect.com	Rick Kennedy	9722890838	TX	Oct 10, 2015 3:50:45 AM CDT	
KIA Consulting, Inc						

	israr.kia@sbcglobal.net	Mohammed K Malick	9726716807	TX	Oct 10, 2015 3:17:55 AM CDT
LCA Environmental					
	cargo@lcaenvironmental.com	Douglas Cargo	9722416680	TX	Oct 10, 2015 5:15:24 AM CDT
LEDfolio					
	kennet.skold@ledfolio.com	Kennet Skold	2142287272	TX	Oct 10, 2015 5:36:42 AM CDT
light bulb solution					
	ken@lightbulbsolution.com	ken rose	2143820019	TX	Oct 10, 2015 3:50:29 AM CDT
LitePol					
	drowell@litepol.com	Dione Rowell	8177731102	TX	Oct 10, 2015 3:41:17 AM CDT
CESG					
	ljohnson@cesg.com	Lance Johnson	8177963370	TX	Oct 10, 2015 5:10:25 AM CDT
Mels Electric L.P.					
	mark@melselectric.com	Mark O'Barr	2145651074	TX	Oct 10, 2015 3:21:11 AM CDT
Meridian Works					
	gwebstuff@gmail.com	Dee Hayes	2146626507	TX	Oct 10, 2015 4:06:57 AM CDT
Mico Industrial Corporation					
	micoindustrialcorp@verizon.net	Mike Collins	9724222001	TX	Oct 10, 2015 4:25:29 AM CDT
Mortey Moss IT Division LLC					
	jpaine@morleymoss.com	Jerry Paine	2143881177	TX	Oct 10, 2015 3:46:15 AM CDT
MPGroup, LLC.					
	shea.johnson@mpgroupplc.com	Shea Johnson	8177098912	TX	Oct 10, 2015 4:54:52 AM CDT
Native Nations Inc					
	ggordon@nnpai.com	guy gordon	9722385567	TX	Oct 10, 2015 5:04:31 AM CDT
Nema3 Electric					
	cburke@nema3electric.com	Chad Burke	9727231180	TX	Oct 10, 2015 3:44:11 AM CDT
North Texas Service					
	NTxService@gmail.com	Scott Smith	2147556877	TX	Oct 10, 2015 5:34:03 AM CDT

Nsync Services, Inc.							
	gw@nyncservices.com	Gregory Wright	9726417426	TX	Oct 10, 2015 5:08:45 AM CDT		
Onyx Paving & Utility, LLC.							
	onyxconst@yahoo.com	Kelvin Bendy	9722797555	TX	Oct 10, 2015 4:42:52 AM CDT		
PALFLEET TRUCK EQUIPMENT							
	j.hurst@palfleet.com	Jim Hurst	2146318810	TX	Oct 10, 2015 3:42:49 AM CDT		
	t.kohls@palfleet.com	Tim I Kohls	2146318810	TX	Oct 10, 2015 4:17:37 AM CDT		
Palomar Modular Buildings							
	eanderson@palomarmodular.com	Eric Anderson	4806263690	TX	Oct 10, 2015 4:27:42 AM CDT		
PARRISH-HARE ELECTRICAL SUPPLY							
	tanderson@parrish-hare.com	TONY ANDERSON	2149051001	TX	Oct 10, 2015 4:07:08 AM CDT		
Paxton Business Concepts							
	mark_pxtn@yahoo.com	Mark A Paxton	2146869126	TX	Oct 10, 2015 3:37:34 AM CDT		
Peak Electric Service Inc.							
	keith@peakpowersystems.net	keith Frantum	9724209595	TX	Oct 10, 2015 5:12:37 AM CDT		
Petron Power and Gas LLC							
	williej@petronpg.net	Willie Jackson	9724678342	TX	Oct 10, 2015 5:27:24 AM CDT		
Phillips							
	michaelc.payne@phillips.com	Michael Payne	2147703740	TX	Oct 10, 2015 5:44:00 AM CDT		
Pinnacle Electric, Inc.							
	pinnacle_hernandez@sbcglobal.net	Charles Hernandez	8175612503	TX	Oct 10, 2015 3:35:47 AM CDT		
Preferred Sales Agency							
	marshall@preferred-sales.com	Randy S Marshall	8176406360	TX	Oct 10, 2015 4:23:32 AM CDT		
Project 2015 dba TODO Construction							
	a.gutierrez@infinitymanagementgroup.net	antonio gutierrez	9724327736	TX	Oct 10, 2015 4:20:19 AM CDT	Failed	
Rapid Power Management							

	mbowman@rapidpower.net	Michael Bowman	4697591457	TX	Oct 10, 2015 4:56:03 AM CDT	
RCT Property Preservation Company						
	contactus@rctpropertypreservation.com	Rickey Thompson	2142596797	TX	Oct 10, 2015 4:22:58 AM CDT	
	contactus@rctpropertypreservation.com	Rickey Thompson	2142596797	TX	Oct 10, 2015 5:08:42 AM CDT	
Rexel Electrical						
	jason.egnew@rexelusa.com	JASON R EGNEW	9723895500	TX	Oct 10, 2015 4:33:21 AM CDT	
RobertsEPS						
	jroberts@robertseps.com	James Roberts	8177730403	TX	Oct 10, 2015 4:24:25 AM CDT	
Robust Controls LLC						
	reddy@robustcontrols.com	Reddy Arimanda	9728391472	TX	Oct 10, 2015 4:48:40 AM CDT	
SBC						
	m_mayhew@yahoo.com	mike mayhow	2144641677	TX	Oct 10, 2015 3:17:59 AM CDT	
Shermco Industries						
	JWill5104@aol.com	Jim Williams	9727935523	TX	Oct 10, 2015 4:20:20 AM CDT	
simba industries						
	sales@simbaindustries.com	vickie kasten	8172514800	TX	Oct 10, 2015 5:51:20 AM CDT	
South-Win, Inc.						
	lebookkeeping@aol.com	Roger Elliott	9728436329	TX	Oct 10, 2015 3:47:11 AM CDT	
Southwest Assurance Group						
	szinecker@southwestassurance.com	Steve Zinecker	8173297007	TX	Oct 10, 2015 5:25:20 AM CDT	
Stantec						
	koorosh.olyai@stantec.com	Koorosh Olyai	2148555511	TX	Oct 10, 2015 5:16:13 AM CDT	
Structural & Steel Products, Inc						
	jspurgeon@s-steel.com	Jessica Spurgeon	8173327417	TX	Oct 10, 2015 3:44:13 AM CDT	
Summit Electric Supply						
	mlawless@summit.com	Mark Lawless	2143577000	TX	Oct 10, 2015 3:36:17 AM CDT	Failed
Systems Integration Inc.						

	Rkirby@sitexas.com	Rhonda Kirby	8174681494	TX	Oct 10, 2015 4:23:16 AM CDT
T&MAC & Heating					
	TMACHEAT1@VERIZON.NET	Mitch Smith	9725392225	TX	Oct 10, 2015 3:37:20 AM CDT
TASKCO					
	legacyakitas@yahoo.com	TOM a SCHULZ	2143853390	TX	Oct 10, 2015 3:49:50 AM CDT
TDIndustries					
	Lyn.freeman@tdindustries.com	Lyn Freeman	817-590- 9360	TX	Oct 10, 2015 5:23:03 AM CDT
TechForce Technology, Inc.					
	anthony.bly@tf-technology.com	Anthony Bly	9724211212	TX	Oct 10, 2015 3:11:10 AM CDT
Techline					
	rbredde@gmail.com	Ross Redden	4696444161	TX	Oct 10, 2015 4:46:29 AM CDT
Techline, Inc.					
	pPhillips@techline-inc.com	Phil Phillips	8175619900	TX	Oct 10, 2015 5:27:22 AM CDT
Telecom Electric Supply					
	wally@tes.com	Wally Hogland	9724220012	TX	Oct 10, 2015 3:08:57 AM CDT
TEXAS FIRE & PROTECTION SPECIALISTS					
	dougberry@tfpsinc.com	Doug Berry	972-247- 1101	TX	Oct 10, 2015 4:20:49 AM CDT
Texas Standard Construction Ltd.					
	sheila@texasstandardconstruction.com	Sheila Coffee	2143305229	TX	Oct 10, 2015 3:51:11 AM CDT
Texsun Electric					
	bryan.craig@texsunelectric.com	Bryan Craig	8172292811	TX	Oct 10, 2015 4:50:09 AM CDT
The Reynolds Company					
	crisow@reynco.com	Chris Ristow	2145602677	TX	Oct 10, 2015 4:25:14 AM CDT
Tommy Electric LLC					
	tommytpelec@flash.net	Tommy Richardson	9724147028	TX	Oct 10, 2015 5:28:10 AM CDT
Trinity Electric Supply Co., LLC					

	ben@trinityelectricsupply.com	Ben Love	2143675353	TX	Oct 10, 2015 4:44:27 AM CDT	
Truevine Services						
	cifedayo@yahoo.com	Christopher Ologbonjaiye	2143832517	TX	Oct 10, 2015 3:51:14 AM CDT	
united repair						
	ernestlenny@aol.com	ernest casey	9727483766	TX	Oct 10, 2015 5:09:00 AM CDT	
UtiliCor						
	angela.thompson@utilicor.com	Angela Thompson	8174779888	TX	Oct 10, 2015 5:51:15 AM CDT	
Victory Lighting Services						
	tim.hughes@victorylightingservices.com	Tim Hughes	9722412852	TX	Oct 10, 2015 3:35:29 AM CDT	
Wachter, Inc.						
	byron.lehew@wachter.com	Byron Lehew	9727904898	TX	Oct 10, 2015 5:09:27 AM CDT	
Walker Air Conditioning Associates						
	wacinc@swbell.net	Charles Walker	9723865700	TX	Oct 10, 2015 4:22:25 AM CDT	
Wallace Electronics						
	info@wallace-elec.com	Steve Pilipchuk	2143400400	TX	Oct 10, 2015 3:51:07 AM CDT	
WBC Holdings Co. LLC						
	dwalkerwbcholdings@earthlink.net	Dennis Walker	2149439029	TX	Oct 10, 2015 3:19:29 AM CDT	
WG Engineering & Construction, LLC						
	edmond@wgengineering.com	Edmond Nartey	4693428728	TX	Oct 10, 2015 5:27:29 AM CDT	
WHF Electrical Contractors, Inc.						
	Larry@whfelectrical.com	Larry Miller	9724425738	TX	Oct 10, 2015 5:12:57 AM CDT	
Wynne Electrical Contractors, Inc.						
	jerrywynne@sbcglobal.net	Jerry Wynne	9726811211	TX	Oct 10, 2015 4:03:50 AM CDT	

Work Session and Regular Meeting

Item # 11.

Meeting Date: 12/08/2015

Department: City Manager

AGENDA CAPTION:

Consider And Approve A **Resolution Authorizing The City Manager To Enter Into A Grant Funding Agreement With The Addison Arbor Foundation** In An Amount Not To Exceed \$47,500.00.

BACKGROUND:

The City Council has investigated and determined that it is in the best interest of the Town to provide a grant of public funds to various organizations that promote public purposes and benefit the public within the Town. The City Council has adopted an application process whereby these organizations may apply for public funds that will be used for public purposes within the Town, as determined by the Town.

The Addison Arbor Foundation submitted an Application to the Town for consideration. The Town has reviewed the application and investigated and determined that the requests set forth in the Application are for a public purpose and will benefit its citizens.

RECOMMENDATION:

Staff recommends approval.

Attachments

Resolution

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE GRANT FUNDING AGREEMENT BETWEEN THE TOWN AND ADDISON ARBOR FOUNDATION; AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT FUNDING AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison, Texas ("City Council") has investigated and determined that it is in the best interest of the Town of Addison, Texas ("Town") to provide a grant of public funds to various organizations that promote public purposes and benefit the public within the Town; and

WHEREAS, the City Council has adopted an application process ("Application") whereby these organizations may apply for public funds that will be used for public purposes within the Town, as determined by the Town; and

WHEREAS, the Addison Arbor Foundation submitted an Application to the Town for consideration; and

WHEREAS, the Town has reviewed the Application and investigated and determined that the requests set forth in the Application are for a public purpose and will benefit its citizens; and

WHEREAS, the Town and Addison Arbor Foundation desire to enter into this Agreement to set forth the terms and conditions regarding the Addison Arbor Foundation's use of the public funds.

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

Section 1. The Grant Funding Agreement between the Town and Addison Arbor Foundation, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute said agreement.

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

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 8th day of December, 2015.

Todd Meier, Mayor

ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

STATE OF TEXAS §
 § AGREEMENT FOR GRANT FUNDING
COUNTY OF DALLAS §

This Agreement for Grant Funding (“Agreement”) is made and entered into as of the 1st day of October, 2015 by and between the Town of Addison, Texas (the “City”) and the Addison Arbor Foundation (the “Organization”).

WITNESSETH:

WHEREAS, the City Council has investigated and determined that it is in the best interest of the City to provide a grant of public funds to various organizations that promote public purposes and benefit the public within the City; and

WHEREAS, the City Council has adopted an application process (“Application”) whereby these organizations may apply for public funds that will be used for public purposes within the City, as determined by the City; and

WHEREAS, the Organization submitted an Application to the City for consideration; and

WHEREAS, the City has reviewed the Application and investigated and determined that the requests set forth in the Application are for a public purpose and will benefit its citizens; and

WHEREAS, the City and Organization desire to enter into this Agreement to set forth the terms and conditions regarding the Organization’s use of the public funds.

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 Organization do hereby agree as follows:

I. TERM

The term of this Agreement shall be for a period of one year from the 1st day of October, 2015, through the 30th day of September, 2016, except as otherwise provided for herein, and subject to the earlier termination of this Agreement (“Term”). The Program, hereinafter defined, must be completed during the Term of the Agreement to the satisfaction of the City.

II. GRANT USE

The Organization shall complete the following program(s) with the assistance of grant funding received by the City (collectively, the “Program”) (the monetary amounts identified in this Section II below are approximate amounts to be expended by the Organization in accomplishing the Program, and the maximum amount to be funded by the City shall be based upon the actual expenses for the following Program):

- (a) Purchase and installation of one or two public art pieces along the North/South Quorum corridor and/or Beltway redevelopment. The City must provide prior written approval for the artist, selected artwork and location of the installation. (Art work, \$30,000.00; Pad preparation \$15,000.00).

EXHIBIT A

(b) Work with City staff to refresh City park spaces by the update/replacement of overgrown and mature plantings. (\$2,500.00)

The Organization shall submit detailed quarterly financial statements and program results to the City listing the expenditures made by the Organization with the Funding received pursuant to this Agreement by the following dates:

January 30, 2016
April 30, 2016
August 30, 2016
October 30, 2016

In satisfaction hereof and as determined by the City, the Program may be provided directly by the Organization or funding of the Program may be provided to the City by the Organization. The Program will be provided upon the prior approval by the City. Design for any of the Program provided by the Organization is subject to the City's approval prior to installation thereof.

III. FUNDING

For the completion of the Program as described herein, the City shall pay to the Organization the sum of no more than Forty-Seven Thousand Five Hundred and No/100 Dollars (\$47,500.00) ("Funding") as follows: fifty percent (50%) of the Funding shall be paid to the Organization within thirty (30) days of the City's execution of this Agreement, and the remaining fifty percent (50%) of the Funding shall be paid to the Organization on May 30, 2016. However, the Organization may send a written request to the Chief Financial Officer of the City for an advance of the second fifty percent (50%) distribution prior to May 30, 2016 for a compelling reason, and the Chief Financial Officer may or may not grant this request in his sole and absolute discretion. Payment is made contingent upon the Organization not then being in default of this Agreement. Funding shall not carry over into the following fiscal year. If the Organization fails to complete the Program identified herein to the satisfaction of the City within the Term, then the Organization shall return any and all unexpended Funding to the City immediately upon request, and the Organization may be ineligible for the receipt of Funding the following year.

IV. RESPONSIBILITY; INDEMNIFICATION

(a) THE ORGANIZATION 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 THE PROGRAM PERFORMED AND TO BE PERFORMED HEREUNDER BY THE ORGANIZATION 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 ORGANIZATION. THE ORGANIZATION COVENANTS AND AGREES TO FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN OF ADDISON, TEXAS AND THE ELECTED AND APPOINTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE TOWN OF ADDISON, TEXAS, INDIVIDUALLY OR

EXHIBIT A

COLLECTIVELY, IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES (THE TOWN OF ADDISON, TEXAS AND THE ELECTED AND APPOINTED 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 PROGRAM AS DESCRIBED IN SECTION II OF THIS AGREEMENT; (2) REPRESENTATIONS OR WARRANTIES BY THE ORGANIZATION UNDER THIS AGREEMENT; AND/OR (3) ANY OTHER ACT OR OMISSION UNDER OR IN PERFORMANCE OF THIS AGREEMENT BY THE ORGANIZATION, OR ANY OWNER, OFFICER, DIRECTOR, MANAGER, EMPLOYEE, AGENT, REPRESENTATIVE, CONSULTANT, CONTRACTOR, SUBCONTRACTOR, LICENSEE, INVITEE, PATRON, GUEST, CUSTOMER, OR CONCESSIONAIRE OF OR FOR THE ORGANIZATION, OR ANY OTHER PERSON OR ENTITY FOR WHOM THE ORGANIZATION IS LEGALLY RESPONSIBLE, AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, SUBCONTRACTOR, 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 ORGANIZATION SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST ANY ADDISON PERSON OR THE ORGANIZATION RELATED TO OR ARISING OUT OF THE ORGANIZATION’S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE ORGANIZATION’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 ORGANIZATION 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.

V. TERMINATION

This Agreement may be canceled and terminated by either party at any time and for any reason or no 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 Agreement. 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 Organization has failed at the time of such cancellation and termination to provide the Program set forth herein, the Organization shall immediately refund to the City that portion of Funding paid to the Organization under the terms of this Agreement (and identified in Section II, above) allocable to the Program that has not been completed at the time of cancellation and termination, as determined by the City.

EXHIBIT A

Upon payment or tender of any refund amount, all of the obligations of the Organization and the City under this Agreement 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 Agreement as provided for in this Agreement) and no action shall lie or accrue for additional benefit, consideration or value for or based upon the Program performed under or pursuant to this Agreement.

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 Agreement 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, employee, representative, or volunteer of the Organization shall have any financial interest, direct or indirect, in this Agreement or the proceeds hereof.

(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 Organization shall submit for the City's review a budget showing the use of the Funding provided pursuant to this Agreement, and the Organization shall make such quarterly financial reports to the City, as provided for herein, listing the expenditures made by the Organization from the Funding. The approval of the Organization's annual budget creates a fiduciary duty in the Organization with respect to the Funding provided by this Agreement.

Funding 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 Funding may be used as described herein.

The Organization shall maintain complete and accurate financial records of all of its revenues, including, without limitation, each expenditure of Funding received pursuant to this Agreement. By the thirtieth (30th) day after the close of each quarter (beginning with the quarter ending December 31, 2015, with the last quarter ending September 30, 2016), the Organization shall provide the City the following: (a) a detailed financial report for the previous quarter listing the expenditures made by the Organization of the Funding paid to the Organization under this Agreement; and (b) a year-to-date report of the expenditures made by the Organization of the Funding paid to the Organization under this Agreement (and if this Agreement is terminated prior to its expiration, the Organization 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 Agreement shall survive the expiration of this Agreement). On request of the City at any time, the Organization shall make all its records available for inspection and review by the City or its designated representative(s). Within ninety (90) days of the end of the Organization's fiscal year, the Organization shall provide the City with a financial statement signed by the Chairman of the

EXHIBIT A

Organization's Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, at the Organization's expense, setting forth the Organization's income, expenses, assets and liabilities, and such obligation shall survive the termination or expiration of this Agreement.

All application materials, financial information, quarterly (or other) reports, any other information described herein or required hereunder, and general correspondence with the City must be submitted to the City in electronic format to the City email address specified in the application packet. Additionally, the City may require that such materials, information, reports, and correspondence also be provided to the City in writing a hard-copy, non-electronic format.

VIII. ADDITIONAL REQUIREMENTS OF THE ORGANIZATION

The Organization agrees to the following:

(a) The City may conduct an on-site visit to the Organization during the Term;

(b) Within thirty (30) days of the City's execution of this Agreement, the Organization shall provide to the City a current list of all Organization board members and a schedule of all board meetings. A representative from the City may choose to attend any scheduled board meetings. The City shall be immediately notified of any changes to the schedule; and

(c) In any and all marketing material produced by the Organization, the City shall be prominently recognized as a supporter of the Organization through the use of the City designated logo provided.

VIII. INDEPENDENT CONTRACTOR

In completing the Program under this Agreement, the relationship between the City and the Organization is that of independent contractor, and the City and the Organization by the execution of this Agreement do not change the independent status of the Organization. The Organization is an independent contractor, and no term or provision of this Agreement or action by the Organization in the performance of this Agreement is intended nor shall be construed as making the Organization 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 Organization performs the Program which is described in this Agreement.

IX. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

The Organization may not and shall have no authority to assign, transfer, or otherwise convey by any means whatsoever this Agreement 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 Agreement without such approval shall be null and void and be cause for immediate termination of this Agreement by the City.

This Agreement 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.

EXHIBIT A

X. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

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

XI. NON-DISCRIMINATION

During the term of this Agreement, the Organization 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; AGREEMENT SUBJECT TO LAWS; RECITALS

The Organization shall observe and abide by, and this Agreement 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 Organization agrees that any and all records of the Organization which, including but not limited to describe, relate to, convey and/or illustrate the obligations, terms and conditions set forth in this Agreement shall be subject to the Texas Public Information Act, Texas Government Code Chapter 552, as amended. The above and foregoing recitals to this Agreement are true and correct and incorporated herein and made a part hereof.

XIII. VENUE; GOVERNING LAW

In the event of any action under this Agreement, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this 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.

XIV. COUNTERPARTS

This Agreement 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 Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement 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 Agreement are cumulative to any other rights or remedies, which may be granted by law.

XVI. NOTICES

EXHIBIT A

All notices, communications and reports, required or permitted under this Agreement 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 Organization 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:

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

The Organization's address:

Dr. Jay M. Ihrig
Addison Arbor Foundation
PO Box 1649
Addison, TX 75001

XVII. SEVERABILITY

The terms of this Agreement are severable, and if any section, paragraph, clause, or other portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement 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 Agreement initially.

XVIII. AUTHORITY TO EXECUTE AGREEMENT

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, 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 Agreement represents the entire and integrated Agreement and agreement between the City and the Organization and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Organization.

XX. SOVEREIGN IMMUNITY

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

[Remainder of page intentionally left blank.]

EXHIBIT A

IN WITNESS THEREOF, the parties hereto have caused this Agreement 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

ADDISON ARBOR FOUNDATION

By: _____
Wesley S. Pierson, City Manager

By: _____
Dr. Jay M. Ihrig, President

Date: _____

Date: _____

Meeting Date: 12/08/2015

Department: Infrastructure- Development Services

AGENDA CAPTION:

Consider And Approve A **Resolution Authorizing the City Manager To Approve A 5 Year Commercial Lease Extension For Metroplex Aircraft Inspections, Inc., At 4726 George Haddaway Drive At Addison Airport.**

BACKGROUND:

Metroplex Aircraft Services (Metroplex) has been located on Addison Airport for over 11 years. They have leased their current facility from the Town since 2006. Over the years Metroplex has, at their own expense, made various improvements to their leased premises, including updating the front office area, providing a pilot lounge where flight crews can access a computer, file flight plans, and review logbook entries, and creating a separate research area to spread out logbooks and records.

The hangar facilities are uniquely suited for Metroplex's use because the hangar door height and clear-span capability allows them to accommodate the larger cabin corporate jets that they service. Operating six days a week, Metroplex provides 1) annual, phase and special inspections 2) Airworthiness Directives and their associated Service Bulletins and 3) routine maintenance for a wide array of corporate and personal aircraft. Metroplex is known to draw transient air traffic to the airport as a destination for their valued services.

Metroplex's current lease expires on December 31, 2015. This lease will be subject to a 120-day early termination provision that allows the Town the right to early terminate the lease agreement provided that the Town gives Metroplex at least 120-days advance written notice for the tenant to vacate the leased premises to allow for the eventual redevelopment of the leased premises. Section B of the lease gives detailed requirements for the Early Termination of the lease. The five-year term extension is recommended at the request of the tenant to help provide, to the extent possible, increased operational stability.

The key lease terms include 1) the 5-year lease term; 2) the rental rate increase to the market rate of \$9,500 per month, an increase of 4.5% from the currently CPI- adjusted rental; and 3) a 120-day early termination provision to allow for and facilitate redevelopment of the leased premises, if the such an opportunity arises.

Throughout its tenure on the airport, Metroplex has proven to be an excellent tenant and is highly regarded by its peers as one of the more qualified service providers at Addison Airport. To the extent possible, airport management is committed to continue to work with Metroplex to identify other suitable hangar facilities should the need arise so Metroplex can remain at Addison Airport for years to come.

RECOMMENDATION:

Staff recommends approval.

Attachments

Bill Dyer Metro Memo

Resolution and Lease



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

Main: 972-392-4850
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bill.dyer@addisonairport.net

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

To: Lisa Pyles, Director of Infrastructure & Development Services
From: Bill Dyer, Real Estate Manager
CC: Joel Jenkinson, Airport Director
Date: November 20, 2015
Re: A Request for the Consideration and Consent of the Town of Addison Regarding the Conventional Hangar Lease #005A-0103 (Metroplex Aircraft Services, Inc.) commonly known as 4726 George Haddaway Drive

Summary of Requested Approval and Recommendation by Airport Manager:

Airport Management is requesting the Town's consideration and consent to the proposed Conventional Hangar Lease with Metroplex Aircraft Services, Inc. (Metroplex) in the form of the Conventional Hangar Lease attached hereto as Exhibit 1 affecting the above referenced city-owned property. Their current lease expires on December 31, 2015. The key lease terms include 1) this lease term is for 5 years; 2) the rental rate is increased to the market rate of \$9,500 per month – an increase of 4.5% from the currently CPI- adjusted rental; and 3) a 120-day early termination provision to allow for and facilitate redevelopment of the leased premises, if the opportunity presents itself.

Airport Management has reviewed the above matter and recommends the Town give its consent as requested. The city attorney has reviewed the proposed Conventional Hangar Lease as to form and finds it to be acceptable for the Town's purpose.



Figure 1: Easterly View of Subject Property

Background Information:

Metroplex has been at Addison Airport for over 11 years. They have leased their current facility from the Town since 2006 and were based elsewhere on the airport before then. Over the years Metroplex has, at their own expense, made various improvements to their leased premises, including updating the front office area, providing a pilot lounge where flight crews can access a computer, file flight plans, and review logbook entries, and created a separate research area to spread out logbooks and records.

The hangar facilities are uniquely suited for Metroplex's use because of the hangar door height and clear-span capability, allowing them to accommodate the larger cabin corporate jets that frequent Addison Airport – their customer segment focus for services. Operating six days a week Metroplex provides 1) annual, phase and special inspections 2) Airworthiness Directives and their associated Service Bulletins and 3) routine maintenance for a wide array of corporate and personal aircraft. Metroplex is known to draw transient air traffic to the airport as a destination for their valued services.

Current Status:

Metroplex's current lease expires at the end of 2015. This hangar and the adjoining and adjacent hangar are commonly referred to as the former Collins Hangars both first constructed in 1958. In 2012, a third-party property condition assessment report commissioned by the Town and performed by a local engineering concern concluded capital repairs and improvements in excess of an estimated \$3M would be required to bring the buildings up to reasonable market condition and compliancy of prevailing building codes in order to sustain their viability and extended use.

The Collins Hangars are at the farthest north end of an area regarded by airport management as the SE Quadrant ("SEQ"), a 16-acre section of the airport generally

described to be south of George Haddaway Dr. and east of Taxiway Alpha. This portion of the airport is regarded to be the oldest part of the airport where many of the existing facilities and infrastructures have become functionally and physically obsolete. In November 2015, a formal Request for Qualifications (RFQ) was advertised by the Town soliciting qualified developers and aeronautical operators interested in redeveloping new aeronautical facilities at Addison Airport within all or part of the SEQ. As of the date of this writing, no formal determination of the RFQ has been rendered by the Town. The redevelopment of the SEQ is a major strategic objective identified in both the Addison Airport 2013 Strategic Plan and the pending Addison Airport FAA Master Plan Update.

Throughout its relationship with the Town over the years, Metroplex has proven to be an excellent tenant for the Town and is highly regarded by its peers as one of the more qualified service providers at Addison Airport. To the extent possible, airport management is committed to continue to work with Metroplex to identify other suitable hangar facilities if and when the opportunity presents itself so Metroplex can remain at Addison Airport for years to come.

With this Conventional Hangar Lease both Collins Hangars will now be subject to a 120-day early termination provision, giving either party to the lease the right to early terminate the lease agreement provided at least a 120-day advanced written notice is given to vacate the leased premises. For the Town, this will allow for the eventual redevelopment of the leased premises. For, Metroplex, this will allow them to relocate to an even more suitable location if and when the opportunity presents itself, thus keeping this valuable service at Addison Airport. Additionally, the five-year term extension is being recommended by airport management at the request of the tenant to help provide, to the extent possible, increased operational stability.

Conclusion and Recommendation of Airport Manager:

This proposed Conventional Hangar Lease keeps a valued Tenant at the airport in its current facility while providing the Town flexibility to support potential redevelopment of the SE Quadrant should it become necessary. In the interim, airport management will continue to consult with Metroplex to help identify other suitable commercial hangar facilities at the airport, which can reasonably accommodate Metroplex's future needs. Airport Management's recommendation optimizes the economic benefit this site has to offer the Town and is consistent with both the adopted 2013 Airport Strategic Plan and the pending Addison Airport FAA Master Plan Update.

Airport Management recommends the Town give its consent to the requested action and authorize the City Manager, subject to the final review and oversight of the city attorney, to execute the Conventional Hangar Lease.

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A CONVENTIONAL HANGAR LEASE BETWEEN THE TOWN OF ADDISON AND METROPLEX AIRCRAFT SERVICES, INC. FOR COMMERCIAL AVIATION USE ON PROPERTY LOCATED AT 4726 GEORGE HADDAWAY, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The Conventional Hangar Lease between the Town of Addison and Metroplex Aircraft Services, Inc. for commercial aviation use on property located at 4726 George Haddaway, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved and the City Manager is authorized to execute the agreement.

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

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 8th day of December, 2015.

Todd Meier, Mayor

ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

Contract #005A-0103

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

ADDISON AIRPORT CONVENTIONAL HANGAR LEASE FOR COMMERCIAL AVIATION USE

This Addison Airport Conventional Hangar Lease For Commercial Aviation Use (hereinafter referred to as the "Hangar Lease," "Lease," or "Agreement") is made and entered into this 1st day of January 2016 (the "Effective Date"), by and between the **Town of Addison, Texas**, a home-rule municipality (hereinafter referred to as the "City" or "Landlord") and **Metroplex Aircraft Services, Inc.**, a Texas corporation ("Tenant") (Landlord and Tenant are sometimes referred to herein together as the "parties" and individually as a "party").

WITNESSETH:

WHEREAS, Landlord is the owner of the Addison Airport (hereinafter referred to as the "Airport") located in Dallas County, Texas; and

WHEREAS, the Airport is, as of the Effective Date, operated and managed for and on behalf of the City by URS Energy & Construction, Inc., an Ohio corporation ("URS"), and SAMI Management, Inc., a Texas corporation ("SAMI"), pursuant to their respective operating agreements, as amended or modified, with the City (URS and SAMI, individually and/or collectively, or any other person(s) or entity(ies) authorized by Landlord to operate and/or manage the Airport or any portion thereof or any function related thereto, being hereinafter referred to as "Airport Manager" or "Manager"); and

WHEREAS, Tenant desires to lease that certain hangar located within the Airport known as **Jet Hangar A1, Property #005A** with the public address known as **4726 George Haddaway**, Addison, Texas 75001 (hereinafter referred to as the "Premises" and more fully described in **Exhibits "A", "B" and "C"** attached hereto and made a part hereof) and Landlord desires to lease the same to Tenant for the Term as defined below; and

WHEREAS, Tenant currently leases the Premises pursuant to that certain Conventional Hangar Lease entered into January 1, 2014, which Conventional Hangar Lease is due to expire on December 31, 2015.

WHEREAS, Landlord and Tenant hereby agree to enter into this Hangar Lease under the terms and conditions set forth hereinbelow, which upon its commencement supersedes the 2014 Hangar Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, Landlord and Tenant hereby agree as follows:

1. Lease Grant. Subject to the terms of this Lease, Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord.

This Hangar Lease is given and entered into subject to (i) all federal, state, and local laws, statutes, constitutional provisions, charters (including the City Charter), ordinances, codes (including building and building-related codes), rules, regulations, directives, policies, permits, standards, zoning requirements, orders, grant assurances, grant agreements, court orders, opinions and decisions, and all interpretations of the foregoing, of and/or by any governmental authority, entity, department, branch, or agency (including, without limitation, the Town of Addison, Texas, the State of Texas, the Federal Aviation Administration, the Texas Department of Transportation, the United States Environmental Protection Agency, and the Texas Commission on Environmental Quality, and any successor entities thereto), that are applicable, imposed upon, or related to, whether directly or indirectly, this Lease, the Airport, the Premises, and the use and occupancy thereof, as the same are existing or as they may be amended, modified, enacted, adopted, imposed, or superseded, and including, without limitation, any and all grant agreements or grant assurances now existing or as hereafter agreed to, adopted or imposed (collectively, "Laws," and "Law" means any of the

foregoing), (ii) all restrictive covenants affecting the Premises, (iii) all restrictions, mortgages, deeds of trust, liens, easements, licenses, leases, and any other encumbrance on or matter affecting the Premises, whether recorded or not, and (iv) and all of the terms, conditions, and provisions of this Hangar Lease.

2. Term:

A. The Term hereof shall commence immediately upon the expiration of the 2014 Conventional Hangar Lease without interruption ("Commencement Date"), and shall end on December 31, 2020, unless otherwise terminated as provided for herein (the "Term").

B. **Early Termination:** Landlord and Tenant hereby acknowledge and agree that Landlord is contemplating the redevelopment of the Premises or a portion thereof in the foreseeable future. In the event Landlord requires the Premises for this purpose, in its sole determination, Landlord may terminate this Agreement before the Expiration Date, provided Landlord gives Tenant at least one hundred twenty (120) days' advance written notice of the intended early termination ("Early Termination Date"). Tenant may likewise terminate this Agreement before the Expiration Date, provided Tenant gives Landlord one-hundred twenty (120) days' written notice prior to the intended Early Termination Date. In the event either party delivers notice to the other of its intent to terminate this Agreement pursuant to this section, both parties hereby agree to continue and perform in accordance with the terms and conditions of this Agreement until said Early Termination Date occurs.

3. Rental & Security Deposit:

A. Tenant agrees to pay to Landlord without notice, demand, offset, or deduction, an annual Base Rent of One Hundred Fourteen Thousand Dollars and 00/100 (\$114,000.00), payable in monthly installments each in the amount of Nine Thousand Five Hundred Dollars and 00/100 (\$9,500.00). The first such monthly installment shall be due and payable on or before the Commencement Date, and each monthly installment thereafter shall be due and payable on or before the first day of each calendar month throughout the term of this Lease. The Base Rent is subject to periodic adjustments as provided herein.

B. **Prorated Rent:** If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord a prorated amount of Base Rent equal to the product of the monthly installment of Base Rent multiplied by a fraction, the (i) numerator of which is the number of days from (and including) the Commencement Date through (and including) the last day of the month that includes the Commencement Date and the (ii) denominator of which is the number of days in that month. The prorated portion of the Base Rent is due on or before the Commencement Date. Payment of Base Rent for any fractional calendar month at the end of the Term shall be similarly prorated.

C. **Additional Rent:** In addition to the Base Rent, Tenant will pay Landlord, as Additional Rent, the amounts set forth in the Utility Expense Reimbursement Addendum attached hereto and incorporated herein as Exhibit D.

D. **Rent:** For purposes of this Lease, "Rent" means Base Rent, Additional Rent, and all other sums that Tenant may owe to Landlord or otherwise be required to pay under this Lease. Landlord shall have the same rights and remedies for non-payment of any Rent as for non-payment of Base Rent. The obligations of Tenant to pay Base Rent and other sums to Landlord and the obligations of Landlord under this Lease are independent obligations.

E. **Place of Payment:** Tenant shall deliver all amounts due Landlord under this Lease to the following address or to such other person or place as Landlord may designate in writing:

Addison Airport
c/o Real Estate Manager
16051 Addison Road, Suite 220
Addison, Texas 75001

F. **Method of Payment:** Tenant must pay all Rent timely and without demand, notice, deduction, or offset, except as required by Law or as otherwise provided by this Lease. Tenant shall make payment of all Rent owed by personal or corporate check made payable to "Addison Airport" (or by credit card, electronic transfer or ACH

(Automatic Clearing House), if acceptable to Landlord). Cash is not an acceptable form of payment of Rent. If Tenant fails to timely pay any amounts due under this Lease, or if any check of Tenant is returned to Landlord by the institution on which it was drawn for insufficient funds or for any other reason, or if Tenant's credit card is denied more than three times in any twelve-month period (if Landlord authorizes payment by credit card), Landlord, after providing written notice to Tenant, may require Tenant to pay subsequent amounts that become due under this Lease by cashier's check or money order only. Rent, and any other sums or amounts to be paid by Tenant to Landlord under this Lease, shall be deemed to have been paid when Landlord has actually received the negotiable payment.

G. **Late Charges:** If Landlord does not actually receive payment of Rent or any other sums due at the designated place of payment within ten (10) days after the date it is due, Tenant shall pay to Landlord a Late Charge equal to 5% of the amount due to reimburse Landlord for Landlord's cost and inconvenience incurred as a result of Tenant's delinquency. The Late Charge is a cost associated with the collection of Rent and Landlord's acceptance of a Late Charge does not waive Landlord's right to exercise its rights and remedies, including those under Paragraph 24 (Remedies of Landlord) herein.

If Tenant fails to pay (i) any monthly installment of Base Rent due under this Lease by the 10th day of the month when due, or (ii) or any other component of Rent within 10 days after the same is due as specified in this Lease, more than once in any consecutive three (3) month period, Tenant, upon the delivery of written notice to Tenant by Landlord ("**Additional Deposit Notice**"), shall pay to Landlord an amount equal to the then-current monthly installment of Base Rent (the "**Additional Deposit**") to be held and applied by Landlord as an addition to the Security Deposit delivered by Tenant and held on account by Landlord upon Tenant's execution of this Lease pursuant to subparagraph 3.H. below. Landlord's requirement of any Additional Deposit shall be in addition to any and all other rights and remedies available to Landlord under this Lease. If Tenant does not deliver the Additional Deposit to Landlord within ten (10) days after the delivery of the Additional Deposit Notice, such failure shall be an event of default under this Lease.

H. **Security Deposit:** Tenant shall deposit with Landlord, upon Tenant's execution of this Lease, the sum of Four Hundred Fifty-five Dollars and 72/100 (~~\$455.72~~), to be held by Landlord as Tenant's "**Security Deposit**." Such Security Deposit shall be equal to one monthly installment of Base Rent unless otherwise adjusted as provided for in 3.G. above. Landlord and Tenant hereby acknowledge and agree that as of the Effective Date of this Hangar Lease, Landlord currently holds on account for Tenant a Security Deposit in the sum of Nine Thousand Forty-four Dollars and 28/100 (~~\$9,044.28~~).

1. If at any time during this Agreement the Security Deposit then held on account by Landlord becomes less than the prevailing monthly installment of Base Rent, Tenant will make an additional payment to Landlord so that the Security Deposit held by Landlord is increased to equal one monthly installment of Base Rent, unless otherwise adjusted as provided for in 3.G. above.

2. Landlord shall hold such Security Deposit without interest as security for the performance by Tenant of Tenant's covenants and obligations under this Lease. Landlord may commingle the Security Deposit with Landlord's other funds, and no trust relationship is created with respect to the Security Deposit. Tenant shall not assign, otherwise transfer, or encumber or attempt to assign, otherwise transfer, or encumber the Security Deposit, and Landlord and its successors and assigns shall not be bound by any actual or attempted assignment, other transfer, or encumbrance. Regardless of any assignment, other transfer, or encumbrance of the Security Deposit by Tenant, Landlord may return the Security Deposit to the Tenant.

3. The Security Deposit is not an advance payment of Rent or a measure of liquidated damages in case of default by Tenant. Upon the occurrence of any event of default, Landlord may, from time to time, without prejudice to any other remedy provided herein or provided by Law, use the Security Deposit to the extent necessary to make good any arrearages of Rent and any other damage, injury, expense or liability caused to Landlord by such event of default. Following any such application of the Security Deposit, Tenant shall pay to Landlord, on demand, the amount so applied in order to fully restore the Security Deposit to its required amount.

4. If Tenant is not then in default hereunder, such Security Deposit, less any lawful deductions by Landlord, shall be returned by Landlord to Tenant with an accounting of said deductions taken no later than thirty (30) days following the termination or expiration of this Hangar Lease. Permitted deductions from the Security Deposit may include but not be limited to: unpaid Base Rent; unpaid utility charges incurred by

Tenant; unpaid service charges; damages by Tenant to the Premises (beyond normal wear and tear) or repairs by Landlord; replacement cost of Landlord's property that was in or attached to the Premises and is missing; cost to replace unreturned keys; agreed reletting charges; Landlord's cost of cleaning the Premises to a broom-swept condition if required; Landlord's cost of removal of any trash or debris left in the Premises; Landlord's cost of the removal and storage of Tenant's personal property left or abandoned by Tenant or otherwise disposed of by Landlord; Landlord's cost of removal of unauthorized vehicles or aircraft left on the Premises; government fees or fines against Landlord because of Tenant; late fees and other costs of collection incurred by Landlord in connection with this Lease; interest that would have been earned by Landlord on unpaid balances; attorneys' fees, court costs and filing fees.

4. Adjustment of Rental: Effective on each anniversary of the Commencement Date and each and every anniversary thereafter over the Term (hereinafter referred to as the "Adjustment Date"), the Base Rent due under Paragraph 3.A above shall be adjusted as follows:

A. The Base Rent shall be adjusted to reflect changes in the Consumers' Price Index - All Items for Dallas-Fort Worth, Texas (hereinafter referred to as the "Consumer Price Index"), as quoted in the publication *Consumer Price Index - All Urban Consumers (CPI-U)* for the Dallas-Fort Worth, Texas area which is issued by the U.S. Department of Labor, Bureau of Labor Statistics. The base index is the Consumer Price Index existing on the Commencement Date ("Base Index"). The current index is the Consumer Price Index on the first day of the calendar month preceding the then applicable Adjustment Date (the "Current Index").

B. Beginning with the year that includes the then applicable Adjustment Date, the Base Rent shall be adjusted so that it equals the product of the Base Rent during the first year of this Lease multiplied by a fraction, the numerator of which is the Current Index and the denominator of which is the Base Index, but in no event shall Base Rent ever be decreased below the Base Rent set forth in Paragraph 3.A.

C. In the event that the Consumer Price Index is unavailable for whatever reason for the computations set forth hereinabove, another index approximating the Consumer Price Index as closely as feasible (as reasonably determined by Landlord) shall be substituted therefor.

5. Use of Premises: The Premises shall be used and occupied by Tenant only for Commercial Aviation Use limited to the following:

The Leased Hangar shall be used and occupied by Tenant only for general aviation operator purposes while performing repair, maintenance, service and storage of aircraft and/or aircraft components and the testing and inspection of aircraft as authorized to do so under the guidelines of the Federal Aviation Administration for owned and third-party aircraft.

For purposes hereof, "Commercial Aviation Use" means the operation of a business enterprise providing aviation-related goods, services, or facilities for a commercial purpose (including, without limitation, any activity by the Tenant securing earning, income, compensation, [including exchange or barter of goods, and services], and/or profit from said activities, whether or not such objectives are accomplished). Tenant shall occupy and use the Premises only for the Permitted Use, and shall comply with all Laws relating to the use, condition, access to, and occupancy of the Premises.

Any use or occupancy of the Premises other than for the purposes set forth above is not permitted at any time without the prior written consent of Landlord.

The Premises shall not be used or occupied for any concession for the sale or distribution of food, drinks, tobacco products, oil, gas, petroleum products or any activity of a similar character. Tenant agrees that no aircraft, vehicle or other equipment will be left unattended at any time outside the boundaries of the Premises or within any common area of the Airport ("common area" having the meaning set forth in Chapter 14 of the City's Code of Ordinances), including the safety areas, operating areas and/or non-obstruction areas of the Airport without the prior written consent of the Airport Manager. Tenant further agrees to cooperate and coordinate with adjacent tenants and the Airport Manager, when necessary (as determined by Landlord), to facilitate and not to obstruct aircraft movement along nearby taxiways, especially during periods of construction, maintenance and repair of Airport facilities.

The Premises shall not be used for any purpose or activity that: (i) constitutes a violation of any Laws; (ii) in Landlord's opinion, creates or would create a nuisance or waste or unreasonably disturb, annoy or interfere with other tenants or users of the Airport; or (iii) increases insurance costs for Landlord.

Tenant acknowledges that Landlord is bound by, and this Lease is subject to, the terms and conditions of any and all Federal Aviation Administration, Texas Department of Transportation, and other grant agreements, grant assurances and regulations regarding the Airport, including, without limitation, any grant, loan, regulation, or agreement under Section 22.055 of the Texas Transportation Code, as amended or superseded, whether now existing or made in the future. Tenant agrees not to act or fail to act in any way or manner that would cause Landlord to be in violation of any of the foregoing.

6. Acceptance of Premises: Tenant acknowledges that Tenant has fully inspected the Premises and accepts the Premises as suitable for the purposes for which the same are leased in their present condition, "AS IS, WHERE IS, WITH ALL FAULTS AND PATENT AND LATENT DEFECTS". Without limiting anything in the foregoing, LANDLORD HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS, AND THERE ARE NO, REPRESENTATIONS, PROMISES, COVENANTS, AGREEMENTS, GUARANTYS OR WARRANTIES OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, OF OR AS TO THE CONDITION, QUALITY, QUANTITY, SUITABILITY, MERCHANTABILITY, HABITABILITY OR FITNESS OF THE PREMISES FOR ANY PARTICULAR PURPOSE WHATSOEVER GIVEN IN CONNECTION WITH THIS LEASE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION REGARDING SOIL CONDITIONS, AVAILABILITY OF UTILITIES, DRAINAGE, ZONING LAWS, ENVIRONMENTAL LAWS OR ANY OTHER LAWS.

TENANT ALSO ACKNOWLEDGES AND AGREES THAT TENANT'S INSPECTION AND INVESTIGATION OF THE PREMISES HAVE BEEN ADEQUATE TO ENABLE TENANT TO MAKE TENANT'S OWN DETERMINATION WITH RESPECT TO THE SUITABILITY OR FITNESS OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO SOIL CONDITIONS, AVAILABILITY OF UTILITIES, DRAINAGE, ZONING LAWS, ENVIRONMENTAL LAWS, AND ANY OTHER LAWS.

TENANT ACKNOWLEDGES THAT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS PARAGRAPH 6 ARE AN INTEGRAL PORTION OF THIS LEASE AND THAT LANDLORD WOULD NOT AGREE TO LEASE THE PREMISES TO TENANT AS SET FORTH HEREIN WITHOUT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS PARAGRAPH 6. TENANT FURTHER ACKNOWLEDGES THAT TENANT IS NOT IN A DISPARATE BARGAINING POSITION WITH RESPECT TO LANDLORD. TENANT ACKNOWLEDGES AND AGREES FURTHER THAT THIS LEASE IS SUBJECT TO ANY AND ALL CURRENTLY EXISTING TITLE EXCEPTIONS OR OTHER MATTERS OF RECORD OR VISIBLE OR APPARENT FROM AN INSPECTION AFFECTING THE PREMISES.

7. Securing Governmental Approvals and Compliance with Law; Noise Abatement:

A. Tenant, at Tenant's sole cost and expense, shall obtain any and all governmental licenses, permits and approvals required for the use and occupancy of the Premises, as set forth in Paragraph 5 above, including but not limited to the issuance of a valid Certificate of Occupancy prior to Tenant occupying the Premises pursuant to Paragraph 44 hereinbelow.

B. Tenant shall promptly comply with all governmental orders and directives and all other Laws for the correction, prevention and abatement of nuisances caused by Tenant and arising out of the use and occupancy of the Premises, as set forth in Paragraph 5 above

C. Tenant shall comply with noise abatement standards at the Airport and shall notify any aircraft operator using the Premises of such standards.

8. Assignment and Subletting:

A. Without the prior written consent of Landlord, Tenant shall have no power to and shall not, either voluntarily or involuntarily, by operation of law or otherwise, assign, sell, pledge, encumber, mortgage, license, transfer, or otherwise convey (together, "assign" or "assignment," and any person or entity to whom an assignment is made being an "assignee") this Lease or any rights or obligations of Tenant hereunder, or sublet the whole or any part of the Premises. Any such assignment or any subletting, without the prior written consent of Landlord, shall be null and void and may be deemed by Landlord (in Landlord's sole discretion) an event of default under Paragraph 23 (Default by Tenant) of this Lease. For the purposes hereof, an assignment will be deemed to have also occurred if the person(s) who owns or has voting control of 51% or more of Tenant on the Effective Date of this Hangar Lease ceases to own or have voting control of 51% or more of Tenant at any time during the term of the Hangar Lease. From time to time as requested by Landlord, Tenant shall provide to Landlord, in a form acceptable to Landlord, a written certification as to the ownership of voting securities or voting control of Subtenant. For the purposes hereof, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities or partnership interests, by contract, or otherwise.

Any assignment or subletting shall be expressly subject to all the terms and provisions of this Lease, including the provisions of Paragraph 5 pertaining to the use of the Premises. In the event of any Landlord-approved assignment or subletting, Tenant shall not assign this Lease or sublet the Premises without first obtaining a written agreement from each such assignee or sublessee whereby each such assignee or sublessee agrees to be bound by the terms and provisions of this Hangar Lease. No such assignment or subletting shall constitute a novation. In the event of the occurrence of an event of default while the Premises are assigned or sublet, Landlord, in addition to any other remedies provided herein or by Law, may, at Landlord's option, collect directly from such assignee or subtenant all rents becoming due under such assignment or subletting and apply such rent against any sums due to Landlord hereunder. No direct collection by Landlord from any such assignee or subtenant shall release Tenant from the payment or performance of Tenant's obligations hereunder. Landlord's consent to any assignment or subletting will not waive its rights or remedies, and it will not stop Landlord from exercising its rights or remedies, with respect to any other actual or proposed assignment or subletting, and Landlord's consent to any assignment or subletting will not relieve Tenant or any guarantor of Tenant hereunder of any liability to Landlord under this Lease or otherwise.

B. Notwithstanding the foregoing, Landlord hereby acknowledges and consents to Tenant's subletting of the Premises for the purpose of renting hangar space for aircraft storage only, provided that each sublease is 1) made available for Landlord's review and inspection during Tenant's normal business hours upon Landlord's written request, and 2) evidenced by written agreement, signed and executed by Tenant and the subtenant, and has incorporated therein and fairly states that:

1. each subtenant agrees to be bound by the terms and provisions of this Hangar Lease, including the provisions of Paragraph 5 pertaining to the use of the Premises. In the event of any conflict between the terms of this Hangar Lease and the terms of the sublease, the terms of the Hangar Lease shall control;
2. no such subletting shall constitute a novation;
3. in the event of occurrence of an event of default while the Premises are sublet, Landlord, in addition to any other rights or remedies provided herein or by Law, in equity, or otherwise, may, at Landlord's option, collect directly from such subtenant all rents becoming due under such subletting and apply such rent against any sums due to Landlord under this Lease;
4. subtenant shall be obligated to obtain Landlord's consent to any action as to which Tenant is obligated to obtain such consent under this Hangar Lease;
5. any such sublease is to automatically terminate upon termination of this Hangar Lease notwithstanding any other provision of the sublease to the contrary;
6. Landlord shall have no responsibility or obligation for the performance by subtenant of its obligations under the sublease; and
7. neither this consent, the exercise by Landlord of its rights and/or remedies hereunder, nor the sublease or any other instrument shall give subtenant any rights, directly or indirectly, against Landlord or create or impose any obligation, duty, responsibility, or liability of Landlord in favor of or for the benefit of subtenant.

Further, Tenant agrees that in no way does any sublease release Tenant from any of its covenants, agreements, liabilities and duties under this Hangar Lease; that this consent does not constitute approval by Landlord of the terms of any such sublease; that nothing herein contained shall be deemed a waiver or release of any of the Landlord's rights under this Hangar Lease; that Tenant shall remain fully liable for the performance of each and every term, provision, covenant, duty and obligation of the Tenant under this Hangar Lease including, without limitation, the duty to make any and all payments of Rent. Any violation of any terms and conditions of this Hangar Lease by a subtenant will constitute a default by Tenant under this Hangar Lease.

Upon Landlord's written request, Tenant shall provide to Landlord the names and addresses of any subtenants, and the make, model, aircraft type and "N" number of any aircraft stored or located on or in the Premises by Tenant or any subtenant.

9. Property Taxes and Assessments: Tenant shall pay, before they become delinquent, any and all property taxes or assessments, and any other governmental charges, fees or expenses, levied or assessed on: (i) all improvements, fixtures, equipment or personal property comprising a part of or located upon the Premises; and (ii), the leasehold estate of Tenant created hereby (hereinafter referred to as "Tenant's Taxes"). Upon the request of Landlord, Tenant shall, from time to time, furnish to Landlord "paid receipts" or other written evidence that all of Tenant's Taxes have been paid by Tenant. If any of Tenant's Taxes are included in tax notices and, or statements delivered to Landlord, Tenant has the right to legally protest or appeal, as provided for by Law, any tax levy or assessment of Tenant's Taxes provided Landlord has not already filed or does not intend to file such protest or appeal of (i) the appropriateness of such tax and, or (ii) the taxable value as assessed by the respective taxing authority. If any of Tenant's Taxes are included in tax statements delivered to Landlord, Tenant shall pay to Landlord that portion representing Tenant's Taxes within ten (10) days after Tenant's receipt of an invoice from Landlord accompanied by evidence of Landlord's computation of the portion thereof representing Tenant's Taxes. In the event Tenant fails to pay any Tenant's Taxes, Landlord shall have the right (but not the obligation) to pay or cause to be paid such Tenant's Taxes, and the costs thereof expended by or caused to be expended by Landlord plus interest thereon as provided in Paragraph 40 of this Lease shall be paid by Tenant on demand.

10. Maintenance and Repair of Premises:

A. Landlord shall, throughout the term hereof, except as otherwise expressly provided in this Lease and so long as Tenant is not in default of this Agreement beyond any applicable cure period, be responsible for those areas, items and matters identified in the "Landlord" column as set forth in Exhibit E, Maintenance and Repair Responsibilities, to this Agreement, which Exhibit is attached hereto and incorporated herein by reference. Landlord shall not be responsible for Tenant's or any third party's equipment, fixtures, or personal property comprising a part of or located upon the Premises.

B. Except as provided by subparagraph A. of this Paragraph 10, Tenant shall, to the Landlord's satisfaction, maintain the Premises in good order, condition and repair throughout the term of this Lease including, but not limited to, those areas, items and matters identified under the "Tenant" column set forth in the attached Exhibit E to this Agreement. Tenant shall be responsible for any alterations, additions or improvements made by Tenant to the Premises and/or any improvements thereon or therein. Tenant shall, throughout the term hereof, be responsible for all consumable supplies and repair of plumbing and water damage caused as a result of Tenant's failure to reasonably protect water pipes from freezing temperatures or misuse by Tenant or by Tenant's owners, employees, agents, contractors, guests or invitees. Tenant shall be responsible for keeping the Premises free from waste and nuisance and shall, upon the expiration of the Lease Term, or any earlier termination of this Lease or any repossession of the Premises by Landlord, deliver the Premises clean and free of trash and in good condition and repair, with all fixtures and equipment situated in or upon the Premises in the same condition as same existed on the Commencement Date, with reasonable wear and tear excepted.

Notwithstanding anything in this Lease to the contrary, Tenant shall bear the risk of complying with the Americans With Disabilities Act of 1990, any other federal or any state laws governing handicapped access or architectural barriers, and all rules, regulations, and guidelines promulgated under such Laws, as amended from time to time, in or pertaining to the Premises.

C. In the event Tenant fails to so maintain or repair the Premises and/or the improvements, fixtures, equipment and personal property comprising a part of or located upon the Premises, and/or otherwise fails to comply with any of the provisions of subparagraph B. or D. of this Paragraph or any other provision of this Lease requiring Tenant to maintain or repair the Premises or keep them in a particular condition, Landlord shall have the right (but not the obligation) to cause all such repairs or other maintenance or work to be made, and the reasonable costs therefor expended by Landlord plus interest thereon as provided in Paragraph 40 shall be paid by Tenant to Landlord on demand.

D. If Tenant handles or stores flammable materials on the Premises, Tenant agrees to maintain proper safeguards with respect thereto and to comply with all requirements of Landlord's and Tenant's insurance companies and/or governmental authorities with respect to the storage, use and disposal of such materials, and with all applicable Laws.

11. Alterations, Additions and Improvements: Tenant shall not create any openings in the roof or exterior walls, or make any alterations, additions or improvements to the Premises, without the prior written consent of Landlord. Landlord shall not unreasonably withhold its consent for non-structural alterations, additions or improvements. Tenant shall have the right to erect or install shelves, bins, machinery, and trade fixtures, provided that Tenant complies with all applicable Laws in connection therewith. All alterations, additions and improvements in and to the Premises shall be performed in accordance with the terms and provisions of this Lease, with all Laws, and in a first-class, workmanlike manner, and Tenant shall promptly pay and discharge all costs, expenses, claims for damages, liens and any and all other liabilities and obligations which arise in connection therewith.

12. Insurance:

A. Tenant shall procure and maintain throughout the Term, without interruption, a policy or policies of insurance, at Tenant's sole cost and expense, to meet or exceed the insurance requirements specified in the then prevailing Addison Airport Minimum Standards and Requirements for Commercial Aeronautical Service Providers (the "Airport Minimum Standards") which may be amended or modified by the City from time to time. At any time over the Term the Airport Minimum Standards are either suspended, repealed or otherwise modified to the extent Tenant's use and occupancy of the Premises no longer require such insurance policies under the Airport Minimum Standards, Tenant shall procure and maintain throughout the Term, without interruption, the following insurance policies:

1. Commercial General Liability insurance against claims for bodily injury, death or property damage or destruction occurring on, in or about the Premises, with limits of liability of not less than \$1,000,000 for each occurrence, CSL/\$1,000,000 general aggregate. Coverage shall include blanket contractual liability for liability assumed under this Lease.
2. Workers Compensation insurance and employer's liability with limits of liability of not less than \$1,000,000.
3. Hangarkeepers Legal Liability insurance at limits of \$1,000,000 per occurrence is required if Tenant is engaged in maintenance, repair or servicing of aircraft belonging to any third party, or if Tenant is otherwise involved in any operation in which Tenant has care, custody or control of an aircraft that belongs to a third party.
4. Aircraft Liability insurance for all Tenant-owned or operated aircraft with a minimum bodily injury and property damage per occurrence limit of \$1,000,000 and \$1,000,000 for personal and advertising injury.

B. All insurance policies required under this Paragraph 12 shall be endorsed to provide the following, as applicable: (i) in all liability policies, name as additional insureds the Town of Addison, Texas, URS Energy & Construction, Inc. (an Ohio corporation), and SAMI Management, Inc. (a Texas corporation) (and/or such other person or entity that may be the Airport Manager) and their respective officials, officers, agents, and employees; (ii) in all liability policies, provide that such policies are primary insurance regardless of the application of any other insurance available to the additional insureds, with respect to any claims arising out of activities conducted under this Lease, and that insurance applies separately to each insured against whom a claim is made or suit is brought; and (iii) a waiver of subrogation in favor of the Town of Addison, Texas, URS Energy & Construction, Inc. (an Ohio corporation) and SAMI Management, Inc. (a Texas corporation) (and/or such other person or entity that may be the Airport Manager), and their

respective officials, officers, agents, and employees, must be included in all liability and Workers Compensation policies. All such policies shall be issued by an insurance company authorized to do business in Texas and in the standard form approved by the Texas Department of Insurance, if required, and shall be endorsed to provide for at least 30 days' advance written notice to Landlord of a material change in, non-renewal, or cancellation of a policy. Certificates of insurance, satisfactory to Landlord, evidencing all coverage above, shall be furnished to Landlord prior to the Commencement Date, with complete copies of policies furnished to the Landlord upon request. Landlord reserves the right to review and revise from time to time the types of insurance and limits of liability required herein.

13. Casualty Damage or Destruction:

A. In case of any damage to or destruction of the buildings, structures, fixtures and equipment, or any other improvements, on or at the Premises, or any part thereof, Tenant shall promptly give written notice thereof to Landlord, generally describing the nature and extent of such damage and/or destruction.

B. If the Premises (the hangar building or structure, excluding Tenant's fixtures, furniture, equipment, personal property and leasehold improvements made by or on behalf of Tenant or any assignee, subtenant or other occupant of the Premises) should be substantially, totally, or partially destroyed or damaged by fire, tornado or other casualty, this Lease shall not terminate, but Landlord may, at Landlord's sole option and at Landlord's sole cost, expense and risk, proceed forthwith and use reasonable diligence to rebuild or repair the Premises (the hangar building or structure, but excluding Tenant's fixtures, furniture, equipment, personal property and leasehold improvements made by or on behalf of Tenant or any permitted assignee, subtenant or other occupant or user of the Premises) to substantially the condition in which it existed prior to such destruction or damage; provided, however, that if Landlord elects not to rebuild or repair such damage or destruction and notifies Tenant in writing of such election, then this Lease shall terminate and rent shall be abated for the unexpired portion of this Lease, effective from the date of actual receipt by Landlord of the written notification of the damage or destruction from Tenant. If Landlord elects to rebuild or repair the Premises and the Premises are untenantable in whole or in part following such destruction or damage, during the period of such rebuilding or repair the Rent payable hereunder shall be equitably adjusted for that period during which the Premises are untenantable. However, if the destruction or damage was caused by the negligence, gross negligence, or willful or wanton act or omission of Tenant, or any of Tenant's officers, employees, agents, subtenants, licensees, contractors, subcontractors, or invitees, or any other person for whom Tenant is responsible, Rent shall not be abated and Tenant shall have the continuing obligation to pay Rent during the period of such rebuilding or repair.

If Landlord elects to rebuild or repair the Premises (the hangar building or structure) as set forth above, Tenant shall, immediately upon notice from Landlord, remove from the Premises its equipment and property as reasonably required by Landlord to complete such rebuilding or repair. Upon the completion of such rebuilding or repair, Tenant shall restore the Premises and Tenant's property and promptly reopen for business. Tenant shall use the proceeds from Tenant's insurance policies for restoration of improvements made by Tenant to the Premises, for restoration and/or replacement of Tenant's equipment, trade fixtures, and inventory, and to cover any business interruption loss.

C. Landlord's election to pay for the cost of the repair or rebuilding of the Premises (the hangar building or structure) or any part thereof may, at Landlord's option, not extend beyond or exceed the proceeds of any casualty or property damage insurance payable and actually collected in connection with such damage or destruction. All insurance proceeds, if any, payable on account of such damage or destruction shall be held and retained by Landlord (whether or not such repair or rebuilding occurs or this Lease terminates).

14. Condemnation:

A. If, during the term hereof, any part of the Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, or is sold to a condemning authority under threat of condemnation, and after such taking by or sale to said condemning authority the remainder of the Premises is not susceptible to efficient and economic occupation and operation by Tenant, this Lease shall automatically terminate as of the date said condemning authority takes possession of the Premises, and Landlord shall refund to Tenant any prepaid but unaccrued rental less any sum then owing by Tenant to Landlord.

B. If, after such taking by or sale to said condemning authority, the remainder of the Premises is susceptible to efficient and economic occupation and operation by Tenant, this Lease shall not terminate but the Base

Rent due hereunder shall be adjusted so that Tenant shall be required to pay for the remainder of the Term hereof the sum obtained by multiplying each monthly Base Rent installment due hereunder (as adjusted from time to time pursuant to Paragraph 4, above) by a fraction, the numerator of which shall be the number of square feet remaining in the Premises after the taking by or sale to said condemning authority and the denominator of which shall be the square footage originally contained in the Premises. The Base Rent adjustment called for herein shall either not commence or be suspended until said condemning authority actually takes possession of the condemned portion of the Premises. All other terms and provisions shall remain unchanged unless otherwise provided for herein.

C. Landlord shall receive the entire award or payment from any condemnation and Tenant shall have no claim to that award or for the value to Landlord of any unexpired term of this Lease; provided, however, that Tenant shall have the right to appear in any condemnation proceeding or action to negotiate, prosecute and adjust any claim attributable to loss or damage to Tenant's trade fixtures and removable personal property, removal or relocation costs, and any loss to Tenant resulting from the unexpired portion of the Lease Term. If this Lease is not terminated pursuant to subparagraph A of this Paragraph, Landlord shall repair damage to the Premises caused by the condemnation (excluding Tenant's fixtures, furniture, equipment, personal property and leasehold improvements made by or on behalf of Tenant or any permitted assignee, subtenant or other occupant of the Premises), except that (i) Landlord shall not be obligated to repair any damage for which Tenant has been reimbursed by the condemning authority; and (ii) if the condemnation damages or payments received by Landlord are not sufficient to pay for such repair, Landlord shall have the right to terminate this Lease.

15. Utilities: Except where provided to the contrary below, Tenant shall be responsible, at Tenant's sole cost and expense, for obtaining all utility connections at or for the Premises and Tenant shall pay all charges for water, electricity, gas, sewer, telephone or any other utility connections, impact fees, tap-in fees and services furnished to the Premises during the term hereof. Tenant agrees to contact all utility service providers prior to any excavation or digging on the Premises or the premises in and around the Premises. Landlord shall in no event be liable or responsible for any cessation or interruption in any such utility services.

A. Notwithstanding the foregoing, Landlord and Tenant hereby acknowledge and agree to the terms and conditions contained in Exhibit D – Utility Expense Reimbursement Addendum, attached hereto and incorporated herein by reference wherein it sets forth which utility services will be provided and paid for by the Landlord and subsequently reimbursed by Tenant upon demand.

B. If Tenant is the responsible party for obtaining any of the utility connections at or for the Premises, any access or alterations to the Premises or to the Airport necessary to obtain any of such utility connections may be made only with Landlord's prior consent and at Tenant's sole expense.

C. In the event Tenant fails to pay any utility or connection charges for which Tenant is responsible, Landlord shall have the right (but not the obligation) to pay or cause to be paid such charges, fees or expenses, incurred by Tenant and the costs thereof expended by or caused to be expended by Landlord plus interest thereon as provided in Paragraph 40 of this Lease shall be paid by Tenant upon written demand.

D. Prior to executing this Lease Tenant acknowledges that it has, at its sole costs and expense, determined that all necessary utilities are available to the Premises and are adequate for Tenant's intended commercial use, and that there are no other utility services needed or required by Tenant at the Premises in connection herewith.

E. Landlord shall in no event be liable or responsible for any cessation or interruption in any utility services to the Premises.

16. Common Facilities:

A. So long as Tenant is not in default hereunder beyond any applicable cure period, Tenant and Tenant's owners, employees, agents, servants, customers and other invitees shall have the non-exclusive right to use all common facilities, improvements, equipment and services which may now exist or which may hereafter be provided by Landlord at the Airport for the accommodation and convenience of Landlord's customers and tenants, including landing and takeoff facilities, means of ingress and egress to the Premises, other Airport installations, and all other reasonable services which may be provided without charge from time to time by Landlord in operating the Airport ("Common Facilities"). All such Common Facilities shall at all times be under the exclusive control and management of Landlord

and may be rearranged, modified, changed, restricted, closed, or terminated from time to time at Landlord's sole discretion.

B. **Access Gates, Access Easements:** Tenant hereby acknowledges the existence of a certain unrecorded ingress/egress easement crossing the Premises as shown and depicted in Exhibit B - Property Survey (the "Access Easement"). Tenant further acknowledges the purpose of this Access Easement is for vehicular and pedestrian access to and from the Airport Common Facilities by "Landlord's authorized users" via what is commonly known as Airport Gate 3. Tenant shall not at any time block, interfere or otherwise impede the use or access to the Access Easement and/or Airport Gate 3 by any such authorized user of the Airport Common Facilities. Landlord reserves the right, without liability to Landlord or any person or entity acting on Landlord's behalf, to remove or cause to be removed and impounded or confiscated, at Tenant's sole cost and expense, any obstruction (including any aircraft, motor vehicle, tools or equipment) belonging to or otherwise placed by or for Tenant, or any of Tenant's owners, employees, contractors, agents, guests or invitees, that in Landlord's sole opinion block or make unsafe a person's passage, whether on foot or by vehicle, over and across the Access Easement. Tenant's failure to grant unrestricted and safe passage across the Access Easement by Landlord's authorized users of the Airport Common Facilities after receipt of written notice from Landlord is an event of default under this Lease and Landlord may, at its sole discretion, terminate this Lease pursuant to Paragraph 23.B without further notice or action by Landlord other than that required by law.

17. **Special Events:** Landlord may sponsor or hold certain special events, including, but not limited to, air shows and fireworks displays to be conducted on portions of the Airport, which may limit or obstruct access to the Premises and/or to the Airport ("Special Events"). As a material inducement to Landlord to enter into this Lease, and notwithstanding anything to the contrary contained herein, Tenant, on behalf of Tenant and on behalf of all directors, officers, shareholders, partners, principals, employees, agents, contractors, subtenants, licensees or concessionaires of Tenant, and on behalf of any other party claiming any right to use the Leased Premises by, through or under Tenant, hereby: (i) agrees that Landlord has the right to sponsor any or all Special Events and to allow use of portions of the Airport therefor even if the same limit or obstruct access to the Premises and/or to the Airport; (ii) releases, waives and discharges Landlord and Manager, and their respective officials, officers, employees and agents, from all liability for any loss, damage, cost, expense or claim arising or resulting from or pertaining to the limitation or obstruction of access to the Premises and/or to the Airport from the conduct of Special Events and/or activities relating or pertaining thereto, including, without limitation, death, injury to person or property or loss of business or revenue (the "Released Claims"); (iii) covenants not to sue the Landlord or Manager or their respective officials, officers, employees and agents (whether in their official or private capacities) for any Released Claims; (iv) agrees that the terms contained in this Paragraph are intended and shall be construed to be as broad and inclusive as possible under Law; and (v) agrees that if any portion of this Paragraph is held to be invalid or unenforceable, the remainder of this Paragraph shall not be affected thereby, but shall continue in full force and effect.

18. **Rules and Regulations:** Landlord has adopted the Airport Minimum Standards (as defined in Paragraph 12.A, above) and the "Addison Airport Rules and Regulations" (the "Rules and Regulations") which shall govern Tenant's use of and conduct on the Premises and all Common Facilities, a copy of which has been or will be furnished to Tenant. The Airport Minimum Standards and the Rules and Regulations are incorporated by reference as if written verbatim herein, and Tenant agrees to comply fully at all times with them. Landlord shall have and reserves the right, in its sole discretion, to discontinue, amend, modify and alter the Airport Minimum Standards and the Rules and Regulations from time to time, and to adopt other rules, standards, or regulations applicable to the Airport, the Premises and Tenant as Landlord may deem necessary or appropriate, in its sole discretion, including for the purpose of assuring the safety, welfare and convenience of Landlord, Tenant and all other tenants, users, and customers of the Airport.

19. **Signs and Equipment:** After first securing Landlord's approval, Tenant shall have the right from time to time to install signs depicting Tenant's name and to operate radio, communications, meteorological, aerial navigation and other equipment and facilities in or on the Premises that may be reasonably necessary for the operation of Tenant's business, provided such signs and equipment are installed and maintained in compliance with all applicable governmental Laws, and all changes to such Laws, including the Town of Addison's sign ordinance, with the Airport Minimum Standards and the Rules and Regulations, with all provisions of this Lease, and do not interfere with the operation of any navigation facilities or Airport communications (including, without limitation, navigation facilities or Airport communications used or operated by the Federal Aviation Administration).

20. **Landlord's Right of Entry:** Landlord and Landlord's authorized representatives shall have the right, during normal business hours, to enter the Premises: (i) to inspect the general condition and state of repair thereof, (ii) to

make repairs permitted under this Lease, (iii) to show the Premises to any prospective tenant, purchaser, or lender, or (iv) for any other reasonable and lawful purpose. Landlord and Landlord's authorized representatives have the right to enter the Premises at any time in the event of an emergency pertaining to the Premises. During the final one hundred eighty (180) days of the term hereof, Landlord and Landlord's authorized representatives shall have the right to erect and maintain on or about the Premises customary signs advertising the Premises for lease.

21. Indemnity and Exculpation and Release:

A. Exculpation. The Town of Addison, Texas and all other Addison Persons and the Manager Persons (for purposes of this subparagraph A, as the terms "Addison Persons" and "Manager Persons" are defined in subparagraph B below), shall not be liable to Tenant or to any Tenant Persons (for purposes of this subparagraph A, as the term "Tenant Persons" is defined in subparagraph B below), or to any other person whomsoever, for any death or injury to persons or damage to or destruction of property or any other harm on or about the Premises or any adjacent area owned by Landlord caused by or resulting from any act or omission of Tenant or any Tenant Persons or any other person entering the Premises under express or implied invitation of Tenant or any Tenant Persons, or arising out of the use or occupation of the Premises by Tenant or by any Tenant Persons, in the performance of Tenant's obligations hereunder.

B. Tenant's Indemnity Obligation. TENANT AGREES TO AND SHALL FULLY DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO LANDLORD), INDEMNIFY AND HOLD HARMLESS (I) THE TOWN OF ADDISON, TEXAS, AND THE ELECTED OFFICIALS, THE OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND VOLUNTEERS OF THE TOWN OF ADDISON, TEXAS, INDIVIDUALLY OR COLLECTIVELY, IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES (THE TOWN OF ADDISON, TEXAS, AND THE ELECTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE TOWN OF ADDISON, TEXAS EACH BEING AN "ADDISON PERSON" AND COLLECTIVELY THE "ADDISON PERSONS") AND (II) AIRPORT MANAGER AND AIRPORT MANAGER'S OWNERS, OFFICERS, EMPLOYEES AND AGENTS (AIRPORT MANAGER AND AIRPORT MANAGER'S OWNERS, OFFICERS, EMPLOYEES AND AGENTS EACH BEING A "MANAGER PERSON" AND COLLECTIVELY THE "MANAGER PERSONS"), FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, PROCEEDINGS, CAUSES OF ACTION, DEMANDS, LOSSES, LIENS, HARM, DAMAGES, PENALTIES, FINES, LIABILITIES, EXPENSES, LAWSUITS, JUDGMENTS, COSTS, AND FEES (INCLUDING REASONABLE ATTORNEY FEES AND COURT COSTS) OF ANY KIND AND NATURE WHATSOEVER MADE UPON, INCURRED BY, SUFFERED BY, OR ASSERTED AGAINST ANY ADDISON PERSON OR ANY MANAGER PERSON OR THE PREMISES, WHETHER DIRECTLY OR INDIRECTLY, (COLLECTIVELY FOR PURPOSES OF THIS SUBPARAGRAPH B, "DAMAGES"), THAT RESULT FROM, RELATE TO, OR ARISE OUT OF, IN WHOLE OR IN PART, (I) ANY CONDITION OF THE PREMISES CAUSED IN WHOLE OR IN PART BY TENANT OR BY ANY OF TENANT'S OWNERS, DIRECTORS, SHAREHOLDERS, PARTNERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, ENGINEERS, CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, TENANTS, LICENSEES, INVITEES, PATRONS, CONCESSIONAIRES, OR ANY OTHER PERSON OR ENTITY FOR WHOM TENANT IS LEGALLY RESPONSIBLE, AND THEIR RESPECTIVE OWNERS, DIRECTORS, SHAREHOLDERS, PARTNERS, OFFICERS, MANAGERS, EMPLOYEES, AGENTS, REPRESENTATIVES, ENGINEERS, CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, TENANTS, LICENSEES, INVITEES, PATRONS, AND CONCESSIONAIRES, OR ANY OTHER PERSON ACTING BY OR UNDER THE AUTHORITY OR WITH THE PERMISSION OF TENANT, TENANT'S TENANTS, OR ANY OTHER PERSON ENTERING THE PREMISES UNDER EXPRESS OR IMPLIED INVITATION OF TENANT DURING THE LEASE TERM (COLLECTIVELY, "TENANT PERSONS"), (II) ANY CONSTRUCTION OR REPAIR TO THE PREMISES, OR THE PREMISES BECOMING OUT OF REPAIR DUE TO THE FAULT OF TENANT OR ANY TENANT PERSONS, FOR ANY REASON INCLUDING BY FAILURE OF EQUIPMENT, PIPES, OR WIRING, OR BROKEN GLASS, OR BY THE BACKING UP OF DRAINS, OR BY GAS, WATER, STEAM, ELECTRICITY OR OIL LEAKING, ESCAPING OR FLOWING INTO THE PREMISES, REGARDLESS OF THE SOURCE, OR BY DAMPNESS OR BY FIRE, EXPLOSION, FALLING PLASTER OR CEILING, (III) REPRESENTATIONS OR WARRANTIES BY TENANT UNDER THIS LEASE, AND/OR (IV) ANY ACT OR OMISSION OF TENANT OR ANY TENANT PERSONS UNDER, IN CONNECTION WITH, OR IN THE PERFORMANCE OF, THIS LEASE. SUCH DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SHALL AND DOES INCLUDE DAMAGES ALLEGED OR FOUND TO HAVE BEEN CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE TOWN OF ADDISON, TEXAS, ANY OTHER ADDISON PERSON, THE AIRPORT MANAGER, OR ANY OTHER MANAGER PERSON, OR BY ANY ACT OR OMISSION BY THE TOWN OF ADDISON, TEXAS, ANY OTHER ADDISON PERSON, THE AIRPORT MANAGER, OR ANY OTHER MANAGER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

TENANT SHALL PROMPTLY ADVISE LANDLORD IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE TOWN OF ADDISON, ANY OTHER ADDISON PERSON, ANY MANAGER PERSON, OR TENANT OR ANY TENANT PERSON RELATED TO OR ARISING OUT OF TENANT'S ACTIVITIES UNDER THIS LEASE AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT TENANT'S SOLE COST AND EXPENSE. THE ADDISON PERSONS AND MANAGER PERSONS, AS THE CASE MAY BE, SHALL HAVE THE RIGHT, AT THE ADDISON PERSONS' OR MANAGER PERSONS' (AS THE CASE MAY BE) OPTION AND AT THEIR OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING TENANT OF ANY OF ITS OBLIGATIONS HEREUNDER.

C. **Release.** TENANT HEREBY RELEASES THE TOWN OF ADDISON, TEXAS AND ALL OTHER ADDISON PERSONS (AS THE TERM "ADDISON PERSONS" IS DEFINED IN SUBPARAGRAPH B. OF THIS PARAGRAPH 21) AND AIRPORT MANAGER AND ALL OTHER MANAGER PERSONS (AS THE TERM "MANAGER PERSONS" IS DEFINED IN SUBPARAGRAPH B. OF THIS PARAGRAPH 21) FROM, AND AGREES THAT THE TOWN OF ADDISON, TEXAS AND ALL OTHER ADDISON PERSONS, AND AIRPORT MANAGER AND ALL OTHER MANAGER PERSONS, SHALL NOT BE LIABLE TO TENANT OR ANY TENANT PERSONS (AS THE TERM "TENANT PERSONS" IS DEFINED IN SUBPARAGRAPH B. OF THIS PARAGRAPH 21) FOR (I) ANY DEATH OR INJURY TO ANY PERSON OR PERSONS OR DAMAGE TO OR DESTRUCTION OF PROPERTY OF ANY KIND RESULTING FROM THE PREMISES BECOMING OUT OF REPAIR OR BY DEFECT IN OR FAILURE OF EQUIPMENT, PIPES, OR WIRING, OR BROKEN GLASS, OR BY THE BACKING UP OF DRAINS, OR BY GAS, WATER, STEAM, ELECTRICITY OR OIL LEAKING, ESCAPING OR FLOWING INTO THE PREMISES, REGARDLESS OF THE SOURCE, OR BY DAMPNES OR BY FIRE, EXPLOSION, FALLING PLASTER OR CEILING OR FOR ANY OTHER REASON WHATSOEVER, AND FOR (II) ANY LOSS OR DAMAGE THAT MAY BE OCCASIONED BY OR THROUGH THE ACTS OR OMISSIONS OF OTHER TENANTS OF LANDLORD OR CAUSED BY OPERATIONS IN CONSTRUCTION OF ANY PRIVATE, PUBLIC OR QUASI-PUBLIC WORK.

D. THE PROVISIONS OF THIS PARAGRAPH 21 SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS LEASE AGREEMENT.

22. Environmental Compliance:

A. No Storage or Disposal: Tenant shall not install, store, use, treat, transport, discharge or dispose (or permit, allow, or acquiesce in the installation, storage, use, treatment, transportation, discharge or disposal by Tenant or by any Tenant Persons) on the Premises or any portion of the Common Facilities, any: (a) asbestos in any form; (b) urea formaldehyde foam insulation; (c) transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of 50 parts per million; or (d) any other chemical, material, air pollutant, toxic pollutant, waste, or substance which is regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq., as amended or superseded), the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §9601 et seq., as amended or superseded), the Hazardous Materials Transportation Act (49 U.S.C. §5101 et seq., as amended or superseded), the Toxic Substances Control Act (15 U.S.C. §2601 et seq., as amended or superseded), the Clean Air Act (42 U.S.C. §7401 et seq., as amended or superseded), and/or the Clean Water Act (33 U.S.C. §1251 et seq., as amended or superseded) (and any regulations promulgated pursuant to the foregoing Laws), or any other federal, state, county, regional, local or other governmental Laws, or which, even if not so regulated may or could pose a hazard to the health and safety of the occupants of the Premises and/or any portions of the Common Facilities, and which is either: (i) in amounts in excess of that permitted or deemed safe under applicable Law; or (ii) in any manner which is prohibited or deemed unsafe under applicable Law. (The substances referred to in the foregoing (a), (b), (c) or (d) are collectively referred to hereinafter as "Hazardous Materials").

B. Cleanup Laws; Tenant's Indemnity Obligation:

1. Tenant shall, at Tenant's sole cost and expense, comply with any presently existing or hereafter enacted Laws (including all rules, standards, regulations, or policies relating to Hazardous Materials (collectively, "Cleanup Laws"). In furtherance and not in limitation of the foregoing, Tenant shall, at Tenant's sole cost and expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority (the "Authority") under the Cleanup Laws. Should any Authority require that a cleanup plan be prepared and that a cleanup be undertaken because of the existence of Hazardous Materials which were installed, stored, used, treated, transported, disposed of or discharged on the Premises and/or any portion of the Common Facilities by (i) Tenant, or by (ii) any of Tenant's owners, directors,

shareholders, partners, managers, officers, employees, agents, representatives, engineers, consultants, contractors, subcontractors, tenants, licensees, invitees, patrons, concessionaires, or any other person or entity for whom Tenant is legally responsible, and/or their respective owners, directors, shareholders, partners, officers, managers, employees, agents, representatives, engineers, consultants, contractors, subcontractors, tenants, licensees, invitees, patrons, and concessionaires, or by (iii) any person acting by or under the authority or with the permission of Tenant, Tenant's tenants, or any other person entering the Premises under express or implied invitation of Tenant during the Term of this Lease, Tenant shall, at Tenant's own cost and expense, prepare and submit the required plans and financial assurances and carry out the approved plans in accordance with such Cleanup Laws and to Landlord's satisfaction. At no cost or expense to Landlord, Tenant shall promptly provide all information requested by Landlord for preparation of affidavits or other documents required by Landlord to determine the applicability of the Cleanup Laws to the Premises and/or any portion of the Common Facilities, as the case may be, and shall sign the affidavits promptly when requested to do so by Landlord.

2. **Tenant's Indemnity Obligation.** WITHOUT LIMITING ANY OTHER INDEMNITY, HOLD HARMLESS, AND DEFENSE OBLIGATION OF TENANT SET FORTH IN THIS LEASE, TENANT AGREES TO AND SHALL FULLY DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO LANDLORD), INDEMNIFY, AND HOLD HARMLESS THE TOWN OF ADDISON, TEXAS AND ALL OTHER ADDISON PERSONS (AS THE TERM "ADDISON PERSONS" IS DEFINED IN SUBPARAGRAPH B OF PARAGRAPH 21, ABOVE), AND THE MANAGER PERSONS (AS THE TERM "MANAGER PERSONS" IS DEFINED IN SUBPARAGRAPH B OF PARAGRAPH 21, ABOVE), FROM AND AGAINST, AND REIMBURSE THE TOWN OF ADDISON, TEXAS, ALL OTHER ADDISON PERSONS, THE AIRPORT MANAGER AND ALL OTHER MANAGER PERSONS (AS THE CASE MAY BE) FOR, ANY AND ALL OBLIGATIONS, DAMAGES, INJUNCTIONS, FINES, PENALTIES, DEMANDS, CLAIMS, COSTS, FEES, CHARGES, EXPENSES, ACTIONS, CAUSES OF ACTION, JUDGMENTS, LIABILITIES, SUITS, PROCEEDINGS, HARM, AND LOSSES OF WHATEVER KIND OR NATURE (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COURT COSTS), AND ALL CLEANUP OR REMOVAL COSTS AND ALL ACTIONS OF ANY KIND, MADE UPON, INCURRED BY, SUFFERED BY, OR ASSERTED AGAINST ANY ADDISON PERSON OR ANY MANAGER PERSON OR THE PREMISES, WHETHER DIRECTLY OR INDIRECTLY, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE INSTALLATION, STORAGE, USE, TREATMENT, TRANSPORTING, DISPOSAL OR DISCHARGE OF HAZARDOUS MATERIALS IN, ON, UNDER, ABOVE, OR TO THE PREMISES AND/OR ANY PORTION OF THE COMMON FACILITIES OR ANY PORTION OF THE AIRPORT OR ADJACENT PROPERTIES BY TENANT OR BY ANY TENANT PERSONS (AS THE TERM "TENANT PERSONS" IS DEFINED IN SUBPARAGRAPH B OF PARAGRAPH 21, ABOVE); AND FROM ALL FINES, PENALTIES, SUITS, JUDGMENTS, PROCEDURES, PROCEEDINGS, CLAIMS, ACTIONS, AND CAUSES OF ACTION OF ANY KIND WHATSOEVER ARISING OUT OF TENANT'S OR ANY OF TENANT PERSONS' FAILURE TO PROVIDE ALL INFORMATION, MAKE ALL SUBMISSIONS AND TAKE ALL STEPS REQUIRED BY THE AUTHORITY UNDER THE CLEANUP LAWS OR ANY OTHER LAW, RULES, REGULATION, STANDARD, ORDER, OR POLICY (ENVIRONMENTAL OR OTHERWISE). SUCH DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SHALL AND DOES INCLUDE DAMAGES ALLEGED OR FOUND TO HAVE BEEN CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE TOWN OF ADDISON, TEXAS, ANY OTHER ADDISON PERSONS, THE AIRPORT MANAGER OR ANY OTHER MANAGER PERSONS, OR BY ANY ACT OR OMISSION OF OR BY THE TOWN OF ADDISON, TEXAS, ANY OTHER ADDISON PERSONS, THE AIRPORT MANAGER OR ANY OTHER MANAGER PERSONS THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

TENANT'S OBLIGATIONS AND LIABILITIES UNDER THIS SUBPARAGRAPH SHALL CONTINUE (AND SURVIVE THE TERMINATION OR EXPIRATION OF THIS LEASE) SO LONG AS THERE MAY BE HAZARDOUS MATERIALS AT THE PREMISES AND/OR ANY PORTION OF THE COMMON FACILITIES OR ANY PORTION OF THE AIRPORT OR ADJACENT PROPERTIES, THAT WERE INSTALLED, STORED, USED, TREATED, TRANSPORTED, DISPOSED OF OR DISCHARGED DURING THE LEASE TERM BY TENANT OR ANY OF TENANT PERSONS. IN ADDITION TO AND NOT IN LIMITATION OF LANDLORD'S OTHER RIGHTS AND REMEDIES, TENANT'S FAILURE TO ABIDE BY THE TERMS OF THIS PARAGRAPH 22 SHALL BE RESTRAINABLE BY INJUNCTION.

C. **Environmental Notices:** Tenant shall promptly supply Landlord and Airport Manager with copies of any notices, correspondence and submissions made by Tenant to or received by Tenant from any governmental authorities of the United States Environmental Protection Agency, the United States Occupational Safety and Health

Administration, the FAA, TxDOT, or any other local, state or federal authority that requires submission of any information concerning environmental matters or Hazardous Materials.

D. Survival: Tenant's obligations and liability pursuant to the terms of this Paragraph 22 shall survive the expiration or earlier termination of this Lease.

23. Default by Tenant: Each of the following shall be deemed to be an event of default by Tenant under this Lease:

A. Failure of Tenant to pay any installment of Rent, or to pay or cause to be paid taxes (to the extent Tenant is obligated to pay or cause same to be paid), utilities, insurance premiums, or any other sum payable to Landlord hereunder, on the date that same is due, and such failure shall continue thereafter for a period of ten (10) days (the "10-day Grace Period") and such failure shall not be cured within ten (10) days after written notice thereof (the "Cure Period") to Tenant (which Cure Period may overlap, in whole or in part, the 10 day Grace Period).

B. Failure of Tenant to comply with any term, condition or covenant of this Lease (other than the payment of Rent or other sum of money, or the payment of taxes, utilities or insurance premiums, or other payments Tenant is to make under this Lease) and such failure shall not be cured within thirty (30) days after written notice thereof to Tenant.

C. Tenant shall fail to deliver the Additional Deposit to Landlord within ten (10) days after the delivery by Landlord to Tenant of the Additional Deposit Notice.

D. Tenant, or any guarantor of Tenant hereunder, (i) becomes or is declared insolvent according to any Law, (ii) makes a transfer in fraud of creditors according to any applicable Law, or (iii) assigns or conveys all or a substantial portion of its property for the benefit of creditors.

E. Tenant or any guarantor of Tenant hereunder, files a petition for relief, or is the subject of an order for relief, under the United States Bankruptcy Code, as amended, or any other present or future federal or state insolvency, bankruptcy or similar Laws (collectively "Applicable Bankruptcy Law").

F. Appointment of a receiver or trustee for Tenant (or any guarantor of Tenant hereunder) or Tenant's (or any such guarantor's) property; or the interest of Tenant (or any such guarantor) under this Lease is levied on under execution or under other legal process; or any involuntary petition is filed against Tenant (or any such guarantor) under Applicable Bankruptcy Law (provided, however, that no action described in this subparagraph F, or in subparagraphs D, or E, shall constitute a default by Tenant if Tenant (or any guarantor of Tenant hereunder) shall vigorously contest the action by appropriate proceedings and shall remove, vacate or terminate the action within sixty (60) days after the date of its inception).

G. Abandonment by Tenant of any substantial portion of the Premises or cessation of use of the Premises for the purposes leased.

H. Tenant is in default of any other lease or agreement with, or any permit or license issued by, the Town of Addison, Texas.

24. Remedies of Landlord: Upon the occurrence of any of the events of default listed in Paragraph 23, Landlord, without prejudice to any legal, equitable, or other (including contractual) right or remedy to which it may be entitled, shall have the option to pursue any one or more of the following remedies without notice or demand whatsoever (and using lawful force if necessary or appropriate after providing written notice thereof, if any is required):

A. Terminate this Lease or any of Tenant's rights under this Lease, with or without reentering or repossessing the Premises.

B. Terminate Tenant's right to occupy all or any part of the Premises without terminating this Lease and with or without reentering or repossessing the Premises.

- C. Recover unpaid rent and any Breach Damages (as "Breach Damages" are defined in this Paragraph 24, below).
- D. Change or pick the locks, access codes, or other access control devices, and take any other self-help or judicial action to exclude Tenant and other occupants from the Premises.
- E. Remove and store (at Tenant's sole cost) any property on the Premises at Tenant's sole cost.
- F. Sue for eviction, specific enforcement, equitable relief, rent, damages, or any other available remedy.
- G. Apply the Security Deposit in any manner permitted by this Lease, and/or increase the amount of the Security Deposit.
- H. Cure Tenant's default, and if Landlord so elects, Tenant must reimburse Landlord within thirty (30) days after Landlord delivers an invoice for the cure amounts paid or to be paid plus any reasonable expenses Landlord incurred effecting compliance with Tenant's obligations.
- I. Withhold or suspend any payment that this Lease would otherwise require Landlord to make.
- J. Charge interest on any amount not paid when due through the date of its payment at the Default Interest Rate (as set forth in Paragraph 40).
- K. Recover, but only if Tenant fails to pay Rent and Landlord terminates this Lease or Tenant's right of possession with more than twelve (12) months remaining in the Term of this Lease, liquidated rental damages for the period after any such termination equal to twelve (12) times the monthly Rent due at the time of termination in lieu of any other contractual or legal measure of damages (including re-letting costs) for Tenant's non-payment of Rent, and the parties agree this is a reasonable estimate of Landlord's damages for such a breach given the uncertainty of future market rental rates and of the duration of any vacancy.
- L. Exercise all other remedies available to Landlord at Law, in equity, or otherwise (including, without limitation, injunctive relief and any other remedy available under applicable Law).

For purposes of this Paragraph 24, "Breach Damages" means and includes, without limitation, all actual, incidental, and consequential damages, court costs, interest, and attorneys' fees arising from Tenant's breach or default of this Lease, including, without limitation, the cost to or incurred by Landlord of (a) recovering possession of the Premises, (b) removing and storing the property of Tenant and any other occupant or user of the Premises, (c) re-letting of the Premises (including, without limitation, the costs of brokerage commissions and cleaning, decorating, repairing, or altering the Premises for a substitute tenant or tenants), (d) collecting any money owed by Tenant or a substitute tenant, (e) repairing any damage to the Premises caused by any Tenant or other occupant or user of the Premises, (f) performing any obligation of Tenant under this Lease, (g) any other loss or cost reasonably incurred by Landlord as a result of, or arising from, Tenant's breach of this Lease or Landlord's exercise of its rights and remedies for such breach, (h) any contractual or liquidated type or measure of damages, including but not limited to Rental Deficiency as such is defined below; and (i) any other type or measure of damages recoverable for any particular breach under applicable Law.

For purposes of this Paragraph 24, "Rental Deficiency" means a contractual measure of Breach Damages for Tenant's non-payment of Rent measured by either the (a) actual Rental Deficiency, which is the difference (never less than zero) between (i) the Rent due for, and other Rent allocable under this Lease to, each month beginning with the first month with respect to which Landlord receives Rent from re-letting the Premises, and (ii) the proceeds, if any, that Landlord actually collects from any substitute tenant for any part of the Premises in each corresponding month in which the Term and the term of the substitute tenant's lease overlap; or (b) market Rental Deficiency, which is the present value, discounted at 6% simple annual interest, of the difference (never less than zero) between (i) the rent otherwise due under this Lease during any period after Tenant's breach in which Landlord may elect to recover this damage measure, and (ii) the fair rental value of the Premises during that period, *plus* any costs incurred in connection with any actual or attempted re-letting and any other Breach Damages.

In determining the market Rental Deficiency, the fair rental value will be the total rent that a comparable tenant would pay for comparable space in a building of substantially equivalent quality, size, condition, and location,

considering rental rates and concessions then prevalent in the marketplace, the remaining lease term, the expected vacancy, and any other relevant factors. An independent MAI appraiser selected by Landlord will determine the fair rental value of the Premises, and that determination will conclusively bind the parties in any computation of the market Rental Deficiency.

Unless Landlord delivers signed, written notice thereof to Tenant, no act or omission by Landlord or Airport Manager or their respective officials, officers, employees, or agents will constitute Landlord's acceptance of surrender of the Premises, termination of this Lease, or an actual or constructive eviction of Tenant (including, without limitation, Tenant's delivery of keys to any of Landlord's or Airport Manager's officials, officers, employees, or agents or Landlord's repossession, reentry, or re-letting of the Leased Premises).

Pursuit of any of the foregoing remedies or rights shall not preclude pursuit of any of the other remedies or rights herein provided or any other remedies or rights provided by Law, in equity, or otherwise; nor shall pursuit of any remedy or right herein provided constitute a forfeiture or waiver of any Rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, conditions and covenants herein contained. If any of Tenant's property ("Tenant Property") remains upon the Premises upon the expiration of the Lease term or any earlier termination of this Lease or any repossession of the Premises by Landlord because of Tenant's default under this Lease, Landlord shall have the right to remove such Tenant Property from the Premises and store such Tenant Property, and Tenant shall be obligated to reimburse Landlord for all of the costs incurred by Landlord in removing and storing such Tenant Property. Landlord shall not be required to release any Tenant Property to Tenant until Tenant has paid Landlord all costs incurred by Landlord in removing and storing such Tenant Property and all other amounts owed by Tenant to Landlord pursuant to this Lease, including, without limitation, unpaid rental and costs incurred by Landlord to repair the Premises.

25. Default by Landlord: No default by Landlord hereunder shall constitute an eviction or disturbance of Tenant's use and possession of the Premises or render Landlord liable for damages, of any kind or nature, or entitle Tenant to be relieved from any of Tenant's obligations hereunder (including the obligation to pay Rent) or grant Tenant any right of deduction, abatement, set-off or recoupment, or entitle Tenant to take any action whatsoever with regard to the Premises or Landlord, until thirty (30) days after Tenant has given Landlord written notice specifically setting forth such default by Landlord, and Landlord has failed to cure such default within said thirty (30) day period, or in the event such default cannot be cured within said thirty (30) day period, then within an additional reasonable period of time so long as Landlord has commenced curative action within said thirty (30) day period and thereafter is diligently attempting to cure such default.

In the event that Landlord fails to cure such default within the said thirty (30) day period, or within said the additional reasonable period of time, Tenant shall have the right, as its sole and exclusive remedy, to proceed to cure such default and deduct the cost of curing same plus interest thereon at the rate of ten percent (10%) per annum from the next succeeding Base Rent installment(s) due by Tenant to Landlord hereunder.

If any mortgagee of Landlord has given Tenant its address for notices and specifically requests such notice, Tenant agrees to give the notice required hereinabove to such mortgagee at the time Tenant gives same to Landlord, and to accept curative action, if any, undertaken by such mortgagee as if such curative action had been taken by Landlord.

The liability of Landlord (and all other Addison Persons and all Manager Persons) for any default by Landlord under this Lease shall be limited to an amount equal to twelve (12) months of Base Rent (the amount of such Base Rent being the amount in effect at the time of such default), and Landlord (and all other Addison Persons and all Manager Persons) shall not be otherwise or personally liable for any deficiency, claim, harm, loss, judgment, liability, or for any other matter whatsoever, and Tenant (for itself and all Tenant Persons) fully waives all other rights of recovery against Landlord (and all other Addison Persons and all Manager Persons) and any assets of Landlord (and all other Addison Persons and all Manager Persons).

26. Mitigation of Damages:

A. Landlord and Tenant agree to the following criteria in connection with Landlord's mitigation of damages after a default by Tenant and abandonment of the Premises by Tenant under this Lease (such mitigation, being by means of marketing the Premises for lease, to commence not more than sixty (60) days after Tenant physically vacates the Premises and to continue until the Premises have been relet):

1. Landlord will have no obligation to solicit or entertain negotiations with any other prospective tenant of the Premises until and unless Landlord obtains full and complete possession of the Premises, including without limitation, the final and non-appealable legal right to relet the Premises free of any claim of Tenant.

2. Landlord will not be obligated to offer the Premises to a prospective tenant when other premises suitable for that prospective tenant's use are (or soon will be) available in any other premises located at Addison Airport.

3. Landlord will not have any obligation to lease the Premises for any rental less than the current rate then prevailing for similar space at Addison Airport (or if no similar space is available, the current fair market rental then prevailing for similar space in comparable buildings in the same market area as the Premises) nor shall Landlord be obligated to enter into a new lease under any terms or conditions that are unacceptable to Landlord.

4. Landlord will not be obligated to enter into any lease with any prospective tenant whose reputation is not acceptable to Landlord, in Landlord's sole judgment and opinion.

5. Landlord will not be obligated to enter into a lease with any prospective tenant: (i) which does not have, in Landlord's sole judgment and opinion, sufficient financial resources and operating experience to occupy and operate the Premises in a first class manner and meet its financial obligations; or (ii) whose proposed use of the Premises is not a permitted use under the terms of this Lease.

6. Landlord will not be required to expend any amount of money to alter, remodel or otherwise make the Premises suitable for use by any prospective tenant.

If Landlord makes the Premises available for reletting under the criteria set forth hereinabove, Landlord will be deemed to have fully satisfied Landlord's obligation to mitigate damages under this Lease and under any Law or judicial ruling in effect on the date of this Lease or at the time of Tenant's default, and Tenant hereby **waives and releases**, to the fullest extent legally permissible, any right to assert, in any action by Landlord to enforce the terms of this Lease, any defense, counterclaim, or rights of setoff or recoupment respecting the mitigation of damages by Landlord (or alleged failure by Landlord to adequately mitigate its damages), unless and to the extent Landlord maliciously or in bad faith fails to act in accordance with the requirements of this Paragraph.

No rent collected from a substitute tenant for any month in excess of the Rent due under the Lease for that month will be credited or offset against unpaid Rent for any other month or any other Breach Damages. Tenant stipulates that the mitigation requirements expressed in this Paragraph are objectively reasonable. **TO THE FULLEST EXTENT PERMITTED BY LAW, TENANT WAIVES ANY OTHER OBLIGATION BY LANDLORD TO MITIGATE ITS DAMAGES AFTER TENANT VACATES OR ABANDONS THE PREMISES.**

B. Tenant's right to seek damages as a result of a default by Landlord under this Lease shall be conditioned on Tenant taking all actions reasonably required, under the circumstances, to minimize any loss or damage to Tenant's property or business, or to any of Tenant's officials, officers, employees, agents, invitees, or other third parties that may be caused by any such default of Landlord.

27. Waiver of Subrogation: Each party hereto waives any and every claim which arises or may arise in such party's favor against the other party hereto during the term of this Lease for any and all loss of, or damage to, any of such party's property located within or upon, or constituting a part of the Premises, which loss or damage is covered by valid and collectible casualty, fire and extended coverage insurance policies, to the extent that such loss or damage is recoverable under such insurance policies. Such mutual waivers shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Lease with respect to any loss of, or damage to, property of the parties hereto. Inasmuch as such 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 hereby agrees immediately to give to each insurance company which has issued to such party policies of casualty, fire and extended coverage insurance, written notice of the terms of such mutual waivers, and to cause such insurance policies to be properly endorsed, if necessary, to prevent the invalidation of such insurance coverages by reason of such waivers.

28. Title to Improvements: The Town of Addison, Texas, is the sole owner of the Premises. Any and all improvements made to the Premises by Tenant shall become the property of Landlord upon the expiration or termination of this Lease; provided, however: (i) if Tenant is not then in default hereunder, Tenant shall have the right to remove all personal property, equipment, or removable trade fixtures owned by Tenant from the Premises, but Tenant shall be required to repair any damage to the Premises caused by such removal in a good and workmanlike manner and at Tenant's sole cost and expense; and (ii) Landlord may elect to require Tenant to remove all improvements made to the Premises by Tenant and restore the Premises to the condition in which the same existed on the Commencement Date hereof, in which event Tenant shall promptly perform such removal and restoration in a good and workmanlike manner and at Tenant's sole cost and expense. If Tenant fails or refuses to remove any or all of Tenant's personal property, equipment, and trade fixtures from the Premises on or before the date of the termination of this Lease, the items which Tenant has failed or refused to remove: (i) shall be considered abandoned by Tenant, (ii) shall become the property of Landlord, and (iii) may be disposed of by Landlord in any manner desired by Landlord in Landlord's unfettered discretion.

29. Mechanics' and Materialmen's Liens: TENANT AGREES TO DEFEND, INDEMNIFY AND HOLD LANDLORD HARMLESS OF AND FROM ALL LIABILITY ARISING OUT OF THE FILING OF ANY MECHANICS' OR MATERIALMEN'S LIENS AGAINST THE PREMISES BY REASON OF ANY ACT OR OMISSION OF TENANT OR ANYONE CLAIMING BY, THROUGH, OR UNDER TENANT; AND LANDLORD, AT LANDLORD'S OPTION, MAY SATISFY SUCH LIENS AND COLLECT THE AMOUNT EXPENDED FROM TENANT TOGETHER WITH INTEREST THEREON AS PROVIDED IN PARAGRAPH 40 AS ADDITIONAL RENT; PROVIDED, HOWEVER, THAT LANDLORD SHALL NOT SO SATISFY SUCH LIENS UNTIL THIRTY (30) DAYS AFTER WRITTEN NOTIFICATION TO TENANT OF LANDLORD'S INTENTION TO DO SO AND TENANT'S FAILURE DURING SUCH THIRTY (30) DAY PERIOD TO BOND SUCH LIENS OR ESCROW FUNDS WITH APPROPRIATE PARTIES TO PROTECT LANDLORD'S INTEREST IN THE PREMISES.

30. Title: Tenant enters into this Lease and accepts the Premises subject to: (i) the Airport Minimum Standards and the Rules and Regulations as amended or modified from time to time; (ii) easements, rights-of-way, and other interests in or encumbrances on Property (whether or not recorded) that may affect the Premises; (iii) all Laws promulgated by any governmental authority having jurisdiction over the Premises, and (iv) all of the terms, conditions, and provisions of this Lease.

31. Quiet Enjoyment and Subordination: Landlord represents that Tenant, upon Tenant's payment of the Rent and other payments herein required and provided for, and Tenant's performance of the terms, conditions, covenants and agreements herein contained, shall peaceably and quietly have, hold and enjoy the Premises during the full Term of this Lease; provided, however, that Tenant accepts this Lease subject and subordinate to any recorded mortgage, deed of trust or other lien presently existing upon, or to any other matter affecting, the Premises. Landlord further is hereby irrevocably vested with full power and authority by Tenant to subordinate Tenant's interest hereunder to any mortgage, deed of trust, ground or other lease ("ground lease"), or other lien now existing or hereafter placed on the Premises or to declare this Lease prior and superior to any mortgage, ground lease, deed of trust or other lien now existing or hereafter placed on the Premises (and Tenant agrees upon demand to execute such further instruments subordinating this Lease as Landlord may request), provided such subordination shall be upon the express conditions that (i) this Lease shall be recognized by the mortgagee (or ground lessor or holder of such other lien or interest) and that all of the rights of Tenant shall remain in full force and effect during the full term of this Lease so long as Tenant attorns to the mortgagee, its successor and assigns (or ground lessor or holder of such other lien or interest, their successors and assigns) and pays timely all Rent and other payments due hereunder and performs all of the duties and obligations of Tenant under this Lease; and (ii) in the event of foreclosure or any enforcement of any such mortgage, deed of trust, ground lease, or other lien, the rights of Tenant hereunder shall expressly survive and this Lease shall in all respects continue in full force and effect so long as Tenant shall fully perform all Tenant's obligations under this Lease and attorn to the mortgagee, its successor and assigns (or ground lessor or holder of such other lien or interest, their successors and assigns). Tenant also agrees upon demand to execute further instruments declaring this Lease prior and superior to any mortgage, deed of trust, ground lease, or other lien and specifically providing that this Lease shall survive any foreclosure of such mortgage, deed of trust or other lien, or action to terminate a ground lease affecting the Premises. Upon any foreclosure of any mortgage, deed of trust or other lien now existing or hereafter placed on the Premises (or any sale in lieu thereof), or upon termination of a ground lease affecting the Premises, Tenant agrees to attorn to and recognize as landlord hereunder, the purchaser of Landlord's interest in the Premises at any foreclosure sale (or sale in lieu thereof) pursuant to any such mortgage, deed of trust or other lien, or the ground lessor (in the event of termination

of a ground lease), if Tenant is required to do so by the applicable party (and Tenant agrees to execute an instrument to that effect as may be provided by such applicable party).

32. Access and Egress: Landlord reserves, and Tenant hereby grants to Landlord, the full and unrestricted access to and egress from that portion of the Premises on which buildings or improvements are not located for Landlord, its tenants, employees, guests, patrons, invitees, contractors, suppliers of materials, furnishers of services, its or their equipment, vehicles, machinery and other property, and Manager, its officers, employees and agents, without charge to Landlord or to said persons or entities.

33. Rent on Net Return Basis: It is intended that the rent provided for in this Lease shall be an absolutely net return to Landlord for the term of this Lease, free of any loss, expenses or charges with respect to the Premises including, without limitation, maintenance, repairs, replacement, insurance, taxes and assessments, and this Lease shall be construed in accordance with such intention.

34. Holding Over: Should Tenant, or any of Tenant's successors in interest fail to surrender the Premises, or any part thereof, on the expiration of the term of this Lease, such holding over shall constitute a tenancy from month to month only terminable at any time by either Landlord or Tenant after thirty (30) days' prior written notice to the other, at a monthly rental equal to one hundred fifty percent (150%) of the Base Rent paid for the last month of the Term of this Lease.

35. Waiver of Default: No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Lease shall be deemed to be a waiver of any subsequent default or breach of the same or any other term, condition or covenant contained herein. Landlord will not be deemed to have waived any right or remedy, or Tenant's breach of any obligation under this Lease, unless Landlord delivers a signed writing, addressed to Tenant and explicitly relinquishing that right, remedy or breach. No custom or practice arising during the Term of this Lease will waive, or diminish, Landlord's right to insist upon strict performance of Tenant's obligations. No restrictive endorsement or other statement on or accompanying any check or payment will be deemed an accord and satisfaction or novation, and Landlord will be entitled to accept any such check or payment, without prejudice, to Landlord's rights to recover the full amount due and to exercise its other remedies.

36. Release of Landlord Upon Transfer: All of Landlord's personal liability for the performance of the terms and provisions of this Lease (except for any liability accruing prior to such transfer) shall terminate upon a transfer of the Premises by Landlord, provided that the obligations of Landlord under this Lease are covenants running with the land and shall be binding upon the transferee of Landlord's interest in this Lease and the Premises.

37. Attorneys' Fees: If, on account of any breach or default by Landlord or Tenant of their respective obligations under this Lease, it shall become necessary for the other to employ an attorney to enforce or defend any of such party's rights or remedies hereunder, and should such party prevail, such party shall be entitled to collect reasonable attorneys' fees incurred in such connection from the other party.

38. Financial Information: Tenant agrees that Tenant will from time to time, upon the written request of Landlord during the term of this Lease furnish to Landlord such credit and banking references as Landlord may reasonably request.

39. Estoppel Certificates:

A. Tenant agrees that from time to time, upon not less than thirty (30) days' prior written request by Landlord, Tenant will deliver to Landlord a statement in writing certifying: (i) that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease as modified is in full force and effect and stating the modifications); (ii) the dates to which rent and other charges have been paid; (iii) Landlord is not in default under any term or provision of this Lease or, if then in default, the nature thereof in detail in accordance with an exhibit attached thereto; (iv) that, if requested by Landlord, Tenant will not pay Rent more than one (1) month in advance, (v) that this Lease will not be amended without notice to Landlord's mortgagee (or such other person as Landlord may identify), and (vi) that this Lease will not be terminated by Tenant without the same notice required by this Lease to be furnished by Tenant to Landlord also being furnished by Tenant to Landlord's mortgagee (or such other person as Landlord may identify), and Landlord's mortgagee (or such other person as Landlord may identify) shall have the same opportunity to

cure such default within the curative period as allowed Landlord under this Lease; and (vii) any other information pertaining to Landlord, Tenant, this Lease or the Premises reasonably requested by Landlord.

B. Landlord agrees that from time to time, upon not less than thirty (30) days' prior written request by Tenant, Landlord will deliver to Tenant a statement in writing certifying: (i) that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease as modified is in full force and effect and stating the modifications); (ii) the dates to which Rent and other charges have been paid; and/or (iii) Tenant is not in default under any term or provision of this Lease or if in default the nature thereof in detail in accordance with an exhibit attached thereto.

40. Interest on Tenant's Obligations and Manner of Payment: All monetary obligations of Tenant to Landlord under this Lease remaining unpaid ten (10) days after the due date of the same (if no due date has been established under other provisions hereof, the "due date" shall be the date upon which Landlord demands payment from Tenant in writing) shall bear interest per annum at the lesser of ten percent (10%) or the highest non-usurious rate then allowed by Law (the "Default Interest Rate"), from and after said tenth (10th) day until paid. If more than twice during the term of the Lease Tenant's personal or corporate check is not paid by the bank on which it is drawn for whatever reason, Landlord may require by giving written notice to Tenant that the payment of all future monetary obligations of Tenant under this Lease are to be made on or before the due date by cashier's check, certified check or money order, and the delivery of Tenant's personal or corporate check will no longer constitute payment of such monetary obligations. Any acceptance by Landlord of a personal or corporate check after such notice shall not be deemed or construed as a waiver or estoppel of Landlord to require other payments as required by said notice.

41. Landlord's Lien: In addition to the constitutional and statutory Landlord's liens, **TENANT HEREBY GRANTS TO LANDLORD A SECURITY INTEREST TO SECURE PAYMENT OF ALL RENT DUE HEREUNDER FROM TENANT, UPON ALL GOODS, WARES, EQUIPMENT, FIXTURES, FURNITURE AND OTHER PERSONAL PROPERTY OWNED BY TENANT AND SITUATED IN OR UPON THE PREMISES, TOGETHER WITH THE PROCEEDS FROM THE SALE OR LEASE THEREOF.** Such property shall not be removed without the consent of Landlord until all arrearages in rent then due to Landlord hereunder shall have been paid and discharged. Upon Tenant's failure to pay rent due within ten (10) days after the due date, Landlord may, in addition to any other remedies provided herein or by Law, enter upon the Premises and take possession of any and all goods, wares, equipment, fixtures, furniture and other personal property owned by Tenant and situated on the Premises without liability for trespass or conversion, and sell the same at public or private sale with or without having such property at the sale, after giving Tenant reasonable notice of the time and place of any such sale. Landlord has no right to and has no security interest in and may not take possession of any property which may be situated on the Premises but which is not owned by Tenant, including but not limited to property which may be owned by another and leased and/or loaned to Tenant. Unless otherwise required by Law, notice to Tenant of such sale shall be deemed sufficient if given in the manner prescribed in this Lease at least thirty (30) days before the time of the sale. Any public sale made under this Paragraph shall be deemed to have been conducted in a commercially reasonable manner if held in the Premises or where the property is located, after the time, place and method of sale and a general description of the types of property to be sold have been advertised in a daily newspaper published in Dallas County, Texas, for five (5) consecutive days before the date of the sale. Landlord or Landlord's assigns may purchase at a public sale and, unless prohibited by Law, at a private sale. The proceeds from any disposition dealt with in this paragraph, less any and all expenses connected with the taking of possession, holding and selling of the property including reasonable attorneys' fees and legal expenses), shall be applied as a credit against the indebtedness secured by the security interest granted herein. Any surplus shall be paid to Tenant or as otherwise required by Law, and Tenant shall pay any deficiency forthwith.

Upon request by Landlord, Tenant agrees to execute, as debtor, and deliver to Landlord financing statements in form sufficient as may be necessary to perfect the security interest of Landlord in the aforementioned property and proceeds thereof under the provisions of the Texas Business and Commerce Code. Landlord may at its election at any time file in the appropriate County records a copy of this Lease as a Financing Statement. Landlord, as Secured Party, has all of the rights and remedies afforded a secured party under the Texas Uniform Commercial Code in addition to and cumulative of the landlord's liens and rights provided by Law or by the other terms and provisions of this Lease. The constitutional and statutory liens for rent are expressly reserved; the security interest herein granted is in addition and supplementary thereto.

42. Corporate Execution: If Tenant is a corporation or if this Lease shall be assigned by Tenant to a corporation or if Tenant sublets all or a portion of the Premises to a corporation, such corporation hereby agrees to execute and deliver to Landlord from time to time during the Term of this Lease such instruments as Landlord may reasonably request to evidence: (i) the authority of such corporation to transact business good standing with the State of Texas; and (ii) the authority of the officers of such corporation to execute this Lease or other documents in connection with this Lease.

43. Joint and Several Liability: If more than one person or entity is defined as Tenant in this Lease, all of the duties, obligations, promises, covenants and agreements contained in this Lease to be paid and performed by Tenant shall be the joint and several obligation of all persons or entities defined as Tenant. Each person or entity defined as Tenant agrees that Landlord, in Landlord's sole discretion, may: (i) institute or bring suit against them, jointly and severally, or against any one or more of them; (ii) compromise or settle with any one or more of them for such consideration as Landlord may deem proper; and (iii) release one or more of them from liability hereunder, and that no such action by Landlord shall impair or affect Landlord's rights to collect costs, expenses, losses or damages incurred or suffered by Landlord from the other persons or entities defined as Tenant, or any of them, not so sued, compromised, settled with or released.

44. Certificate of Occupancy: Tenant may take possession of the Premises pursuant to the terms and conditions of this Hangar Lease, however may not occupy the Premises without first being issued a valid Certificate of Occupancy pursuant to the Town of Addison, Texas Code of Ordinances, Part II, Chapter 18, Article II, Division 2, Section 18-53. Tenant may apply for a Certificate of Occupancy any time after the Effective Date of this Agreement. If for any reason, beyond the reasonable control of Tenant, Tenant is unable to secure a Certificate of Occupancy within thirty (30) days prior to the Commencement Date, Tenant may terminate this Lease provided Tenant has given Landlord written notice of all deficiencies preventing the issuance of said Certificate of Occupancy in favor of Tenant and Landlord fails to cure or otherwise resolve the deficiency(ies) within ten (10) business days of Landlord's receipt of Tenant's written notice. Nothing herein contained shall obligate Landlord to install any additional electrical wiring, plumbing or plumbing fixtures, or other fixtures or equipment or any other improvements whatsoever which are not presently existing in the Premises, or which have not been expressly agreed upon by Landlord in writing.

45. Independent Contractor: It is understood and agreed that in leasing, occupying, and operating the Premises, Tenant is acting as an independent contractor and is not acting as agent, partner, joint venturer or employee of Landlord.

46. Force Majeure: In the event performance by Landlord of any term, condition or covenant in this Lease is delayed or prevented by an Act of God, strike, lockout, shortage of material or labor, restriction by any governmental authority, civil riot, flood, or any other cause not within the control of Landlord, the period for performance of such term, condition or covenant shall be extended for a period equal to the period Landlord is so delayed or hindered.

47. Exhibits: All exhibits, attachments, annexed instruments and addenda referred to herein shall be considered a part hereof for all purposes with the same force and effect as if copied verbatim herein.

48. Use of Language; No Third Party Beneficiaries: Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires. For purposes of this Lease, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

Where Landlord consent or approval is required in this Lease, such consent or approval may be given by the City Council of the Town of Addison, Texas or by the City Manager of the Town of Addison.

Except as otherwise set forth in this Lease, this Lease and each of its provisions are solely for the benefit of the parties hereto and are not intended to and shall not create or grant any rights, contractual or otherwise, to any third person or entity.

49. Captions: The captions or headings or paragraphs in this Lease are inserted for convenience only, and shall not be considered in construing the provisions hereof if any question of intent should arise.

50. Successors: The terms, conditions and covenants contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and their respective successors in interest and legal representatives except as otherwise herein expressly provided. All rights, powers, privileges, immunities and duties of Landlord under this Lease including, but not limited to, any notices required or permitted to be delivered by Landlord to Tenant hereunder may, at Landlord's option, be exercised or performed by Landlord's agent or attorney.

51. Severability: The terms and provisions of this Lease are severable, and if any term or provision in this Lease should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby, and the invalid or unenforceable term or provision will be reformed to give effect (to the fullest extent possible) to the parties' intentions in a manner that is legal, valid, and enforceable. It is the parties' intent that the term of this Lease not exceed any statutory limit; if it should be determined that the term of this Lease exceeds such period of time, the term hereof shall be reformed so as to make the term hereof not exceed such period of time.

52. Notices: Any notice or document required to be delivered or given hereunder may be delivered in person or shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage prepaid as registered or certified mail (return receipt requested is optional by sender), addressed to the parties at the addresses indicated below, or at such other addresses as may have theretofore been specified by written notice delivered in accordance herewith.

TO LANDLORD:

Town of Addison, Texas
c/o Airport Manager
16051 Addison Road, Suite 220
Addison, Texas 75001
Attn: Real Estate Manager

TO TENANT:

Metroplex Aircraft Inspections, Inc.
4726 George Haddaway
Addison, Texas 75001

Attn: William Fritsch, Owner

and

Town of Addison, Texas
P.O. Box 9010
5300 Beltline Road
Dallas, TX 75001-9010

53. Fees or Commissions: Each party hereto hereby covenants and agrees with the other that such party shall be solely responsible for the payment of any brokers', agents' or finders' fees or commissions agreed to by such party arising from the execution of this Lease or the performance of the terms and provisions contained herein, **AND SUCH PARTY AGREES TO INDEMNIFY AND HOLD THE OTHER PARTY HARMLESS FROM THE PAYMENT OF ANY SUCH FEES OR COMMISSIONS.**

54. Counterparts: This Lease may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

55. Governing Law and Venue: This Lease and all of the transactions contemplated herein shall be governed by and construed in accordance with the Laws of the State of Texas, without regard to conflict of Law provisions of any jurisdiction; and Landlord and Tenant both irrevocably agree that venue for any dispute concerning this Lease or any of the transactions contemplated herein shall be in any court of competent jurisdiction in Dallas County, Texas, and the parties submit themselves to the jurisdiction of such courts.

56. No Recording: Tenant agrees that Tenant will not record this Lease in the real property records of Dallas County, Texas, without first securing the prior written consent of Landlord, which may be withheld at Landlord's sole discretion. However, Tenant agrees upon the written request of Landlord to execute, acknowledge and deliver to Landlord a short-form lease in recordable form.

57. Diagram: The diagram of the Premises attached hereto as Exhibit C merely evidences existing or contemplated improvements. By attaching such diagram as an exhibit to this Lease, Landlord is in no way contracting or bound to maintain or construct improvements exactly as shown thereon or prohibited from making additional or different improvements.

58. Time of Essence: Time is of the essence in the payment and performance of the duties and obligations imposed upon Tenant by the terms and conditions of this Lease.

59. Survival: All duties and obligations imposed upon Tenant by the terms and conditions of this Lease shall survive the termination or expiration of this Lease until paid or performed.

60. Special Conditions:

Intentionally Left Blank

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

62. Entire Agreement and Amendments: This Lease, consisting of sixty-two (62) Paragraphs and Exhibits A through E attached hereto and made a part hereof, together with the premises and recitals to this Lease set forth above which are incorporated herein, and any other documents incorporated herein (including, without limitation, the Rules and Regulations), embodies the entire agreement between Landlord and Tenant and supersedes all prior agreements and understandings, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. Except as otherwise specifically provided herein, no agreement hereafter made shall be effective to change, modify, discharge or effect an abandonment of this Lease, in whole or in part, unless such agreement is in writing and signed by or on behalf of the party against whom enforcement of the change, modification, discharge or abandonment is sought.

EXECUTED as of the day, month and year first above written.

LANDLORD:

TOWN OF ADDISON, TEXAS
a home-ruled municipality

TENANT:

**METROPLEX AIRCRAFT
INSPECTIONS, INC.,** a Texas corporation

By: _____
Wesley S. Pierson, City Manager

By: _____
William Fritsch, Owner

Disclosure of Representation by SAMI Management, Inc.: SAMI and its brokers and salespersons are licensed and regulated by the Texas Real Estate Commission (TREC). SAMI is performing professional services pursuant to a written agreement with the Town of Addison and, among other things, represents the Town of Addison as the owner's agent for Addison Airport in Addison, Texas. SAMI is available to help and assist any prospective tenant and is obligated to treat them ethically and fairly. By law and by contract it cannot represent tenants or prospective tenants and must place the interests of the Town of Addison first. A tenant or prospective tenant should not tell the owner's agent anything the tenant or prospective tenant would not want the Town of Addison to know because the owner's agent must disclose to the owner any material information known to the owner's agent. Furthermore, in respect of the relationship of the parties, SAMI and its brokers and salespersons decline to serve as an intermediary between owner and tenant or prospective tenant. For further information, contact SAMI Management, Inc. at bill.dyer@samimgmt.com or 972-392-4856. A copy of *Information about Brokerage Services* as approved by Texas Real Estate Commission is available upon request.

STATE OF TEXAS
COUNTY OF DALLAS

§
§
§

This instrument was acknowledged before me on _____, 20__ by Wesley S. Pierson, City Manager of the Town of Addison, Texas, a Texas home-ruled municipality, on behalf of the said municipality.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____, 20__.

Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF DALLAS

§
§
§

This instrument was acknowledged before me on _____, 20__ by _____, _____ of _____, a _____.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____, 20__.

Notary Public, State of Texas

EXHIBIT A

Legal Description of Premises

4726 George Haddaway, Addison Airport, Addison, Texas 75001

Metes and Bounds description is not available.

Leased Premises is as depicted in Exhibit "C"

EXHIBIT B

Property Survey

The Premises are located at 4726 George Haddaway, Addison, Texas 75001, also sometimes referred to as ALP #A1 or Property 005A within Addison Airport, Addison, Texas and further described as follows:

Property Survey or Metes and Bounds description is not available.

Leased Premises is as depicted in Exhibit "C"

EXHIBIT C

Aerial Depiction of Premises

Below is a depiction of the proximity of the Premises for informational purposes only and is not to be construed as accurate in area or dimension.



EXHIBIT D

Utility Expense Reimbursement Addendum

ADDENDUM TO THE CONVENTIONAL HANGAR LEASE FOR COMMERCIAL AVIATION USE WITH THE EFFECTIVE DATE OF THE 1st DAY OF JANUARY 2016, CONCERNING THE PREMISES LOCATED AT 4726 GEORGE HADDAWAY, ADDISON AIRPORT, ADDISON, DALLAS COUNTY, TEXAS 75001

A. The party designated below will pay for the following utility charges serving the Premises including any related connection/disconnection charges assessed by the service provided:

(Check or mark once per line. Note: if a check is omitted or not made for any one line item or, if more than one check or mark is made per any one line item, Tenant is the responsible party to procure and pay for such service).

(1)	(2) N/A	(3) Landlord	(4) Tenant	(5) Provided by Landlord & Reimbursed By Tenant (See Exhibit D)	(6) Further Description If Any
1. Water	<input type="checkbox"/>	<input type="checkbox"/>	√	<input type="checkbox"/>	
2. Sewer	<input type="checkbox"/>	<input type="checkbox"/>	√	<input type="checkbox"/>	
3. Electric	<input type="checkbox"/>	<input type="checkbox"/>	√	<input type="checkbox"/>	
4. Gas	<input type="checkbox"/>	<input type="checkbox"/>	√	<input type="checkbox"/>	
5. Telephone/Data	<input type="checkbox"/>	<input type="checkbox"/>	√	<input type="checkbox"/>	
6. Trash	<input type="checkbox"/>	<input type="checkbox"/>	√	<input type="checkbox"/>	
7. Cable	<input type="checkbox"/>	<input type="checkbox"/>	√	<input type="checkbox"/>	
8. Other	<input type="checkbox"/>	<input type="checkbox"/>	√	<input type="checkbox"/>	
9. Other		<input type="checkbox"/>	<input type="checkbox"/>		
10. Other		<input type="checkbox"/>	<input type="checkbox"/>		

The responsible party so designated above (i) may select or change the utility service provider from time to time over the term of the Lease, and (ii) shall be responsible, at its sole cost and expense, for obtaining and maintaining said utility connections at or for the Premises.

B. All utilities to be provided by Landlord and reimbursed by Tenant as indicated above (Column 5) shall be paid as follows:

- In addition to the Base Rent, Tenant will pay Landlord as Additional Rent the costs for the utility services indicated herein and directly attributable or reasonably allocable to the Premises and associated with the referenced accounts (where each account is an account of or for Landlord)

Initialed By Tenant: _____

2. Each month Landlord shall submit to Tenant an invoice for all such utility costs, including taxes, fees and other related costs, billed to Landlord for the preceding billing cycle. Tenant shall pay, as Additional Rent, the amount of each such invoice no later than the first day of the month following the date of the invoice (and the obligation to pay the invoice for the last month (or partial month) of this Hangar Lease shall survive the expiration or termination of this Hangar Lease). Landlord agrees to reasonably cooperate with Tenant in the event Tenant, at Tenant's sole cost, should desire to inquire about, or to protest or appeal, the charges being assessed by the utility service provider. To this end, Tenant shall give Landlord prior written notice of any such protest or appeal, and resolution thereof.

3. Landlord agrees not to assess any rebilling or administrative service fees for utility costs covered under this addendum.

4. Tenant's failure to timely pay said utility costs as Additional Rent shall be deemed to be an event of default by Tenant under the Lease. Landlord reserves all rights and remedies available to it under the Lease and by Law to collect all Rent due.

Initialed By Tenant: _____

EXHIBIT E

4726 George Haddaway
Addison, Texas

Maintenance and Repair Responsibilities

	<u>Landlord</u>	<u>Tenant</u>	<u>Comment</u>
Ground Maintenance			
Building & Gate Locksmithing & Security	Maintains Public Access Gate 3	All, as required by Tenant's use and all Laws, including ordinances, rules and regulations. All doors and gates leading to Airport Operations Area are to be kept secured at all times.	
Fencing	Landlord maintains Airport perimeter fence (damage to such fence caused by or resulting from any of Tenant's, or its guests' and invitees, acts or omissions shall be paid for by Tenant)	All other fencing upon the Premises, if any, is Tenant's responsibility.	
Landscaping & Lawn Care		All turf, beds and planters within the Premises	
Landscape Irrigation		Minimum requirements by City ordinance	
Pavement - Parking	Structural repairs and reconstruction	Regular sweeping and snow removal. Any damage other than that resulting from normal wear and tear. Painting and striping as required for intended use or required by ordinance or otherwise by Landlord with Landlord's prior written consent.	
Pavement - Ramp	Structural repairs and reconstruction	Regular sweeping and snow removal. Any damage other than that resulting from normal wear and tear. Painting and striping as required for intended use, safe operations or as required by Landlord and with Landlord's prior written	

	<u>Landlord</u>	<u>Tenant</u>	<u>Comment</u>
		consent.	
Trash Dumpster	Landlord to approve location in advance.	To be provided at Tenant's sole cost and expense and kept within the Premises unless otherwise authorized in writing by Landlord.	
Trash Dumpster screening, if required	Landlord to approve location, design and material used.	Constructed and maintained at Tenant's sole cost and expense.	
<u>Building Shell</u>			
Garage Overhead & Service Doors	Major repairs and replacement if required at sole discretion of Landlord.	General preventive maintenance and basic service.	(damage caused by or resulting from Tenant, Tenant's employees, or its guests' and invitees, acts or omissions shall be paid for by Tenant)
Hangar Doors	Major repairs and replacement if required at sole discretion of Landlord	General preventive maintenance and basic service.	(damage caused by or resulting from Tenant, Tenant's employees, or its guests' and invitees, acts or omissions shall be paid for by Tenant)
Hangar Floor	Major repairs and replacement if required at sole discretion of Landlord.	General preventive maintenance, sweeping, cleaning and safety markings as required by Landlord.	
Building & Hangar Insulation, if existing	Major repairs and replacement if required at sole discretion of Landlord.	General preventive maintenance, repair and replacement where required.	
Painting and cleaning of building exterior	Performed by Landlord at Landlord's sole expense and discretion.	General preventive maintenance, repair and replacement where required.	

	<u>Landlord</u>	<u>Tenant</u>	<u>Comment</u>
Repairs to exterior siding building, fascia, trim, etc.	Performed by Landlord at Landlord's sole expense and discretion	General preventive maintenance, repair and replacement where required.	(damage caused by or resulting from Tenant, Tenant's employees, or its guests' and invitees, acts or omissions shall be paid for by Tenant)
Window and Glass Curtain Walls	Major repairs and replacement when required at sole discretion of Landlord.	General preventive maintenance, repair and replacement where required.	(damage caused by or resulting from Tenant, Tenant's employees, or its guests' and invitees, acts or omissions shall be paid for by Tenant)
Roof	Major repairs and replacement when required at sole discretion of Landlord.	No penetrations without Landlord's prior written approval.	
Roof rain-gutters and downspouts	Major repair and replace as required.	General preventive maintenance, repair and replacement where required.	
Interior - Finish-out			
Interior Doors	Major repairs and replacement when required at sole discretion of Landlord.	General preventive maintenance, repair and replacement where required.	(damage caused by or resulting from Tenant, Tenant's employees, or its guests' and invitees, acts or omissions shall be paid for by Tenant)
Office/shop space flooring and floor cover	Major repairs and replacement at sole discretion of Landlord.	Major repair and replacement with Landlord's prior consent General preventive maintenance, cleaning, repair and replacement where required.	(damage caused by or resulting from Tenant, Tenant's employees, or its guests' and invitees, acts or omissions shall be paid for by Tenant)

	<u>Landlord</u>	<u>Tenant</u>	<u>Comment</u>
Painting Interior		Repainting similar to existing condition. Major change in color, texture and material must be with Landlord's prior written consent. General preventive maintenance, cleaning, repair and replacement where required.	
Walls & Ceilings	Major repairs and replacement at sole discretion of Landlord.	Repainting or repairing similar to existing condition. Major change in color, texture and material must be with Landlord's prior written consent. General preventive maintenance, cleaning, repair and replacement where required.	(damage caused by or resulting from Tenant, Tenant's employees, or its guests' and invitees, acts or omissions shall be paid for by Tenant)
Building Systems			
Air Compressor		Tenant's full responsibility.	
Electrical Systems	Major repairs and replacement at sole discretion of Landlord.	General maintenance and repair. Replacement or material change only with Landlord's prior written consent.	(damage caused by or resulting from Tenant, Tenant's employees, or its guests' and invitees, acts or omissions shall be paid for by Tenant)
Exterior Lighting & maintenance	Major repairs and replacement at sole discretion of Landlord.	General maintenance and repair. Replacement or material change only with Landlord's prior written consent.	
Hangar light repair and replacement	Major repairs and replacement at sole discretion of Landlord.	General maintenance and repair. Replacement or material change only with Landlord's prior written consent.	
HVAC	Major repairs and replacement at sole discretion of Landlord.	General maintenance and repair. Replacement or material change only with Landlord's prior written consent.	(damage caused by or resulting from Tenant, Tenant's employees, or its guests' and invitees, acts or omissions shall be paid for

	<u>Landlord</u>	<u>Tenant</u>	<u>Comment</u>
			by Tenant)
Window a/c units, if any	Major repairs and replacement at sole discretion of Landlord.	General maintenance and repair. Replacement or material change only with Landlord's prior written consent.	(damage caused by or resulting from Tenant, Tenant's employees, or its guests' and invitees, acts or omissions shall be paid for by Tenant)
Plumbing systems	Major repairs and replacement at sole discretion of Landlord.	General maintenance and repair. Replacement or material change only with Landlord's prior written consent.	(damage caused by or resulting from Tenant, Tenant's employees, or its guests' and invitees, acts or omissions shall be paid for by Tenant)
Water heater	Replacement at Landlord's sole discretion.	General maintenance and repair. Replacement with Landlord's prior written consent.	
Storm water drains		Tenant's full responsibility.	(damage caused by or resulting from Tenant, Tenant's employees, or its guests' and invitees, acts or omissions shall be paid for by Tenant)
Grease Traps		Tenant's full responsibility.	
Tapping into Fire Main for fire suppression systems		Tenant's full responsibility with Landlord's prior written consent.	
Other:			

Meeting Date: 12/08/2015

Department: Fire

AGENDA CAPTION:

Discuss, Consider And Approve A **Resolution Authorizing The City Manager To Enter Into Agreements Between The Town Of Addison And The City Of Carrollton, The Town Of Addison And Federal Signal Safety And Security Systems, The Town Of Addison And Harris Corporation And The Town Of Addison And Motorola Solutions, Inc. For The Purchase Of Equipment And Installation Services To Upgrade The Outdoor Warning Sirens** In An Amount Not To Exceed \$100,803.75 For All Four Agreements.

BACKGROUND:

As part of the consolidated dispatch project, it was discovered that it is not technically feasible to move existing outdoor warning siren (OWS) system activation equipment to the new NTECC 911 Center and the leadership did not want multiple systems for their staff to have to learn and operate or to have as possible points of failure during time sensitive emergencies. The decision was made by the NTECC leadership team(NTECC Executive Director, IT Director, Training Coordinator, QA/Records Coordinator, IT Directors from each city and Emergency Managers from each city) for all four cities to migrate to one OWS system. To activate the town's existing outdoor warning system from the NTECC, the Town of Addison is required to upgrade existing siren and related communication equipment in an amount not to exceed \$100,803.75.

The cities of Carrollton and Coppell operate Federal Signal OWS and have the software and license for that system, that can accommodate the additional users with the master controls to be located at NTECC. The leadership team at NTECC and local emergency management staff choose Federal Signal as the primary provider.

To operate Federal Signal equipment with Addison's existing siren system, many components including the encoder needed to be upgraded. In addition, to operate the Federal Signal system equipment with one master control from NTECC, and to transmit to each individual city, additional hardware and dispatch console components are required by Harris Radio, the existing 800 mhz radio system backbone. Further research revealed that Addison would also need to replace its current OWS VHF radio transmitter, since it was not compatible with the proposed Federal Signal equipment, so a quote was received from Motorola Radio and associated quote from the Carrollton radio shop for that install.

The plan will reuse as much of the existing OWS equipment as possible, including poles, radio receivers at siren sites, siren speakers, antennas, cabling, and coax. If components are found to be bad during install and testing of the new equipment, there may be additional cost from Federal Signal on specific items, such as replacement siren

speakers.

The sirens are tested monthly with no recent maintenance issues. Based upon discussions with the vendor, staff doesn't expect the cost to exceed \$15,000 worst case scenario if malfunctioning parts are discovered. Any increase or decrease of the original award by more than \$50,000 or 25% (whichever is lower) will come back to Council for approval.

The town's attorney has prepared purchasing agreements for the equipment, installation, training, and programing as follows:

1. Agreement by and between the Town of Addison and Federal Signal Safety and Security Systems (\$84,823.00)
2. Agreement by and between the Town of Addison and Motorola Solutions (\$949.30)
3. Agreement by and between the Town of Addison and Harris Corporation (\$13,063.50)
4. Agreement by and between the Town of Addison and the City of Carrollton (\$1,967.95)

Funding for this project is through a bond program. As of 30 days ago, staff was informed that there is approximately \$750,000 remaining in the radio system/dispatch bond project with the major expenses accounted for already.

RECOMMENDATION:

Staff recommends approval.

Fiscal Impact

Budgeted Yes/No: No

Funding Source: Radio System/Dispatch Center Bond Project

Amount: \$100,803.75

Attachments

Motorola Quote

Harris Radio quote

Federal Signal quote

Carrollton-Xerox Radio Shop

Federal Signal sole source letter

Resolution



Quote Number: QU0000338707
Effective: 26 OCT 2015
Effective To: 25 DEC 2015

Bill-To:

ADDISON, TOWN OF
P O 9010
ADDISON, TX 75001
United States

Attention:

Name: John O'Neal
Phone: (972) 450-7203

Sales Contact:

Name: Bobby Thompson
Email: bthompson@dfwcomm.com
Phone: 4692363743

Contract Number: HGAC
Freight terms: FOB Destination
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	1	AAM02JQH9JA1AN	XPR 2500 136-174 45W 128CH AD	\$718.33	\$646.50	\$646.50
2	1	HPN4007D	POWER SUPPLY 14V 15A UNI 110/240 YAC	\$296.00	\$236.80	\$236.80
3	1	GLN7326A	DESKTOP TRAY W/SPKR	\$82.50	\$66.00	\$66.00

Total Quote in USD \$949.30

HGAC CONTRACT RA05-15 PRICING

- PO Issued to Motorola Solutions Inc. must:
- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)



Harris Corporation, RF Communications
 Public Safety and Professional Communications
 8105 N Belt Line Road
 Irving, TX 75063

Customer Name: City of Addison - OWS

Date: 10/1/2015

Customer Point of Contact: John O'Neal

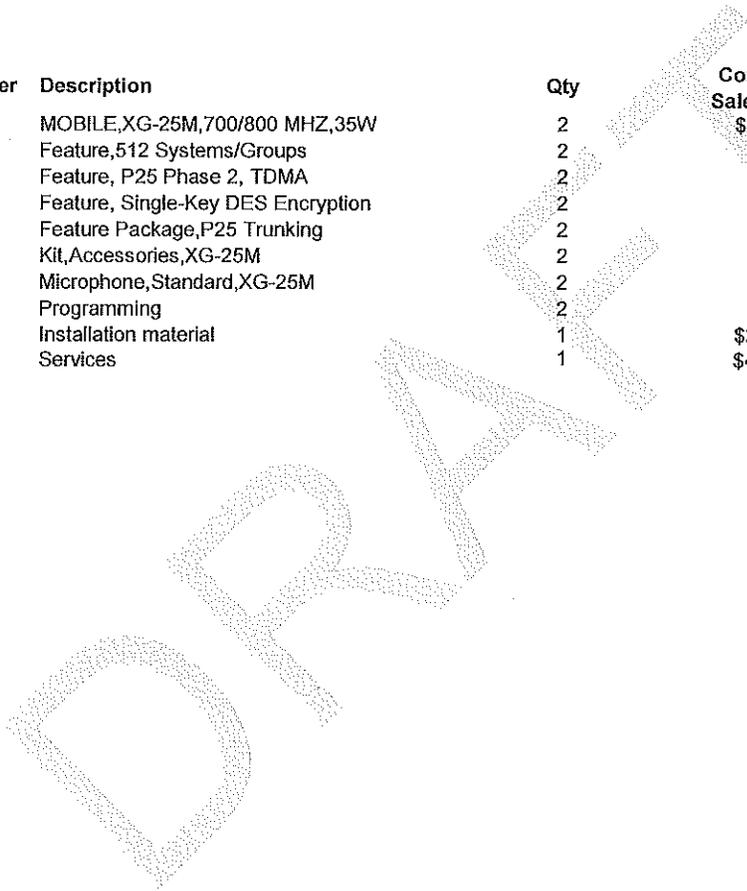
Harris Point of Contact: Deborah Morris
 Title: Sr. Program Manager

Address: 3723 Valley View Lane,
 City, State, Zip: Farmers Branch, Texas 75244
 Telephone Number: (972) 919-9306
 Email Address: joneal@addisontx.gov

Phone: 972-765-8871
 Email Address: deborah.morris@harris.com
 Quote created by: Deborah Morris

Quote Name: 2015-10-01 Farmers Branch

Item	Model Number	Description	Qty	Contract Sale Price	Extended Sale Price
1	DM-M78B	MOBILE,XG-25M,700/800 MHZ,35W	2	\$2,954.25	\$5,908.50
2	DM-PL7Z	Feature,512 Systems/Groups	2	included	\$0.00
3	DM-PL4F	Feature, P25 Phase 2, TDMA	2	included	\$0.00
4	DM-PL4U	Feature, Single-Key DES Encryption	2	included	\$0.00
5	DM-PKGPT	Feature Package,P25 Trunking	2	included	\$0.00
6	DM-ZN9X	Kit,Accessories,XG-25M	2	included	\$0.00
7	DM-MC9R	Microphone,Standard,XG-25M	2	\$60.00	\$120.00
8		Programming	2	\$65.00	\$130.00
9		Installation material	1	\$2,341.00	\$2,341.00
10		Services	1	\$4,564.00	\$4,564.00
					\$13,063.50



Terms and Conditions:

- Orders resulting from this quote are subject to the terms and conditions of the System Purchase Agreement between the City of Farmers Branch, TX and Harris Corporation, RF Communications Division, dated June 27, 2013.
- This document contains Harris Corporation proprietary information. All information provided shall not be disclosed nor duplicated for any purpose other than to evaluate this proposal. No further disclosure, reproduction, or use of any part thereof may be made except with Harris' prior written approval.
- These items/technical data are controlled by the United States government and cannot be exported from the United States or shared with a Foreign National without prior approval from the United States government. Delivery is dependent on receipt of an export license, when applicable.
- Pricing does not include installation, programming, taxes (if applicable), or shipping (if applicable) unless detailed above. These items may be waived based on the terms and conditions which are applicable to this quote.



Harris Corporation, RF Communications
Public Safety and Professional Communications
8105 N Belt Line Road
Irving, TX 75063

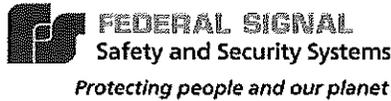
Customer Point of Contact: John O'Neal
Address: 3723 Valley View Lane,
City, State, Zip: Farmers Branch, Texas 75244
Telephone Number: (972) 919-9306
Email Address: joneal@addisontx.gov

Harris Point of Contact: Deborah Morris
Title: Sr. Program Manager
Phone: 972-765-8871
Email Address: deborah.morris@harris.com
Quote created by: Deborah Morris

Quote Name: 2015-10-01 Farmers Branch

Item	Model Number	Description	Qty	Contract Sale Price	Extended Sale Price
5.		<i>Pricing valid 30 days from quotation date unless otherwise noted.</i>			

DRAFT



2645 Federal Signal Drive
 University Park, Illinois 60484-0975
 800.548.7229
 alertnotification.com

Contact Name: Chief John O'Neal
 Customer: City of Addison
 Address: 4798 Airport Parkway
 City: Addison State: TX
 Country: USA
 Office Phone: (972) 450-7203

Zip: 75001
 E-mail: joneal@addisontx.gov
 Mobile Phone: (972) 965-0713

Quotation No.: ANS
 101615101301
 Reference quote no. on your order

Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below.
 Delivery schedule cannot be established until radio information is supplied, if applicable.

Item No.	Qty.	Federal Model/ Part No.	Description	Unit Price	Total
City of Addison, TX Project					
(6) UVTDH Siren Control Units					
1	6	UVTDH	DIGITAL, 2-WAY, HI BND, 120V	\$5,437.00	\$32,622.00
2	24	UV400	AMPLIFIER - 400W	\$582.00	\$13,968.00
3	6	OMNI-4	ANTENNA, 152-156MHZ VHF	\$342.00	\$2,052.00
4	6	AMB-P	ANTENNA MOUNTING BRACKET, POLE	\$115.00	\$690.00
5	6	TK-I-DCCTR-CU	DCFC/UV Controller Install, Custom, Per Specifications	\$4,120.00	\$24,720.00
6	6	TK-I-CUSTINS	INSPECT CURRENT ATI SIREN SPEAKER DRIVERS	\$180.00	\$1,080.00
7	1	ES-FREIGHT	SHIPPING FEES	\$2,190.00	\$2,190.00
		Note:	Quote does not include Digital Voice Chips.		
		Note:	Quote includes new batteries.		
		Note:	During installation, existing speaker drivers will be checked, and if any are found defective, they will be replaced at an additional cost.		
		Note:	Existing antenna / coax system will be reused.		
				Siren Equipment:	\$77,322.00
Activation Point - Addison Fire Station					
8	1	SS2000+	DIGITAL DTMF CONTROLLER, DESK MOUNT	\$3,026.00	\$3,026.00
9	1	TK-I-ENCODER-CU	INSTALL SS2000+ ENCODER	\$1,765.00	\$1,765.00
10	1	TK-S-FULOPTPGK	Includes one each of System Optimization and these training sessions: Operator, Administrator & Maintenance	\$2,710.00	\$2,710.00
		Note:	Customer to provide installed and operational VHF base station radio compatible with SS2000+ Encoder.		
		Note:	Customer to provide PC Server at activation point.		
				Activation Equipment:	\$7,501.00
Total Weight:				Total Cost: \$84,823.00	

Prices are firm for 90 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Safety & Security Systems Group, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment. Trenching is additional. Power Clause, bringing power to the equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be additional. See attached Terms sheet.

Delivery: 6-8 Weeks
Freight Terms: FOB - University Park, IL (Factory)
Terms: Equipment - Net 30 Days upon Shipment
 Services - Net 30 Days, as completed

Proposed By: Chris Lopez
Company: Federal Signal Corporation
Address: 2645 Federal Signal Drive
City, State, Zip: University Park, IL 60484
Country: USA
Work Phone: 805-509-5094
Fax:


 Signature:

Approved By:
 Purchase order MUST be made out to:
 Federal Signal Corporation, Alerting & Notification Systems, 2645 Federal Signal Drive, University Park, IL 60484

Accepted By: _____



City of Carrollton
Radio Services
1420 Hutton Dr.
Carrollton, Tx 75006
972-466-5777

Estimate

Number ETOME201

Date 10/26/2015

Bill To
SCOTT WIGLEY
ADDISON FIRE DEPT.

Ship To
SCOTT WIGLEY
ADDISON FIRE DEPT.

PO Number	Terms	Customer #	Service Rep	Project
			Tom Rushing	EW Radios

Description	Quantity/Hours	Price/Rate	Amount
Kenwood TKR-750 50 Watt Base Station	1.00	\$1,558.00	\$1,558.00
Power Supply for Kenwood Base	1.00	\$475.00	\$475.00
19" Rack Shelf BUD-SA-1751-BT	1.00	\$68.95	\$68.95
Polyphaser 67184 IS-B50LN-C2	3.00	\$65.00	\$195.00
Option Plug	2.00	\$15.00	\$30.00
ICT-CS120-20A/HAR4 Power Supply & Case for Harris XG-25	2.00	\$164.00	\$328.00
Programming	2.00	\$65.00	\$130.00
Misc. hardware	1.00	\$40.00	\$40.00
LMR-400 Connectors	3.00	\$12.00	\$36.00
Installation Labor		\$1,140.00	\$1,140.00

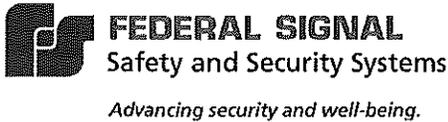
Replace w/ Motorola.

The project will include installing two customer owned Harris radios, interfacing to the EWS controller, sweeping and connecting to existing antennas for three radios, mounting radios on existing racks and all programming.

Discount	\$0.00
Shipping Cost	\$0.00
Sub Total	\$4,000.95

Total

\$4,000.95
1,967.⁹⁵
jas



2645 Federal Signal Drive
University Park, Illinois 60484-0975
800.548.7229
alertnotification.com

October 22, 2015

Town of Addison
Chief John O'Neal
4798 Airport Parkway
Addison, Texas 75001

Dear Chief O'Neal,

Federal Signal Corporation is the sole manufacturer of the proprietary Federal Commander Digital System and the Digital Communications Protocol, which is the foundation of our two-way status monitoring and control system. All new systems and existing system expansions connects to the Federal Commander System to allow for a seamless migration of your Outdoor Warning System.

Only Federal Signal offers the Model UVTDH electronic siren controller, the latest in a long line of dominating control products in the Outdoor Warning Market. Federal Signal manufactures siren controllers capable of operating with our two-way status monitoring and control system (Federal Commander Digital – SFCDWARE) software.

D H Marketing is the sole Manufacturer's Representative for Federal Signal in the State of Texas, and are the only company allowed to sell directly to the end user, on behalf of Federal Signal.

Federal Signal takes pride in being able to offer our customers new technology such as the Commander Software package and UltraVoice Controllers. We are confident that our solution provides exceptional value and the assurance of having a single point of contact for your entire system. If I can answer any additional questions, or be of service in any way, please call me at the number below.

Sincerely,

Chris Lopez
Regional Sales Manager
Federal Signal Corporation, Alert and Notification Systems
(805) 509-5094
clopez@federalsignal.com

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A PURCHASE AGREEMENT BETWEEN TOWN OF ADDISON AND CITY OF CARROLLTON, A PURCHASE AGREEMENT BETWEEN TOWN OF ADDISON AND FEDERAL SIGNAL SAFETY AND SECURITY SYSTEMS, A PURCHASE AGREEMENT BETWEEN TOWN OF ADDISON AND HARRIS CORPORATION, AND A PURCHASE AGREEMENT BETWEEN TOWN OF ADDISON AND MOTOROLA SOLUTIONS, INC., IN THE TOTAL AMOUNT OF \$100,803.75 FOR PURCHASE OF EQUIPMENT AND INSTALLATIONS SERVICES TO UPGRADE THE OUTDOOR WARNING SIRENS, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENTS, AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The Purchase Agreement between Town of Addison and City of Carrollton, in the amount of \$1,967.95 for purchase of equipment and installations services to upgrade the outdoor warning sirens, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved and the City Manager is authorized to execute the agreement.

Section 2. The Purchase Agreement between Town of Addison and Federal Signal Safety and Security Systems, in the amount of \$84,823.00 for purchase of equipment and installations services to upgrade the outdoor warning sirens, a copy of which is attached to this Resolution as **Exhibit B**, is hereby approved and the City Manager is authorized to execute the agreement.

Section 3. The Purchase Agreement between Town of Addison and Harris Corporation, in the amount of \$13,063.50 for purchase of equipment and installations services to upgrade the outdoor warning sirens, a copy of which is attached to this Resolution as **Exhibit C**, is hereby approved and the City Manager is authorized to execute the agreement.

Section 4. The Purchase Agreement between Town of Addison and Motorola Solutions, Inc., in the amount of \$949.30 for purchase of equipment to upgrade the outdoor warning sirens, a copy of which is attached to this Resolution as **Exhibit D**, is hereby approved and the City Manager is authorized to execute the agreement.

Section 5. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 8th day of December, 2015.

Todd Meier, Mayor

ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

AGREEMENT BY AND BETWEEN THE TOWN OF ADDISON, TEXAS AND CITY OF CARROLLTON, TEXAS

This Agreement ("Agreement") is made and entered into this the _____ day of _____, 2015 ("**Effective Date**"), is by and between the **Town of Addison, Texas**, hereinafter called ("Town"), a home rule Texas municipal corporation, and **City of Carrollton, Texas**, hereinafter called ("Contractor").

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

WITNESSETH:

WHEREAS, the Town is currently participating in a consolidated dispatch process with four (4) neighboring municipalities ("Cities"), and this process has revealed the need for the Cities to migrate to one outdoor warning siren system vendor and master controller; and

WHEREAS, in order to effectuate and accommodate this transition, it is necessary for the Town to enter into various agreements with different contractors to modify and/or replace existing equipment related to the outdoor warning siren system, including the Contractor identified in this Agreement; and

WHEREAS, the Contractor is a provider of certain hardware, training and installation services needed for the outdoor warning siren system, as articulated in **Exhibit "A"**, attached hereto and incorporated herein for all purposes; and

WHEREAS, the Town has determined that it is in the best interest of the public to hire Contractor to perform said services as provided herein.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Scope of Services.
The Contractor shall provide such services, equipment, and supplies upon the terms and conditions set forth in the Agreement Documents, hereinafter defined and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide all of the work as specified by the terms and conditions of the Agreement Documents.
2. Terms.
This Agreement shall commence on the Effective Date and terminate upon the Town providing a notice of final completion to the Contractor, subject to the terms and conditions of this Agreement.

The Contractor recognizes that the Agreement shall commence upon the Effective Date and continue in full force and effect until termination in accordance with its provisions. Contractor and Town herein recognize that the continuation of any Agreement after the

close of any given fiscal year of the Town, which fiscal year ends on September 30th of each year, shall be subject to Town Council approval. In the event that the Town Council does not approve the appropriation of funds for the Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder. However, if the Agreement is terminated, Town is obligated to pay all amounts due Contractor based on service performed before termination under the existing Agreement, notwithstanding other provisions of this Agreement. Agreement may be terminated by the Town at any time upon providing Contractor thirty (30) days written notice of the termination date.

3. Termination.

This Agreement may be terminated for any reason or for no reason whatsoever, by either party upon the terminating party giving the non-terminating party at least thirty (30) days written notice of such termination. Upon termination, Contractor shall be paid in accordance with the terms provided herein, unless Contractor is in default of the Agreement.

If any party fails to perform any of its obligations under the Agreement Documents, such failure shall constitute a default. The non-defaulting party shall give the defaulting party written notice of the default. The defaulting party shall have ten (10) business days after the receipt of such notice in which to cure the default. Failure to cure the default shall constitute a breach of this Agreement. In the event of a breach, the non-breaching party may terminate this Agreement and may obtain any remedy available to it at law.

4. Agreement Price and Payment.

In exchange for those goods and services described in the Agreement Documents, the Town agrees to pay Contractor in accordance with **Exhibit "A"**.

On or before the 10th day of each month, Contractor shall submit to Town an invoice for the Services provided by Contractor during the immediately preceding month. Each invoice shall be form and content satisfactory to Town and shall, among other things, include: (i) a specific description of the Services; (ii) such documentation and information as Town may require to verify the accuracy of the invoice; and (iii) the sum of all prior payments under this Agreement and the balance remaining that may be charged to the Services. Charges not in dispute shall be paid within thirty (30) days of receipt of invoice.

Contractor shall keep confidential all records, documents, or other materials that are requested by Town, or required by law, rule, or regulation, to be so maintained. No reports, information, documents, studies, or other materials given to or prepared by Town pursuant to this Agreement which Town requests either orally or in writing to be kept confidential, shall be made available to any third party or entity by Contractor without the prior written consent of Town.

5. Agreement Documents.

The "Agreement Documents", as that term is used herein, shall include the following documents, and this Agreement does hereby expressly incorporate same herein as fully as

if set forth verbatim in the Agreement:

- a. This Agreement; and
- b. Contractor's Quote, attached hereto as **Exhibit "A"**.

This Agreement shall incorporate the terms of all attachments in their entirety. To the extent that **Exhibit "A"** is in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of **Exhibit "A"** shall prevail in that order.

6. Entire Agreement.

The Agreement Documents contain the entire agreement of the parties with respect to the matters contained herein. All provisions of the Agreement Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to the Agreement Documents shall be made except upon the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

7. Insurance.

The Contractor shall procure and keep in full force and effect throughout the term of this Agreement all insurance policies with those coverage amounts deemed necessary by the Town.

8. Counterparts.

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

9. INDEMNIFICATION.

CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "TOWN" FOR PURPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS (INCLUDING COPYRIGHT AND INFRINGEMENT), DEMANDS, DAMAGES, INJURIES (INCLUDING DEATH) LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OR INDIRECTLY OUT OF THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT. THE TOWN WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST TOWN BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS

AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, TOWN SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY TOWN, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY TOWN IN WRITING. TOWN RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, TOWN IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY TOWN IS NOT TO BE CONSTRUED AS A WAIVER OF TOWN'S OBLIGATION TO DEFEND TOWN OR AS A WAIVER OF TOWN'S OBLIGATION TO INDEMNIFY TOWN PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN TOWN-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF TOWN'S WRITTEN NOTICE THAT TOWN IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, TOWN SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND OWNER SHALL BE LIABLE FOR ALL COSTS INCURRED BY TOWN.

THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

10. Venue.
This Agreement shall be constructed under and in accordance with the laws of the State of Texas and venue shall be in Dallas County, Texas.
11. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.
12. Ordinances.
Except as specifically provided in the Agreement Documents, the parties agree that contractor shall be subject to all Ordinances of the Town, whether now existing or in the future arising.

13. Authority to Execute.
The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

14. Assignment.
This Agreement may not be assigned without the written agreement of both parties.

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

16. Notice.
Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same, to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: City of Carrollton, Texas
Radio Services
1420 Hutton Drive
Carrollton, Texas 75006
972-446-5777

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

17. Severability.
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

18. Representations.
Each signatory represents this Agreement has been read by the party for which this
City of Carrollton Purchase Agreement

Agreement is executed and that such party has had an opportunity to confer with its legal counsel.

19. Force Majeure.

If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing "force majeure" events shall deliver written notice of the commencement of any such delay resulting from such "force majeure" event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a "force majeure" event causing such delay and the other party shall not otherwise be aware of such "force majeure" event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

20. Miscellaneous Drafting Provisions.

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

IN WITNESS, WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals on this the ____ day of _____, 2015.

TOWN OF ADDISON, TEXAS
a Texas municipality

By: _____
_____, Town Manager

Date: _____

CITY OF CARROLLTON, TEXAS
a Texas municipality

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me she is the duly authorized representative for the **Town of Addison, Texas** and she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2015.

Notary Public in and for the State of Texas
My Commission Expires: _____

STATE OF _____ §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to he is the duly authorized representative for **City of Carrollton, Texas** and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2015.

Notary Public in and for the State of Texas
My Commission Expires: _____

EXHIBIT "A" Contractor's Quote



City of Carrollton
Radio Services
1420 Hutton Dr.
Carrollton, Tx 75006
972-466-5777

Estimate

Number ETOME201
Date 10/26/2015

Bill To
SCOTT WIGLEY
ADDISON FIRE DEPT.

Ship To
SCOTT WIGLEY
ADDISON FIRE DEPT.

Eq Number	Terms	Customer #	Service Rep	Project
			Tom Rushing	EW Radios
Description	Quantity	Hours	Price/Rate	Amount
Kenwood TKR-50 50 Watt Base Station	1.00		\$1,558.00	\$1,558.00
Power Supply for Kenwood Base	1.00		\$476.00	\$476.00
19" Rack Shelf BUD-SA-1751-BT	1.00		\$68.95	\$68.95
Polyphaser 67184 IS-B50LN-C2	3.00		\$65.00	\$195.00
Opticon Plug	2.00		\$15.00	\$30.00
ICT-CS120-25AHAR4 Power Supply & Case for Harris XG-25	2.00		\$164.00	\$328.00
Programming	2.00		\$65.00	\$130.00
Misc. hardware	1.00		\$40.00	\$40.00
LMR-400 Connectors	3.00		\$12.00	\$36.00
Installation Labor			\$1,140.00	\$1,140.00

Replaced w/ Motorola.

The project will include installing two customer owned Harris radios, interfacing to the EWS controller, sweeping and connecting to existing antennas for three radios, mounting radios on existing racks and all programming.

Discount \$0.00
Shipping Cost \$0.00
Sub Total \$4,000.95

Total \$4,000.95

*1,967.⁹⁵
Jao*

EXHIBIT B

AGREEMENT BY AND BETWEEN THE TOWN OF ADDISON, TEXAS AND FEDERAL SIGNAL SAFETY AND SECURITY SYSTEMS

This Agreement ("Agreement") is made and entered into this the _____ day of _____, 2015 ("Effective Date"), is by and between the **Town of Addison, Texas**, hereinafter called ("Town"), a home rule Texas municipal corporation, and **Federal Signal Safety and Security Systems**, hereinafter called ("Contractor").

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

WITNESSETH:

WHEREAS, the Town is currently participating in a consolidated dispatch process with four (4) neighboring municipalities ("Cities"), and this process has revealed the need for the Cities to migrate to one outdoor warning siren system vendor and master controller; and

WHEREAS, in order to effectuate and accommodate this transition, it is necessary for the Town to enter into various agreements with different contractors to modify and/or replace existing equipment related to the outdoor warning siren system, including the Contractor identified in this Agreement; and

WHEREAS, the Contractor is a sole source provider of certain hardware, training and installation services needed for the outdoor warning siren system, as articulated in **Exhibit "A"**, attached hereto and incorporated herein for all purposes; and

WHEREAS, the Town has determined that it is in the best interest of the public to hire Contractor to perform said services as provided herein.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Scope of Services.
The Contractor shall provide such services, equipment, and supplies upon the terms and conditions set forth in the Agreement Documents, hereinafter defined and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide all of the work as specified by the terms and conditions of the Agreement Documents.
2. Terms.
This Agreement shall commence on the Effective Date and terminate upon the Town providing a notice of final completion to the Contractor, subject to the terms and conditions of this Agreement.

The Contractor recognizes that the Agreement shall commence upon the Effective Date and continue in full force and effect until termination in accordance with its provisions. Contractor and Town herein recognize that the continuation of any Agreement after the

close of any given fiscal year of the Town, which fiscal year ends on September 30th of each year, shall be subject to Town Council approval. In the event that the Town Council does not approve the appropriation of funds for the Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder. However, if the Agreement is terminated, Town is obligated to pay all amounts due Contractor based on service performed before termination under the existing Agreement, notwithstanding other provisions of this Agreement. Agreement may be terminated by the Town at any time upon providing Contractor thirty (30) days written notice of the termination date.

3. Termination.

This Agreement may be terminated for any reason or for no reason whatsoever, by either party upon the terminating party giving the non-terminating party at least thirty (30) days written notice of such termination. Upon termination, Contractor shall be paid in accordance with the terms provided herein, unless Contractor is in default of the Agreement.

If any party fails to perform any of its obligations under the Agreement Documents, such failure shall constitute a default. The non-defaulting party shall give the defaulting party written notice of the default. The defaulting party shall have ten (10) business days after the receipt of such notice in which to cure the default. Failure to cure the default shall constitute a breach of this Agreement. In the event of a breach, the non-breaching party may terminate this Agreement and may obtain any remedy available to it at law.

4. Agreement Price and Payment.

In exchange for those goods and services described in the Agreement Documents, the Town agrees to pay Contractor in accordance with **Exhibit "B"**.

On or before the 10th day of each month, Contractor shall submit to Town an invoice for the Services provided by Contractor during the immediately preceding month. Each invoice shall be form and content satisfactory to Town and shall, among other things, include: (i) a specific description of the Services; (ii) such documentation and information as Town may require to verify the accuracy of the invoice; and (iii) the sum of all prior payments under this Agreement and the balance remaining that may be charged to the Services. Charges not in dispute shall be paid within thirty (30) days of receipt of invoice.

Contractor shall keep confidential all records, documents, or other materials that are requested by Town, or required by law, rule, or regulation, to be so maintained. No reports, information, documents, studies, or other materials given to or prepared by Town pursuant to this Agreement which Town requests either orally or in writing to be kept confidential, shall be made available to any third party or entity by Contractor without the prior written consent of Town.

5. Agreement Documents.

The "Agreement Documents", as that term is used herein, shall include the following documents, and this Agreement does hereby expressly incorporate same herein as fully as

if set forth verbatim in the Agreement:

- a. This Agreement;
- b. Sole Source Letter, attached hereto as **Exhibit "A"**; and
- c. Contractor's Quote as **Exhibit "B"**.

This Agreement shall incorporate the terms of all attachments in their entirety. To the extent that **Exhibit "A"**, and/or **Exhibit "B"** are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of **Exhibit "A"**, and **Exhibit "B"**, shall prevail in that order.

6. Entire Agreement.

The Agreement Documents contain the entire agreement of the parties with respect to the matters contained herein. All provisions of the Agreement Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to the Agreement Documents shall be made except upon the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

7. Insurance.

The Contractor shall procure and keep in full force and effect throughout the term of this Agreement all insurance policies with those coverage amounts deemed necessary by the Town.

8. Counterparts.

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

9. INDEMNIFICATION.

CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "TOWN" FOR PURPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS (INCLUDING COPYRIGHT AND INFRINGEMENT), DEMANDS, DAMAGES, INJURIES (INCLUDING DEATH) LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OR INDIRECTLY OUT OF THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT. THE TOWN WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST TOWN BY ANY GOVERNMENT AUTHORITY OR

AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, TOWN SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY TOWN, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY TOWN IN WRITING. TOWN RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, TOWN IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY TOWN IS NOT TO BE CONSTRUED AS A WAIVER OF TOWN'S OBLIGATION TO DEFEND TOWN OR AS A WAIVER OF TOWN'S OBLIGATION TO INDEMNIFY TOWN PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN TOWN-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF TOWN'S WRITTEN NOTICE THAT TOWN IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, TOWN SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND OWNER SHALL BE LIABLE FOR ALL COSTS INCURRED BY TOWN.

THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

10. Venue.
This Agreement shall be constructed under and in accordance with the laws of the State of Texas and venue shall be in Dallas County, Texas.
11. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.
12. Ordinances.
Except as specifically provided in the Agreement Documents, the parties agree that contractor shall be subject to all Ordinances of the Town, whether now existing or in the future arising.

13. Authority to Execute.
The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

14. Assignment.
This Agreement may not be assigned without the written agreement of both parties.

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

16. Notice.
Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same, to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: Federal Signal Safety and Security Systems
2645 Federal Signal Drive
University Park, Illinois 60484-0975
800-548-7229

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

17. Severability.
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

18. Representations.
Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its legal

counsel.

19. Force Majeure.

If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing "force majeure" events shall deliver written notice of the commencement of any such delay resulting from such "force majeure" event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a "force majeure" event causing such delay and the other party shall not otherwise be aware of such "force majeure" event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

20. Miscellaneous Drafting Provisions.

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

IN WITNESS, WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals on this the ____ day of _____, 2015.

TOWN OF ADDISON, TEXAS
a Texas municipality

By: _____
_____, Town Manager

Date: _____

**FEDERAL SIGNAL SAFETY AND
SECURITY SYSTEMS**

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally _____ known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me she is the duly authorized representative for the **Town of Addison, Texas** and she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2015.

Notary Public in and for the State of Texas
My Commission Expires: _____

STATE OF _____ §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to he is the duly authorized representative for **Federal Signal Safety and Security Systems** and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2015.

Notary Public in and for the State of Texas
My Commission Expires: _____

EXHIBIT "A"
Sole Source Letter



2645 Federal Signal Drive
University Park, Illinois 60484-0975
800.548.7229
alertnotification.com

October 22, 2015

Town of Addison
Chief John O'Neal
4798 Airport Parkway
Addison, Texas 75001

Dear Chief O'Neal,

Federal Signal Corporation is the sole manufacturer of the proprietary Federal Commander Digital System and the Digital Communications Protocol, which is the foundation of our two-way status monitoring and control system. All new systems and existing system expansions connects to the Federal Commander System to allow for a seamless migration of your Outdoor Warning System.

Only Federal Signal offers the Model UVTDH electronic siren controller, the latest in a long line of dominating control products in the Outdoor Warning Market. Federal Signal manufactures siren controllers capable of operating with our two-way status monitoring and control system (Federal Commander Digital – SFCDWARE) software.

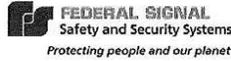
D H Marketing is the sole Manufacturer's Representative for Federal Signal in the State of Texas, and are the only company allowed to sell directly to the end user, on behalf of Federal Signal.

Federal Signal takes pride in being able to offer our customers new technology such as the Commander Software package and UltraVoice Controllers. We are confident that our solution provides exceptional value and the assurance of having a single point of contact for your entire system. If I can answer any additional questions, or be of service in any way, please call me at the number below.

Sincerely,

Chris Lopez
Regional Sales Manager
Federal Signal Corporation, Alert and Notification Systems
(805) 509-5094
clopez@federalsignal.com

EXHIBIT "B" Contractor's Quote



2645 Federal Signal Drive
University Park, Illinois 60484-0975
800.548.7229
alertnotification.com

Contact Name: Chief John O'Neal
Customer: City of Addison
Address: 4798 Airport Parkway
City: Addison State: TX Zip: 75001
Country: USA E-mail: joneal@addisontx.gov
Office Phone: (972) 450-7203 Mobile Phone: (972) 965-0713

Quotation No.: ANS
101615101301
Reference quote no. on your order

Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below. Delivery schedule cannot be established until radio information is supplied, if applicable.

Item No.	Qty.	Federal Model/ Part No.	Description	Unit Price	Total
City of Addison, TX Project					
(6) UVTDH Siren Control Units					
1	6	UVTDH	DIGITAL 2-WAY, HI BND, 120V	\$5,437.00	\$32,622.00
2	24	UV400	AMPLIFIER - 400W	\$582.00	\$13,968.00
3	6	OMNI-4	ANTENNA, 152-156MHZ VHF	\$342.00	\$2,052.00
4	6	AMB-P	ANTENNA MOUNTING BRACKET, POLE	\$115.00	\$690.00
5	6	TK-I-DCCTR-CU	DCFC/UV Controller Install, Custom, Per Specifications	\$4,120.00	\$24,720.00
6	6	TK-I-CUSTINS	INSPECT CURRENT ATI SIREN SPEAKER DRIVERS	\$180.00	\$1,080.00
7	1	ES-FREIGHT	SHIPPING FEES	\$2,190.00	\$2,190.00
		Note:	Quote does not include Digital Voice Chips.		
		Note:	Quote includes new batteries.		
		Note:	During installation, existing speaker drivers will be checked, and if any are found defective, they will be replaced at an additional cost.		
		Note:	Existing antenna / coax system will be reused.		
				Siren Equipment:	\$77,322.00
Activation Point - Addison Fire Station					
8	1	SS2000+	DIGITAL DTMF CONTROLLER, DESK MOUNT	\$3,026.00	\$3,026.00
9	1	TK-I-ENCODER-CU	INSTALL SS2000+ ENCODER	\$1,765.00	\$1,765.00
10	1	TK-S-FULOPTPGK	Includes one each of System Optimization and these training sessions: Operator, Administrator & Maintenance	\$2,710.00	\$2,710.00
		Note:	Customer to provide installed and operational VHF base station radio compatible with SS2000+ Encoder.	Activation Equipment:	\$7,501.00
		Note:	Customer to provide PC Server at activation point.		
				Total Weight:	\$84,823.00

Prices are firm for 90 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Safety & Security Systems Group, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment. Trenching is additional. Power Clause, bringing power to the equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be additional. See attached Terms sheet.

Delivery: 6-8 Weeks
Freight Terms: FOB - University Park, IL (Factory)
Terms: Equipment - Net 30 Days upon Shipment
Services - Net 30 Days, as completed

Proposed By: Chris Lopez
Company: Federal Signal Corporation
Address: 2645 Federal Signal Drive
City, State, Zip: University Park, IL 60484
Country: USA
Work Phone 805-509-5094
Fax:

Signature:

Purchase order MUST be made out to:
Federal Signal Corporation, Alerting & Notification Systems, 2645 Federal Signal Drive, University Park, IL 60484

Accepted By: _____

EXHIBIT C

AGREEMENT BY AND BETWEEN THE TOWN OF ADDISON, TEXAS AND HARRIS CORPORATION

This Agreement ("Agreement") is made and entered into this the _____ day of _____, 2015 ("**Effective Date**"), is by and between the **Town of Addison, Texas**, hereinafter called ("Town"), a home rule Texas municipal corporation, and **Harris Corporation**, hereinafter called ("Contractor").

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

WITNESSETH:

WHEREAS, the Town is currently participating in a consolidated dispatch process with four (4) neighboring municipalities ("Cities"), and this process has revealed the need for the Cities to migrate to one outdoor warning siren system vendor and master controller; and

WHEREAS, in order to effectuate and accommodate this transition, it is necessary for the Town to enter into various agreements with different contractors to modify and/or replace existing equipment related to the outdoor warning siren system, including the Contractor identified in this Agreement; and

WHEREAS, the Contractor is a provider of certain hardware, training and installation services needed for the outdoor warning siren system, as articulated in **Exhibit "A"**, attached hereto and incorporated herein for all purposes; and

WHEREAS, the Town has determined that it is in the best interest of the public to hire Contractor to perform said services as provided herein.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Scope of Services.
The Contractor shall provide such services, equipment, and supplies upon the terms and conditions set forth in the Agreement Documents, hereinafter defined and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide all of the work as specified by the terms and conditions of the Agreement Documents.
2. Terms.
This Agreement shall commence on the Effective Date and terminate upon the Town providing a notice of final completion to the Contractor, subject to the terms and conditions of this Agreement.

The Contractor recognizes that the Agreement shall commence upon the Effective Date and continue in full force and effect until termination in accordance with its provisions. Contractor and Town herein recognize that the continuation of any Agreement after the

close of any given fiscal year of the Town, which fiscal year ends on September 30th of each year, shall be subject to Town Council approval. In the event that the Town Council does not approve the appropriation of funds for the Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder. However, if the Agreement is terminated, Town is obligated to pay all amounts due Contractor based on service performed before termination under the existing Agreement, notwithstanding other provisions of this Agreement. Agreement may be terminated by the Town at any time upon providing Contractor thirty (30) days written notice of the termination date.

3. Termination.

This Agreement may be terminated for any reason or for no reason whatsoever, by either party upon the terminating party giving the non-terminating party at least thirty (30) days written notice of such termination. Upon termination, Contractor shall be paid in accordance with the terms provided herein, unless Contractor is in default of the Agreement.

If any party fails to perform any of its obligations under the Agreement Documents, such failure shall constitute a default. The non-defaulting party shall give the defaulting party written notice of the default. The defaulting party shall have ten (10) business days after the receipt of such notice in which to cure the default. Failure to cure the default shall constitute a breach of this Agreement. In the event of a breach, the non-breaching party may terminate this Agreement and may obtain any remedy available to it at law.

4. Agreement Price and Payment.

In exchange for those goods and services described in the Agreement Documents, the Town agrees to pay Contractor in accordance with **Exhibit "A"**.

On or before the 10th day of each month, Contractor shall submit to Town an invoice for the Services provided by Contractor during the immediately preceding month. Each invoice shall be form and content satisfactory to Town and shall, among other things, include: (i) a specific description of the Services; (ii) such documentation and information as Town may require to verify the accuracy of the invoice; and (iii) the sum of all prior payments under this Agreement and the balance remaining that may be charged to the Services. Charges not in dispute shall be paid within thirty (30) days of receipt of invoice.

Contractor shall keep confidential all records, documents, or other materials that are requested by Town, or required by law, rule, or regulation, to be so maintained. No reports, information, documents, studies, or other materials given to or prepared by Town pursuant to this Agreement which Town requests either orally or in writing to be kept confidential, shall be made available to any third party or entity by Contractor without the prior written consent of Town.

5. Agreement Documents.

The "Agreement Documents", as that term is used herein, shall include the following documents, and this Agreement does hereby expressly incorporate same herein as fully as

if set forth verbatim in the Agreement:

- a. This Agreement; and
- b. Contractor's Quote, attached hereto as **Exhibit "A"**.

This Agreement shall incorporate the terms of all attachments in their entirety. To the extent that **Exhibit "A"** is in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of **Exhibit "A"** shall prevail in that order.

6. Entire Agreement.

The Agreement Documents contain the entire agreement of the parties with respect to the matters contained herein. All provisions of the Agreement Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to the Agreement Documents shall be made except upon the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

7. Insurance.

The Contractor shall procure and keep in full force and effect throughout the term of this Agreement all insurance policies with those coverage amounts deemed necessary by the Town.

8. Counterparts.

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

9. INDEMNIFICATION.

CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "TOWN" FOR PURPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS (INCLUDING COPYRIGHT AND INFRINGEMENT), DEMANDS, DAMAGES, INJURIES (INCLUDING DEATH) LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OR INDIRECTLY OUT OF THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT. THE TOWN WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST TOWN BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS

AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, TOWN SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY TOWN, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY TOWN IN WRITING. TOWN RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, TOWN IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY TOWN IS NOT TO BE CONSTRUED AS A WAIVER OF TOWN'S OBLIGATION TO DEFEND TOWN OR AS A WAIVER OF TOWN'S OBLIGATION TO INDEMNIFY TOWN PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN TOWN-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF TOWN'S WRITTEN NOTICE THAT TOWN IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, TOWN SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND OWNER SHALL BE LIABLE FOR ALL COSTS INCURRED BY TOWN.

THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

10. Venue.
This Agreement shall be constructed under and in accordance with the laws of the State of Texas and venue shall be in Dallas County, Texas.
11. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.
12. Ordinances.
Except as specifically provided in the Agreement Documents, the parties agree that contractor shall be subject to all Ordinances of the Town, whether now existing or in the future arising.
13. Authority to Execute.

The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

14. Assignment.

This Agreement may not be assigned without the written agreement of both parties.

15. Sovereign Immunity.

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

16. Notice.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same, to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: Harris Corporation, RF Corporation
Public Safety and
Professional Communications
8105 N. Belt Line Road
Irving, Texas 75063
972-765-8871

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

17. Severability.

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

18. Representations.

Each signatory represents this Agreement has been read by the party for which this

Agreement is executed and that such party has had an opportunity to confer with its legal counsel.

19. Force Majeure.

If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing "force majeure" events shall deliver written notice of the commencement of any such delay resulting from such "force majeure" event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a "force majeure" event causing such delay and the other party shall not otherwise be aware of such "force majeure" event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

20. Miscellaneous Drafting Provisions.

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

IN WITNESS, WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals on this the ____ day of _____, 2015.

TOWN OF ADDISON, TEXAS
a Texas municipality

By: _____
_____, Town Manager

Date: _____

HARRIS CORPORATION

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me she is the duly authorized representative for the **Town of Addison, Texas** and she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2015.

Notary Public in and for the State of Texas
My Commission Expires: _____

STATE OF _____ §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to he is the duly authorized representative for **Harris Corporation** and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2015.

Notary Public in and for the State of Texas
My Commission Expires: _____

EXHIBIT "A"
Contractor's Quote



Harris Corporation, RF Communications
Public Safety and Professional Communications
8105 N Bell Line Road
Irving, TX 75063

Customer Name: City of Addison - OWS

Date: 10/1/2015

Customer Point of Contact: John O'Neal
Address: 3723 Valley View Lane,
City, State, Zip: Farmers Branch, Texas 75244
Telephone Number: (972) 919-9306
Email Address: joneal@addisonTX.gov

Harris Point of Contact: Deborah Morris
Title: Sr. Program Manager
Phone: 972-765-8874
Email Address: deborah.morris@harris.com
Quote created by: Deborah Morris

Quote Name: 2015-10-01 Farmers Branch

Item	Model Number	Description	Qty	Contract Sale Price	Extended Sale Price
1	DM-M78B	MOBILE,XG-25M,700/800 MHZ,35W	2	\$2,954.25	\$5,908.50
2	DM-PL7Z	Feature,512 Systems/Groups	2	included	\$0.00
3	DM-PL4F	Feature, P25 Phase 2, TDMA	2	included	\$0.00
4	DM-PL4U	Feature, Single-Key DES Encryption	2	included	\$0.00
5	DM-PKGPT	Feature Package,P25 Trunking	2	included	\$0.00
6	DM-ZN9X	Kit,Accessories,XG-25M	2	included	\$0.00
7	DM-MC9R	Microphone,Standard,XG-25M	2	\$60.00	\$120.00
8		Programming	2	\$65.00	\$130.00
9		Installation material	1	\$2,341.00	\$2,341.00
10		Services	1	\$4,564.00	\$4,564.00
					\$13,063.50

DRAFT

Terms and Conditions:

- Orders resulting from this quote are subject to the terms and conditions of the System Purchase Agreement between the City of Farmers Branch, TX and Harris Corporation, RF Communications Division, dated June 27, 2013.
- This document contains Harris Corporation proprietary information. All information provided shall not be disclosed nor duplicated for any purpose other than to evaluate this proposal. No further disclosure, reproduction, or use of any part thereof may be made except with Harris' prior written approval.
- These items/technical data are controlled by the United States government and cannot be exported from the United States or shared with a Foreign National without prior approval from the United States government. Delivery is dependent on receipt of an export license, when applicable.
- Pricing does not include installation, programming, taxes (if applicable), or shipping (if applicable) unless detailed above. These items may be waived based on the terms and conditions of the System Purchase Agreement.



Harris Corporation, RF Communications
Public Safety and Professional Communications
8105 N Belt Line Road
Irving, TX 75063

Customer Point of Contact: John O'Neal
Address: 3723 Valley View Lane,
City, State, Zip: Farmers Branch, Texas 75244
Telephone Number: (972) 919-9306
Email Address: joneal@addison.tx.gov

Harris Point of Contact: Deborah Morris
Title: Sr. Program Manager
Phone: 972-765-8871
Email Address: deborah.morris@harris.com
Quote created by: Deborah Morris

Quote Name: 2015-10-01 Farmers Branch

Item	Model Number	Description	Qty	Contract Sale Price	Extended Sale Price
5.		<i>Pricing valid 30 days from quotation date unless otherwise noted.</i>			

DRAFT

Confidential, Proprietary, & Competition Sensitive

EXHIBIT D

AGREEMENT BY AND BETWEEN THE TOWN OF ADDISON, TEXAS AND MOTOROLA SOLUTIONS, INC.

This Agreement ("Agreement") is made and entered into this the _____ day of _____, 2015 ("Effective Date"), is by and between the **Town of Addison, Texas**, hereinafter called ("Town"), a home rule Texas municipal corporation, and **Motorola Solutions, Inc.**, hereinafter called ("Contractor").

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

WITNESSETH:

WHEREAS, the Town is currently participating in a consolidated dispatch process with four (4) neighboring municipalities ("Cities"), and this process has revealed the need for the Cities to migrate to one outdoor warning siren system vendor and master controller; and

WHEREAS, in order to effectuate and accommodate this transition, it is necessary for the Town to enter into various agreements with different contractors to modify and/or replace existing equipment related to the outdoor warning siren system, including the Contractor identified in this Agreement; and

WHEREAS, the Contractor is a provider of certain hardware, training and installation services needed for the outdoor warning siren system, as articulated in **Exhibit "A"**, attached hereto and incorporated herein for all purposes; and

WHEREAS, the Town has determined that it is in the best interest of the public to hire Contractor to perform said services as provided herein.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Scope of Services.
The Contractor shall provide such services, equipment, and supplies upon the terms and conditions set forth in the Agreement Documents, hereinafter defined and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide all of the work as specified by the terms and conditions of the Agreement Documents.
2. Terms.
This Agreement shall commence on the Effective Date and terminate upon the Town providing a notice of final completion to the Contractor, subject to the terms and conditions of this Agreement.

The Contractor recognizes that the Agreement shall commence upon the Effective Date and continue in full force and effect until termination in accordance with its provisions. Contractor and Town herein recognize that the continuation of any Agreement after the

Motorola Solutions Purchase Agreement

close of any given fiscal year of the Town, which fiscal year ends on September 30th of each year, shall be subject to Town Council approval. In the event that the Town Council does not approve the appropriation of funds for the Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder. However, if the Agreement is terminated, Town is obligated to pay all amounts due Contractor based on service performed before termination under the existing Agreement, notwithstanding other provisions of this Agreement. Agreement may be terminated by the Town at any time upon providing Contractor thirty (30) days written notice of the termination date.

3. Termination.

This Agreement may be terminated for any reason or for no reason whatsoever, by either party upon the terminating party giving the non-terminating party at least thirty (30) days written notice of such termination. Upon termination, Contractor shall be paid in accordance with the terms provided herein, unless Contractor is in default of the Agreement.

If any party fails to perform any of its obligations under the Agreement Documents, such failure shall constitute a default. The non-defaulting party shall give the defaulting party written notice of the default. The defaulting party shall have ten (10) business days after the receipt of such notice in which to cure the default. Failure to cure the default shall constitute a breach of this Agreement. In the event of a breach, the non-breaching party may terminate this Agreement and may obtain any remedy available to it at law.

4. Agreement Price and Payment.

In exchange for those goods and services described in the Agreement Documents, the Town agrees to pay Contractor in accordance with **Exhibit "A"**.

On or before the 10th day of each month, Contractor shall submit to Town an invoice for the Services provided by Contractor during the immediately preceding month. Each invoice shall be form and content satisfactory to Town and shall, among other things, include: (i) a specific description of the Services; (ii) such documentation and information as Town may require to verify the accuracy of the invoice; and (iii) the sum of all prior payments under this Agreement and the balance remaining that may be charged to the Services. Charges not in dispute shall be paid within thirty (30) days of receipt of invoice.

Contractor shall keep confidential all records, documents, or other materials that are requested by Town, or required by law, rule, or regulation, to be so maintained. No reports, information, documents, studies, or other materials given to or prepared by Town pursuant to this Agreement which Town requests either orally or in writing to be kept confidential, shall be made available to any third party or entity by Contractor without the prior written consent of Town.

5. Agreement Documents.

The "Agreement Documents", as that term is used herein, shall include the following documents, and this Agreement does hereby expressly incorporate same herein as fully as

if set forth verbatim in the Agreement:

- a. This Agreement; and
- b. Contractor's Quote, attached hereto as **Exhibit "A"**.

This Agreement shall incorporate the terms of all attachments in their entirety. To the extent that **Exhibit "A"** is in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of **Exhibit "A"** shall prevail in that order.

6. Entire Agreement.

The Agreement Documents contain the entire agreement of the parties with respect to the matters contained herein. All provisions of the Agreement Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to the Agreement Documents shall be made except upon the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

7. Insurance.

The Contractor shall procure and keep in full force and effect throughout the term of this Agreement all insurance policies with those coverage amounts deemed necessary by the Town.

8. Counterparts.

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

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CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "TOWN" FOR PURPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS (INCLUDING COPYRIGHT AND INFRINGEMENT), DEMANDS, DAMAGES, INJURIES (INCLUDING DEATH) LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OR INDIRECTLY OUT OF THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT. THE TOWN WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST TOWN BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS

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IN ITS SOLE DISCRETION, TOWN SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY TOWN, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY TOWN IN WRITING. TOWN RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, TOWN IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY TOWN IS NOT TO BE CONSTRUED AS A WAIVER OF TOWN'S OBLIGATION TO DEFEND TOWN OR AS A WAIVER OF TOWN'S OBLIGATION TO INDEMNIFY TOWN PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN TOWN-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF TOWN'S WRITTEN NOTICE THAT TOWN IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, TOWN SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND OWNER SHALL BE LIABLE FOR ALL COSTS INCURRED BY TOWN.

THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

10. Venue.
This Agreement shall be constructed under and in accordance with the laws of the State of Texas and venue shall be in Dallas County, Texas.
11. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.
12. Ordinances.
Except as specifically provided in the Agreement Documents, the parties agree that contractor shall be subject to all Ordinances of the Town, whether now existing or in the future arising.

13. Authority to Execute.
The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
14. Assignment.
This Agreement may not be assigned without the written agreement of both parties.
15. Sovereign Immunity.
The parties agree that the Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
16. Notice.
Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same, to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:
- | | |
|-----------------------|---|
| If to Contractor, to: | Motorola Solutions, Inc. |
| If to Town, to: | Town of Addison
Attn: Town Manager
5300 Belt Line Road
Dallas, Texas 75254 |
17. Severability.
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
18. Representations.
Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its legal counsel.

19. Force Majeure.

If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing "force majeure" events shall deliver written notice of the commencement of any such delay resulting from such "force majeure" event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a "force majeure" event causing such delay and the other party shall not otherwise be aware of such "force majeure" event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

20. Miscellaneous Drafting Provisions.

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

IN WITNESS, WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals on this the ____ day of _____, 2015.

TOWN OF ADDISON, TEXAS
a Texas municipality

By: _____
_____, Town Manager

Date: _____

MOTOROLA SOLUTIONS, INC.

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me she is the duly authorized representative for the **Town of Addison, Texas** and she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2015.

Notary Public in and for the State of Texas
My Commission Expires: _____

STATE OF _____ §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to he is the duly authorized representative for **Motorola Solutions, Inc.** and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2015.

Notary Public in and for the State of Texas
My Commission Expires: _____

EXHIBIT "A"
Contractor's Quote



Quote Number: QU0000338707
Effective: 26 OCT 2015
Effective To: 25 DEC 2015

Bill-To:
ADDISON, TOWN OF
P O 9010
ADDISON, TX 75001
United States

Attention:
Name: John O'Neal
Phone: (972) 450-7203

Sales Contact:
Name: Bobby Thompson
Email: bthompson@dfwcomm.com
Phone: 4692363743

Contract Number: HGAC
Freight terms: FOB Destination
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	1	AAM02JQH9JA1AN	XPR 2500 136-174 45W 128CH AD	\$718.33	\$646.50	\$646.50
2	1	HPN4007D	POWER SUPPLY 14V 15A UNI 110/240 VAC	\$296.00	\$236.80	\$236.80
3	1	GLN7326A	DESKTOP TRAY W/SPKR	\$82.50	\$66.00	\$66.00

Total Quote in USD \$949.30

HGAC CONTRACT RA05-15 PRICING

- PO Issued to Motorola Solutions Inc. must:
- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
 - >Have a PO Number/Contract Number & Date
 - >Identify "Motorola Solutions Inc." as the Vendor
 - >Have Payment Terms or Contract Number
 - >Be issued in the Legal Entity's Name
 - >Include a Bill-To Address with a Contact Name and Phone Number
 - >Include a Ship-To Address with a Contact Name and Phone Number
 - >Include an Ultimate Address (only if different than the Ship-To)
 - >Be Greater than or Equal to the Value of the Order
 - >Be in a Non-Editable Format
 - >Identify Tax Exemption Status (where applicable)
 - >Include a Signature (as Required)

Work Session and Regular Meeting

Item # 14.

Meeting Date: 12/08/2015

Department: Finance

AGENDA CAPTION:

Consider And Approve An **Ordinance Amending Section 82-281 Of The Code Of Ordinances Regarding Annual Stormwater Fees.**

BACKGROUND:

During creation of the Stormwater Fund in 2013, the Council adopted a multi-year fee schedule. In 2014, Council passed an ordinance holding the Fiscal Year 2014 rates at the Fiscal Year 2013 fee level. As a practice, town staff has adjusted to the previous year's rate, effectively moving the multi-year fee schedule back by one year. This ordinance will formally adjust the rates into the subsequent years.

Stormwater funds are collected to fund the costs related to build and maintain stormwater infrastructure, maintenance of stormwater structures, and the Town's federally and state mandated stormwater quality management program. Additionally, the stormwater fee also funds capital improvement projects related to drainage infrastructure.

RECOMMENDATION:

Staff recommends approval.

Attachments

Stormwater Ordinance

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING THE CODE OF ORDINANCES, SECTION 82-281 – FEE CALCULATION TO REDUCE THE ESTABLISHED ANNUAL STORMWATER FEE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, in the 2013-2014 fiscal year, the Addison City Council voted to hold the storm water fee at its 2012-2013 fiscal year rate; and

WHEREAS, since that action, the staff has been collecting storm water fees at the rate shown in the published ordinance for the prior fiscal year; and

WHEREAS, the staff had requested that the City Council formally adopt an ordinance reflecting its intent regarding the collection of storm water fees.

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

Section 1. The Code of Ordinances (the “Code”) of the Town of Addison, Texas, Chapter 82 – Utilities, Section 82-281 (Fee calculation), subsection (c) *Schedule of monthly fees and rates*, is hereby amended to read in its entirety as follows:

Sec. 82-281. - Fee calculation.

.....

(c) *Schedule of monthly fees and rates.* The monthly Stormwater (Drainage) Utility fee shall be as follows:

(1) *Tier 1 residential fees.* The monthly Stormwater (Drainage) Utility fee for each residential dwelling unit in Tier 1 shall be as follows for each fiscal year (FY) that begins October 1 and continues through and ends the following September 30:

FY2016 shall be \$ 5.40, FY2017 shall be \$ 5.70, FY2018 shall be \$ 6.00, FY2019 shall be \$ 6.30, FY2020 shall be \$ 6.60, FY2021 shall be \$ 6.90, FY2022 shall be \$ 7.20.

- (2) *Tier 2 residential fees.* The monthly Stormwater (Drainage) Utility fee for each residential dwelling unit in Tier 2 shall be as follows for each fiscal year (FY) that begins October 1 and continues through and ends the following September 30:
FY2016 shall be \$ 9.00, FY2017 shall be \$ 9.50, FY2018 shall be \$ 10.00, FY2019 shall be \$ 10.50, FY2020 shall be \$ 11.00, FY2021 shall be \$ 11.50, FY2022 shall be \$ 12.00.
- (3) *Tier 3 residential fees.* The monthly Stormwater (Drainage) Utility fee for each residential dwelling unit in Tier 3 shall be as follows for each fiscal year (FY) that begins October 1 and continues through and ends the following September 30:
FY2016 shall be \$ 13.50, FY2017 shall be \$ 14.25, FY2018 shall be \$ 15.00, FY2019 shall be \$ 15.75, FY2020 shall be \$ 16.50, FY2021 shall be \$ 17.25, FY2022 shall be \$ 18.00.
- (4) *Tier 4 residential fees.* The monthly Stormwater (Drainage) Utility fee for each residential dwelling unit in Tier 4 shall be as follows for each fiscal year (FY) that begins October 1 and continues through and ends the following September 30:
FY2016 shall be \$ 22.50, FY2017 shall be \$ 23.75, FY2018 shall be \$ 25.00, FY2019 shall be \$ 26.25, FY2020 shall be \$ 27.50, FY2021 shall be \$ 28.75, FY2022 shall be \$ 30.00.
- (5) *Nonresidential fees.* The monthly Stormwater (Drainage) Utility fee per 1,000 square feet (SF) of impervious area on each nonresidential property or allocated portion of a nonresidential property shall be as follows for each fiscal (FY) that begins October 1 and continues through and ends the following September 30:
FY2016 shall be \$ 2.91 per 1,000 SF, FY2017 shall be \$ 3.07 per 1,000 SF, FY2018 shall be \$ 3.23 per 1,000 SF, FY2019 shall be \$ 3.39 per 1,000 SF, FY2020 shall be \$ 3.55 per 1,000 SF, FY2021 shall be \$ 3.71 per 1,000 SF, FY2022 shall be \$ 3.88 per 1,000 SF.

Section 2. Recitals. The above and foregoing recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 3. Savings; Repealer. This Ordinance shall be cumulative of all other ordinances of the City and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance. Provided, however, that the repeal of such ordinances or parts of such ordinances and the amendments and changes made by this Ordinance, shall not affect any right, property or claim which was or is vested in the City, or any act done, or right accruing or accrued, or established, or any suit, action or proceeding had or commenced before the time when this Ordinance shall take effect; nor shall said repeals, amendments or changes affect any offense committed, or an penalty or forfeiture incurred, or any suit or prosecution pending at the time when this Ordinance shall take effect under any of the ordinances or sections thereof so repealed, amended or changed; and to that extent and for that purpose the provisions of such ordinances or parts of such ordinances shall be deemed to remain and continue in full force and effect.

Section 4. Severability. The sections, paragraphs, sentences, phrases, clauses and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this Ordinance or application thereof to any person or circumstances is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 5. Penalty. Any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each offense and each and every such day such offense shall continue shall be deemed to constitute a separate offense.

Section 6. Effective Date. This Ordinance shall take from and after its adoption and publication as required by law.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 8th day of December, 2015.

Todd Meier, Mayor
Town of Addison, Texas

ATTEST:

Laura Bell, City Secretary

APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney

Date of Publication: _____

Work Session and Regular Meeting

Item # 15.

Meeting Date: 12/08/2015

Department: Infrastructure- Development Services

AGENDA CAPTION:

Hold A Public Hearing, Consider And Approve An Ordinance Rezoning An Approximately .5751 Acre Property Located At 4300 Beltway Drive From LR (Local Retail) To A PD (Planned Development). Case 1726-Z/Axcess Catering And Events/ Mr. Scott Fernandez

BACKGROUND:

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on November 17, 2015, voted to recommend denial of an ordinance rezoning an approximately .5751 acre property located at 4300 Beltway Drive from LR (Local Retail) to a PD (Planned Development).

Voting Aye: Griggs, Robbins, Robinson, Smith

Voting Nay: Ennis, Schaeffer, Morgan

Absent: none

SPEAKERS AT THE PUBLIC HEARING:

For: none

On: none

Against: Mr. Eric Earnshaw - 4202 Beltway Drive

ADDITIONAL BACKGROUND:

In accordance with Article XXIX. Section 14. - Denial; request for public hearing, if the Planning and Zoning Commission recommends denial, then the applicant can make a written request that a public hearing be scheduled and held before the City Council regarding the application and for the Council to consider the request. The applicant has done this and, therefore, this item has been placed on the agenda. The Code also requires a three-fourths vote of all of the City Council to overrule a recommendation of denial from the Planning and Zoning Commission. This means that 6 of 7 Council Members will be required to vote in favor of a motion to rezone the property for it to be approved.

The applicant has submitted new plans since the Planning and Zoning Commission meeting. Please refer to the attached staff report which has been revised accordingly.

RECOMMENDATION:

Staff recommends approval.

Attachments

Plans

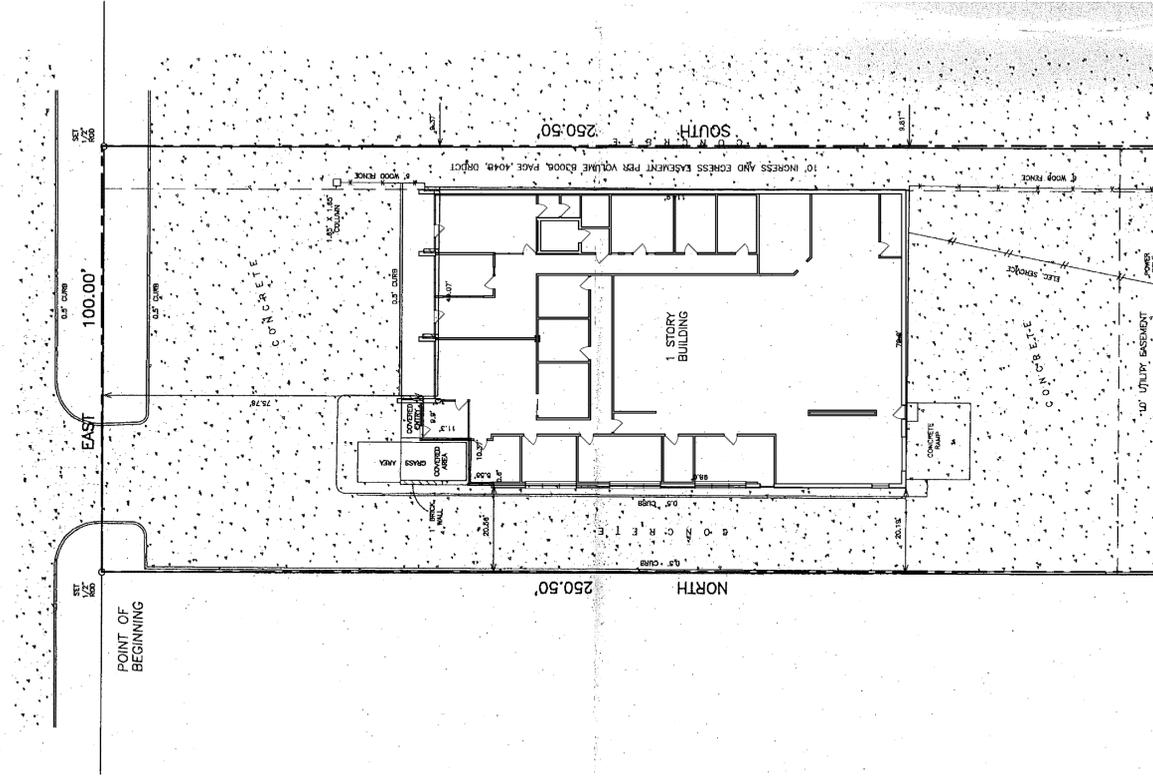
Staff Report

Applicant Presentation

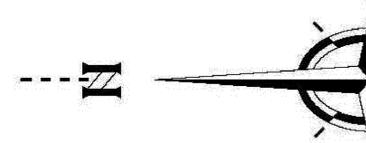
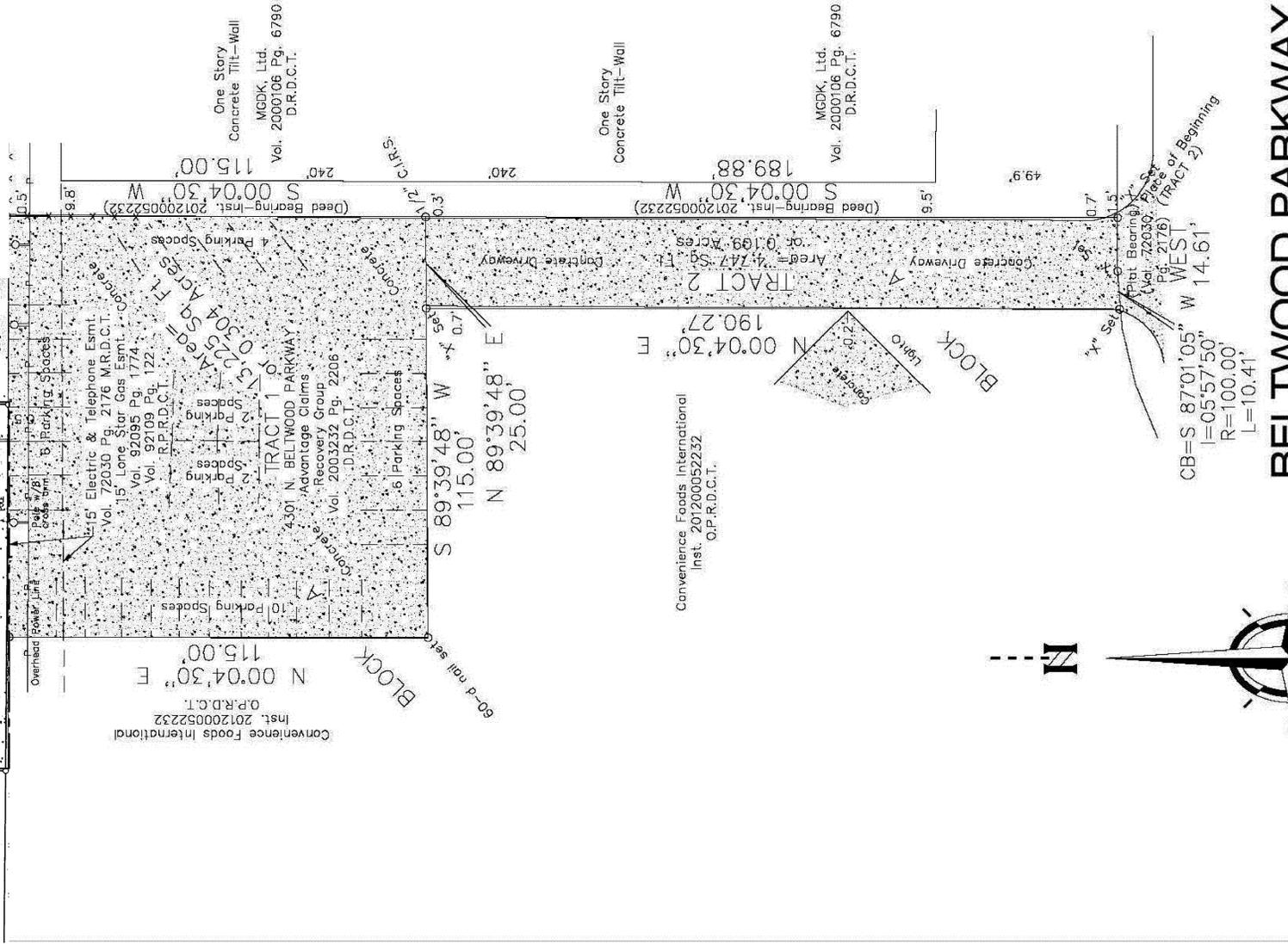
Ordinance

BELTWAY DRIVE

(60' R/W)



EXISTING SURVEY
SCALE: 1" = 20'



BELTWOOD PARKWAY N

NUMBER	DATE	REVISION BY	DESCRIPTION

LAND TURF
GARLAND, TEXAS
469-951-8822



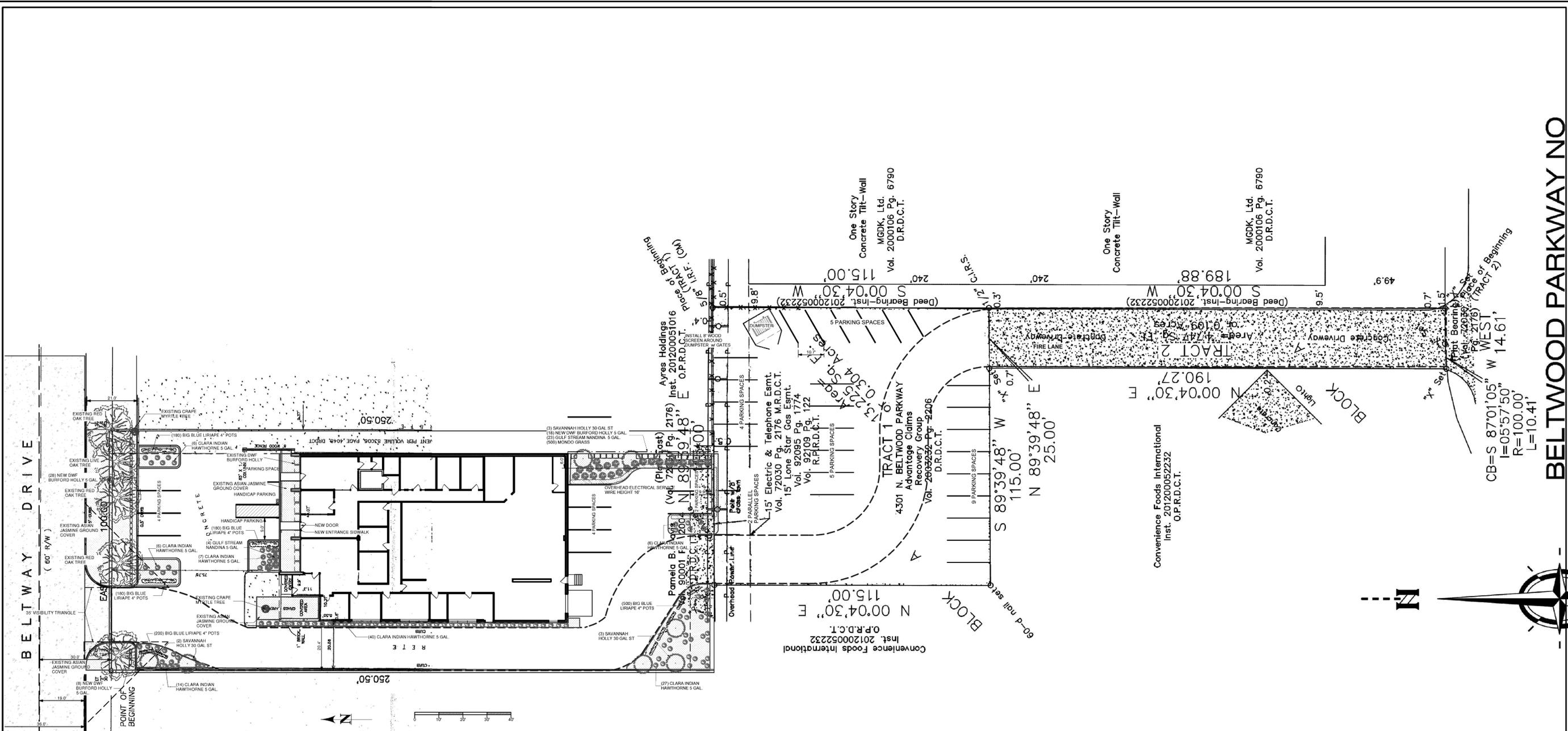
4300 BELTWAY DR.
ADDISON, TEXAS

DATE:
11/30/2015

SCALE:

SHEET:

L01



PROPOSED SITE PLAN
SCALE: 1" = 20'



BELTWOOD PARKWAY NO

REVISION TABLE			
NUMBER	DATE	REVISION BY	DESCRIPTION

LAND TURF
GARLAND, TEXAS
469-951-8822

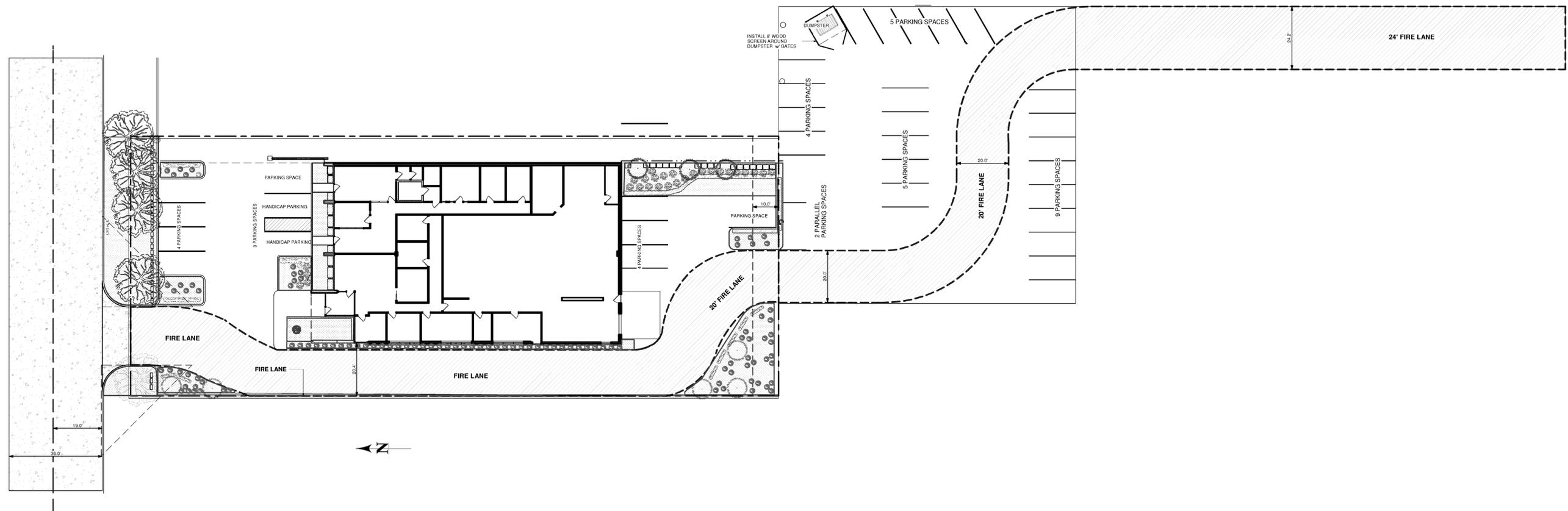
11/30/2015

4300 BELTWAY DR.
ADDISON, TEXAS

DATE:
11/30/2015

SCALE:

SHEET:
L02



PROPOSED PARKING & FIRELANE
 SCALE: 1" = 20'

REQUIRED PARKING SPACES

BUILDING SQUARE FEET: 7,929
 1 PARKING SPACE PER 300 SQUARE FEET

27 PARKING SPACES REQUIRED
 7 PARKING SPACES REQUIRED FOR DELIVERY TRUCKS

34 PARKING SPACES REQUIRED

PARKING SPACE PROVIDED: 37

NUMBER	DATE	REVISION	DESCRIPTION

LAND TURF
 GARLAND, TEXAS
 469-951-8822

STATE OF TEXAS
 CHRIS COGGINS
 583
 LANDSCAPE ARCHITECT
 12/1/2015

4300 BELTWAY DR.
 ADDISON, TEXAS

DATE:
 12/1/2015

SCALE:

SHEET:

L03

SECTION 32 9300 - LANDSCAPE

PART 1 - GENERAL

1.1 REFERENCE DOCUMENTS

- A. REFER TO LANDSCAPE PLANS, NOTES, AND DETAILS FOR ADDITIONAL REQUIREMENTS

1.2 DESCRIPTION OF WORK

- A. FURNISH ALL LABOR, MATERIALS, EQUIPMENT, AND SERVICES NECESSARY TO PROVIDE ALL WORK, COMPLETE IN PLACE AS SHOWN AND SPECIFIED. WORK SHOULD INCLUDE:
 - B. PLANTING OF TREES, SHRUBS AND GRASSES
 - a. SEEDING
 - b. BED PREPARATION AND FERTILIZATION
 - c. WATER AND MAINTENANCE UNTIL FINAL ACCEPTANCE
 - d. WORK GUARANTEE

1.3 REFERENCES

- A. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) Z60.1 - NURSERY STOCK
- B. TEXAS STATE DEPARTMENT OF AGRICULTURE
- C. TEXAS ASSOCIATION OF NURSEYMEN, GRADES AND STANDARDS

1.4 SUBMITTALS

- A. PROVIDE REPRESENTATIVE QUANTITIES OF EACH SOIL, MULCH, BED MIX, GRAVEL AND STONE BEFORE INSTALLATION SAMPLES TO BE APPROVED BY OWNERS REPRESENTATIVE BEFORE USE.
- B. SOIL AMENDMENTS AND FERTILIZERS SHOULD BE RESEARCHED AND BASED ON THE SOILS IN THE AREA.
- C. BEFORE INSTALLATION, SUBMIT DOCUMENTATION THAT PLANT MATERIALS ARE AVAILABLE AND HAVE BEEN RESERVED. FOR ANY PLANT MATERIAL NOT AVAILABLE, SUBMIT REQUEST FOR SUBSTITUTION.

1.5 JOB CONDITIONS, DELIVERY, STORAGE AND HANDLING

- A. GENERAL CONTRACTOR TO COMPLETE WORK BEFORE LANDSCAPE CONTRACTOR TO COMMENCE. ALL PLANTING BED AREAS SHALL BE LEFT THREE INCHES BELOW FINAL GRADE OF SIDEWALKS, DRIVES AND CURBS. ALL AREAS TO RECEIVE SOLID SOD SHALL BE LEFT ONE INCH BELOW THE FINAL GRADE OF WALKS, DRIVES AND CURBS. CONSTRUCTION DEBRIS SHALL BE REMOVED PRIOR TO LANDSCAPE CONTRACTOR BEGINNING WORK.
- B. ALL PACKAGED MATERIALS SHALL BE SEALED IN CONTAINERS SHOWING WEIGHT, ANALYSIS AND NAME OF MANUFACTURER. ALL MATERIALS SHALL BE PROTECTED FROM DETERIORATION IN TRANSIT AND WHILE STORED ON SITE.
- C. DELIVER PLANT MATERIALS IMMEDIATELY PRIOR TO INSTALLATION. PLANT MATERIALS SHOULD BE INSTALLED ON THE SAME DAY AS DELIVERED. IF PLANTING CANNOT BE INSTALLED ON THE SAME DAY, PROVIDE ADDITIONAL PROTECTION TO MAINTAIN PLANTS IN A HEALTHY, VIGOROUS CONDITION.
- D. STORE PLANT MATERIALS IN SHADE. PROTECT FROM FREEZING AND DRYING.
- E. KEEP PLANT MATERIALS MOIST AND PROTECT FROM DAMAGE TO ROOT BALLS, TRUNKS AND BRANCHES.
- F. PROTECT ROOT BALLS BY HEELING WITH SAWDUST OR OTHER MOISTURE RETAINING MATERIAL IF NOT PLANTED WITHIN 24 HOURS OF DELIVERY.
- G. NOTIFY OWNERS REPRESENTATIVE OF DELIVERY SCHEDULE 72 HOURS IN ADVANCE.

- H. FOR BALLED AND BURLAPPED PLANTS - DIG AND PREPARE SHIPMENT IN A MANNER THAT WILL NOT DAMAGE ROOTS, BRANCHES, SHAPE, AND FUTURE DEVELOPMENT.
- I. CONTAINER GROWN PLANTS - DELIVER PLANTS IN CONTAINER TO HOLD BALL SHAPE AND PROTECT ROOT MASS.
- J. STORAGE OF ALL MATERIALS AND EQUIPMENT WILL BE AT THE RISK OF THE LANDSCAPE CONTRACTOR. OWNER WILL NOT BE HELD RESPONSIBLE FOR THEFT OR DAMAGE.

1.6 SIGHTLING

- A. INSTALL TREES, SHRUBS, AND LINER STOCK PLANT MATERIALS PRIOR TO INSTALLATION OF LAWN/SOLID SOD.

1.7 WARRANTIES/GUARANTEE

- A. FURNISH WRITTEN WARRANTY THAT PLANT MATERIALS WILL BE IN A HEALTHY, VIGOROUS GROWING CONDITION FOR ONE YEAR (TWELVE MONTHS) AFTER FINAL ACCEPTANCE. DAMAGE DUE TO ACTS OF GOD, VANDALISM, OR NEGLIGENCE BY OWNER IS EXCLUDED.
- B. REPLACE DEAD, UNHEALTHY, AND UNSIGHTLY PLANT MATERIAL WITHIN WARRANTY PERIOD UPON NOTIFICATION BY OWNER OR OWNERS REPRESENTATIVE. PLANTS USED FOR REPLACEMENT SHALL BE OF THE SAME SIZE AND KIND AS THOSE ORIGINALLY PLANTED OR SPECIFIED.
- C. THE OWNER AGREES THAT FOR THE ONE YEAR WARRANTY PERIOD TO BE EFFECTIVE, HE WILL WATER PLANTS AT LEAST TWICE A WEEK DURING DRY PERIODS.
- D. NOTIFY OWNER OR OWNERS REPRESENTATIVE SEVEN DAYS PRIOR TO THE EXPIRATION OF THE WARRANTY PERIOD.
 - a. REMOVE DEAD, UNHEALTHY AND UNSIGHTLY PLANTS
 - b. REMOVE GUYING AND STAKING MATERIALS.

1.8 MAINTENANCE

- A. MAINTAIN PLANT LIFE AND PLANTING BEDS IMMEDIATELY AFTER PLACEMENT AND FOR MINIMUM 30 DAYS AFTER FINAL ACCEPTANCE.
- B. REPLACE DEAD OR DYING PLANTS WITH PLANTS OF SAME SIZE AND SPECIES AS SPECIFIED.
- C. REMOVE TRASH, DEBRIS, AND LITTER. WATER, PRUNE, FERTILIZE, WEED AND APPLY HERBICIDES AND FUNGICIDES AS REQUIRED.
- D. REMOVE CLIPPINGS AND DEBRIS FROM SITE PROMPTLY.
- E. COORDINATE WITH OPERATION OF IRRIGATION SYSTEM TO ENSURE THAT PLANTS ARE ADEQUATELY WATERED. HAND WATER AREAS NOT RECEIVING ADEQUATE WATER FROM AN IRRIGATION SYSTEM.
- F. RESET SETTLED PLANTS.
- G. REAPPLY MULCH TO BARE AND THIN AREAS.

1.9 QUALITY ASSURANCE

- A. COMPLY WITH ALL FEDERAL, STATE, COUNTY AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK.
- B. EMPLOY PERSONNEL EXPERIENCED AND FAMILIAR WITH THE REQUIRED WORK AND SUPERVISION BY A FOREMAN.
- C. DO NOT MAKE PLANT MATERIAL SUBSTITUTIONS, IF THE LANDSCAPE MATERIAL SPECIFIED IS NOT READILY AVAILABLE, SUBMIT PROOF TO LANDSCAPE ARCHITECT ALONG WITH THE PROPOSED MATERIAL TO BE USED IN LIEU OF THE SPECIFIED PLANT.
- D. ALL TREES SHALL BE MEASURED BY DIAMETER BREAST HEIGHT (DBH), DO NOT TRIM OR PRUNE TREES AND SHRUBS TO MEET THE REQUIREMENTS.
- E. OWNERS REPRESENTATIVE SHALL INSPECT ALL PLANT MATERIAL AND

RETAINS THE RIGHT TO INSPECT MATERIALS UPON ARRIVAL TO THE SITE AND DURING INSTALLATION. THE OWNERS REPRESENTATIVE MAY ALSO REJECT ANY MATERIALS HE FEELS TO BE UNSATISFACTORY OR DEFECTIVE DURING THE WORK PROCESS. ALL PLANTS DAMAGED IN TRANSIT OR AT THE JOB SITE SHALL BE REJECTED.

PART 2 - PRODUCTS

2.1 PLANT MATERIALS

- A. ALL PLANTS SHALL BE CERTIFIED IN ACCORDANCE WITH THE AMERICAN STANDARD FOR NURSERY STOCK.
- B. PLANTS SHALL CONFORM TO THE MEASUREMENTS SPECIFIED, EXCEPT THE PLANTS LARGER THAN THOSE SPECIFIED MAY BE USED. USE OF LARGER PLANTS SHALL NOT INCREASE THE CONTRACT PRICE.
- C. WHERE MATERIALS ARE PLANTED IN MASSES, PROVIDE PLANTS OF UNIFORM SIZE.
- D. PLANTS SHALL BE GROWN IN CLIMATIC CONDITIONS SIMILAR TO THOSE AT THE INSTALLATION LOCATION.
- E. SHALL BE FREE OF DISEASE, INSECT INFESTATION, DEFECTS INCLUDING WEAK OR BROKEN LIMBS, CROTCHES, AND DAMAGED TRUNKS, ROOTS OR LEAVES, SUN SCALD, FRESH BARK ABRASIONS, EXCESSIVE ABRASIONS, OBJECTIBLE DISFIGUREMENT, INSECT EGGS AND LARVAE.
- F. ALL PLANTS SHALL EXHIBIT NORMAL GROWTH HABITS, VIGOROUS, HEALTHY, FULL, WELL BRANCHED, WELL ROOTED, PROPORTIONATE AND SYMMETRICAL.
- G. TREE TRUNKS TO BE STURDY, EXHIBIT HARDENED SYSTEMS AND VIGOROUS AND FIBROUS ROOT SYSTEMS, NOT ROOT OR POT BOUND.
- H. TREES WITH DAMAGED OR CROOKED LEADERS, BARK ABRASIONS, SUNSCALD, DISFIGURING KNOTS, OR INSECT DAMAGE WILL BE REJECTED.
- I. PLANT SCHEDULE ON DRAWING IS FOR CONTRACTORS INFORMATION ONLY AND NO GUARANTEE IS EXPRESSED OR IMPLIED THAT QUANTITIES THEREIN ARE CORRECT. THE CONTRACTOR SHALL ENSURE THAT ALL PLANT MATERIALS SHOWN ON THE DRAWINGS ARE INCLUDED IN HIS OR HER BID.

2.2 ACCESSORIES/MISCELLANEOUS MATERIALS

- A. MULCH - DOUBLE SHREDDED HARDWOOD MULCH, PARTIALLY DECOMPOSED BY LIVING EARTH TECHNOLOGIES OR APPROVED SUBSTITUTE. MULCH SHOULD BE FREE OF STICKS, STONES, CLAY, GROWTH AND GERMINATION INHIBITING INGREDIENTS.
- B. FERTILIZER - COMMERCIAL FERTILIZER CONTAINING 10-20-10 OR SIMILAR ANALYSIS.
- C. SOIL PREPARATION - SHALL BE FERTILE, LOAMY SOIL. ORGANIC MATTER SHALL ENCOMPASS BETWEEN 3% AND 10% OF THE TOTAL DRY WEIGHT. SOIL SHALL BE FREE FROM SUBSOIL, REFUSE, ROOTS, HEAVY OR STEEP CLAY, STONES LARGER THAN 1", NOXIOUS WEEDS, STICKS, BRUSH, LITTER AND OTHER SUBSTANCES. IT SHOULD BE SUITABLE FOR THE GERMINATION OF SEEDS AND THE SUPPORT OF VEGETATIVE GROWTH. THE PH VALUE SHOULD BE BETWEEN 4 AND 7.

APPROXIMATE PARTICLE DISTRIBUTION FOR TOPSOIL

CLAY	BETWEEN 15% AND 25%
SILT	BETWEEN 15% AND 25%
SAND	LESS THAN 50%
GRAVEL	LESS THAN 10%

D. EXISTING TOPSOIL - MAY BE USED IF IT MEETS THE REQUIREMENTS FOR

- THE IMPORTED TOPSOIL OR IF APPROVED BY THE LANDSCAPE ARCHITECT OR OWNERS REPRESENTATIVE. TOPSOIL SHALL NOT BE STRIPPED, TRANSPORTED OR GRADED IF MOISTURE CONTENT EXCEEDS FIELD CAPACITY. TOPSOIL STOCKPILES SHALL BE PROTECTED FROM EROSION OR CONTAMINATION.
- E. STEEL EDGING - SHALL BE 3/16" X 4" X 16' DARK GREEN LANDSCAPE EDGING.
- F. TREE STAKING - TREE STAKING SOLUTIONS OR APPROVED SUBSTITUTE, REFER TO DETAILS.
- G. FILTER FABRIC - MIRAFI 1405 BY MIRAFI INC. OR APPROVED SUBSTITUTE.
- H. SAND - UNIFORMLY GRADED, WASHED, CLEAN, BANK RUN SAND.
- I. DECOMPOSED GRANITE - BASK MATERIAL OF NATURAL MATERIAL MIX OF GRANITE AGGREGATE NOT TO EXCEED 1/8" IN DIAMETER.
- J. RIVER ROCK - LOCALLY AVAILABLE RIVER ROCK BETWEEN 2"-4" IN DIAMETER.

PART 3 - EXECUTION

3.1 PREPARATION

- A. IF WEEDS ARE GROWING IN PLANTING AREAS, APPLY HERBICIDE RECOMMENDED BY MANUFACTURER AND APPLIED BY AN APPROVED LICENSED APPLICATOR. ALLOW WEEDS TO DIE, AND THEN GRUB OUT ROOTS TO A MINIMUM OF 1/2 INCH DEPTH.
- B. PREPARE NEW PLANTING BEDS BY TILLING EXISTING SOIL TO A DEPTH OF SIX INCHES PRIOR TO PLACING COMPOST AND FERTILIZER. ADD SIX INCHES OF COMPOST AND TILL INTO A DEPTH OF SIX INCHES OF THE TOPSOIL.
- C. POSITION TREES AND SHRUBS AS DESIGNED ON PLAN. OBTAIN OWNERS REPRESENTATIVES APPROVAL PRIOR TO PROCEEDING.
- D. ALL PLANTING AREAS SHALL RECEIVE A MINIMUM OF 2 INCH LAYER OF MULCH.

3.2 EXCAVATING

- A. EXCAVATE PITS FOR PLANTING. TREE PITS SHALL BE LARGE ENOUGH TO PERMIT THE HANDLING OF THE ROOT BALL WITHOUT DAMAGE TO THE ROOTS. TREES SHALL BE PLANTED AT A DEPTH THAT WHEN SETTLED, THE CROWN OF THE PLANT SHALL BEAR THE SAME RELATIONSHIP TO THE FINISH GRADE AS IT DID TO THE SOIL SURFACE IN ORIGINAL PLACE OF GROWTH.
- B. TREE PITS PERCOLATION TEST. FILL PIT WITH WATER AND ALLOW TO STAND FOR 24 HOURS. IF PIT DOES NOT DRAIN, THE TREE NEEDS TO BE MOVED TO ANOTHER LOCATION OR HAVE DRAINAGE ADDED.
- C. SHRUB AND TREE PITS SHALL BE NO LESS THAN 24" WIDER THAN THE ROOT BALL AND 6" DEEPER THAN ITS VERTICAL DIMENSION. HOLES SHOULD BE ROUGH, NOT SMOOTH OR GLAZED.

3.3 PLANTING

- A. REMOVE CONTAINERS WITHOUT DAMAGE TO ROOTS.
- B. REMOVE BOTTOM OF PLANT BOXES PRIOR TO PLACING PLANTS. REMOVE SIDES AFTER PLACEMENT AND PARTIAL BACKFILLING.
- C. REMOVE UPPER THIRD OF BURLAP FROM BALLED AND BURLAPPED TREES AFTER PLACEMENT.
- D. PLACE PLANT UPRIGHT AND PLUMB IN CENTER OF HOLE. ORIENT PLANTS FOR BEST APPEARANCE.
- E. SET PLANTS WITH TOP OF ROOT BALLS FLUSH WITH ADJACENT GRADE AFTER COMPACTION. ADJUST PLANT HEIGHT IF SETTLEMENT OCCURS AFTER BACKFILLING.
- F. BACKFILL HOLES IMMEDIATELY AFTER PLANT IS PLACED USING BACKFILL MIX. BACKFILL TO ONE HALF DEPTH. FILL HOLE WITH WATER AND LIGHTLY TAMP SOIL TO REMOVE VOIDS AND AIR POCKETS.
- G. TRIM PLANTS TO REMOVE DEAD AND INJURED BRANCHES ONLY. BRACE

- PLANTS OVER 65 GALLONS IN SIZE.
- MULCH TO THE TOP OF THE ROOT BALL. DO NOT PLANT GRASS ALL THE WAY TO TRUNK OF THE TREE. MULCH WITH AT LEAST 2" OF SPECIFIED MULCH.
- DO NOT WRAP TREES.
- DO NOT OVER PRUNE.
- BLOCKS OF SOD SHOULD BE LAID JOINT TO JOINT AFTER FERTILIZING THE GROUND FIRST. ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE. THE JOINTS BETWEEN BLOCKS SHOULD BE FILLED WITH TOPSOIL AND THEN WATERED THOROUGHLY.

3.4 STEEL EDGING

- A. STEEL EDGING SHALL BE INSTALLED AND ALIGNED AS INDICATED ON PLANS. OWNERS REPRESENTATIVE TO APPROVE THE STAKED OR PAINTED LOCATION OF STEEL EDGE PRIOR TO INSTALLATION.
- B. ALL STEEL EDGING SHALL BE FREE OF BENDS OR KINKS.
- C. TOP OF EDGING SHALL BE 1/2" MAXIMUM HEIGHT ABOVE FINAL FINISHED GRADE.
- D. STAKES ARE TO BE INSTALLED ON THE PLANTING BED SIDE OF THE EDGING, NOT THE GRASS SIDE.
- E. STEEL EDGING SHALL NOT BE INSTALLED ALONG SIDEWALKS OR CURBS.
- F. EDGING SHOULD BE CUT AT A 45 DEGREE ANGLE WHERE IT MEETS SIDEWALKS OR CURBS.

3.5 CLEANUP

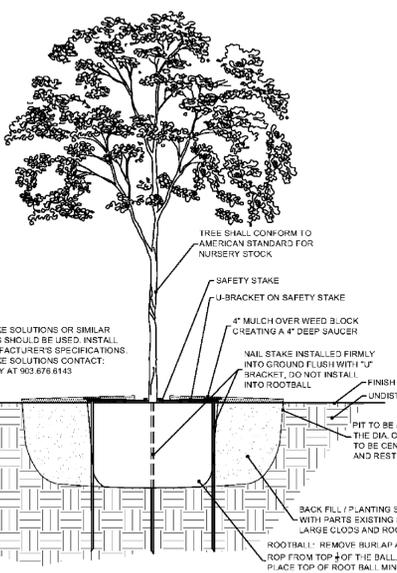
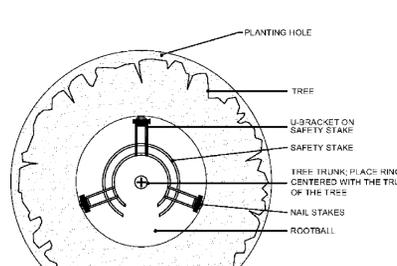
- A. REMOVE CONTAINERS, TRASH, RUBBISH AND EXCESS SOILS FROM SITE AS WORK PROGRESSES.
- B. REPAIR RUTS, HOLES AND SCARES IN GROUND SURFACES.
- C. PREMISES SHALL BE KEPT NEAT AT ALL TIMES AND ORGANIZED.
- D. ALL PAVED AREAS SHOULD BE CLEANED AT THE END OF EACH WORK DAY.

3.6 ACCEPTANCE

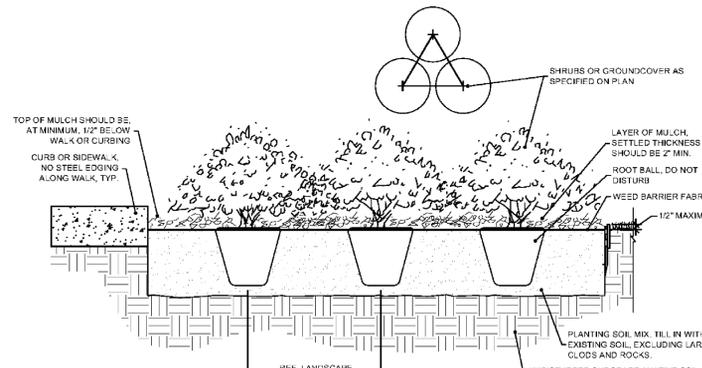
- A. ENSURE THAT WORK IS COMPLETE AND PLANT MATERIALS ARE IN VIGOROUS AND HEALTHY GROWING CONDITION.

END OF SECTION

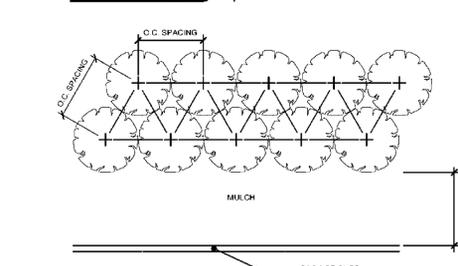
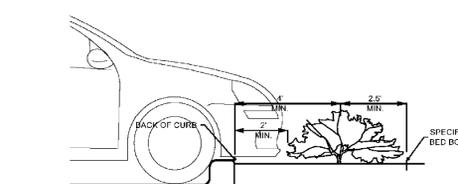
NUMBER	DATE	REVISION	DESCRIPTION



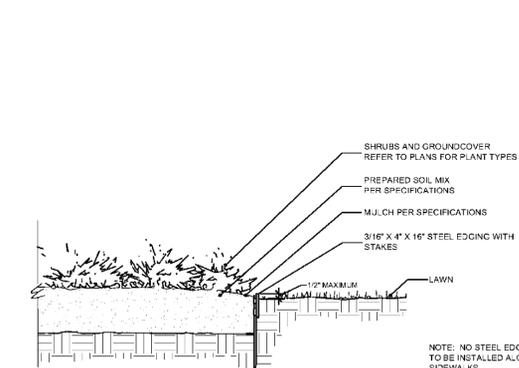
1 TREE PLANTING
N.T.S.



2 SHRUB PLANTING
N.T.S.



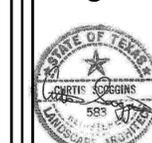
3 SHRUB SPACING AND PLANTING AT B.O.C.
N.T.S.



4 STEEL EDGING DETAIL
N.T.S.

NOTE: NO STEEL EDGING TO BE INSTALLED ALONG SIDEWALKS

LAND TURF
GARLAND, TEXAS
469-951-8822



11/30/2015

4300 BELTWAY DR.
ADDISON, TEXAS

DATE:

11/30/2015

SCALE:

SHEET:

L05



REVISED December 2, 2015

STAFF REPORT

RE: Case 1726-Z/Access Catering

LOCATION: 4300 Beltway Drive

REQUEST: Approval of an ordinance rezoning the property from LR (Local Retail) to a PD (Planned Development)

APPLICANT: Access Catering & Events, represented by Mr. Scott Fernandes

DISCUSSION:

Revised Comments: The applicant submitted revised plans on December 1st, which have addressed several of staff's comments in the original staff report. Additional comments have been added throughout the report based on the revised submittal.

Background: The property located at 4300 Beltway Drive is currently a one story office building of approximately 7,929 square feet. The site is bordered by other single story office buildings to the east and west and a hotel to the north. The southern property line is the border of Addison, with properties to the south being in Farmers Branch.

The site is currently zoned Local Retail. This allows for a variety of retail and office uses, including caterers, but with the restriction that it be offices only. Catering kitchen facilities are permitted elsewhere in Town in both of the Commercial districts as well as all three of the Industrial districts.

The site was developed in 1982 and is required to abide by the zoning requirements in place at that time. The current landscaping regulations were approved in 2008, meaning that this site, as it is today, is exempted from these regulations. However, the regulations state that they become applicable at such time a property is rezoned, including to a Planned Development district.

Proposed Use: Access Catering is proposing to purchase the office building, renovate some office space for itself and a sub-tenant, and convert part of the building into a commercial catering kitchen. Because catering kitchens are not allowed in Local Retail districts, they are requesting to rezone the property to a Planned Development primarily to adjust the list of allowed uses to include catering kitchens.

The applicant is also purchasing an adjacent property to the south which is in Farmers Branch. This property will be primarily utilized for parking.

Staff has no concerns with the proposed use.

Exterior Facades: The building is primarily of brick construction and the applicant is not proposing any major modifications to the exterior facades.

Parking: The parking requirements for this Planned Development would mirror the general requirements found in the Local Retail district. The uses being proposed would be parked at an office ratio requiring 1 space per 300 square feet. According to the Dallas Central Appraisal District, the square footage of the building as 7,929. Based on the size of the building, 27 parking spaces would be required. However, the applicant is indicating the building to be 7,634. According to their measurement, 26 spaces would be required. Additionally, the applicant is intending to have a number of delivery vehicles under 1 ton in size. The PD regulations would prohibit these vehicles from being parked in the spaces needed to comply with the required parking ratio. The applicant is indicating that there would be 7 delivery vehicles.

The majority of parking for this site would be provided on an adjacent property in Farmers Branch which is being purchased by the applicant in conjunction with this property. While the Town typically does not allow off-site parking to satisfy parking requirements, because these properties are under the same ownership, the PD regulations can address this by including a requirement that the properties be legally tied together through a parking agreement that would be recorded in the deed records.

Additional Comments: The revised plans resolve the previous discrepancy and list the building as being 7,929 square feet. This will require 27 parking spaces based on a ratio of 1 space per 300 square feet plus a requirement that 7 additional parking spaces be provided for delivery vehicles. A total of 34 parking spaces are required and 37 are provided between the two lots.

Fire Access: The plans have been reviewed by the Fire Marshal to ensure sufficient site access and building coverage. Current requirements call for a 24 foot wide fire lane. Given the site constraints, the fire lane will range between 24 feet and 17 feet wide. The narrowest portion of the fire lane would be between the west side of the building and the western property line,

where space is limited due to the placement of the building within the site. While not an optimal condition, the Fire Marshal believes this to be a workable width.

Landscaping: Staff has a number of concerns regarding the landscaping being proposed as part of the Planned Development. As indicated previously, the landscaping ordinance requires that properties be brought up to current standards when they are rezoned. Below is an explanation of the applicable landscape design standards and how this proposal fails to address them.

Site Coverage – 20% of the site must be landscaped. Currently, landscaping accounts for approximately 8.4% of the site coverage. The applicant is proposing to add additional landscaping and indicates that 12.71% of the site will be landscaped. This calculation includes the area being shown as a 5 foot sidewalk which should not be included in the calculation. Staff estimates that the actual site coverage to be approximately 11.3%.

Additional Comments: The revised plans show that the applicant is providing site coverage equal to 20.7%, which exceeds the requirement. This has been achieved partially through the removal of the proposed sidewalk from the previous set of plans.

Street Landscape Buffer – From the back of curb there must be a 20 foot wide landscape buffer and a 5 foot wide sidewalk, for a total of 25 feet. The site currently includes a 21 foot buffer with no sidewalk. The applicant's landscape plan shows a 5 foot wide sidewalk back of curb and a 16 foot landscape buffer, keeping the total at 21 feet.

Additional Comments: The revised plans continue show a 21 foot buffer along Beltway Drive. The applicant previously proposed to add a five foot wide sidewalk, which had them out of compliance with the 20 foot landscape buffer. With this set of plans, the buffer area is shown as entirely landscaping, bringing them into compliance with the landscape buffer requirements, but out of compliance with the sidewalk requirement.

Perimeter Parking Lot Landscaping – On lots larger than 10,000 square feet, a five foot wide perimeter landscaping strip is required. The applicant's landscape plan does not comply with this requirement, however they have made an attempt to comply where they can, in most locations. They are unable to comply fully due to the existing site layout with the fire lane requirement along the western edge of the property and the ingress and egress easement along the east side of the property.

Interior Area Parking Lot Landscaping – In addition to the screening and perimeter requirements, on a lot of this size, it is required that 5% of the parking area be landscaped with planting islands or other landscaping features. The applicant's plan does not provide a calculation of the interior landscaping area for staff to assess compliance.

Additional Comments: The revised plans now include the interior landscaping calculation and show it to be 14.7%. This exceeds the 5% requirement.

REVISED RECOMMENDATION: APPROVAL

When this case went forward to the Planning and Zoning Commission, the plans themselves showed inconsistencies between the sheets, inaccurate calculations, and incomplete information. Under normal circumstances, staff would require that these be addressed prior to the case going forward to the Commission. However, the applicant asked staff to allow the plans to go forward with these issues because of a legal timeline that the property is under.

More importantly than how the information was presented, staff was concerned about the lack of landscaping being proposed on the site. Based on these factors, staff recommended that the original plans be denied and the Planning and Zoning Commission voted to recommend denial for those reasons as well.

Since that time, staff has continued to work with the applicant to correct the plans and address the lack of landscaping being proposed. With the revised submittal, staff believes that the applicant has met all the landscaping requirements that can be met without a total redevelopment of the site, with the exception of the requirement that a sidewalk be provided.

While pedestrian connectivity is a goal of the Council and of staff, none of the adjacent properties have a sidewalk or are likely to redevelop in the near future when one could be added. The Town itself is also in the process of adding an eight foot sidewalk on the north side of Beltway Drive, so pedestrians along this corridor will have a much more desirable alternative across the street from this property that runs the entire length of Beltway Drive. Therefore, while not ideal, the lack of a sidewalk on this property will not adversely affect a pedestrian's ability to traverse the area.

Based on the revised plans, staff recommends approval.



ADDISON, TEXAS

P.D. REQUEST 1726-Z

ORDINANCE RE-ZONING 4300 BELTWAY
DRIVE FROM L.R. (Local Retail) TO P.D.
(Planned Development)

History

- Discussion has been ongoing with the Owners and the City for more than 6 months.
- Two Properties, Adjacent, one in Addison (Bldg.), one in Farmer's Branch (Parking lot).
- Two Bankruptcies, one property in Dallas and one in Plano.
- Axxess Catering is the successful contract within the Bankruptcy, and the Dallas Court has approved the sale, and the Plano Court conducts its hearing on the 3rd, which determination will be made at the time of this Council's meeting.
- Two Financial interests seeking to close the sale – I.R.S. and the current Lender.
- Several Contracts have been presented and failed, Scott Fernandes/Axxess Catering, is the only one that stayed the course to keep his business in Addison.
- The single property owner who has commented negatively is the Architect Business adjacent to the East, as he attempted to purchase this same property and was unsuccessful.
- Axxess Catering has been in business for 17 years, operating in Addison L.R. zone, as a Catering Kitchen for 12 years, where all deliveries depart before 5 p.m.
- Sales tax is collected on every order.
- Low Impact on Streets, No impact on Parking
- Repurposing an Existing Building

Goal Change L.R. to P.D. and add Catering Kitchen to the approved use

1. Enter into a parking agreement wherein the Farmer's Branch parking lot adjacent, owned by Axxcess Catering, shall satisfy some of the parking requirements
2. Allow a Fire lane to be 17 feet wide through the Addison Property, exiting to the Farmer's Branch Property
3. Approve the Landscape Plan as presented allowing use on this P.D. to have Landscape Plan with 20% total contribution including Site, Street Buffer, Perimeter and Interior Lot Landscaping
4. Approve the Front Buffer without a sidewalk, to preserve the Mature Trees and the drip line for root health, maintain the front berm at 20 feet without change, excluding the requirement of a sidewalk.

Issues Raised by Staff

1.	<u>PARKING</u>	1 space per 300 sq. ft. plus 7 additional spaces for delivery vehicles	<u>APPROVED</u>
2.	<u>FIRE ACCESS</u>	Requirement is 24' – Focus by Fire Marshall is to ensure sufficient site access and building coverage – Fire Marshall has agreed to the lane range is 17' to 20' which is sufficient	<u>APPROVED</u>
3.	<u>KITCHEN</u>	Build out a kitchen in this facility	<u>APPROVED</u>
4.	<u>SITE COVERAGE</u>	<p><u>Landscape</u>: Required to = 20% of lot (currently 8.5%); Plans reflect 20%</p> <ul style="list-style-type: none">• <u>Street Landscape Buffer</u> requires 20' wide buffer with mature trees & 0 sidewalk• <u>Perimeter Parking Lot Landscaping</u>:<ul style="list-style-type: none">• Lots larger than 10,000 (this one is 25,050 sq. ft., must have a 5' perimeter landscaping strip.• Attempts to comply where it can are shown on plans.• FIRE LANE TAKES PRECEDENCE OVER LANDSCAPE• <u>Interior Area Parking Lot Landscaping</u> requires 5% coverage	<p><i><u>Request Met</u></i></p> <p><i><u>Relief Requested</u></i></p> <p><i><u>Relief Requested</u></i></p> <p><u>APPROVED</u></p>

PERSPECTIVE

Layout - No Sidewalks on Any Adjacent Property on Same Side of Street



PERSPECTIVE

Architect Office Adjacent to the East No Sidewalk in Buffer



PERSPECTIVE

Ayres Law Firm Adjacent to the West No Sidewalk in Buffer



PERSPECTIVE

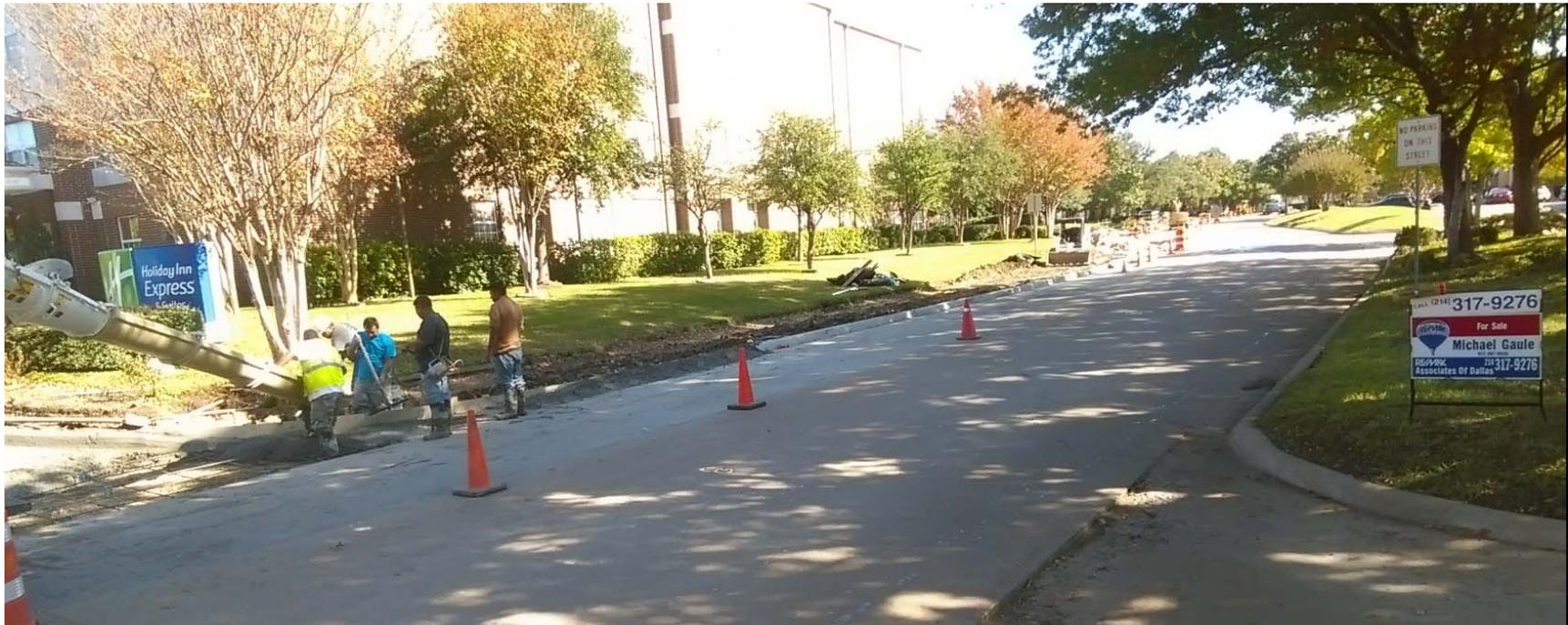
New Full Sidewalk Being Built Across the Street



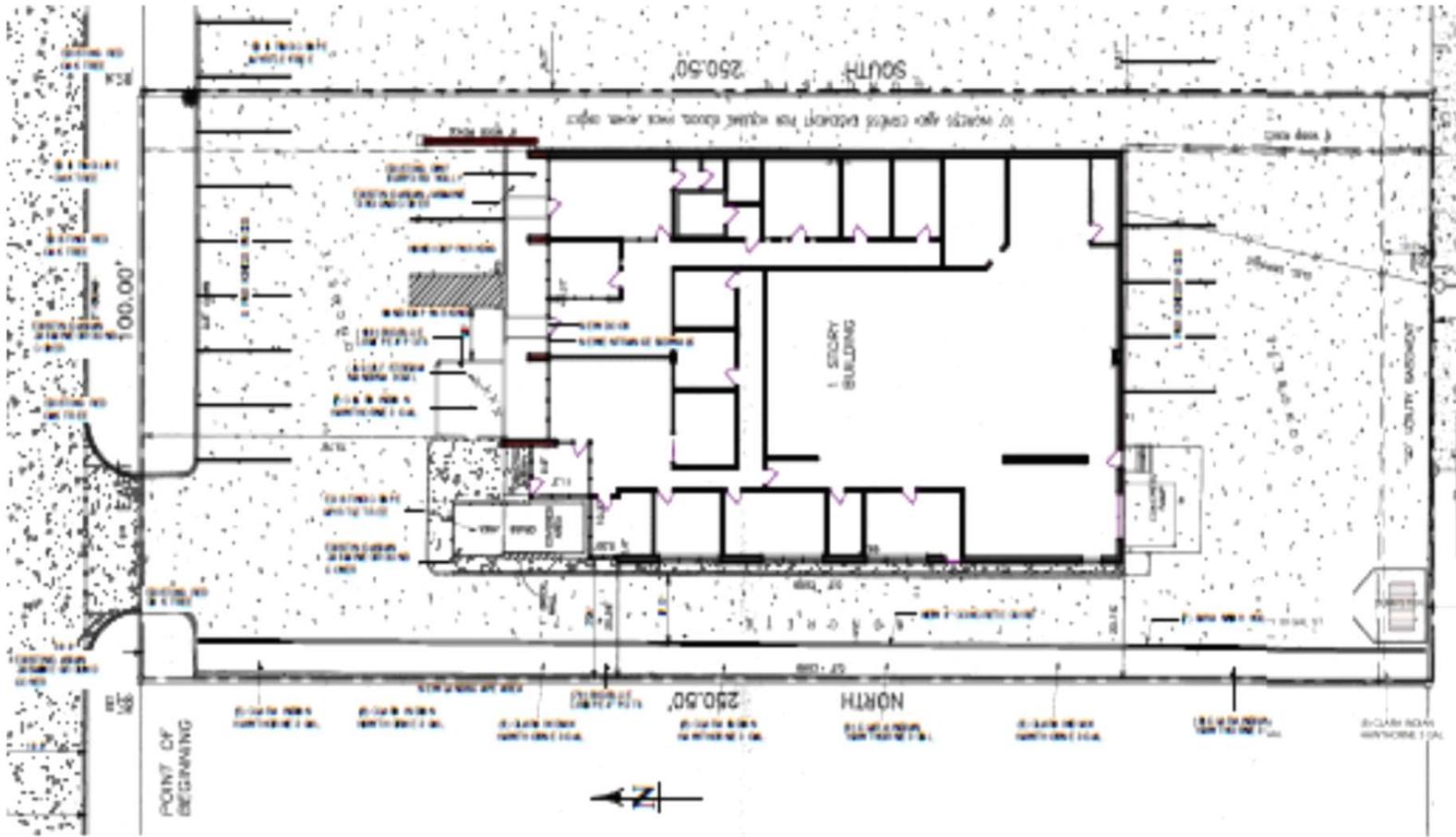
PERSPECTIVE

NEW CONSTRUCTION

Directly Across the Street From Subject Property – FULL SIDEWALK ON STREET



Existing Survey REFLECTS 10' x 250' Ingress/Egress Easement West Side of Property within Boundary



SPECIFIED IN DEED FOR INGRESS AND EGRESS TO BACK PROPERTY -ADJACENT PARKING LOT – FENCE and PARKING STRUCTURE ARE BLOCKING INGRESS AND EGRESS- NO RECORD of PERMIT APPLIED OR ISSUED BY ADDISON

View from Rear of Bldg. See Permanent Parking Structure with Canvas Covering behind Fence, That is built in 10' Ingress and Egress Easement



**ADJACENT PARKING LOT – FENCE and PARKING STRUCTURE ARE BLOCKING
INGRESS AND EGRESS- NO RECORD of PERMIT APPLIED OR ISSUED BY
ADDISON
PERMANENT PARKING STRUCTURE**



PERMANENT STRUCTURE WEST OF THE PROPERTY



PERMANENT STRUCTURE WEST OF THE PROPERTY



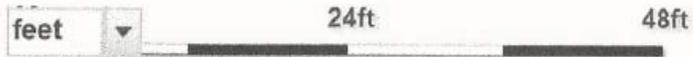
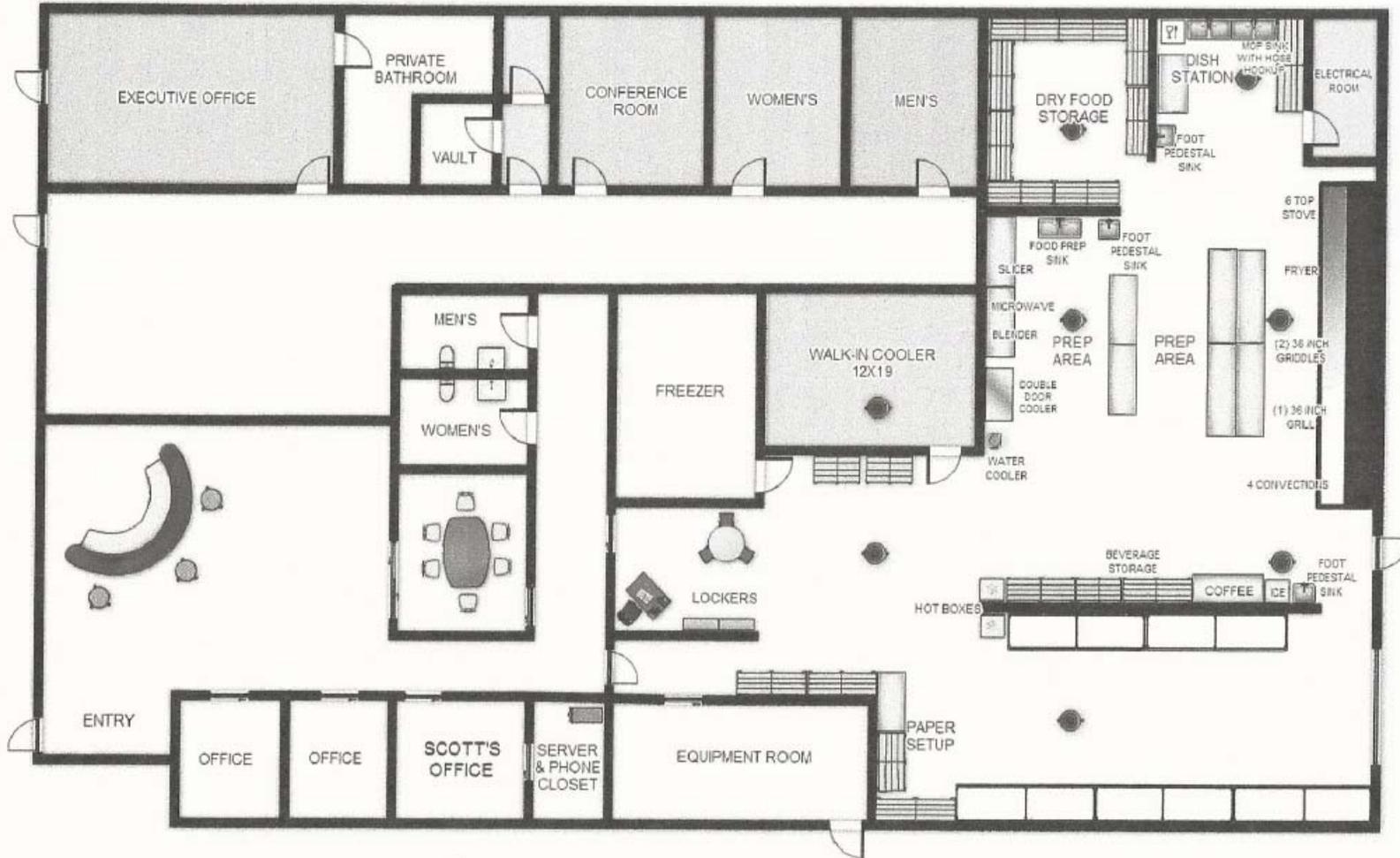
Catering Trucks / Vehicles All under One Ton each/Parking in Rear



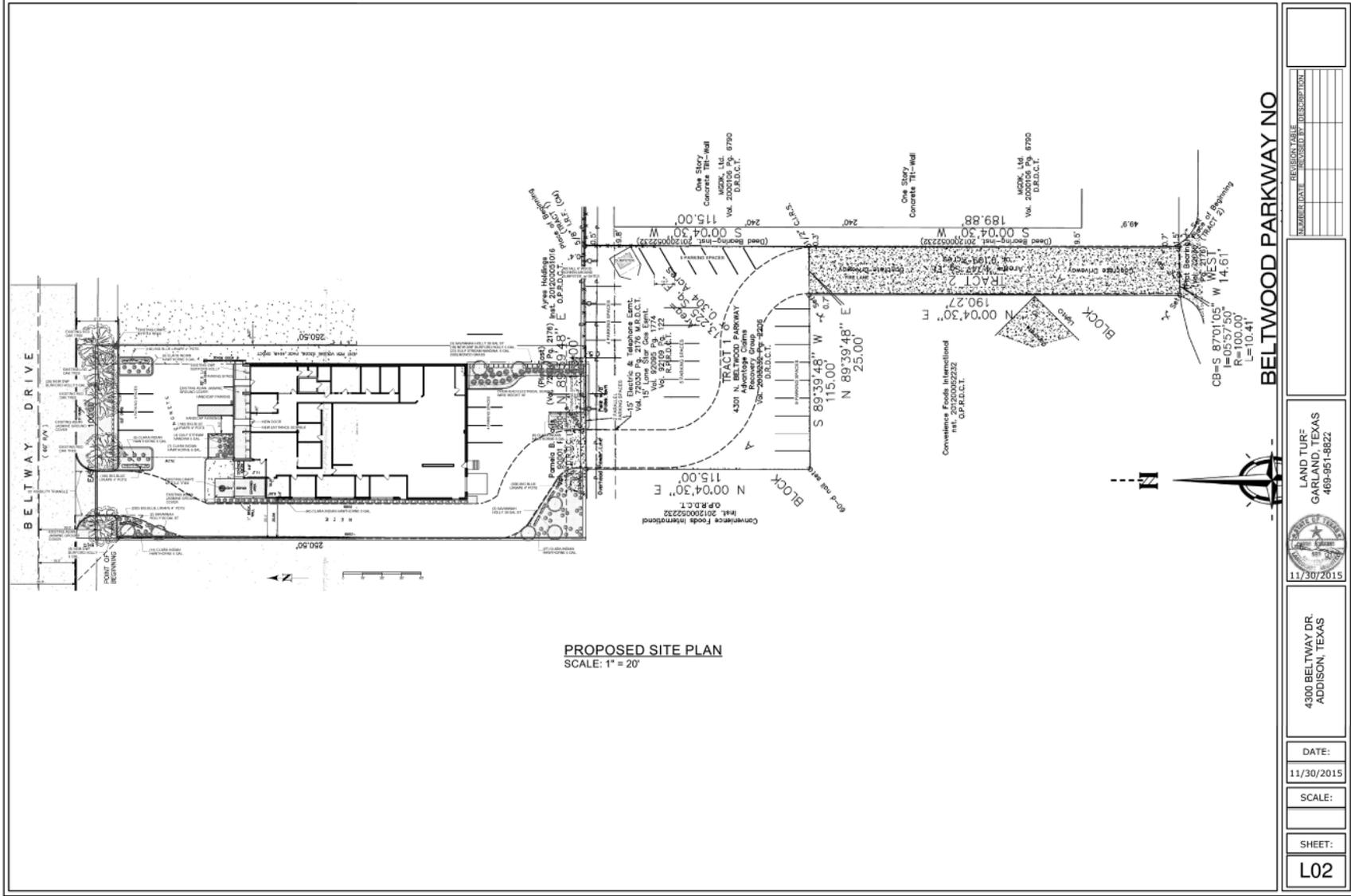
All Delivery Trucks Enter from the Rear
Deliveries between Midnight & 4 a.m.
Open Access to Kitchen In Rear



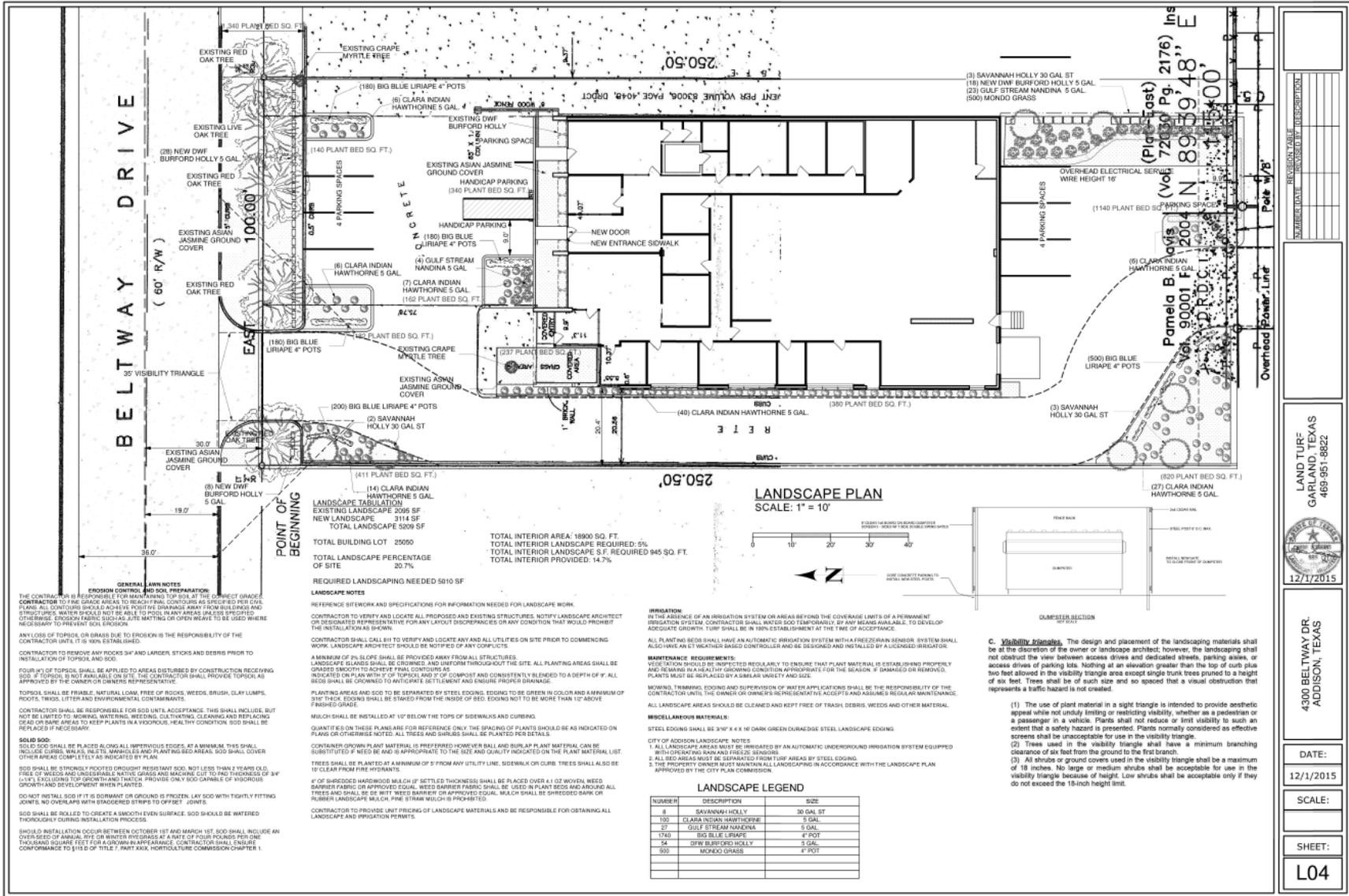
New Floor Plan Kitchen Detail



PROPOSED SITE PLAN



PROPOSED LANDSCAPE PLAN



REVISION TABLE

NO.	DATE	DESCRIPTION

SECRET

LAND TURF GARLAND, TEXAS 469-951-9822

4300 BELTWAY DR. ADDISON, TEXAS

DATE: 12/1/2015

SCALE:

SHEET: L04

12/1/2015

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, CREATING PLANNED DEVELOPMENT DISTRICT _____ BASED ON LOCAL RETAIL DISTRICT REGULATIONS WITH MODIFIED USES AND DEVELOPMENT STANDARDS ON APPROXIMATELY .5751 ACRES OF PROPERTY LOCATED AT 4300 BELTWAY DRIVE; PROVIDING A PENALTY NOT TO EXCEED TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00); AND PROVIDING FOR SAVINGS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on November 17, 2015, the Planning & Zoning Commission considered and made recommendations on a request for a Planned Development District (Case No.1726-Z); and

WHEREAS, this change of zoning is in accordance with the adopted Comprehensive Plan of the Town of Addison, as amended; and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning and Zoning Commission, the information received at a public hearing, and other relevant information and materials, the City Council of the Town of Addison, Texas finds that this amendment promotes the general welfare and safety of this community.

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

Section 1. The recitals and findings set forth above are hereby found to be true and correct and incorporated as if fully set forth herein.

Section 2. Planned Development District _____ is hereby established for the .5751 acres of property located at 4300 Beltway Drive and more specifically described in **Exhibit A** attached hereto and incorporated herein (the "Property"), to allow a commercial catering kitchen and other uses permitted in the Local Retail District (LR) in accordance with all LR district development regulations contained in the Town of Addison, Code of Ordinances, as amended, with the following special conditions:

- A. In addition to the uses allowed in the LR district regulations, the Property may be used for a commercial catering kitchen without the requirement of an attached restaurant.
- B. The Property shall be developed in accordance with the site and landscape plan shown in **Exhibit B** attached hereto and incorporated herein.
- C. A minimum of 34 parking spaces shall be provided on the Property or on the adjacent

property to the south pursuant to a parking agreement.

Section 3. Prior to the issuance of a Certificate of Occupancy for the site, the property owner shall provide Town staff with a copy of an executed parking agreement between this property and the owner's adjacent property to the south, in a form satisfactory to the City Attorney, that has been recorded in the Deed Records of Dallas County.

Section 4. The provisions of the Town of Addison Code of Ordinances, as amended, shall remain in full force and effect save and except as amended by this ordinance.

Section 5. Any person, firm, corporation, or other business entity violating any of the provisions or terms of this Ordinance shall, in accordance with Article XXVIII (Penalty for Violation) of the Zoning Ordinance, be fined, upon conviction, in an amount of not more than Two Thousand and No/100 Dollars (\$2,000.00), and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.

Section 6. The provisions of this Ordinance are severable, and should any section, subsection, paragraph, sentence, phrase or word of this Ordinance, or application thereof to any person, firm, corporation or other business entity or any circumstance, be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of the remaining or other parts or portions of this Ordinance, and the City Council hereby declares that it would have passed such remaining parts or portions of this Ordinance despite such unconstitutionality, illegality, or invalidity, which remaining portions shall remain in full force and effect.

Section 7. All ordinances of the City in conflict with the provisions of this Ordinance be, and the same are hereby repealed, and all other ordinances of the City not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section 8. This Ordinance shall become effective from and after its passage and approval and after publication as may be required by law or by the City Charter or ordinance.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, on this the 8th day of December 2015.

Todd Meier, Mayor

ATTEST:

Laura Bell, City Secretary

CASE NO: 1726-Z/Acess Catering and Events

(Signatures Continued on Next Page)

Case No. 1726-Z/Access Catering and Events

APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney

PUBLISHED ON: _____

EXHIBIT A

BEING a tract or parcel of land situated in the City of Addison, Dallas County, Texas, and being part of the Elisha F. Ike Survey, Abstract No. 478, and also being part of Beltway Office Park III, an Addition to the City of Addison as recorded in Volume 77086, Page 0026 of the Deed Records of Dallas County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a found cross mark in concrete for corner in the Southerly line of Beltway Drive (60 feet wide), said point being due East a distance of 522.0 feet from the intersection of the Easterly line of Midway Road (as widened) and the Southerly line of said Beltway Drive;

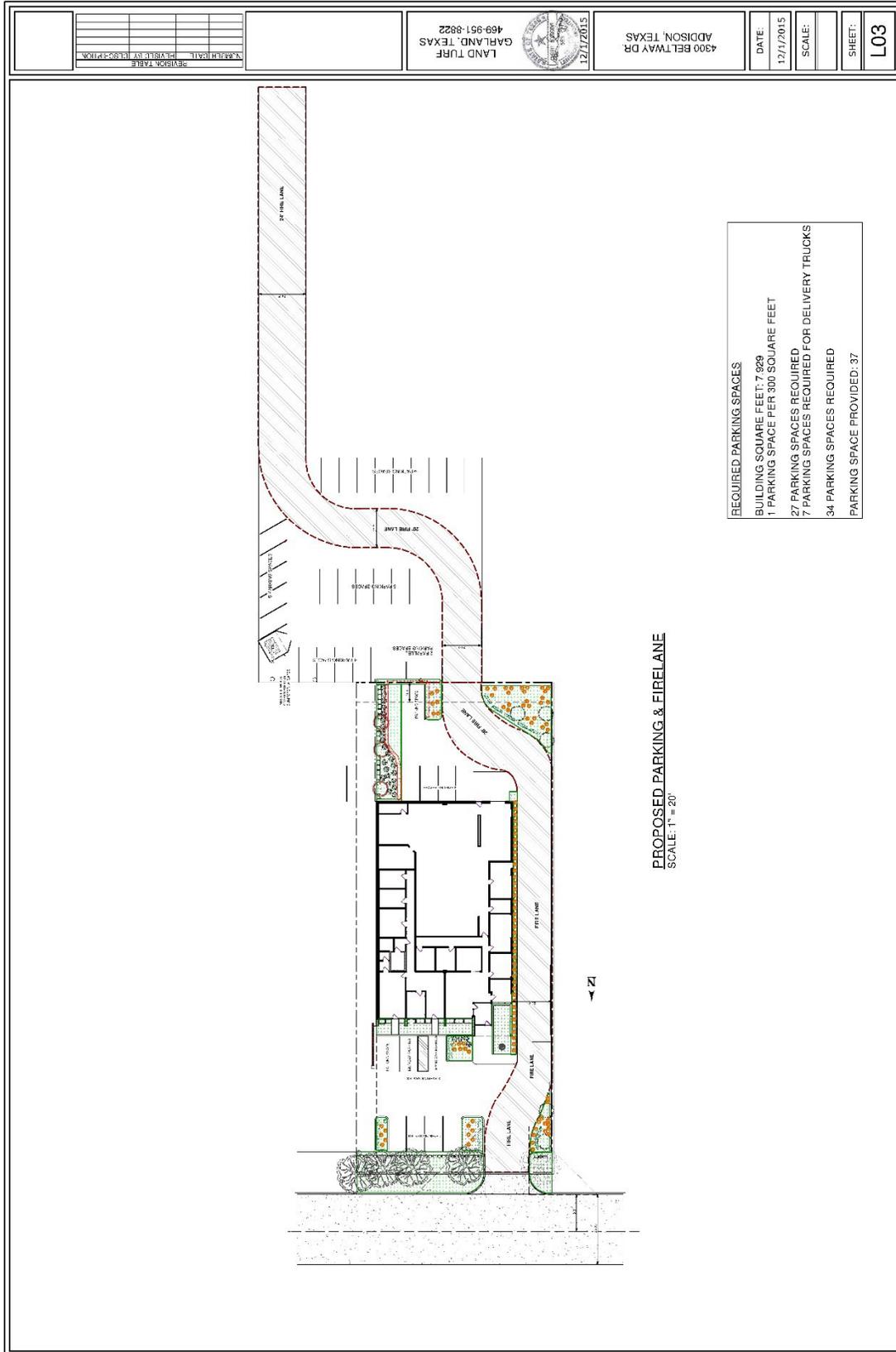
THENCE due East along the Southerly line of said Beltway Drive, a distance of 100.00 feet to a set ½” steel rod for corner;

THENCE due South, a distance of 250.5 feet to a set ½” steel rod for corner in the Southerly line of said Beltway Office Park, Tract III;

THENCE due West along the Southerly line of said Beltway Office Park, Tract III, a distance of 100.00 feet to a found ½” steel rod for corner;

THENCE due North, a distance of 250.50 feet to the POINT OF BEGINNING, and containing 25,050 square feet more or less, or 0.5751 acres.

Exhibit B



Work Session and Regular Meeting

Item # 16.

Meeting Date: 12/08/2015

Department: Infrastructure- Development Services

AGENDA CAPTION:

Consider And Approve A **Resolution Amending The Policy For License Agreements For The Use Of Town Right-Of-Way In The Addison Circle District To Reduce The Amount Of The Annual Fee From \$1,000.00 To \$500.00.**

BACKGROUND:

Earlier this year, Council adopted a resolution establishing a policy for the private use of the public right-of-way in the Addison Circle district. This was primarily to accommodate the restaurants in that area and allow them to expand their patios while also maintaining sufficient walking areas on public sidewalks. Of the four restaurants in the Addison Circle district that were occupying the public right of way without the Town's consent prior to the establishment of this policy, three have begun the process to amend their Special Use Permit and apply for a license agreement.

As part of that policy, an annual fee of at least \$1,000 was established. The total fee was to be determined based on the site of the area and intensity of the use. This resolution proposes to amend the fee by reducing it to a flat \$500.

RECOMMENDATION:

Staff recommends approval.

Attachments

Resolution

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS AMENDING THE POLICY ADOPTED BY RESOLUTION NO. R-15-038 FOR LICENSE AGREEMENTS FOR THE USE OF TOWN RIGHT-OF-WAY IN THE ADDISON CIRCLE DISTRICT TO REDUCE THE AMOUNT OF THE ANNUAL FEE FROM \$1,000 TO \$500.00; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. That the paragraph 2E of the Addison Circle Right of Way License Agreement Policy adopted by Resolution No. R-15-038 shall be and is hereby amended to read in its entirety as follows:

2. Requests to use a portion of the public right of way adjacent to a business shall be processed and considered in accordance with the following principles:

E. The Town will charge a fee of \$500.00 per year for the duration of the agreement.

Section 2. Effective Date. This Resolution shall take effect upon its passage and approval.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 8th day of December, 2015.

Todd Meier, Mayor

ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

Meeting Date: 12/08/2015

Department: Finance

AGENDA CAPTION:

Presentation And Discussion Of The **Finance Department Quarterly Financial Review Of The Town For The Quarter And Year-To-Date Ended September 30, 2015.**

BACKGROUND:

The Town of Addison's financial policies require the publication of a financial report subsequent to the end of each fiscal quarter. This report covers the financial performance for both the fourth quarter and annual performance for Fiscal Year 2015 (October 1, 2014- September 30, 2015). Enclosed in the report is an executive dashboard that provides a high level look at some the key financial indicators along with more detailed exhibits which demonstrate the current financial position for the various funds. This report includes the following: General, Hotel, Airport, Utility , Storm Water and Investment reports. The financial condition of the town remains strong and reported funds adhere to the 25% fund balance requirement.

Key highlights:

Currently overall sales tax collections in the **General fund** are down about 3% when compared to the previous year to date collections, which marks a strong economic recovery after the relocation of a significant sales tax contributor. Staff anticipated a significant reduction in sales tax of ten percent due to the relocation of a major taxpayer. The three percent outcome was much more favorable than anticipated.

*General fund will contribute over \$2M to fund balance due to stronger than expected revenue performance and staff costs savings initiatives

Revenues for the **Utility fund** are up 2% over last year.

Revenues for the **Hotel fund** are up over 10% over last year

Staff has reviewed the financial reports with the Finance Committee.

RECOMMENDATION:

No action needed.

Attachments

Quarterly Report



Department of Finance
Quarterly Review

For the Period Ended September 30, 2015

Town of Addison

Executive Dashboard – 4th Quarter, 2015 Fiscal Year

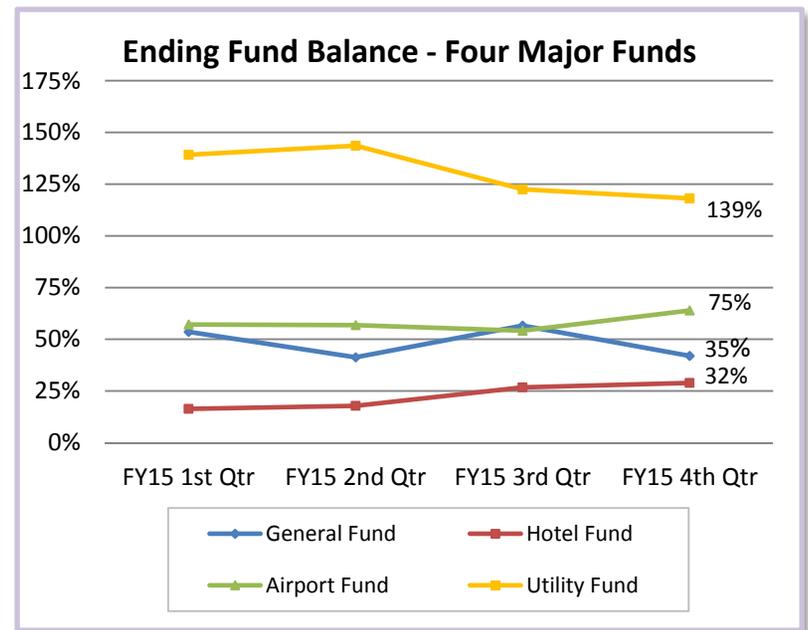
Financial Indicators

Overall Fund Outlook:



Key Revenue Sources	FY15 Budget	Actual through 9/30/15	% Annual Budget
Ad Valorem Taxes - General Fund	\$ 11,736,390	\$ 11,378,975	96.95%
Non-Property Taxes - General Fund	13,391,275	14,215,555	106.16%
Hotel Tax	5,839,311	5,512,956	94.41%
Franchise Fees - General Fund	2,880,000	2,821,570	97.97%
Service/Permitting/License Fees - General Fund	2,183,500	2,572,188	117.80%
Rental Income - All Funds	5,582,545	5,892,446	105.55%
Fines and Penalties - All Funds	780,000	790,139	101.30%
Special Event Revenue - Hotel Fund	1,350,000	1,028,501	76.19%
Fuel Flowage Fees - Airport Fund	841,280	829,044	98.55%
Water and Sewer Charges - Utility Fund	10,088,726	10,118,744	100.30%

Key Expenditures	FY15 Budget	FY15 YTD 9/30/15	% Annual Budget
General Fund	\$ 37,437,756	\$ 35,806,121	95.64%
Hotel Fund	\$ 7,194,976	\$ 6,664,627	92.63%
Economic Development	\$ 1,636,394	\$ 1,280,853	78.27%
Airport Operations	\$ 4,655,100	\$ 3,846,759	82.64%
Utility Operations	\$ 8,403,099	\$ 7,744,602	92.16%



Executive Dashboard – 4th Quarter, 2015 Fiscal Year

Financial Indicators

Personnel Information:

New Hires - Benefitted Positions				
07/2015 - 9/2015				
Department	Part-Time Positions	Full-time positions	Total, 4th Qtr	YTD
City Manager	0	1	1	2
Conference Centre	0	1	1	2
Development Services	0	0	0	3
Economic Development	0	0	0	1
Emerg. Communications	0	0	0	1
Finance	0	0	0	4
Fire	0	0	0	9
Human Resources	0	0	0	2
Information Technology	0	0	0	1
Marketing & Communications	0	0	0	1
Parks	0	2	2	4
Police	0	3	3	9
Special Events	0	0	0	1
Streets	0	0	0	3
Utilities	0	0	0	2
Recreation	0	0	0	1
Grand Total	0	7	7	46

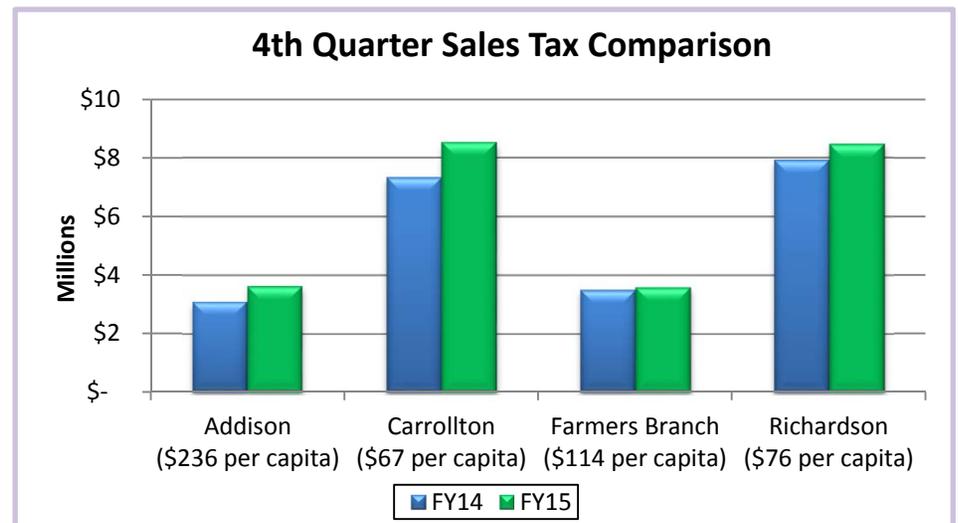
Separations - Benefitted Positions				
07/2015 - 9/2015				
Department	Part-Time Positions	Full-time positions	Total, 4th Qtr	YTD
City Manager	0	0	0	2
Conference Centre	0	0	0	1
Economic Development	0	0	0	1
Marketing & Communications	0	0	0	1
Finance	0	1	1	2
Fire	0	1	1	6
Special Events	0	0	0	3
Human Resources	0	0	0	2
Parks	0	1	1	5
Police	0	4	4	12
Streets	0	0	0	2
Recreation	0	0	0	1
Grand Total	0	7	7	38

Economic Development Incentives:

Executed Agreements	Amount Paid FY15	Total Incentives Committed
7	\$96,002	\$487,669

Purchasing Information:

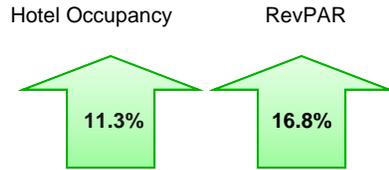
FY14 Savings	FY15 Bid Savings	FY15 Savings Goal
\$392,079	\$1,675,971	\$650,000



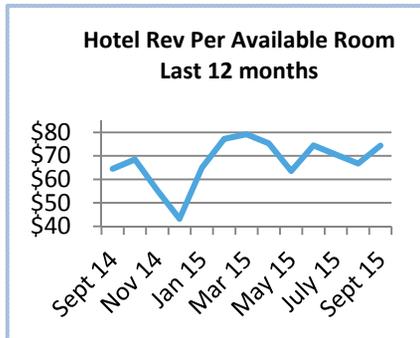
Executive Dashboard – 4th Quarter, 2015 Fiscal Year

Economic Indicators

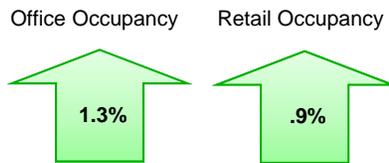
Hotel Indicators:



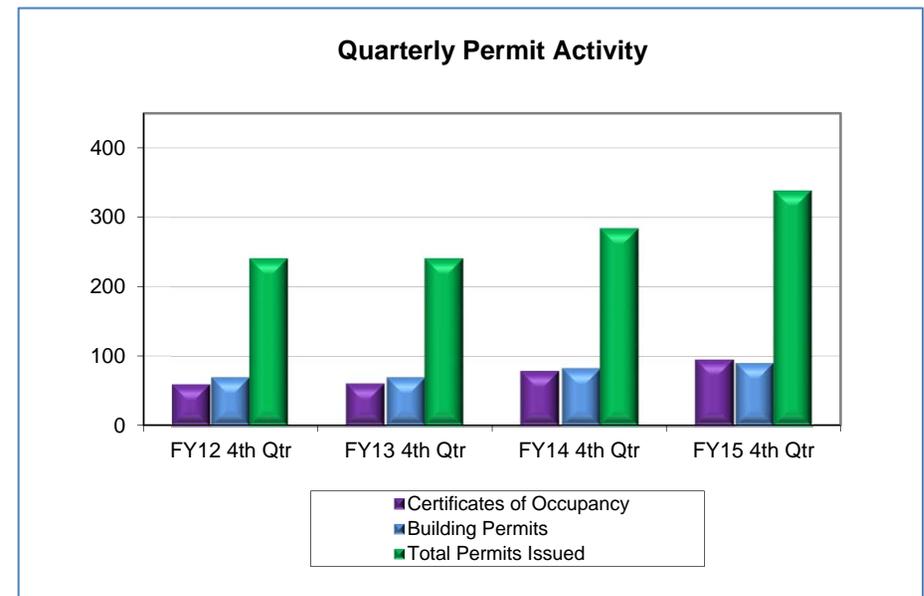
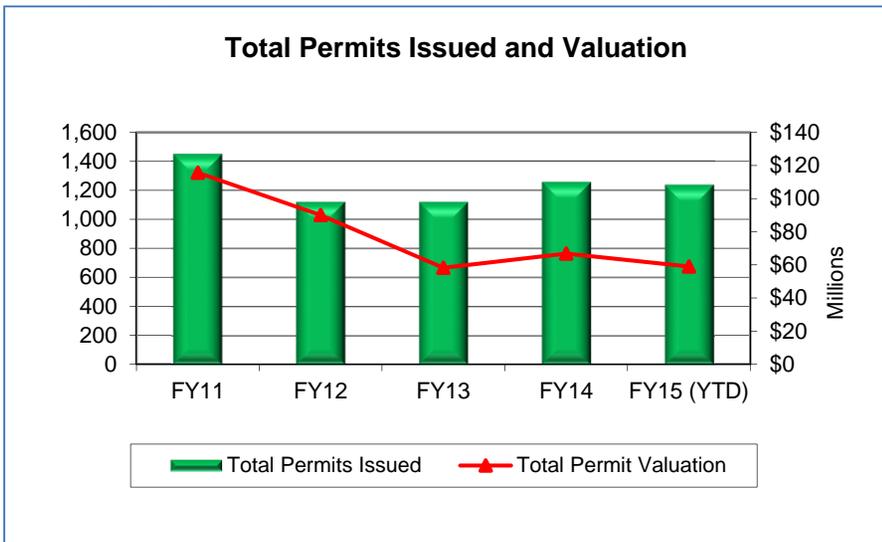
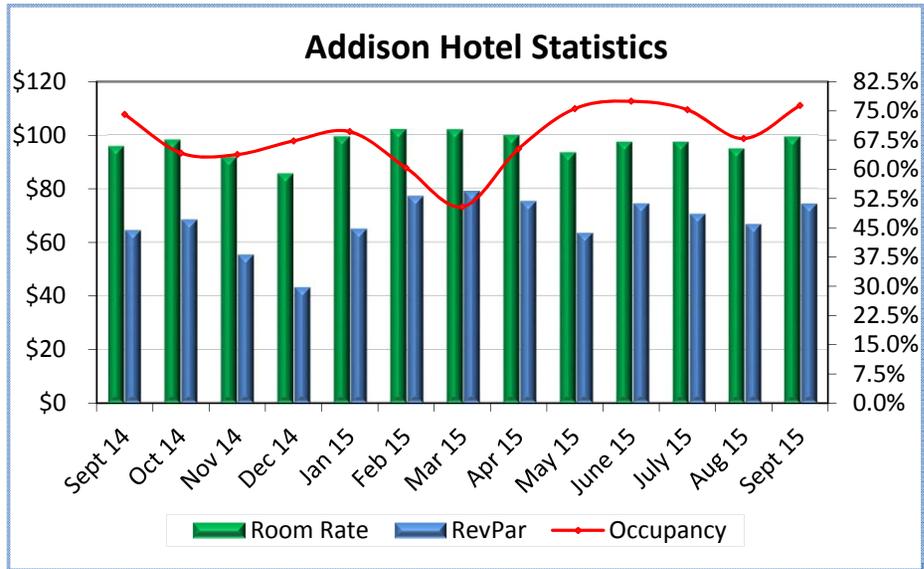
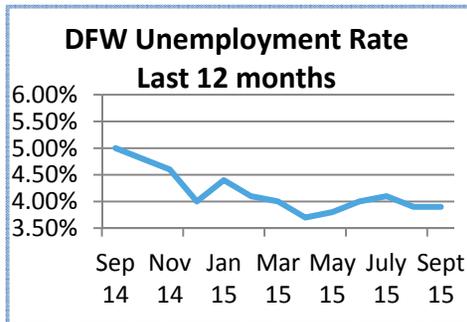
Source: STR Report
(compares to prior year)



Occupancy Indicators:



Source: CoStar
(compares to prior year)





MEMO

To: Wes Pierson, City Manager
From: Cheryl Delaney, Deputy City Manager, and Interim Chief Financial Officer
Re: Fourth Quarter Financial Review
Date: December 1, 2015

This is the fourth quarter report for the 2014-2015 fiscal year. Revenues and expenditures reflect activity from October 1, 2014 through September 30, 2015, twelve of twelve months, or one hundred percent of the fiscal year.

GENERAL FUND

- Fiscal year to date revenue totaled \$32.1 million, which is 102.6 percent of the overall budget amount. Total revenue is approximately \$134 thousand or 0.4 percent less than received this time last year. Net sales tax collections totaled \$13.0 million, a 3 percent decrease over the previous year-to-date collections. Current year alcoholic beverage tax collections exceeded the amount received this time last year by \$182,034 or 18 percent. Municipal Court fines, Licenses and Permits are trending above budgeted amounts.
- Fiscal year to date expenditures and transfers totaled \$35.8 million, which is 95.6 percent of budget and \$5.7 million, or 19 percent more than amounts spent this time last year, which can be attributed to contributions to the newly created Infrastructure Investment Fund. Most departments appear to be on pace with their respective budgets.

HOTEL FUND

- Revenues through the fourth quarter totaled \$7.6 million, an increase of \$406 thousand or 6 percent from the prior year. Hotel occupancy tax collections of \$5.5 million are \$504 thousand, or 10 percent more than at this time last year. The other revenue categories are either above or slightly behind their budgeted numbers. Proceeds from Special Events are below budget primarily due to performance of Fork & Cork, which will be updated next year.
- Hotel Fund expenditures of \$6.7 million are 92.6 percent of budget and \$636 thousand less than this time a year ago. All departments ended slightly below their respective budgets.

- Expenditures in the Hotel Fund will decrease significantly due to the elimination of the Visit Addison department in FY2016. Although the Town will incur expenditures to be released from the rental agreement, the department's operational expenditures will cease, creating overall savings for the Hotel Fund. Budgeted expenditures were \$847,992 in FY2015, \$626,588 in FY2014, and \$400,000 in FY2016 for the lease payout.

AIRPORT FUND

- Operating revenue through the fourth quarter totaled \$5.5 million, compared to \$4.9 million in the prior year. This represents an increase of 14 percent. This can be attributed mainly to an increase in rental revenue.
- Through the fourth quarter, operating expenses amounted to \$3.8 million, resulting in operating income of \$1.7 million. Some expenses ended higher than budget while others ended in-line with their budgeted amounts.

UTILITY FUND

- Operating revenue through the fourth quarter totaled \$10.2 million, compared to \$9.9 million in the prior year. This represents an increase of 2.0 percent. Revenues ended 99.9 percent of budgeted amounts. Weather during the final quarter of the fiscal year played a vital role in exceeding budgeted water revenue for the entire year.
- Operating expenses through the fourth quarter totaled \$7.7 million, bringing net operating income to \$2.4 million. Working capital decreased \$1.0 million from the prior fiscal year, due in large part to capital expenses.

CASH AND INVESTMENT REPORT

- Cash and investments for all funds as of September 30, 2015 totaled \$88.8 million, representing a decrease of approximately \$5.9 million from the previous quarter.
- The City's average investment yield to maturity at the end of September was 0.36 percent, a decrease from the previous quarter's yield of 0.42 percent. This yield is higher than the TexPool benchmark of 0.085 percent. The average weighted maturity decreased from 205 days to 146 days.
- The Town's current portfolio consists of 40% CDs, 34% Local Government Investment Pools, and 25% Agency Securities while 51% of the portfolio has maturities of 90 days or less. Additionally, staff will continue to seek out CDs and callable agency securities in order to maximize yields. Finally, with interest rates expected to remain low through the beginning of 2016, we will look to extend the portfolio's duration to the extent that cash flow allows.

TOWN OF ADDISON

GENERAL FUND

FY 2015 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET

With Comparative Information from Prior Fiscal Year

CATEGORY	FY 2013-14 ACTUAL PRIOR YEAR	FY 2014-15 REVISED BUDGET	FY 2014-15 ACTUAL 4TH QTR	FY 2014-15 ACTUAL Y-T-D	ACTUAL YTD as % of Budget
Revenues:					
Ad Valorem taxes:					
Current taxes	\$ 11,300,196	\$ 11,717,010	\$ (114,880)	\$ 11,424,738	97.5%
Delinquent taxes	(5,965)	5,540	(9,810)	(71,220)	0.0%
Penalty & interest	24,074	13,840	2,023	25,457	183.9%
Non-property taxes:					
Sales tax	13,440,938	12,491,275	4,422,340	13,038,912	104.4%
Alcoholic beverage tax	994,609	900,000	598,288	1,176,643	130.7%
Franchise / right-of-way use fees:					
Electric franchise	1,581,713	1,535,000	355,544	1,539,971	100.3%
Gas franchise	203,641	265,000	-	273,320	103.1%
Telecommunication access fees	659,906	665,000	150,077	593,387	89.2%
Cable franchise	363,609	415,000	108,770	414,892	100.0%
Street rental fees	10,000	7,000	-	6,850	97.9%
Licenses and permits:					
Business licenses and permits	166,188	180,000	122,125	259,487	144.2%
Building and construction permits	735,457	560,000	168,744	751,736	134.2%
Service fees:					
General government	1,203	500	55	849	169.8%
Public safety	767,256	765,000	212,865	853,445	111.6%
Urban development	3,250	3,000	1,915	3,830	127.7%
Streets and sanitation	390,453	380,000	119,196	400,562	105.4%
Recreation	89,013	65,000	20,380	72,279	111.2%
Interfund	234,030	230,000	57,500	230,000	100.0%
Court fines	879,808	700,000	148,837	725,190	103.6%
Interest earnings	48,267	50,000	20,489	69,431	138.9%
Rental income	260,000	250,000	41,667	236,667	94.7%
Other	78,618	84,000	(7,139)	65,597	78.1%
Total Revenues	32,226,264	31,282,165	6,418,986	32,092,023	102.6%

TOWN OF ADDISON

GENERAL FUND

FY 2015 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET

With Comparative Information from Prior Fiscal Year

CATEGORY	FY 2013-14 ACTUAL PRIOR YEAR	FY 2014-15 REVISED BUDGET	FY 2014-15 ACTUAL 4TH QTR	FY 2014-15 ACTUAL Y-T-D	ACTUAL YTD as % of Budget
Expenditures:					
General Government:					
City manager	1,082,260	1,608,174	374,549	1,538,933	95.7%
Finance	905,409	1,150,539	254,604	1,008,993	87.7%
General services	696,969	727,260	229,304	679,165	93.4%
Municipal court	499,289	568,053	144,291	499,705	88.0%
Human resources	555,910	579,947	139,024	492,604	84.9%
Information technology	1,523,283	1,861,330	412,341	1,581,032	84.9%
Combined services	839,567	977,730	255,622	1,077,938	110.2%
Council projects	537,076	653,668	231,837	578,232	88.5%
Public safety:					
Police	8,174,497	8,502,771	2,278,337	8,610,726	101.3%
Emergency communications	1,217,615	1,483,047	415,838	1,377,265	92.9%
Fire	6,479,303	6,841,514	1,753,419	6,709,119	98.1%
Development services					
Streets	962,585	1,256,030	302,897	1,086,232	86.5%
Parks and Recreation:					
Parks	1,727,406	2,037,535	639,632	1,801,462	88.4%
Recreation	3,366,567	3,477,120	826,642	3,103,605	89.3%
Other financing uses:					
Transfers	1,507,830	1,698,038	468,535	1,646,110	96.9%
Transfers	-	4,015,000	1,000,000	4,015,000	100.0%
Total Expenditures	30,075,566	37,437,756	9,726,872	35,806,121	95.6%
Net Change in Fund Balance	2,150,698	(6,155,591)	(3,307,886)	(3,714,098)	
Fund Balance at Beginning of Year	13,979,398	16,130,096		16,130,096	53.6%
Fund Balance at End of Year	\$ 16,130,096	\$ 9,974,505		\$ 12,415,998	34.7%

TOWN OF ADDISON

HOTEL FUND

FY 2015 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET

With Comparative Information from Prior Fiscal Year

CATEGORY	FY 2013-14 ACTUAL PRIOR YEAR	FY 2014-15 REVISED BUDGET	FY 2014-15 ACTUAL 4TH QTR	FY 2014-15 ACTUAL Y-T-D	ACTUAL YTD as % of Budget
Revenues:					
Hotel/Motel occupancy taxes	\$ 5,009,121	\$ 5,839,311	\$ 1,423,341	\$ 5,512,956	94.4%
Proceeds from special events	1,304,208	1,350,000	662,081	1,028,501	76.2%
Conference centre rental	570,833	603,750	321,313	624,661	103.5%
Visit Addison rental	216,558	310,000	65,939	253,463	81.8%
Theatre centre rental	72,160	120,000	28,563	148,418	123.7%
Interest and miscellaneous	8,426	10,000	11,334	19,723	197.2%
Total Revenues	7,181,306	8,233,061	2,512,571	7,587,722	92.2%
Expenditures:					
Visitor services	987,389	-	-	-	0.0%
Visit Addison	618,766	847,992	203,150	765,399	90.3%
Marketing	967,186	975,889	374,662	872,628	89.4%
Special events	2,552,632	2,358,050	1,109,127	2,279,420	96.7%
Conference centre	1,063,116	1,178,942	293,404	957,729	81.2%
Performing arts	541,412	551,521	21,529	542,065	98.3%
General hotel operations	-	71,500	21,957	36,304	50.8%
Other financing uses:					
Transfer to debt serv & ED funds	570,000	1,211,082	302,770	1,211,082	100.0%
Total Expenditures	7,300,501	7,194,976	2,326,599	6,664,627	92.6%
Net Change in Fund Balance	(119,195)	1,038,085	185,972	923,095	
Fund Balance at Beginning of Year	1,313,869	1,194,674		1,194,674	16.4%
Fund Balance at End of Year	\$ 1,194,674	\$ 2,232,759		\$ 2,117,769	31.8%

TOWN OF ADDISON
ECONOMIC DEVELOPMENT FUND
FY 2015 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET
With Comparative Information from Prior Fiscal Year

CATEGORY	FY 2013-14 ACTUAL PRIOR YEAR	FY 2014-15 REVISED BUDGET	FY 2014-15 ACTUAL 4TH QTR	FY 2014-15 ACTUAL Y-T-D	ACTUAL YTD as % of Budget
Revenues:					
Ad Valorem taxes:					
Current taxes	\$ 773,986	\$ 998,390	\$ 8	\$ 973,607	97.5%
Delinquent taxes	(409)	470	(836)	(6,062)	0.0%
Penalty & interest	1,649	1,170	172	2,169	185.4%
Business license fee	65,205	70,000	3,013	68,838	98.3%
Interest income and other	1,986	1,660	(330)	3,400	204.8%
Transfers from General/Hotel Fund	-	515,282	125,070	515,282	100.0%
Total Revenues	842,417	1,586,972	127,097	1,557,234	98.1%
Expenditures:					
Personnel services	268,861	359,774	103,499	353,523	98.3%
Supplies	19,129	32,600	5,944	20,854	64.0%
Maintenance	5,518	91,230	16,437	62,447	68.5%
Contractual services	729,007	1,133,640	297,285	824,881	72.8%
Capital replacement/lease	7,070	19,150	4,787	19,148	100.0%
Total Expenditures	1,029,585	1,636,394	427,952	1,280,853	78.3%
Net Change in Fund Balance	(187,168)	(49,422)	(300,855)	276,381	
Fund Balance at Beginning of Year	664,401	477,233		477,233	46.4%
Fund Balance at End of Year	\$ 477,233	\$ 427,811		\$ 753,614	58.8%

AIRPORT FUND
FY 2015 QUARTERLY STATEMENT OF REVENUES, EXPENDITURES
COMPARED TO BUDGET
With Comparative Information from Prior Fiscal Year

CATEGORY	FY 2013-14 ACTUAL PRIOR YEAR	FY 2014-15 REVISED BUDGET	FY 2014-15 ACTUAL 4TH QTR	FY 2014-15 ACTUAL Y-T-D	ACTUAL YTD as % of Budget
Operating Revenues:					
Operating grants	\$ 50,000	\$ 50,000	\$ -	\$ 1,201	2.4%
Fuel flowage fees	784,286	841,280	200,595	829,044	98.5%
Rental	3,868,780	4,291,795	1,443,146	4,622,387	107.7%
User fees	16,075	62,000	16,652	61,379	99.0%
Other income	138,618	380,000	(368,810)	13,588	3.6%
Total Operating Revenues:	4,857,759	5,625,075	1,291,583	5,527,599	98.3%
Operating Expenses:					
Town - Personnel services	336,278	388,707	87,635	315,510	81.2%
Town - Supplies	40,054	45,179	24,964	58,326	129.1%
Town - Maintenance	245,513	113,040	27,677	88,270	78.1%
Grant - Maintenance	100,000	100,000	-	-	0.0%
Town - Contractual services	674,335	605,120	130,151	560,906	92.7%
Operator operation & maintenance	2,453,794	3,060,885	900,133	2,426,776	79.3%
Operator service contract	335,592	342,169	84,986	396,971	116.0%
Total Operating Expenses:	4,185,566	4,655,100	1,255,546	3,846,759	82.6%
Operating Income/(Loss) (excluding depreciation)	672,193	969,975	36,037	1,680,840	
Non-Operating revenues (expenses):					
Interest earnings	13,237	5,000	(8,436)	-	-63.7%
Principal & interest on debt, fiscal fees & other	(577,542)	(583,267)	(67,758)	(583,766)	11.7%
Capital grants	12,286,969	-	-	-	0.0%
Capital outlay	(14,971,986)	(460,041)	(51,409)	(422,202)	0.3%
Net Total Non-Operating revenues (expenses):	(3,249,322)	(1,038,308)	(127,603)	(1,005,968)	3.9%
Net Change to Working Capital	(2,577,129)	(68,333)	(91,566)	674,872	
Working Capital at Beginning of Year	4,788,684	2,211,555		2,211,555	
Working Capital at End of Year	\$ 2,211,555	\$ 2,143,222		\$ 2,886,427	

UTILITY FUND
FY 2015 QUARTERLY STATEMENT OF REVENUES, EXPENDITURES
COMPARED TO BUDGET
With Comparative Information from Prior Fiscal Year

CATEGORY	FY 2013-14 ACTUAL PRIOR YEAR	FY 2014-15 REVISED BUDGET	FY 2014-15 ACTUAL 4TH QTR	FY 2014-15 ACTUAL Y-T-D	ACTUAL YTD as % of Budget
Operating revenues:					
Water sales	\$ 5,479,937	\$ 5,570,671	\$ 2,670,782	\$ 5,678,134	101.9%
Sewer charges	4,362,009	4,507,775	1,565,100	4,428,030	98.2%
Tap fees	3,990	10,280	3,105	12,580	122.4%
Penalties	78,227	80,000	14,888	64,949	81.2%
Other Income/(Expenses)	20,733	20,000	(14,932)	(7,107)	-35.5%
Total Operating Revenues:	9,944,896	10,188,726	4,238,943	10,176,586	99.9%
Operating expenses:					
Water purchases	2,933,034	3,127,904	787,236	2,895,316	92.6%
Wastewater treatment	2,480,657	2,448,590	669,819	2,393,235	97.7%
Utility operations	2,974,949	2,826,605	819,298	2,456,051	86.9%
Total Operating Expenses:	8,388,640	8,403,099	2,276,353	7,744,602	92.2%
Operating Income/(Loss) (excluding depreciation)	1,556,257	1,785,627	1,962,590	2,431,984	
Non-Operating revenues (expenses):					
Debt proceeds	7,534,190	-	-		
Interest earnings and other	(368,945)	(99,248)	18,328	-	0.0%
Principal and interest on debt, fiscal fees & other	(605,263)	(1,048,815)	(273,343)	(1,048,690)	100.0%
Capital outlay	(97,506)	(5,378,124)	(856,327)	(2,416,348)	44.9%
Net Total Non-Operating revenues (expenses):	6,462,476	(6,526,187)	(1,111,342)	(3,465,038)	53.1%
Net Change to Working Capital	8,018,733	(4,740,560)	851,248	(1,033,054)	
Working Capital at Beginning of Year	3,791,406	11,810,139		11,810,139	
Working Capital at End of Year	\$ 11,810,139	\$ 7,069,579		\$ 10,777,085	

STORM WATER UTILITY FUND
FY 2015 QUARTERLY STATEMENT OF REVENUES, EXPENDITURES
COMPARED TO BUDGET
With Comparative Information from Prior Fiscal Year

CATEGORY	FY 2013-14 ACTUAL PRIOR YEAR	FY 2014-15 REVISED BUDGET	FY 2014-15 ACTUAL 4TH QTR	FY 2014-15 ACTUAL Y-T-D	ACTUAL YTD as % of Budget
Operating revenues:					
Drainage Fees	\$ 1,640,615	\$ 1,575,350	\$ 561,060	\$ 1,729,899	109.8%
Total Operating Revenues:	1,640,615	1,575,350	561,060	1,729,899	109.8%
Operating expenses					
Personnel services	45,205	109,659	21,426	72,260	65.9%
Supplies	5,780	12,700	54	947	7.5%
Maintenance	-	66,500	(43,076)	55,583	83.6%
Contractual services	479,794	231,200	435,720	435,720	188.5%
Total Operating Expenses:	530,779	420,059	414,124	564,510	134.4%
Operating Income/(Loss) (excluding depreciation)	1,109,836	1,155,291	146,936	1,165,389	
Non-Operating revenues (expenses):					
Debt proceeds	-	-	-		0.0%
Interest earnings and other	24,436	27,500	13,221	35,869	130.4%
Interest and principal on debt, fiscal fees & other	(472,237)	(545,066)	(138,708)	(545,066)	100.0%
Capital outlay	-	(3,100,000)	(9,026)	(128,721)	4.2%
Net Total Non-Operating revenues (expenses):	(447,801)	(3,617,566)	(134,513)	(637,918)	17.6%
Net Change to Working Capital	662,035	(2,462,275)	12,423	527,471	
Working Capital at Beginning of Year	8,678,396	9,340,431		9,340,431	
Working Capital at End of Year	\$ 9,340,431	\$ 6,878,156		\$ 9,867,902	

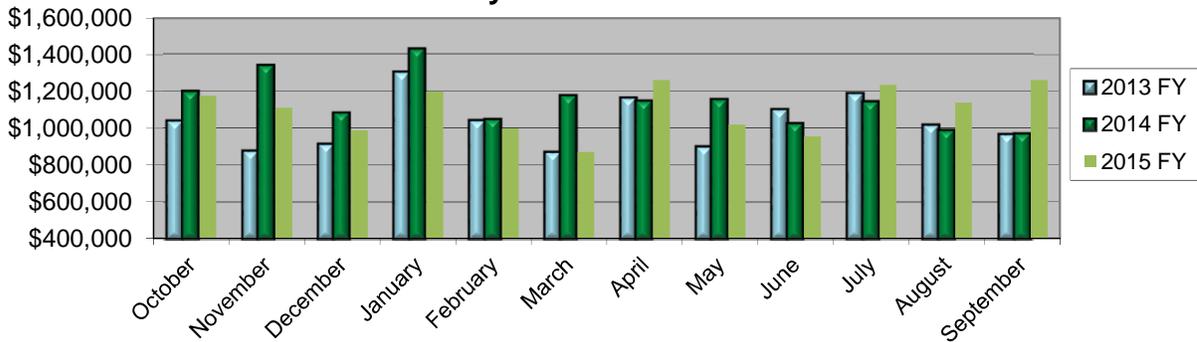
TOWN OF ADDISON

Schedule of Sales Tax Collections and Related Analyses

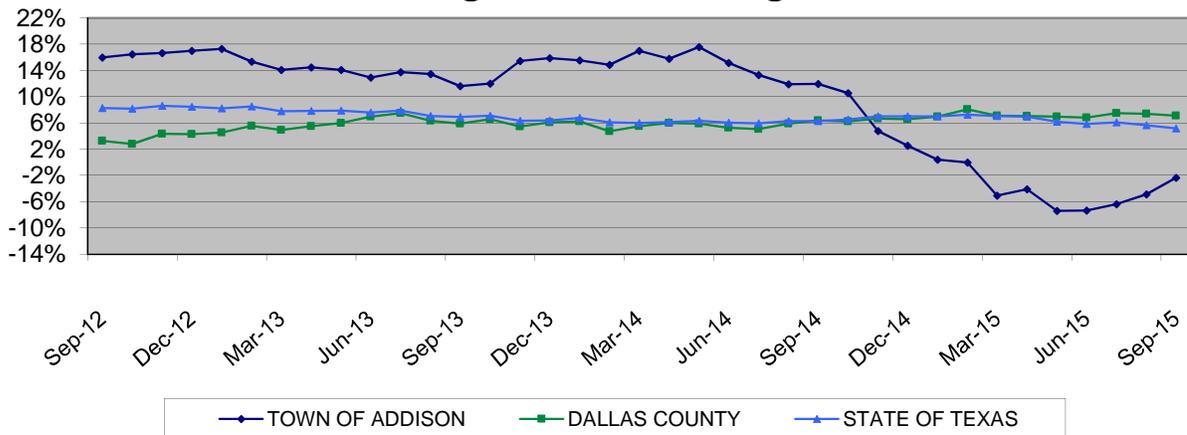
For the period ending September 30, 2015

	TOWN OF ADDISON				DALLAS COUNTY		STATE OF TEXAS	
	2014-15 Collections		% Change from Prior Year		% Change from Prior Year		% Change from Prior Year	
	Monthly	Cumulative	Monthly	Cumulative	Monthly	Cumulative	Monthly	Cumulative
October	\$ 1,177,509	\$ 1,177,509	-1.8%	-1.8%	6.1%	6.2%	9.6%	6.5%
November	1,112,210	2,289,718	-17.0%	-9.8%	10.4%	6.6%	10.7%	7.0%
December	988,505	3,278,223	-8.7%	-9.5%	8.6%	6.6%	7.1%	7.0%
January	1,200,408	4,478,631	-15.9%	-11.3%	10.7%	7.0%	8.3%	7.0%
February	998,879	5,477,511	-4.7%	-10.2%	10.5%	8.1%	6.1%	7.2%
March	870,899	6,348,409	-25.9%	-12.7%	0.6%	7.1%	3.3%	7.1%
April	1,262,658	7,611,067	10.1%	-9.6%	8.7%	7.0%	5.6%	7.0%
May	1,020,555	8,631,622	-11.7%	-9.9%	6.7%	7.0%	1.2%	6.2%
June	955,511	9,587,133	-6.8%	-9.6%	1.5%	6.8%	0.6%	5.8%
July	1,237,486	10,824,619	8.2%	-7.8%	11.1%	7.5%	7.2%	6.1%
August	1,140,450	11,965,069	15.3%	-6.0%	5.3%	7.4%	2.4%	5.6%
September	1,263,881	13,228,950	30.3%	-3.5%	5.2%	7.1%	0.0%	5.2%
Budget 14-15:	\$ 12,491,275							
Projected Year End	\$ 13,228,950							

Monthly Sales Tax Collections

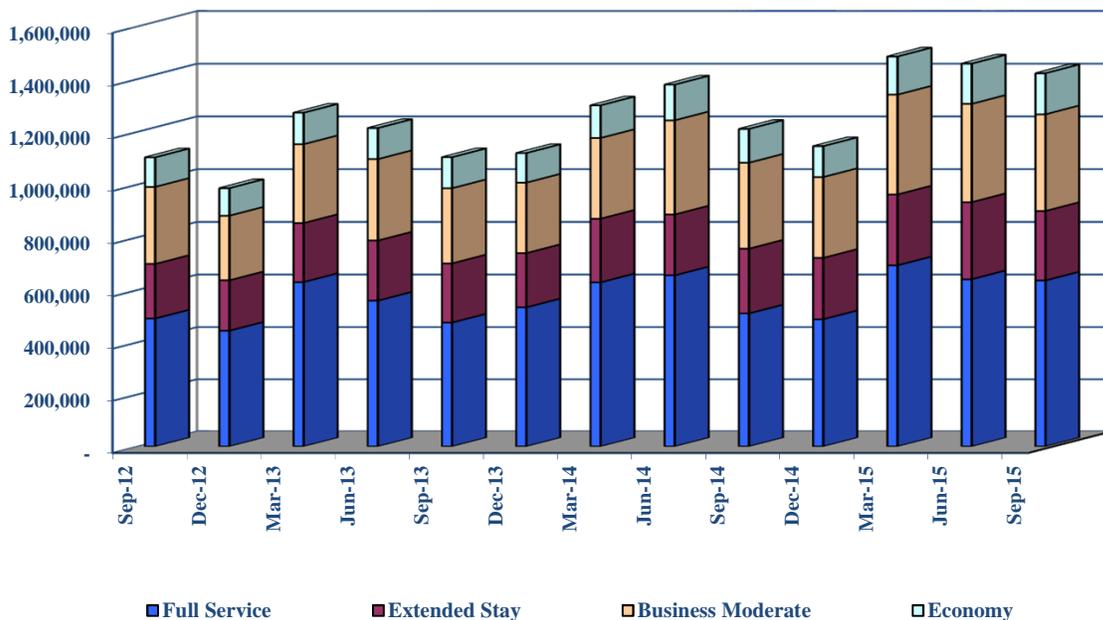


Rolling 12-Month Averages



TOWN OF ADDISON HOTEL OCCUPANCY TAX COLLECTION
Hotels By Service Type for the Quarter and Year-to-Date Ended September 30, 2015
With Comparative Information from Prior Fiscal Year

	Rooms		July - Sept		15 to 14 % Diff.	YTD FY 15		15 to 14 % Diff.
	Number	Percentage	Amount	Percentage		Amount	Percentage	
Full Service								
Marriott Quorum	535	14%	\$ 249,494	18%	10%	\$ 929,858	17%	-3%
Intercontinental	532	13%	231,171	16%	10%	930,024	17%	3%
Crowne Plaza	429	11%	155,345	11%	12%	598,869	11%	7%
	<u>1,496</u>	<u>38%</u>	<u>636,010</u>	<u>45%</u>		<u>2,458,751</u>	<u>45%</u>	
Extended Stay								
Budget Suites	344	9%	3,095	0%	-36%	15,278	0%	2%
Hawthorne Suites	70	2%	20,755	1%	13%	75,084	1%	0%
Marriott Residence	150	4%	53,636	4%	16%	235,900	4%	17%
Summerfield Suites	132	3%	61,503	4%	11%	216,935	4%	8%
Homewood Suites	128	3%	53,147	4%	8%	222,599	4%	12%
Springhill Suites	159	4%	71,595	5%	12%	292,297	5%	16%
	<u>983</u>	<u>25%</u>	<u>263,731</u>	<u>19%</u>		<u>1,058,093</u>	<u>19%</u>	
Business Moderate								
Marriott Courtyard Quorum	176	4%	95,716	7%	13%	358,501	7%	7%
LaQuinta Inn	152	4%	54,757	4%	39%	207,874	4%	31%
Marriott Courtyard Proton	145	4%	64,275	5%	33%	242,828	4%	39%
Radisson - Addison	102	3%	47,766	3%	16%	176,965	3%	10%
Hilton Garden Inn	96	2%	47,217	3%	20%	194,597	4%	16%
Holiday Inn - Arapaho	101	3%	28,165	2%	30%	141,120	3%	35%
Comfort Inn	86	2%	28,764	2%	30%	102,828	2%	11%
	<u>858</u>	<u>22%</u>	<u>366,660</u>	<u>26%</u>		<u>1,424,713</u>	<u>26%</u>	
Economy								
Motel 6	126	3%	29,655	2%	8%	96,982	2%	8%
Hampton Inn	159	4%	67,241	5%	16%	255,707	5%	11%
Red Roof Inn	115	3%	22,514	2%	33%	70,668	1%	30%
Comfort Suites	78	2%	25,178	2%	9%	90,310	2%	-2%
Super 8	78	2%	11,032	1%	36%	40,491	1%	18%
Best Value	60	2%	-	0%	33%	15,921	0%	20%
	<u>616</u>	<u>16%</u>	<u>155,620</u>	<u>11%</u>		<u>570,079</u>	<u>10%</u>	
TOTAL	<u>3,953</u>	<u>100%</u>	<u>\$ 1,422,021</u>	<u>100%</u>		<u>\$ 5,511,636</u>	<u>100%</u>	



TOWN OF ADDISON
INTERIM STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS
For the Quarter Ending September 30, 2015

Fund	Balance 6/30/2015	Quarter Receipts	Quarter Disbursements	Balance 9/30/2015
General Fund	\$ 15,522,260	\$ 6,125,159	\$ 9,488,767	\$ 12,158,652
Special Revenue Funds:				
Hotel	1,687,079	3,782,286	3,084,118	2,385,246
Economic Development	1,064,739	133,709	386,659	811,790
Public Safety	21,361	36	43	21,354
Municipal Court	152,641	97,668	134,527	115,782
Child Safety	108,554	1,422	21,564	88,412
Court Technology	73,885	3,220	69	77,036
Building Security Fund	64,894	2,428	4,257	63,065
Reimbursement Grant	(224,408)	5,795	4,763	(223,376)
Advanced Funding Grant	23,794	40	456	23,378
Debt Service Funds:				
G. O. Bonds	2,475,287	26,471	1,667,957	833,800
Hotel Revenue Bonds	340,895	178,336	30,960	488,270
Capital Projects Funds:				
Infrastructure Investment Fund	3,108,176	1,006,005	179,468	3,934,712
Streets	918,776	1,539	828	919,487
Parks	6	-	6	-
2006 G.O. Bonds	237,236	243,003	480,238	-
2008 C.O. Bonds	1,747,081	2,894	268,273	1,481,703
2012 C.O. Bonds	24,216,545	706,446	2,373,786	22,549,206
2013 Tax Exempt Bonds	1,178,121	1,972	1,062	1,179,032
2013 AMT Bonds	(271)	-	12,496	(12,768)
2014 G.O. Bonds	12,061,525	20,205	10,873	12,070,857
Enterprise Funds:				
Utility	10,876,351	2,752,734	3,125,258	10,503,827
Storm Water Fund	9,526,386	462,871	280,273	9,708,984
Airport	3,529,442	520,875	360,351	3,689,966
Internal Service Funds:				
Capital Replacement	3,569,232	205,945	206,445	3,568,732
Information Technology	2,369,581	191,507	226,952	2,334,135
TOTAL - ALL FUNDS	\$ 94,649,166	\$ 16,472,565	\$ 22,350,450	\$ 88,771,281

Note: Cash inflows and outflows represent revenues, expenditures, and investment transactions.

INVESTMENTS BY MATURITY AND TYPE				
<i>For the Quarter Ending September 30, 2015</i>				
	Type	% of Portfolio	Yield to Maturity	Amount
	Pools	34.3%	0.10%	\$ 29,926,485
	Agencies	25.2%	0.54%	21,995,512
	Bank CD's	40.4%	0.44%	35,213,550
Total Investments		100.00%	0.36%	87,135,548
	Accrued Interest Earnings and Unrealized Gain or Loss			32,235
	Demand Deposits			1,603,499
TOTAL				\$ 88,771,282

COLLATERAL SUMMARY

The first and most important objective for public funds investments is safety of assets. Therefore, all non-government security investments and bank accounts in excess of FDIC coverage must be secured by collateral. The bank balances and investments are monitored on a regular basis for appropriate coverage by marking the collateral to market. Collateral levels are adjusted to secure the varying levels of receipts throughout the fiscal year.

Town of Addison Collateral Analysis Demand Deposit Cash September 30, 2015

Pledging Institution	Safekeeping Location	Account Title	Pledged Security Description	Security Par Value	Market Value	FDIC Insurance	Ending Bank Balance	Difference Over(Under)
Frost Bank	Federal Reserve	Operating	U.S. Treas. due 8/31/21	\$ 395,000	\$ 400,606			
Frost Bank	Federal Reserve	Operating	GNMA due 9/15/2024	619,417	658,900			
Frost Bank	Federal Reserve	Operating	GNMA due 9/15/2024	1,136,611	1,209,062			
Frost Bank	Federal Reserve	Operating	GNMA due 9/15/2024	1,910,578	2,032,363			
Frost Bank	Federal Reserve	Operating	GNMA due 9/15/2024	695,840	740,194			
				<u>\$ 4,757,446</u>	<u>\$ 5,041,125</u>	<u>\$ 250,000</u>	<u>\$ 4,496,065</u>	<u>\$ 795,060</u>

Town of Addison



**For the Quarter Ended
September 30, 2015**

Report Name

- Certification Page
- Executive Summary
- Benchmark Comparison
- Detail of Security Holdings
- Change in Value
- Earned Income
- Investment Transactions
- Amortization and Accretion
- Projected Fixed Income Cash Flows

MARKET RECAP - SEPTEMBER 2015:

The U.S. economy continues to plod along at a moderate pace. Consumers, bolstered by a better employment picture, cheap gas and a benign inflation environment are the locomotive pulling this economic train. Global economic weakness and the resultant strong dollar, are acting as the caboose, restraining economic growth. The irony is that the same factors harming the factory sector, namely a strong dollar and cheap imports, are a boon to consumers. Economic data clearly shows this divergence in the economy. The ISM manufacturing survey slipped to 51.1 in August, the lowest level in over two years. The service sector is clearly doing better as the ISM non-manufacturing survey came in at 59.3, dipping slightly from July's 10-year high of 60.3, but still the second highest reading of the last decade. Non-farm payrolls grew by +173k in August while revisions to June and July added another +44k, bringing the three-month average up to +221k per month. The unemployment rate dropped to 5.1%, the lowest point since April 2008. Average hourly earnings also improved, rising +0.3% for the month and +2.2% year-over-year. Retail sales were modestly strong, rising +0.2% on the strength of restaurant and bar purchases, likely the result of falling gas prices. Home sales were mixed with existing homes sliding -4.8% to a 5.31 million unit annual sales rate. After reaching an eight-year high in July, some give back was expected. New home sales followed up a +12% showing in July with a +5.7% gain in August that took new homes to an annual sales rate of 552,000, a fresh high dating back to February 2008. Inflation remains too low as the consumer price index fell -0.1% in August and is up only +0.1% year-over-year. The core CPI, which excludes food energy, is up +1.8% year-over-year, while core PCE, the Fed's preferred inflation measure, is up just +1.3%.

The slate of often conflicting domestic economic data was only part of the story in September. Global economic data has taken on much greater importance, particularly the slowing Chinese economy which continues to weigh on financial markets. The much ballyhooed September FOMC meeting proved to be a major event as well. Heading into the meeting Fed watchers and market participants were evenly split as to whether or not the Fed would begin to hike the overnight fed funds rate. But the "whisper number" suggested a 25 basis point increase. As it turned out, the FOMC voted to leave the fed funds target *unchanged* at a range of 0-0.25%, citing "recent global developments" as the primary reason for not tightening. The two-year Treasury-note yield, which had breached 0.80% leading up to the meeting, immediately reversed, falling back below 0.70% and eventually closing the month at 0.63%. Already nervous stock markets, hit with a fresh batch of uncertainty, were whipsawed for the rest of the month. A steady stream of speeches by Fed officials did little to improve the markets foul mood. By the end of the month the Dow had given up -1.5%, the S&P 500 -2.6% and the Nasdaq -3.3%. All three of the major stock indexes are now in correction territory, more than 10% below their May highs. Although the Fed continues to indicate rate hikes are coming later this year, volatility in global financial markets, weakening economies around the world, and a deflationary environment suggest another delay.

For the Quarter Ended
September 30, 2015

This report is prepared for the **Town of Addison** (the "Entity") in accordance with Chapter 2256 of the Texas Public Funds Investment Act ("PFIA"). Section 2256.023(a) of the PFIA states that: "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the Entity's investment officers and includes the disclosures required in the PFIA. To the extent possible, market prices have been obtained from independent pricing sources.

The investment portfolio complied with the PFIA and the Entity's approved Investment Policy and Strategy throughout the period. All investment transactions made in the portfolio during this period were made on behalf of the Entity and were made in full compliance with the PFIA and the approved Investment Policy.

Officer Names and Titles:

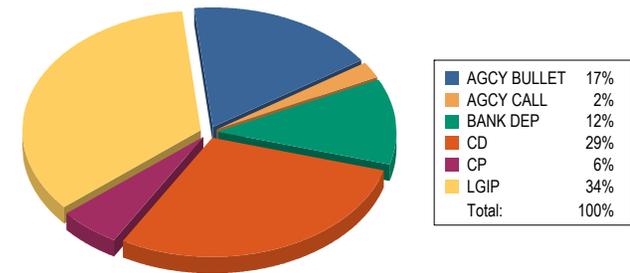
Account Summary

Allocation by Security Type

Beginning Values as of 06/30/15

Ending Values as of 09/30/15

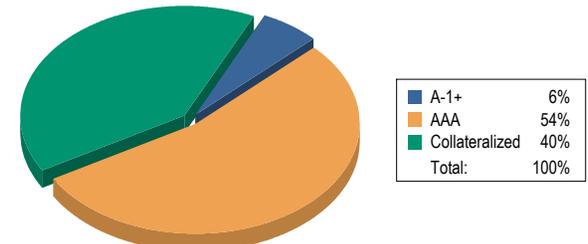
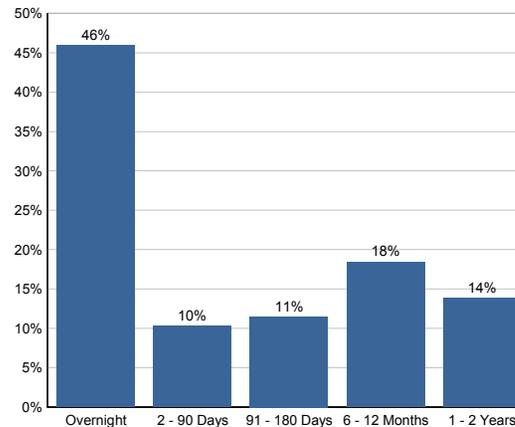
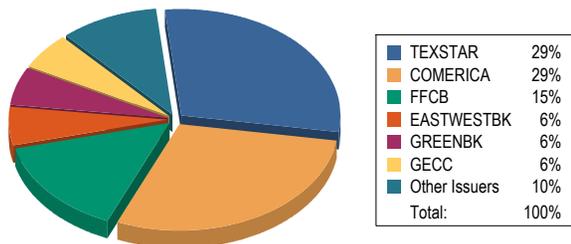
Par Value	92,985,871.98	87,140,035.53
Market Value	93,015,826.98	87,167,782.53
Book Value	92,991,556.68	87,135,547.67
Unrealized Gain/(Loss)	24,270.30	32,234.86
Market Value %	100.03%	100.04%
Weighted Avg. YTW	0.423%	0.347%
Weighted Avg. YTM	0.423%	0.347%



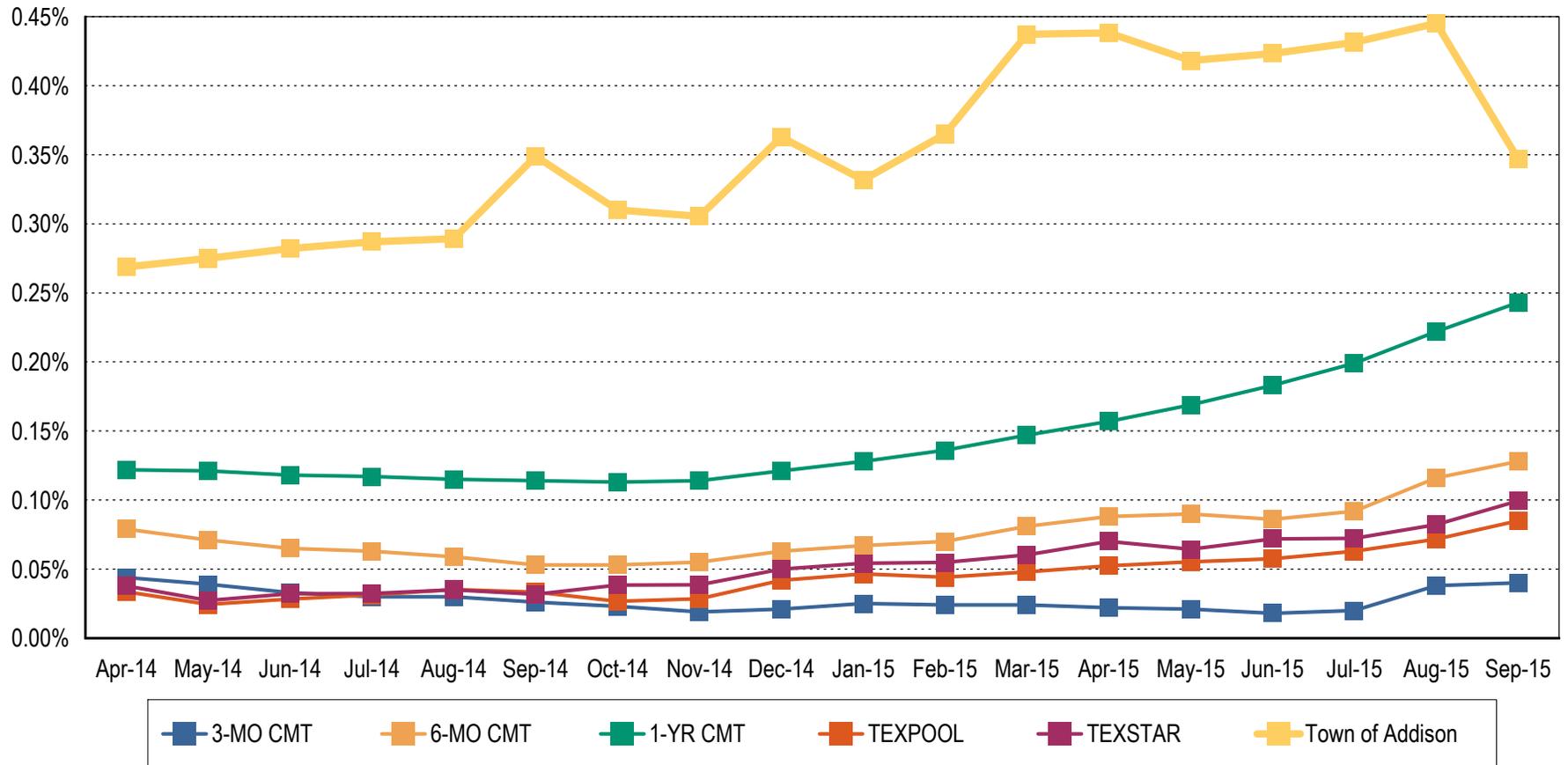
Allocation by Issuer

Maturity Distribution %

Credit Quality



Weighted Average Days to Maturity: 146



Note 1: CMT stands for Constant Maturity Treasury. This data is published in Federal Reserve Statistical Release H.15 and represents an average of all actively traded Treasury securities having that time remaining until maturity. This is a standard industry benchmark for Treasury securities. The CMT benchmarks are moving averages. The 3-month CMT is the daily average for the previous 3 months, the 6-month CMT is the daily average for the previous 6 months, and the 1-year and 2-year CMT's are the daily averages for the previous 12-months.

Note 2: Benchmark data for TexPool is the monthly average yield.

Note 3: Benchmark data for TexSTAR is the monthly average yield.



Town of Addison
Detail of Security Holdings
 As of 09/30/2015

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
Pooled Funds																	
COM-CASH		BANK DEP	Cash-Comerica Bk CD Proceeds					10,110,581.72	100.000	10,110,581.72	10,110,581.72	100.000	10,110,581.72	1		0.000	0.000
TEXPOOL		LGIP	TexPool					4,611,094.70	100.000	4,611,094.70	4,611,094.70	100.000	4,611,094.70	1		0.085	0.085
TEXSTAR		LGIP	TexSTAR					25,315,390.79	100.000	25,315,390.79	25,315,390.79	100.000	25,315,390.79	1		0.099	0.099
31398A4M1	10/07/13	AGCY BULET	FNMA	1.625	10/26/15			4,000,000.00	102.515	4,100,600.00	4,003,413.76	100.106	4,004,256.00	26		0.394	0.394
36959JZA4	03/17/15	CP - DISC	GE Capital Corp		12/10/15			5,000,000.00	99.710	4,985,483.33	4,996,208.35	99.961	4,998,030.00	71		0.391	0.391
CD-3820-1	01/30/15	CD	Green Bk CD	0.448	01/30/16			5,000,000.00	100.000	5,000,000.00	5,000,000.00	100.000	5,000,000.00	122		0.448	0.448
CD-8583	03/02/15	CD	East West Bk CD	0.395	03/02/16			5,011,538.55	100.000	5,011,538.55	5,011,538.55	100.000	5,011,538.55	154		0.395	0.395
3133EDK84	04/25/14	AGCY CALL	FFCB	0.390	04/25/16	Anytime	CONT	2,000,000.00	99.900	1,998,000.00	1,999,431.60	99.978	1,999,564.00	208	5	0.440	0.440
3133EEQG8	02/27/15	AGCY BULET	FFCB	0.550	08/17/16			4,000,000.00	100.029	4,001,160.00	4,000,693.08	100.153	4,006,136.00	322		0.530	0.530
CD-7123	09/04/14	CD	Comerica Bk CD	0.710	09/06/16			10,071,231.48	100.000	10,071,231.48	10,071,231.48	100.000	10,071,231.48	342		0.710	0.710
3133EEFA3	12/23/14	AGCY BULET	FFCB	0.720	12/15/16			7,000,000.00	99.901	6,993,070.00	6,995,765.35	100.282	7,019,761.00	442		0.771	0.771
CD-7917	03/02/15	CD	Comerica Bk CD	0.800	03/02/17			5,020,198.29	100.000	5,020,198.29	5,020,198.29	100.000	5,020,198.29	519		0.800	0.800
Total for Pooled Funds								87,140,035.53	100.090	87,218,348.86	87,135,547.67	100.032	87,167,782.53	146		0.347	0.347
Total for Town of Addison								87,140,035.53	100.090	87,218,348.86	87,135,547.67	100.032	87,167,782.53	146		0.347	0.347



Town of Addison
Change in Value
 From 06/30/2015 to 09/30/2015

CUSIP	Security Type	Security Description	06/30/15 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	09/30/15 Book Value	06/30/15 Market Value	09/30/15 Market Value	Change in Mkt Value
Pooled Funds											
COM-CASH	BANK DEP	Cash-Comerica Bk CD Proceeds	0.00	10,110,581.72	0.00	0.00	0.00	10,110,581.72	0.00	10,110,581.72	10,110,581.72
TEXPOOL	LGIP	TexPool	4,610,245.51	849.19	0.00	0.00	0.00	4,611,094.70	4,610,245.51	4,611,094.70	849.19
TEXSTAR	LGIP	TexSTAR	14,192,108.17	16,121,726.14	(4,998,443.52)	0.00	0.00	25,315,390.79	14,192,108.17	25,315,390.79	11,123,282.62
CD-6655	CD	East West Bk CD 0.245 09/02/15	5,004,062.58	0.00	(5,004,062.58)	0.00	0.00	0.00	5,004,062.58	0.00	(5,004,062.58)
CD-5525	CD	East West Bk CD 0.395 09/03/15	4,013,007.31	0.00	(4,013,007.31)	0.00	0.00	0.00	4,013,007.31	0.00	(4,013,007.31)
CD-3620	CD	Comerica Bk CD 0.550 09/17/15	10,096,578.35	9,282.69	(10,105,861.04)	0.00	0.00	0.00	10,096,578.35	0.00	(10,096,578.35)
3135G0NV1	AGCY BULET	FNMA 0.500 09/28/15	8,003,794.00	0.00	(8,000,000.00)	(3,794.00)	0.00	0.00	7,998,400.00	0.00	(7,998,400.00)
31398A4M1	AGCY BULET	FNMA 1.625 10/26/15	4,015,703.24	0.00	0.00	(12,289.48)	0.00	4,003,413.76	4,018,800.00	4,004,256.00	(14,544.00)
36959JZA4	CP - DISC	GE Capital Corp 0.000 12/10/15	4,991,225.00	0.00	0.00	4,983.35	0.00	4,996,208.35	4,992,755.00	4,998,030.00	5,275.00
CD-3820-1	CD	Green Bk CD 0.448 01/30/16	5,000,000.00	0.00	0.00	0.00	0.00	5,000,000.00	5,000,000.00	5,000,000.00	0.00
CD-8583	CD	East West Bk CD 0.395 03/02/16	5,006,551.50	4,987.05	0.00	0.00	0.00	5,011,538.55	5,006,551.50	5,011,538.55	4,987.05
3133EDK84	AGCY CALL	FFCB 0.390 04/25/16	1,999,181.34	0.00	0.00	250.26	0.00	1,999,431.60	1,999,200.00	1,999,564.00	364.00
3133EEQG8	AGCY BULET	FFCB 0.550 08/17/16	4,000,889.72	0.00	0.00	(196.64)	0.00	4,000,693.08	4,009,600.00	4,006,136.00	(3,464.00)
CD-7123	CD	Comerica Bk CD 0.710 09/06/16	10,053,229.60	18,001.88	0.00	0.00	0.00	10,071,231.48	10,053,229.60	10,071,231.48	18,001.88
3133EEFA3	AGCY BULET	FFCB 0.720 12/15/16	6,994,891.40	0.00	0.00	873.95	0.00	6,995,765.35	7,011,200.00	7,019,761.00	8,561.00
CD-7917	CD	Comerica Bk CD 0.800 03/02/17	5,010,088.96	10,109.33	0.00	0.00	0.00	5,020,198.29	5,010,088.96	5,020,198.29	10,109.33
Total for Pooled Funds			92,991,556.68	26,275,538.00	(32,121,374.45)	(10,172.56)	0.00	87,135,547.67	93,015,826.98	87,167,782.53	(5,848,044.45)
Total for Town of Addison			92,991,556.68	26,275,538.00	(32,121,374.45)	(10,172.56)	0.00	87,135,547.67	93,015,826.98	87,167,782.53	(5,848,044.45)



Town of Addison
Earned Income
 From 06/30/2015 to 09/30/2015

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
Pooled Funds									
TEXPOOL	LGIP	TexPool	0.00	849.19	849.19	0.00	0.00	0.00	849.19
TEXSTAR	LGIP	TexSTAR	0.00	2,815.98	2,815.98	0.00	0.00	0.00	2,815.98
CD-6655	CD	East West Bk CD 0.245 09/02/15	33.59	2,366.17	2,399.76	0.00	0.00	0.00	2,366.17
CD-5525	CD	East West Bk CD 0.395 09/03/15	43.43	3,030.70	3,074.13	0.00	0.00	0.00	3,030.70
CD-3620	CD	Comerica Bk CD 0.550 09/17/15	2,129.96	11,873.41	14,003.37	0.00	0.00	0.00	11,873.41
3135G0NV1	AGCY BULET	FNMA 0.500 09/28/15	10,333.33	9,666.67	20,000.00	0.00	0.00	(3,794.00)	5,872.67
31398A4M1	AGCY BULET	FNMA 1.625 10/26/15	11,736.11	16,250.00	0.00	0.00	27,986.11	(12,289.48)	3,960.52
36959JZA4	CP - DISC	GE Capital Corp 0.000 12/10/15	0.00	0.00	0.00	0.00	0.00	4,983.35	4,983.35
CD-3820-1	CD	Green Bk CD 0.448 01/30/16	3,804.93	5,646.03	5,584.66	0.00	3,866.30	0.00	5,646.03
CD-8583	CD	East West Bk CD 0.395 03/02/16	54.18	4,987.10	4,987.05	0.00	54.23	0.00	4,987.10
3133EDK84	AGCY CALL	FFCB 0.390 04/25/16	1,430.00	1,950.00	0.00	0.00	3,380.00	250.26	2,200.26
3133EEQG8	AGCY BULET	FFCB 0.550 08/17/16	8,188.89	5,500.00	11,000.00	0.00	2,688.89	(196.64)	5,303.36
CD-7123	CD	Comerica Bk CD 0.710 09/06/16	4,963.03	18,010.63	18,001.88	0.00	4,971.78	0.00	18,010.63
3133EEFA3	AGCY BULET	FFCB 0.720 12/15/16	2,240.00	12,600.00	0.00	0.00	14,840.00	873.95	13,473.95
CD-7917	CD	Comerica Bk CD 0.800 03/02/17	3,184.49	10,115.76	10,109.33	0.00	3,190.92	0.00	10,115.76
Total for Pooled Funds			48,141.94	105,661.64	92,825.35	0.00	60,978.23	(10,172.56)	95,489.08
Total for Town of Addison			48,141.94	105,661.64	92,825.35	0.00	60,978.23	(10,172.56)	95,489.08

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
Pooled Funds															
Maturities															
09/02/15	09/02/15	CD-6655	CD	East West Bk CD	0.245	09/02/15		5,004,062.58	100.000	5,004,062.58	0.00	5,004,062.58		0.245	
09/03/15	09/03/15	CD-5525	CD	East West Bk CD	0.395	09/03/15		4,013,007.31	100.000	4,013,007.31	0.00	4,013,007.31		0.395	
09/17/15	09/17/15	CD-3620	CD	Comerica Bk CD	0.550	09/17/15		10,105,861.04	100.000	10,105,861.04	0.00	10,105,861.04		0.550	
09/28/15	09/28/15	3135G0NV1	AGCY BULET	FNMA	0.500	09/28/15		8,000,000.00	100.000	8,000,000.00	0.00	8,000,000.00		0.303	
Total for: Maturities								27,122,930.93		27,122,930.93	0.00	27,122,930.93		0.398	
Income Payments															
07/02/15	07/02/15	CD-7917	CD	Comerica Bk CD	0.800	03/02/17				0.00	3,294.31	3,294.31			
07/04/15	07/06/15	CD-7123	CD	Comerica Bk CD	0.710	09/06/16				0.00	5,866.68	5,866.68			
07/17/15	07/17/15	CD-3620	CD	Comerica Bk CD	0.550	09/17/15				0.00	4,564.21	4,564.21			
07/30/15	07/30/15	CD-3820-1	CD	Green Bk CD	0.448	01/30/16				0.00	5,584.66	5,584.66			
08/02/15	08/02/15	CD-7917	CD	Comerica Bk CD	0.800	03/02/17				0.00	3,406.35	3,406.35			
08/04/15	08/06/15	CD-7123	CD	Comerica Bk CD	0.710	09/06/16				0.00	6,065.77	6,065.77			
08/17/15	08/17/15	3133EEQG8	AGCY BULET	FFCB	0.550	08/17/16				0.00	11,000.00	11,000.00			
08/17/15	08/17/15	CD-3620	CD	Comerica Bk CD	0.550	09/17/15				0.00	4,718.48	4,718.48			
09/02/15	09/02/15	CD-7917	CD	Comerica Bk CD	0.800	03/02/17				0.00	3,408.67	3,408.67			
09/02/15	09/02/15	CD-6655	CD	East West Bk CD	0.245	09/02/15				0.00	2,399.76	2,399.76			
09/03/15	09/03/15	CD-5525	CD	East West Bk CD	0.395	09/03/15				0.00	3,074.13	3,074.13			
09/04/15	09/06/15	CD-7123	CD	Comerica Bk CD	0.710	09/06/16				0.00	6,069.43	6,069.43			
09/17/15	09/17/15	CD-3620	CD	Comerica Bk CD	0.550	09/17/15				0.00	4,720.68	4,720.68			
09/28/15	09/28/15	3135G0NV1	AGCY BULET	FNMA	0.500	09/28/15				0.00	20,000.00	20,000.00			
09/30/15	09/30/15	CD-8583	CD	East West Bk CD	0.395	03/02/16				0.00	4,987.05	4,987.05			
Total for: Income Payments										0.00	89,160.18	89,160.18			
Capitalized Interest															
07/02/15	07/02/15	CD-7917	CD	Comerica Bk CD	0.800	03/02/17		3,294.31	100.000	3,294.31	0.00	3,294.31			
07/04/15	07/04/15	CD-7123	CD	Comerica Bk CD	0.710	09/06/16		5,866.68	100.000	5,866.68	0.00	5,866.68			
07/17/15	07/17/15	CD-3620	CD	Comerica Bk CD	0.550	09/17/15		4,564.21	100.000	4,564.21	0.00	4,564.21			
08/02/15	08/02/15	CD-7917	CD	Comerica Bk CD	0.800	03/02/17		3,406.35	100.000	3,406.35	0.00	3,406.35			



Town of Addison
Investment Transactions
 From 07/01/2015 to 09/30/2015

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
Pooled Funds															
Capitalized Interest															
08/04/15	08/04/15	CD-7123	CD	Comerica Bk CD	0.710	09/06/16		6,065.77	100.000	6,065.77	0.00	6,065.77			
08/17/15	08/17/15	CD-3620	CD	Comerica Bk CD	0.550	09/17/15		4,718.48	100.000	4,718.48	0.00	4,718.48			
09/02/15	09/02/15	CD-7917	CD	Comerica Bk CD	0.800	03/02/17		3,408.67	100.000	3,408.67	0.00	3,408.67			
09/04/15	09/04/15	CD-7123	CD	Comerica Bk CD	0.710	09/06/16		6,069.43	100.000	6,069.43	0.00	6,069.43			
09/30/15	09/30/15	CD-8583	CD	East West Bk CD	0.395	03/02/16		4,987.05	100.000	4,987.05	0.00	4,987.05			
Total for: Capitalized Interest								42,380.95		42,380.95	0.00	42,380.95			



Town of Addison
Investment Transactions
From 07/01/2015 to 09/30/2015

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
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Total for All Portfolios

Transaction Type	Quantity	Total Amount	Realized G/L	YTM	YTW
Total Maturities	27,122,930.93	27,122,930.93		0.398	
Total Income Payments	0.00	89,160.18			
Total Capitalized Interest	42,380.95	42,380.95			



Town of Addison
Amortization and Accretion
 From 06/30/2015 to 09/30/2015

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
Pooled Funds											
CD-6655	03/02/15	CD	East West Bk CD 0.245 09/02/15		0.00	100.000	0.00	0.00	0.00	0.00	0.00
CD-5525	09/03/14	CD	East West Bk CD 0.395 09/03/15		0.00	100.000	0.00	0.00	0.00	0.00	0.00
CD-3620	09/17/13	CD	Comerica Bk CD 0.550 09/17/15		0.00	100.000	0.00	0.00	0.00	0.00	0.00
3135G0NV1	03/26/14	AGCY BULET	FNMA 0.500 09/28/15		0.00	100.295	0.00	(3,794.00)	0.00	0.00	0.00
31398A4M1	10/07/13	AGCY BULET	FNMA 1.625 10/26/15		4,000,000.00	102.515	4,100,600.00	(12,289.48)	(97,186.24)	(3,413.76)	4,003,413.76
36959JZA4	03/17/15	CP - DISC	GE Capital Corp 0.000 12/10/15		5,000,000.00	99.710	4,985,483.33	4,983.35	10,725.02	3,791.65	4,996,208.35
CD-3820-1	01/30/15	CD	Green Bk CD 0.448 01/30/16		5,000,000.00	100.000	5,000,000.00	0.00	0.00	0.00	5,000,000.00
CD-8583	03/02/15	CD	East West Bk CD 0.395 03/02/16		5,011,538.55	100.000	5,011,538.55	0.00	0.00	0.00	5,011,538.55
3133EDK84	04/25/14	AGCY CALL	FFCB 0.390 04/25/16		2,000,000.00	99.900	1,998,000.00	250.26	1,431.60	568.40	1,999,431.60
3133EEQG8	02/27/15	AGCY BULET	FFCB 0.550 08/17/16		4,000,000.00	100.029	4,001,160.00	(196.64)	(466.92)	(693.08)	4,000,693.08
CD-7123	09/04/14	CD	Comerica Bk CD 0.710 09/06/16		10,071,231.48	100.000	10,071,231.48	0.00	0.00	0.00	10,071,231.48
3133EEFA3	12/23/14	AGCY BULET	FFCB 0.720 12/15/16		7,000,000.00	99.901	6,993,070.00	873.95	2,695.35	4,234.65	6,995,765.35
CD-7917	03/02/15	CD	Comerica Bk CD 0.800 03/02/17		5,020,198.29	100.000	5,020,198.29	0.00	0.00	0.00	5,020,198.29
Total for Pooled Funds					47,102,968.32		47,181,281.65	(10,172.56)	(82,801.19)	4,487.86	47,098,480.46
Total for Town of Addison					47,102,968.32		47,181,281.65	(10,172.56)	(82,801.19)	4,487.86	47,098,480.46



Town of Addison
Projected Cash Flows
Cash Flows for next 180 days from 09/30/2015

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
Pooled Funds						
CD-7917	CD	Comerica Bk CD 0.800 03/02/17	10/02/15	3,346.79	0.00	3,346.79
CD-7123	CD	Comerica Bk CD 0.710 09/06/16	10/06/15	5,958.81	0.00	5,958.81
3133EDK84	AGCY CALL	FFCB 0.390 04/25/16	10/25/15	3,900.00	0.00	3,900.00
31398A4M1	AGCY BULET	FNMA 1.625 10/26/15	10/26/15	32,500.00	4,000,000.00	4,032,500.00
CD-3820-1	CD	Green Bk CD 0.448 01/30/16	10/30/15	5,646.02	0.00	5,646.02
CD-7917	CD	Comerica Bk CD 0.800 03/02/17	11/02/15	3,346.79	0.00	3,346.79
CD-7123	CD	Comerica Bk CD 0.710 09/06/16	11/06/15	5,958.81	0.00	5,958.81
CD-7917	CD	Comerica Bk CD 0.800 03/02/17	12/02/15	3,346.79	0.00	3,346.79
CD-7123	CD	Comerica Bk CD 0.710 09/06/16	12/06/15	5,958.81	0.00	5,958.81
36959JZA4	CP - DISC	GE Capital Corp 0.000 12/10/15	12/10/15	0.00	5,000,000.00	5,000,000.00
3133EEFA3	AGCY BULET	FFCB 0.720 12/15/16	12/15/15	25,200.00	0.00	25,200.00
CD-8583	CD	East West Bk CD 0.395 03/02/16	12/31/15	4,943.96	0.00	4,943.96
CD-7917	CD	Comerica Bk CD 0.800 03/02/17	01/02/16	3,346.79	0.00	3,346.79
CD-7123	CD	Comerica Bk CD 0.710 09/06/16	01/06/16	5,958.81	0.00	5,958.81
CD-3820-1	CD	Green Bk CD 0.448 01/30/16	01/30/16	5,646.02	5,000,000.00	5,005,646.02
CD-7917	CD	Comerica Bk CD 0.800 03/02/17	02/02/16	3,346.79	0.00	3,346.79
CD-7123	CD	Comerica Bk CD 0.710 09/06/16	02/06/16	5,958.81	0.00	5,958.81
3133EEQG8	AGCY BULET	FFCB 0.550 08/17/16	02/17/16	11,000.00	0.00	11,000.00
CD-7917	CD	Comerica Bk CD 0.800 03/02/17	03/02/16	3,346.79	0.00	3,346.79
CD-8583	CD	East West Bk CD 0.395 03/02/16	03/02/16	3,350.01	5,006,551.50	5,009,901.51
CD-7123	CD	Comerica Bk CD 0.710 09/06/16	03/06/16	5,958.81	0.00	5,958.81
Total for Pooled Funds				148,019.61	19,006,551.50	19,154,571.11



Town of Addison
Projected Cash Flows
Cash Flows for next 180 days from 09/30/2015

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
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Total for All Portfolios

	October 2015	51,351.62	4,000,000.00	4,051,351.62		
	November 2015	9,305.60	0.00	9,305.60		
	December 2015	39,449.56	5,000,000.00	5,039,449.56		
	January 2016	14,951.62	5,000,000.00	5,014,951.62		
	February 2016	20,305.60	0.00	20,305.60		
	March 2016	12,655.61	5,006,551.50	5,019,207.11		
Total Projected Cash Flows for Town of Addison				148,019.61	19,006,551.50	19,154,571.11

Work Session and Regular Meeting

Item # 18.

Meeting Date: 12/08/2015

Department: Infrastructure- Development Services

AGENDA CAPTION:

Consider And Approve Authorizing The City Manager To **Approve Change Order #2 For The Addison Circle Elevated Storage Tank Rehabilitation Project To Reconcile The Final Payment** In An Amount Not To Exceed \$119,333.50.

BACKGROUND:

The Addison Circle Elevated Storage Tank Rehabilitation project involved re-coating the exterior and portions of the interior of the elevated storage tank. The project also included some structural repairs, valve upgrades, operational improvements, and electrical component updates. Due to some value engineering relating to the structural repairs and the refund of the entire construction contingency, the project came in under budget. The overall value of change order #2 reduces the contract by \$119,333.50, making the total contract amount \$1,164,174.27.

RECOMMENDATION:

Staff recommends approval.

Attachments

Change Order Doc

EXHIBIT M: Change Order Form



TOWN OF ADDISON CHANGE ORDER FORM

Change Order Number 2

Project Name: Addison Circle 1.0 MG Elevated Storage Tank Rehabilitation Project

Purchase Order/Project Number(s): 15-01

Project Manager: Jason Shroyer

Date: July 14, 2015

A. INTENT OF CHANGE ORDER

Project close out – Bid Quantity Adjustments

B. DESCRIPTION OF CHANGE

Adjustment of the bid quantities

C. REASON FOR CHANGE

Change of the bid quantities due to the actual work performed in the field.

D. EFFECT OF CHANGE ON CONTRACT PRICE

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

Item Number/Description	Quantity	Amount
<i>Additions</i>		
Drain Coupling Installation	1 LS	\$2,450
Sikaflex 1a installation for the existing roof plate gaps	1 LS	\$8,600
Manway Repair	1 LS	\$8,600
TOTAL		\$19,650
<i>Deletions</i>		
Town Logos	2 EA	\$4,400
Corrosion Pit Welding Repair	5 gallon	\$2,000
Remove Cable System, Install Railing	37 LF	\$4,440
Replace roof rafters	300 LF	\$31,500
Roof plates repairs	10 SF	\$2,200
Install Tension Rings	10 EA	\$9,500
Construction Contingency Allowance	1 LS	\$75,000
Radio Antenna Repair	1 LS	\$9,943.50

TOTAL		\$138,983.50
	Original Contract Amount	\$1,274,007.77
	Total Contract Amount (Including Previous Change Orders)	\$1,283,507.77
	Amount of this Change Order	(\$119,333.50)
	Revised Contract Amount	\$1,164,174.27
	Total % Increase/Decrease (Including Previous Change Orders)	-9.30%

E. EFFECT OF CHANGE ON CONTRACT TIME

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

	Original Contract Time (in days)	150
	Total Contract Time Including Previous Change Orders (in days)	0
	Increase/Decrease in Time from this Change Order (in days)	20
	Revised Contract Time (in days)	170

F. AGREEMENT

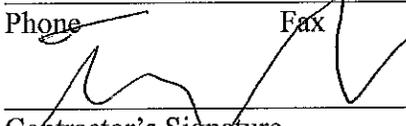
By the signatures below, duly authorized agent of the Town of Addison, Texas and TMI Coatings Inc. (insert company name) do hereby agree to append this Change Order Number 01 to the original contract between themselves, dated 12/15/2014 (insert original contract date).

TMI Coatings, Inc.
Company Name

3291 Terminal Drive
Address

St. Paul, MN 55121
City State Zip

651-452-6100 / 651-452-0598
Phone Fax


Contractor's Signature

C. P. Nawal
Design Engineer's Signature

Project Manager

Department Director

Fin. & Strat. Services Representative

City Manager

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

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

Work Session and Regular Meeting

Item # 19.

Meeting Date: 12/08/2015

Department: Infrastructure- Development Services

AGENDA CAPTION:

Consider And Approve Authorizing The City Manager To Approve Final Payment To TMI Coatings, Inc., For The Construction Of The Addison Circle Elevated Storage Tank Rehabilitation Project In An Amount Not To Exceed \$116,417.43.

BACKGROUND:

The Addison Circle Elevated Storage Tank Rehabilitation project involved re-coating the exterior and some portions of the interior of the elevated storage tank. It also included some structural repairs, valve maintenance, operational updates, and some controls and electronic component improvements. This is a request to make the final payment and release the retainage that was held out of the total contract amount since all of the work and punch list items have been satisfactorily completed.

The original construction budget for this project was \$1,274,007.77 and was budgeted in the Utility Fund Capital Projects account. Due to some value engineering and a refund of the construction contingency the final contract amount is \$1,164,174.27, which includes 2 change orders. The first change order increased the contract value by \$9,500.00 and was necessary due to some unforeseen structural repairs. The second change order decreases the overall contract value by \$119,333.50.

RECOMMENDATION:

Staff recommends approval.

Fiscal Impact

Budgeted Yes/No: Yes

Funding Source: Utility Fund

Amount: \$116,417.43

Attachments

Final Payment

Maint. Bond

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER):

Town of Addison
 5350 Belt Line Road
 Addison, TX 75254
 FROM (CONTRACTOR):
 TMI Coatings, Inc.
 3291 Terminal Drive
 Eagan, MN 55121

AIA DOCUMENT G702

TMI Job No. 14-5964

PROJECT:

Addison Circle 1.0 MG Elevated
 Storage Tank Rehabilitation
 VIA:
 Kleinfelder
 Attn: CP Nawal, P. E.
 7805 Mesquite Bend, Suite 100
 Irving, TX 75063

Distribution to:

OWNER
 ENGINEER
 CONTRACTOR

APPLICATION NO:
 6 FINAL

PERIOD TO:
 10/16/2015

CONTRACT NO:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY	
Change Orders approved in previous months by Owner	DEDUCTIONS
TOTAL (\$109,833.50)	
Approved this month	
Number	Date Approved
TOTALS (\$109,833.50)	\$0.00
Net change by Change Orders (\$109,833.50)	

Application is made for Payment, as shown below, in connection with Contract Continuation sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM \$ 1,274,007.77
2. Net change by change orders \$ (\$109,833.50)
3. CONTRACT SUM TO DATE (Line 1 +-2) \$ 1,164,174.27
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,164,174.27
5. RETAINAGE:
 - a. 0% of Completed Work \$ 0.00
 - b. of Stored Material \$

Total Retainage (Line 5a + 5b or Total in Column I of G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE \$ 1,164,174.27
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 1,047,756.84

8. CURRENT PAYMENT DUE \$ 116,417.43

9. BALANCE TO FINISH, PLUS RETAINAGE (LINE 3 LESS LINE 6) \$ 0.00

CONTRACTOR: TMI COATINGS, INC.

By: *[Signature]*

Date: 10/16/2015

State of: MINNESOTA

Subscribed and sworn to before me this 16 day of October 2015
 Notary Public: *[Signature]*
 My Commission Expires Jan 31, 2020

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for.) \$ 116,417.43

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the architect's knowledge, information and belief the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

By: *[Signature]*

Date: 11/2/2015

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of contractor under this Contract.

APPLICATION NUMBER:
 APPLICATION DATE:
 PERIOD TO:
 PROJECT NO:

10/16/2015
 10/16/2015

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Town of Addison, Texas
 Addison Circle 1.0 MG Elevated Storage Tank Rehabilitation
 Job No. 14-5964

Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED & STORED TO DATE (D + E + F)	H BALANCE TO FINISH	I CURRENT RETAINAGE 0%
			FROM PREVIOUS APPLICATION (D + E)						
1	Construction Incl. Mob, Excl 2-32	\$63,800.00	\$63,800.00		\$0.00		\$63,800.00	\$0.00	\$0.00
2	Furnish/Install Full Containment	\$184,400.00	\$184,400.00		\$0.00		\$184,400.00	\$0.00	\$0.00
3	Project Signs (2 Ea)	\$800.00	\$800.00		\$0.00		\$800.00	\$0.00	\$0.00
4	Furnish/Install Ext. Coating Syst	\$290,930.77	\$290,930.77		\$0.00		\$290,930.77	\$0.00	\$0.00
5	Furnish/Install Int. Coating Syst	\$292,900.00	\$292,900.00		\$0.00		\$292,900.00	\$0.00	\$0.00
6	Blast/Recoat Pipes, Valves, App.	\$10,000.00	\$10,000.00		\$0.00		\$10,000.00	\$0.00	\$0.00
7	Furnish/Install Logos (4 Ea)	\$17,600.00	\$17,600.00		\$0.00		\$17,600.00	\$0.00	\$0.00
8	Remove/Repair CP Covers (25)	\$4,000.00	\$4,000.00		\$0.00		\$4,000.00	\$0.00	\$0.00
9	Corrosion Pit Welding Repair (5g)	\$2,000.00	\$2,000.00		\$0.00		\$2,000.00	\$0.00	\$0.00
10	Remove/Replace Int. Ladder	\$23,900.00	\$23,900.00		\$0.00		\$23,900.00	\$0.00	\$0.00
11	Remove/Replace Bolts on Manhl	\$700.00	\$700.00		\$0.00		\$700.00	\$0.00	\$0.00
12	Install Locking Mech. On Manhl	\$1,900.00	\$1,900.00		\$0.00		\$1,900.00	\$0.00	\$0.00
13	Install Caution Signs	\$600.00	\$600.00		\$0.00		\$600.00	\$0.00	\$0.00
14	Remove/Replace Access Hatch	\$7,600.00	\$7,600.00		\$0.00		\$7,600.00	\$0.00	\$0.00
15	Remove/Replace Vent Manhole	\$5,000.00	\$5,000.00		\$0.00		\$5,000.00	\$0.00	\$0.00
16	Remove Cable Syst, Inst. Railing	\$18,000.00	\$18,000.00		\$0.00		\$18,000.00	\$0.00	\$0.00
17	Install Lanyard Rings-5 Ladders	\$5,000.00	\$5,000.00		\$0.00		\$5,000.00	\$0.00	\$0.00
18	Install Grab Posts-Roof Hatch (2)	\$5,000.00	\$5,000.00		\$0.00		\$5,000.00	\$0.00	\$0.00
19	Install Ductile Iron Drain Pipe	\$4,600.00	\$4,600.00		\$0.00		\$4,600.00	\$0.00	\$0.00
20	Replace Roof Rafters (1,100 LF)	\$115,500.00	\$115,500.00		\$0.00		\$115,500.00	\$0.00	\$0.00
	Subtotal of Items 21-32, Alt Items, and Change Orders	\$109,943.50	\$109,943.50		\$0.00	\$0.00	\$109,943.50	\$0.00	\$0.00
	TOTAL	\$1,164,174.27	\$1,164,174.27		\$0.00	\$0.00	\$1,164,174.27	\$0.00	\$0.00

6 FINAL
10/16/2015
10/16/2015

APPLICATION NUMBER:
APPLICATION DATE:
PERIOD TO:
PROJECT NO:

DETAIL OF ITEMS 21-32 and A-1

Town of Addison, Texas

Addison Circle 1.0 MG Elevated Storage Tank Rehabilitation

Job No. 14-5964

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED & STORED TO DATE (D + E + F)	H BALANCE TO FINISH	I CURRENT RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	% (G+C)					
21	Replace Rafter Comm. Plates (32)	\$14,400.00	\$14,400.00	\$0.00	\$0.00		\$14,400.00	\$0.00	\$0.00
22	Replace Compression Ring	\$33,300.00	\$33,300.00	\$0.00	\$0.00		\$33,300.00	\$0.00	\$0.00
23	Repair Roof Plates (10 SF)	\$2,200.00	\$2,200.00	\$0.00	\$0.00		\$2,200.00	\$0.00	\$0.00
24	Install Framing-Hatch & Manhl	\$12,200.00	\$12,200.00	\$0.00	\$0.00		\$12,200.00	\$0.00	\$0.00
25	Install Tension Ring Plates (10)	\$9,500.00	\$9,500.00	\$0.00	\$0.00		\$9,500.00	\$0.00	\$0.00
26	Remove/Replace 24" Valve	\$14,400.00	\$14,400.00	\$0.00	\$0.00		\$14,400.00	\$0.00	\$0.00
27	Install Actuator on Valve	\$5,600.00	\$5,600.00	\$0.00	\$0.00		\$5,600.00	\$0.00	\$0.00
28	Relocate Conduits on Ladder	\$5,200.00	\$5,200.00	\$0.00	\$0.00		\$5,200.00	\$0.00	\$0.00
29	Maintain Operation of Antennas	\$9,500.00	\$9,500.00	\$0.00	\$0.00		\$9,500.00	\$0.00	\$0.00
30	Provide Temp Electric Power	\$6,800.00	\$6,800.00	\$0.00	\$0.00		\$6,800.00	\$0.00	\$0.00
31	Provide Improv.- Valve Integration	\$16,447.00	\$16,447.00	\$0.00	\$0.00		\$16,447.00	\$0.00	\$0.00
32	Construction Contingency Allow.	\$75,000.00	\$75,000.00	\$0.00	\$0.00		\$75,000.00	\$0.00	\$0.00
A-1	Elect.Improv.-Repeater Addition	\$15,230.00	\$15,230.00	\$0.00	\$0.00		\$15,230.00	\$0.00	\$0.00
	Change Order 1	\$9,500.00	\$9,500.00	\$0.00	\$0.00		\$9,500.00	\$0.00	\$0.00
	Change Order 2	(\$119,333.50)	(\$119,333.50)	\$0.00	\$0.00		(\$119,333.50)	\$0.00	\$0.00
	TOTAL	\$109,943.50	\$109,943.50	\$0.00	\$0.00	\$0.00	\$109,943.50	\$0.00	\$0.00

MAINTENANCE BOND - TWO YEAR

STATE OF TEXAS
COUNTY OF DALLAS

WHEREAS, TMI Coatings, Inc., 3291 Terminal Drive., St. Paul, MN 55121, as principal ("Contractor") and Washington International Insurance Company, a corporation organized under the laws of New Hampshire and being duly authorized to do business in the State of Texas, as surety ("Surety") (whether one or more), do hereby expressly acknowledge themselves to be held and bound to pay to the Town of Addison, Texas, a home-rule municipality organized and operating under the Constitution and laws of the State of Texas (the "Town"), its successors and assigns the sum of One Million Two Hundred Seventy Four Thousand Seven and 77/100 Dollars in the lawful currency of the United States of America (\$ 1,274,007.77) for the payment of which Contractor and Surety are liable to the Town, jointly and severally; and

WHEREAS, Contractor has this day entered into a written contract with the Town to build and construct which contract and the plans and specifications therein mentioned (collectively referred to hereinafter as the "Contract") are hereby expressly incorporated into and made a part hereof as though set forth at length; and

WHEREAS, under the Contract it is provided that the Contractor will maintain and keep in good repair all work to be performed and done under the Contract for a period of two (2) year from the date of acceptance of the completed work by the Town, and to do and perform all necessary work and repair any defective condition, it being understood that the purpose of this maintenance bond is to insure all warranties, express or implied, made or given by the Contractor to the Town and to cover all defective, inadequate or non-conforming conditions arising by reason of any materials or labor installed, provided, constructed or performed by the Contractor and in case the Contractor shall fail to correct any such conditions it is agreed that the Town may make such corrections and charge the cost of making those corrections against the Contractor and the Surety on this obligation, and the Contractor and Surety shall be subject to the liquidated damages provided in the contract, the plans and the specifications for each day's failure on its part to comply with the terms and provisions of the Contract;

NOW, THEREFORE, if the Contractor shall keep and perform its obligation to maintain the work and keep the work in repair for the full maintenance period of two (2) year as herein provided, then these presents shall be null and void and have no further effect, but if default shall be made by Contractor in the performance of its obligations, then these presents shall have full force and effect, and the Town shall have and recover from the Contractor and its Surety damages in the premises as provided and it is further understood and agreed that this obligation shall be a continuing one against the Contractor and the Surety and that successive recoveries may be had hereon for successive breaches until the full amount of this bond shall have been exhausted; and it is further understood that the obligation under this bond to maintain the work shall continue throughout the maintenance period and shall not be changed, diminished, or in any other manner affected during the term of this bond. The obligations of Contractor and Surety under this bond apply both to the original Contract and to any extension or modification of the Contract and Surety agrees that no change, extension of time, addition, expansion or other modification of the Contract, the work to be done under the Contract, or the plans and specifications which are a part of the Contract shall in any manner affect the obligations of Surety under this bond, and Surety waives notice of any such change, extension of time, addition, expansion or other modification. The obligations of Contractor and Surety under this bond are performable and payable in Dallas County, Texas such that exclusive venue for any legal action pertaining to this bond shall lie in Dallas County, Texas. By their signatures below, the persons signing this bond warrant and represent that they are, respectively, duly authorized to sign on behalf of Contractor and Surety.

EXECUTED this the 2 day of _____, 2014.
CONTRACTOR: TMI Coatings, Inc. SURETY: Washington International Insurance Company

By: [Signature]
Printed Name: Tracy M. Gliori
Title: President

By: [Signature]
Printed Name: Bruce N. Telander
Title: Attorney-in-Fact

Address of Principal:
3291 Terminal Drive
Eagan, MN 55121

Address of Surety:
475 North Martingale Road, Suite 850
Schaumburg, IL 60173

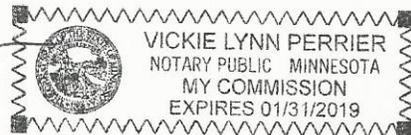
ACKNOWLEDGMENTS
[Contractor]

STATE OF TEXAS - Minnesota
COUNTY OF DALLAS - Dakota

Before me _____ (insert the name of the officer) on this day _____ personally appeared Tracy M. Gliori known to me (or proved to me on the oath of _____) or through _____ (description of identity card or other document) to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 20th day of November, 2014.
Notary Public in and for the State of Texas - Minnesota
My Commission Expires: 1/31/19

[Surety]



STATE OF TEXAS - Minnesota
COUNTY OF DALLAS - Hennepin

This instrument was acknowledged before me on the 9th day of November, 2014 by Bruce N. Telander who is the Attorney-in-Fact of the Surety, on behalf of Surety.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19th day of November, 2014.
Notary Public in and for the State of Texas - Minnesota
Nicole Stillings
Typed or Printed Name of Notary

MB 2

