REGULAR MEETING & WORK SESSION OF THE CITY COUNCIL

January 8, 2019

ADDISON TOWN HALL

5300 BELT LINE RD., DALLAS, TX 75254
5:30 PM EXECUTIVE SESSION & WORK SESSION
7:30 PM REGULAR MEETING

1. Call Meeting to Order

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

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

   Chapter 70 of the Code of Ordinances Related to Right-of-Way Management and the Installation of Network Nodes and Node Support Poles Pursuant to Texas Local Government Code, Chapter 284.

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3. 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 matters discussed in Executive Session.

WORK SESSION

4. Present and Discuss **the Citizen Survey Results.**

REGULAR MEETING

Pledge of Allegiance

Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

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

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.

6. Consider Action to Approve the **December 11, 2018 Work Session and Regular Meeting Minutes.**

7. Consider Action to Approve a **Resolution Adopting a Policy for Managing Data Collected by License Plate Recognition and Optical Camera Technologies.**

8. Consider Action to Approve a **Resolution for a Contract Agreement for Custodial Services at The Addison Conference And Theatre Centre, Pavilion, Stone Cottage, Police Station, Addison Circle Police Substation and Vitruvian Police Substation With Regent Services and Authorize the City Manager to Execute the Agreement** in an Amount not to Exceed $64,831.44.

9. Consider Action to Approve a **Resolution Approving The Fourth Amendment to a Ground Lease Between the Town of Addison and 6200 GP, LLC for Commercial Aviation Use on Property Located at 4550 Jimmy Doolittle Drive, Authorizing the City Manager to Execute the Agreement, and Providing an Effective Date.**

10. Consider Action to Approve **Change Order Number 1 to the Professional Services Agreement with Criado and Associates, Inc., for the Oaks North Drainage Improvements Design and Authorize the City Manager to Execute the Change Order** in an Amount not to Exceed $35,555.

Regular Items

11. Present, Discuss, and Consider Action on a **Resolution Approving a Software License and Services Agreement Between the Town of Addison and Mark43, Inc., for the Evaluation, Consultation, Implementation, Customization, Data Conversion, and Configuration of the Software as a Service for a Police Records Management System and Authorize the City Manager to Execute the Agreement** in an Amount not to Exceed $488,321.

12. Present, Discuss, and Consider Action on **an Ordinance Calling and Ordering the May 4, 2019 General Election.**

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: _____
Irma Parker, City Secretary
DATE: Thursday, January 3, 2019
TIME: 5:00PM

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

Work Session and Regular Meeting **4.**

Meeting Date: 01/08/2019

Department: Communications & Marketing

Pillars: Gold Standard in Customer Service

AGENDA CAPTION:

Present and Discuss **the Citizen Survey Results.**

BACKGROUND:

In April 2018, Addison engaged ETC Institute to complete a citizen satisfaction survey, the first the Town has done in 10 years. The goal of the survey was to assess resident satisfaction with the delivery of major services and to help determine priorities for the community as part of the Town's ongoing planning process. The survey was administered by mail and internet to a random sample of 407 residents. Addison rated significantly higher than both the state and national average (5% or more above) in 54 of the 56 areas that were assessed. The overall results of the survey have a precision of at least +/- 4.8% at the 95% level of confidence.

RECOMMENDATION:

Information only, no action required.

Attachments

Presentation - Survey Results

Report - Survey Results

Report - Appendix - Maps

2018 Citizen Satisfaction Survey
Town of Addison, Texas

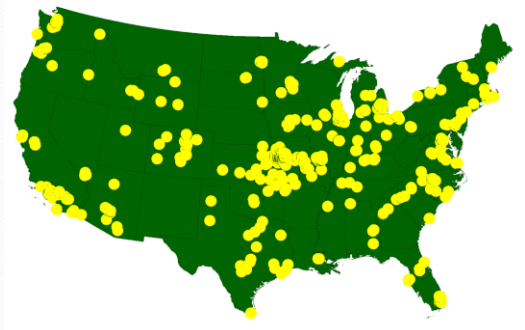
Presented by

January 2019

ETC Institute

A National Leader in Market Research for Local Governmental Organizations

...helping city and county governments gather and use survey data to enhance organizational performance for more than 30 years



More than 2,150,000 Persons Surveyed Since 2008 for more than 900 cities in 49 States

2

Agenda

- Purpose and Methodology
- Bottom Line Upfront
- Major Findings
- Summary
- Questions

3

Purpose

- To objectively assess resident satisfaction with the delivery of Town services
- To help determine priorities for the community
- To set a baseline for future surveys
- To compare Addison's performance with other communities regionally and nationally

4

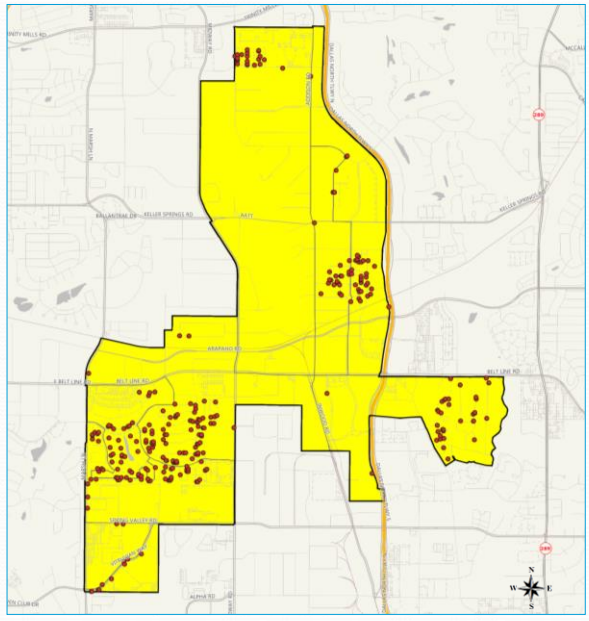
Methodology

- **Survey Description**
  - six-page survey
  - each survey took approximately 15-20 minutes to complete
- **Method of Administration**
  - by mail and online to randomly selected sample of households throughout the Town
- **Sample size:**
  - completed surveys: 407
  - demographics of survey respondents accurately reflects the actual population of the Town (*based on 2016 U.S. Census estimates*)
- **Confidence level:** 95%
- **Margin of error:** +/- 4.8% overall

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Location of Survey Respondents

Good representation throughout the Town



6

Bottom Line Up Front

- **Residents Have a Very Positive Perception of the Town**
  - 94% rated the Town as an excellent or good place to live
- **Satisfaction with Town Services Is Much Higher in Addison Than Other Communities**
  - Addison rated above the U.S. Average and the Texas Average in 56 of the 57 areas that were compared
  - Satisfaction with the Overall Quality of Town Services rated 30% above the U.S. Average and 32% above the Texas Average
  - Satisfaction with Customer Service from Town Employees rated 41% above the U.S. Average and 44% above the Texas Average
- **Most Important Town Services to Emphasize Over the Next Two Years:**
  - Flow of Traffic and Congestion Management
  - Overall Maintenance of Town Streets

7

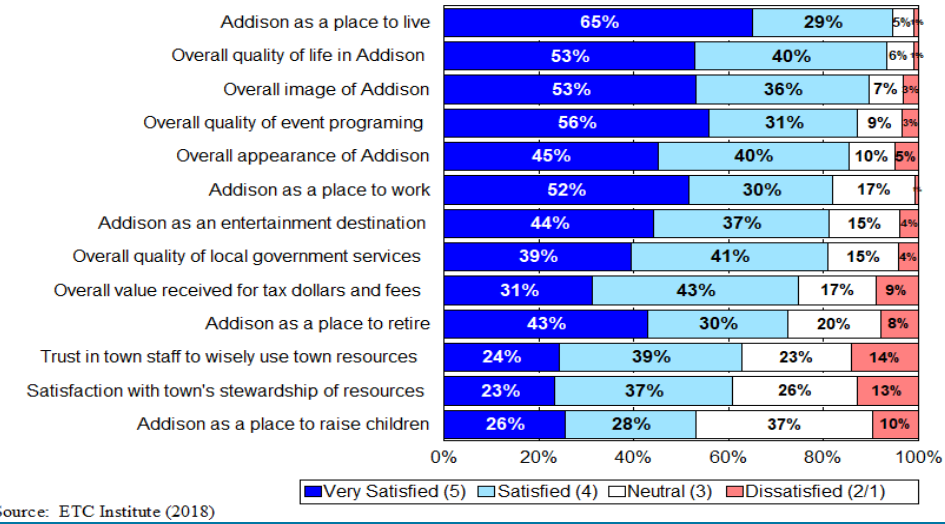
Major Finding #1

Residents Have a Very Positive Perception of the Town

8

Q3. Satisfaction with Items That Influence Perceptions of the Town

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)



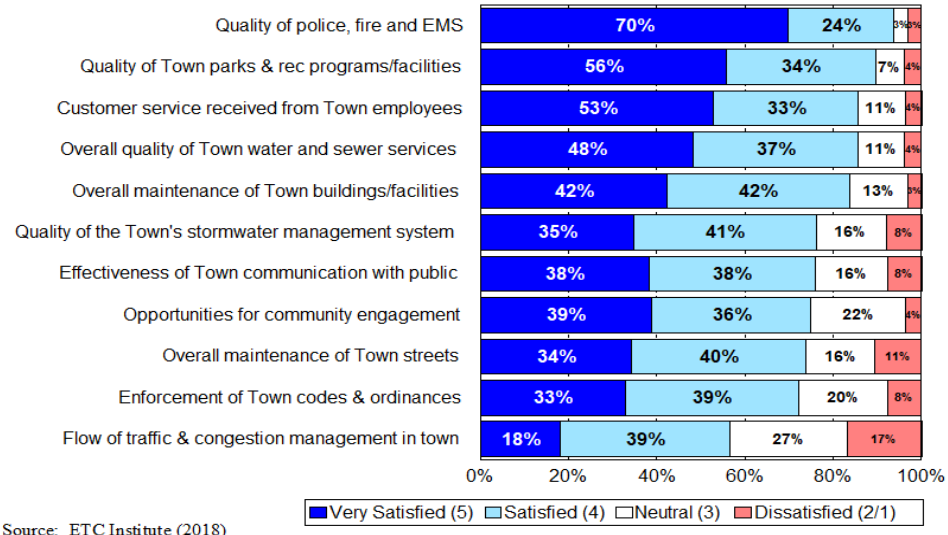
Source: ETC Institute (2018)

80% of Residents Are Satisfied with the Overall Quality of Services Provided by the Town; Only 4% Are Dissatisfied

9

Q1. Overall Satisfaction with Town Services by Major Category

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)



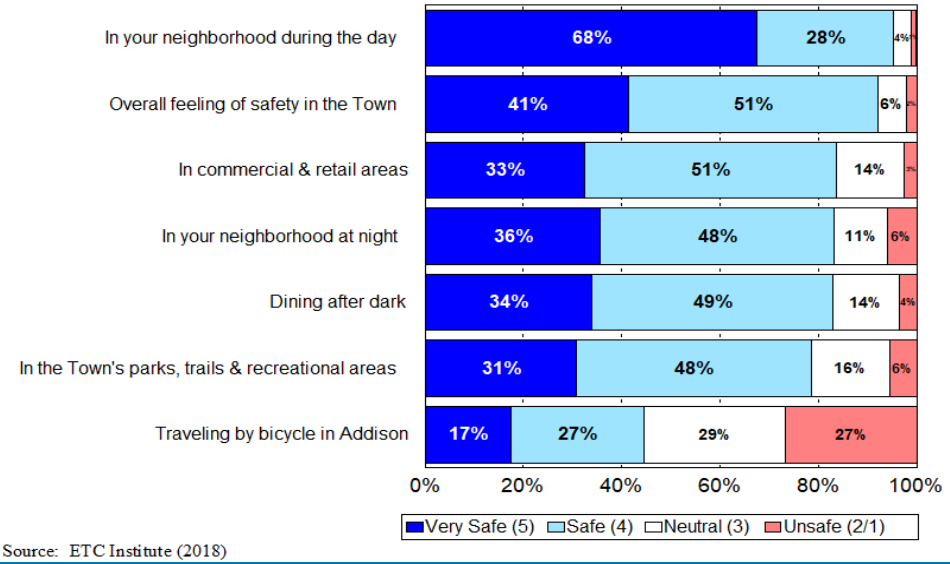
Source: ETC Institute (2018)

All Major Categories Received High Satisfaction Ratings

10

Q6. Feeling of Safety in Various Situations

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)



Source: ETC Institute (2018)

Most Residents Feel Safe in Their Neighborhood During the Day and at Night

11

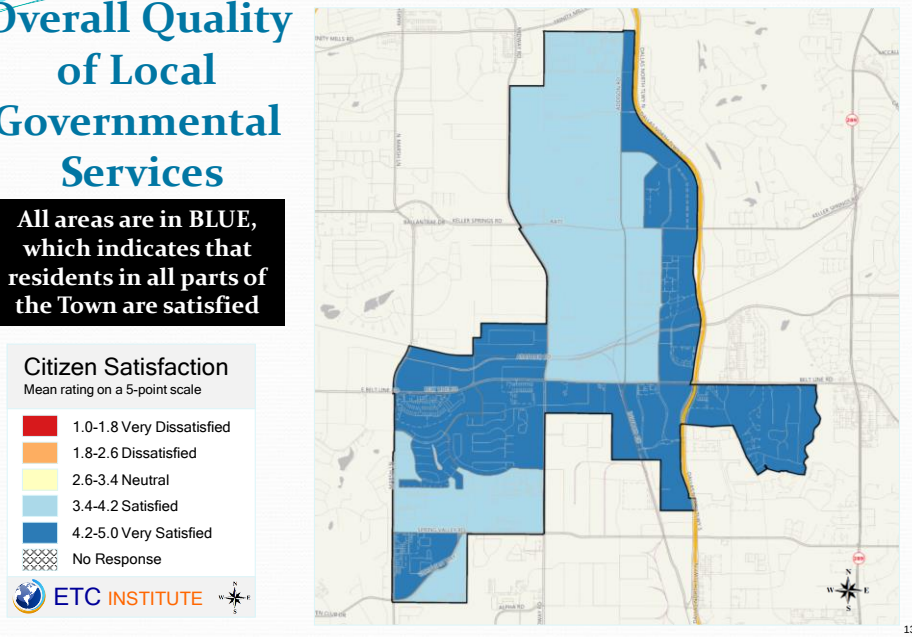
Major Finding #2

Satisfaction with the Overall Quality of Services Is High in All Areas of the Town

12

Overall Quality of Local Governmental Services

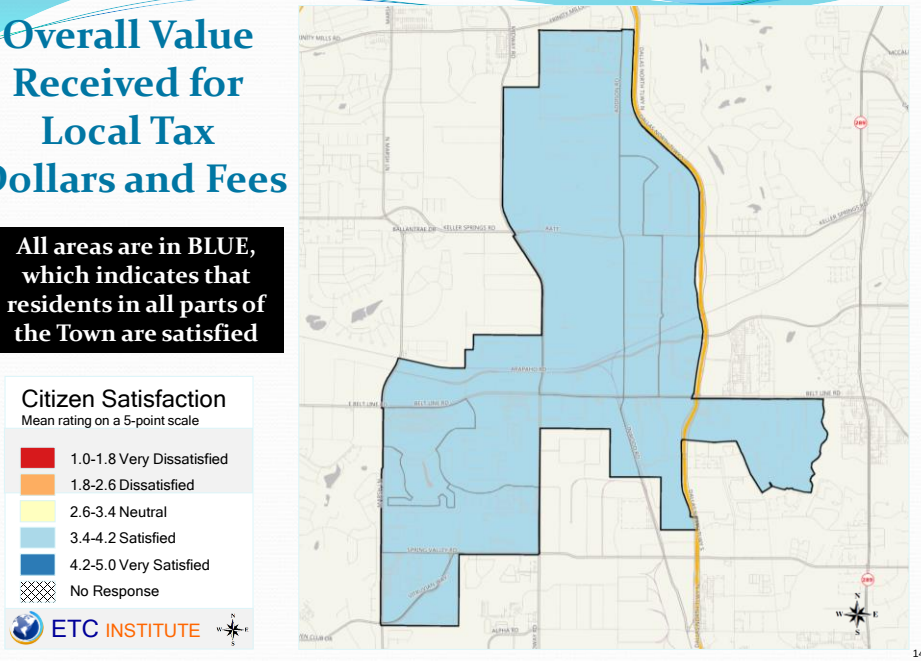
All areas are in BLUE, which indicates that residents in all parts of the Town are satisfied



13

Overall Value Received for Local Tax Dollars and Fees

All areas are in BLUE, which indicates that residents in all parts of the Town are satisfied



14

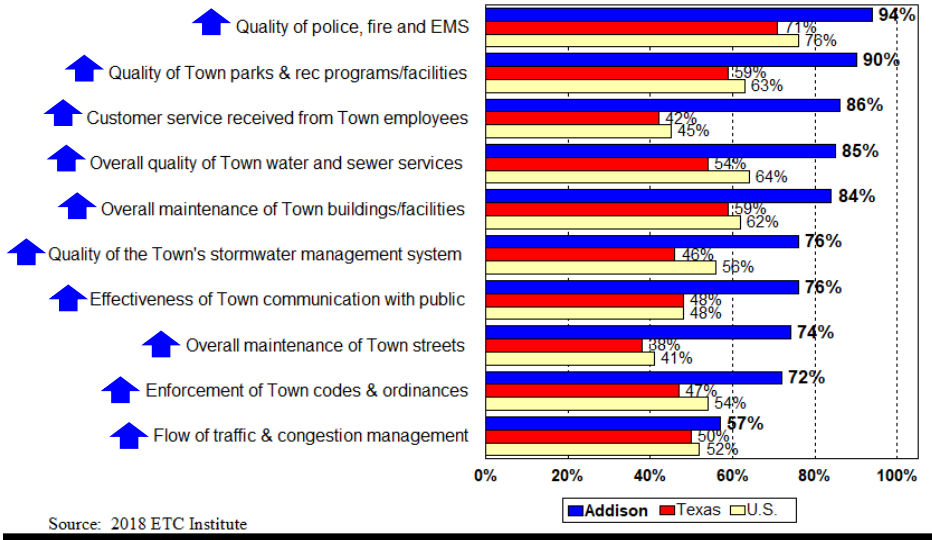
Major Finding #3

Satisfaction with Town Services Is Much Higher in Addison Than Other Communities

15

Overall Satisfaction with Major Town Services
Addison vs. Texas vs. the U.S.

by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



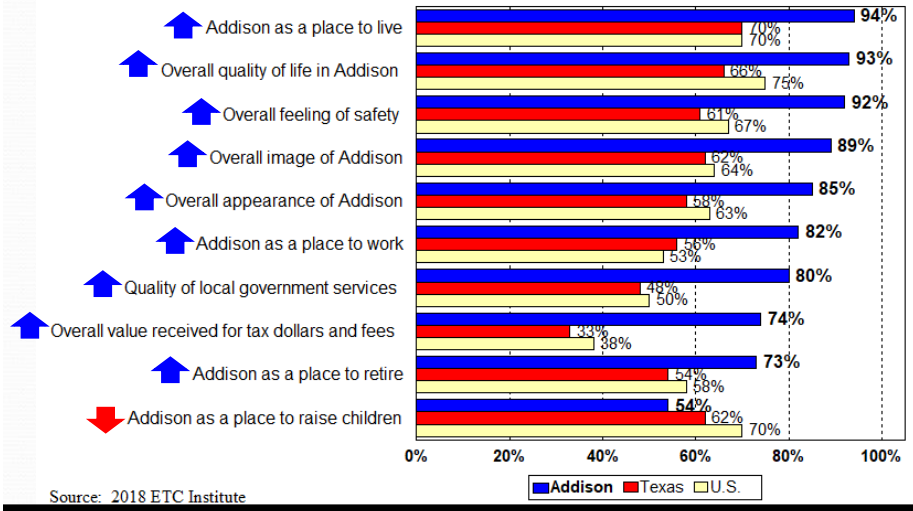
Source: 2018 ETC Institute

Significantly Higher: ▲ Significantly Lower: ▼

16

Satisfaction with Issues that Influence Perceptions of the Town
Addison vs. Texas vs. the U.S.

by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



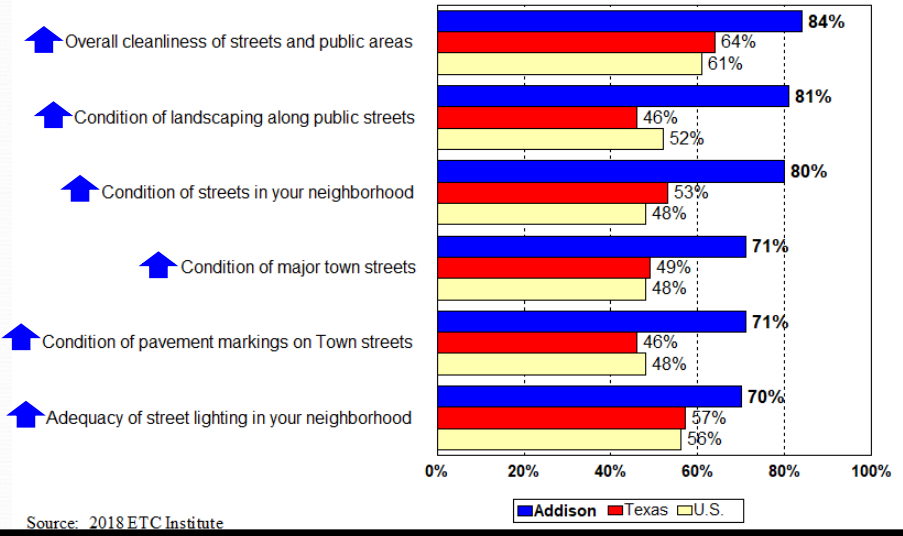
Source: 2018 ETC Institute

Significantly Higher: **Significantly Lower:**

17

Satisfaction with Maintenance of the Town
Addison vs. Texas vs. the U.S.

by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



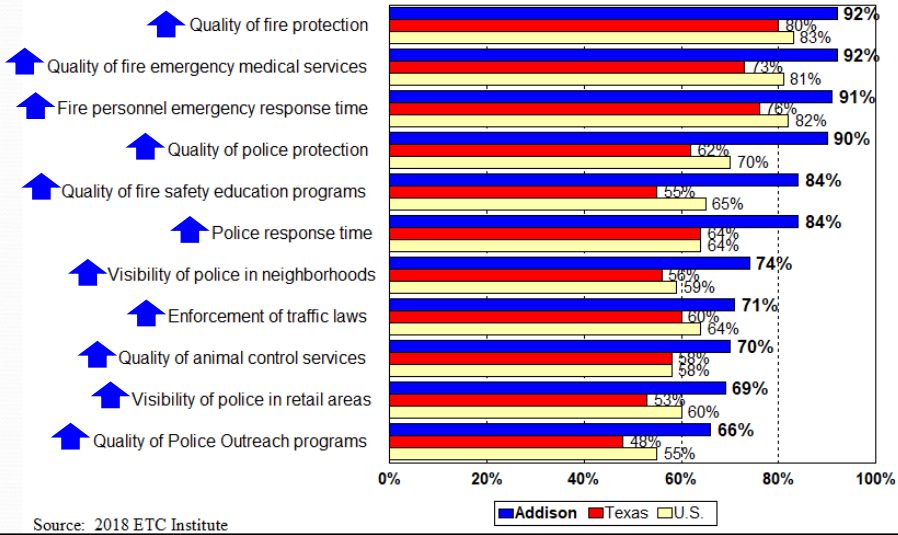
Source: 2018 ETC Institute

Significantly Higher: **Significantly Lower:**

18

Satisfaction with Public Safety Services
Addison vs. Texas vs. the U.S.

by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



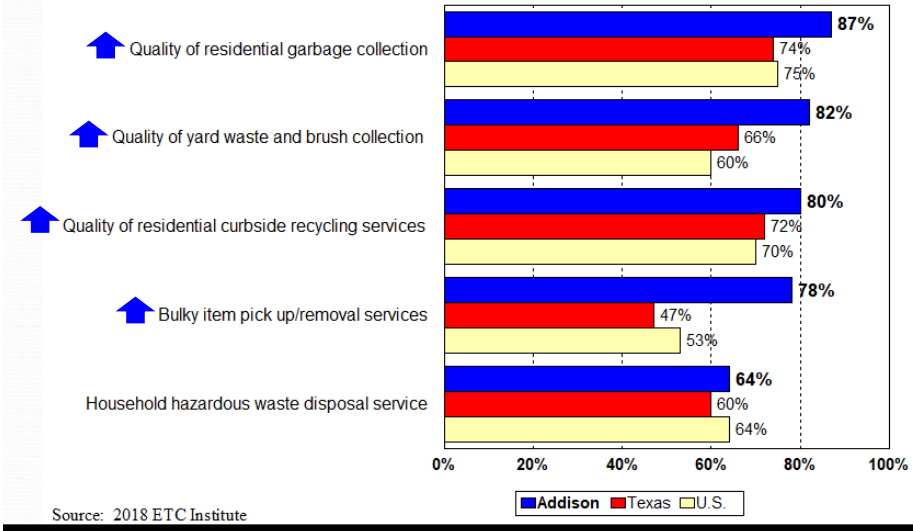
Source: 2018 ETC Institute

Significantly Higher: **Significantly Lower:**

19

Satisfaction with Solid Waste Services
Addison vs. Texas vs. the U.S.

by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



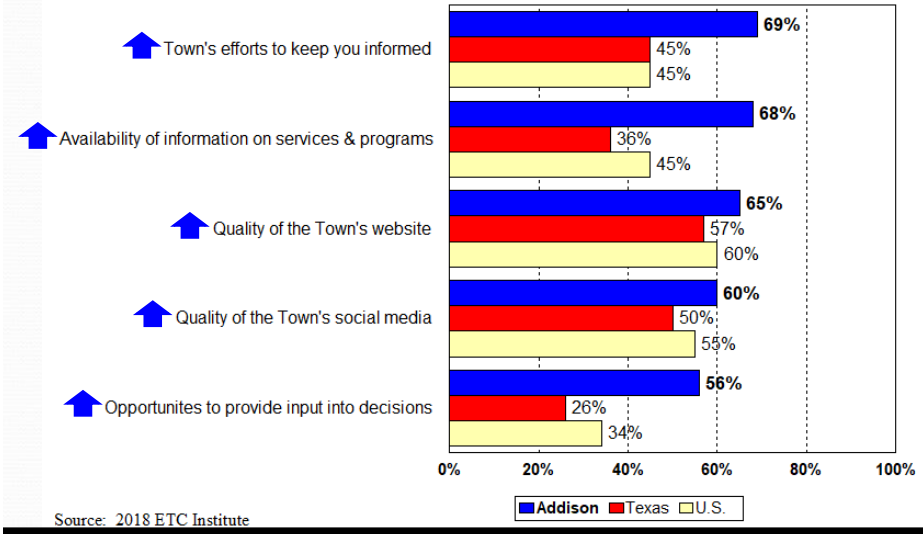
Source: 2018 ETC Institute

Significantly Higher: **Significantly Lower:**

20

Satisfaction with Town Communication
Addison vs. Texas vs. the U.S.

by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Source: 2018 ETC Institute

Significantly Higher: ↑ **Significantly Lower:** ↓

21

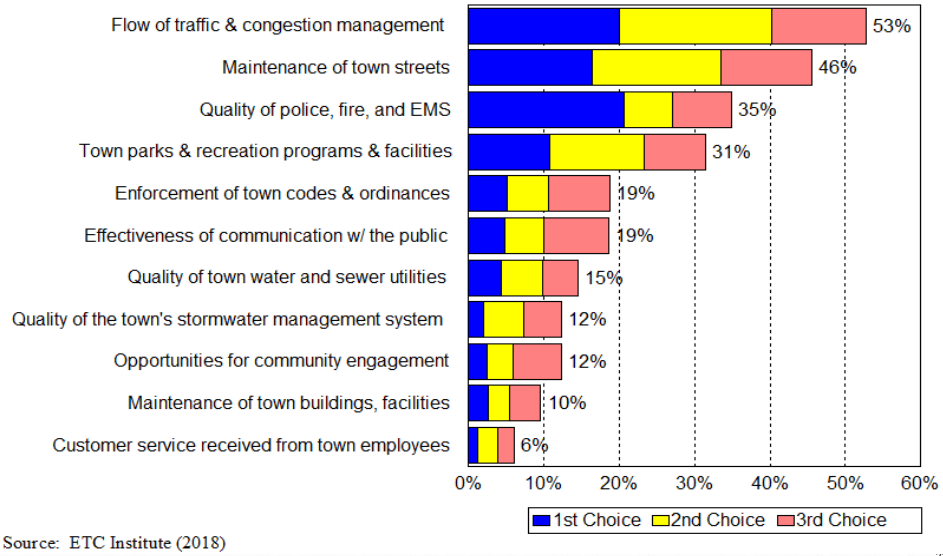
Major Finding #4

Top Priorities for Investment

22

Q2. Town Services That Should Receive the Most Emphasis Over the Next Two Years

by percentage of respondents who selected the item as one of their top three choices



Source: ETC Institute (2018)

23

Importance-Satisfaction Rating
Town of Addison
Major Categories of City Services

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Very High Priority (IS >.20)						
Flow of traffic & congestion management in town	53%	1	57%	11	0.2266	1
High Priority (IS .10-.20)						
Overall maintenance of Town streets	46%	2	74%	9	0.1183	2
Medium Priority (IS <.10)						
Enforcement of Town codes & ordinances	19%	5	72%	10	0.0524	3
Effectiveness of Town communication with public	19%	6	76%	7	0.0446	4
Quality of Town parks & rec programs/facilities	31%	4	90%	2	0.0314	5
Opportunities for community engagement	12%	9	75%	8	0.0308	6
Quality of the Town's stormwater management system	12%	8	76%	6	0.0295	7
Overall quality of Town water and sewer services	15%	7	85%	4	0.0218	8
Quality of police, fire and EMS	35%	3	94%	1	0.0209	9
Overall maintenance of Town buildings/facilities	10%	10	84%	5	0.0154	10
Quality of customer service received from Town employees	6%	11	86%	3	0.0085	11

Overall Priorities:

24

Importance-Satisfaction Rating
Town of Addison
Maintenance/Infrastructure

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Very High Priority (IS >.20)						
Traffic flow on major town streets	44%	1	53%	10	0.2068	1
Medium Priority (IS <.10)						
Timing of traffic signals on town streets	23%	3	59%	9	0.0947	2
Condition of major town streets	28%	2	71%	5	0.0806	3
Pedestrian accessibility	21%	4	63%	8	0.0773	4
Adequacy of street lighting in your neighborhood	15%	5	70%	7	0.0435	5
Condition of streets in your neighborhood	11%	7	80%	3	0.0222	6
Condition of pavement markings on Town streets	7%	8	71%	6	0.0212	7
Overall cleanliness of streets and public areas	11%	6	84%	1	0.0178	8
Appearance/condition of medians, public areas	7%	9	77%	4	0.0159	9
Condition of landscaping along public streets	7%	10	81%	2	0.0125	10

Maintenance/Infrastructure Priorities:

25

Importance-Satisfaction Rating
Town of Addison
Police, Fire, and Emergency Services

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Medium Priority (IS <.10)						
Visibility of police in neighborhood	29%	1	74%	7	0.0754	1
Visibility of police in retail areas	20%	3	69%	11	0.0623	2
Quality of Police Outreach programs	13%	4	66%	12	0.0428	3
Efforts to communicate w/public via social media	10%	6	61%	13	0.0402	4
Enforcement of traffic laws	13%	5	71%	8	0.0365	5
Quality of police protection	23%	2	90%	4	0.0233	6
Quality of animal control services	8%	9	70%	10	0.0228	7
Police response time	9%	7	84%	6	0.0142	8
Quality of fire safety education programs	7%	10	84%	5	0.0106	9
Quality/accessibility of municipal court services	3%	13	71%	9	0.0078	10
Quality of fire protection	8%	8	92%	1	0.0065	11
Quality of fire emergency medical services	4%	11	92%	2	0.0031	12
Fire personnel emergency response time	3%	12	91%	3	0.0027	13

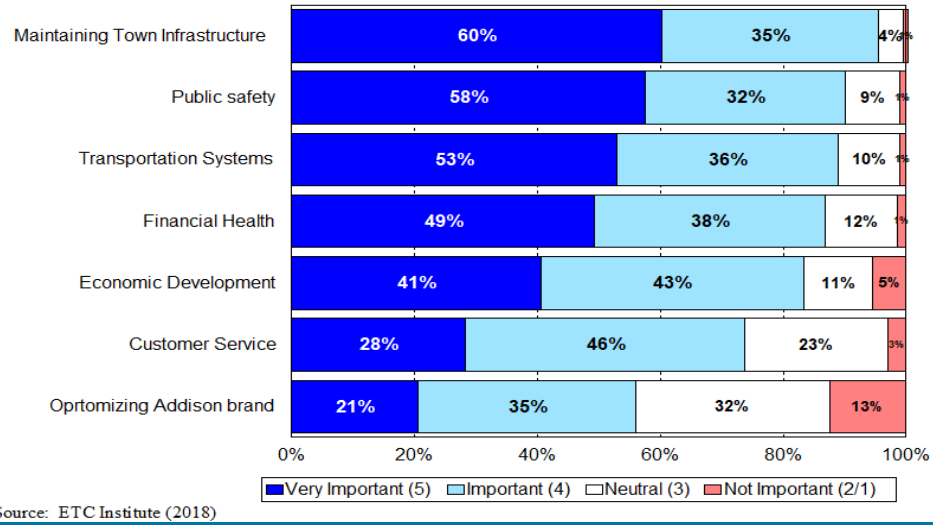
Public Safety Priorities:

26

Other Findings

Q17. Importance of Various Areas to Focusing Funding for Tax Dollars

by percentage of respondents (excluding don't knows)

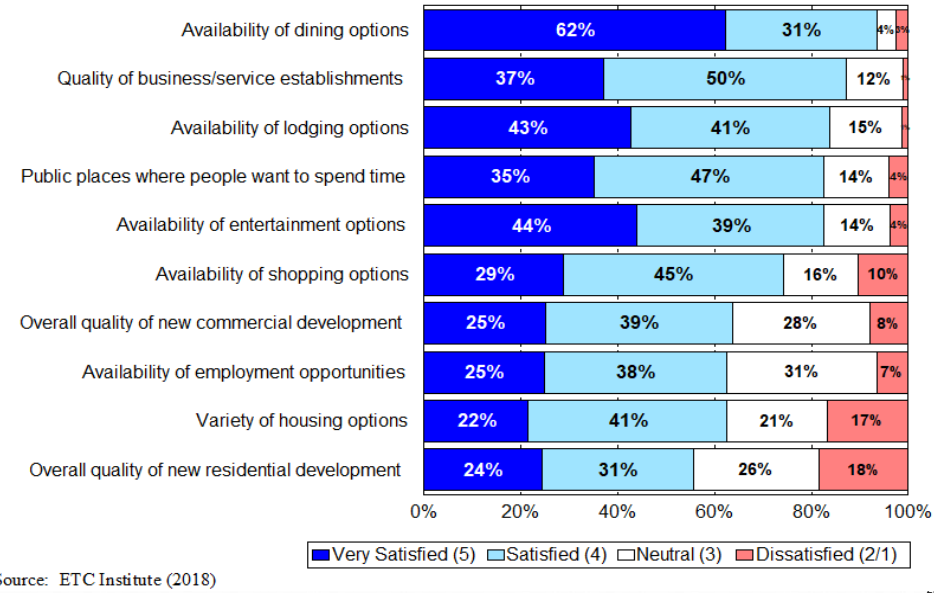


Source: ETC Institute (2018)

Residents Feel the Most Important Areas to Focus Tax Dollars on Are: 1) Maintaining Town Infrastructure, 2) Public Safety, and 3) Transportation Systems

Q10. Satisfaction with Economic Development Services

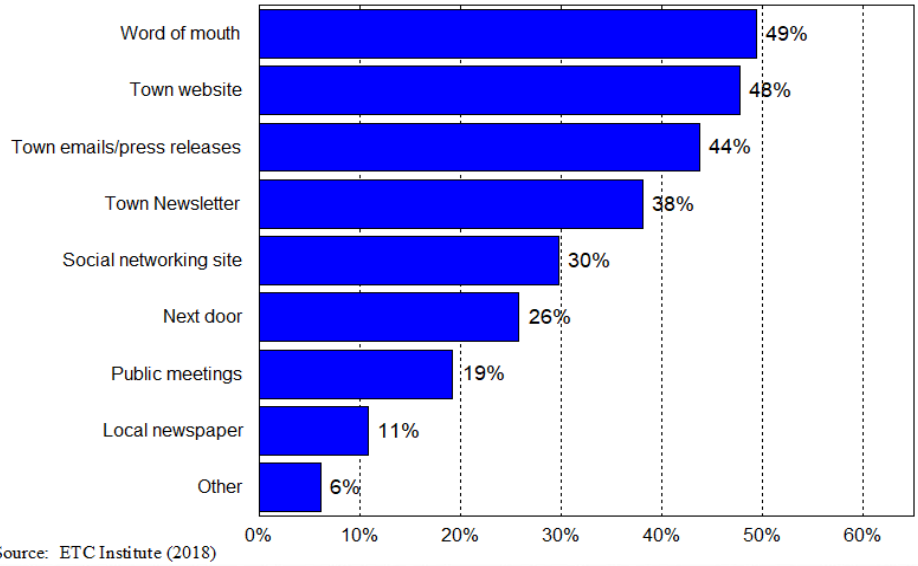
by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)



Source: ETC Institute (2018)

Q21. Which of the following are your primary sources of information about Town's issues, services, and events?

by percentage of respondents (multiple choices could be made)



Source: ETC Institute (2018)

Summary

Summary

- **Residents Have a Very Positive Perception of the Town**
  - 94% rated the Town as an excellent or good place to live
- **Satisfaction with Town Services Is Much Higher in Addison Than Other Communities**
  - Addison rated above the U.S. Average and the Texas Average in 56 of the 57 areas that were compared
  - Satisfaction with the Overall Quality of Town Services rated 30% above the U.S. Average and 32% above the Texas Average
  - Satisfaction with Customer Service from Town Employees rated 41% above the U.S. Average and 44% above the Texas Average
- **Most Important Town Services to Emphasize Over the Next Two Years:**
  - Flow of Traffic and Congestion Management
  - Overall Maintenance of Town Streets

Questions?

THANK YOU!!

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2018 Town of Addison Citizen Satisfaction Survey

...helping organizations make better decisions since 1982

Findings Report

Submitted to the Town of Addison, Texas by:
ETC Institute
725 W. Frontier Lane,
Olathe, Kansas 66061

October 2018

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2018 Town of Addison Citizen Satisfaction Survey Executive Summary

Overview and Methodology

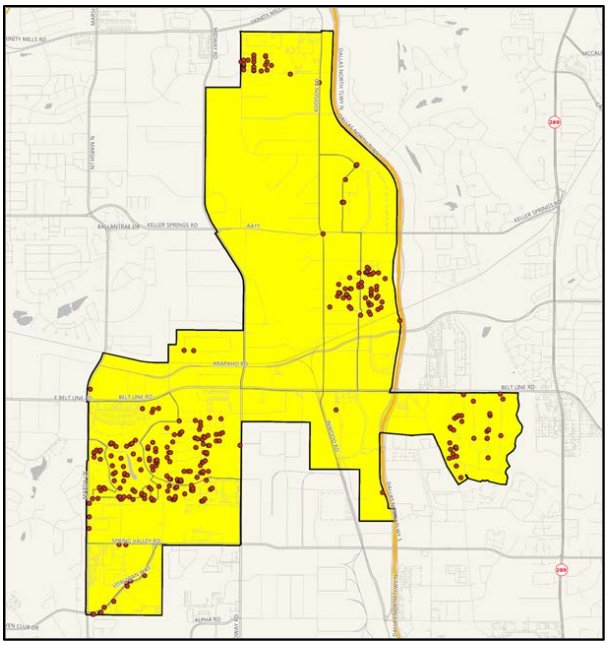
During the fall of 2018, ETC Institute administered a citizen survey for the Town of Addison to assess satisfaction with the delivery of major services and to help determine priorities for the community as part of the Town's ongoing planning process. This is the first time ETC Institute has conducted a community survey for Addison.

The survey was seven pages long and took approximately 15-20 minutes to complete. It was administered by mail and internet to a random sample of 407 residents. The overall results of the survey have a precision of at least +/- 4.8% at the 95% level of confidence.

This report contains the following:

- an executive summary of the methodology and major findings
- charts showing the overall results of the survey (Section 1)
- benchmarking analysis comparing the Town's results to the Texas regional average and the National average (Section 2)
- Importance-Satisfaction analysis to help the Town use survey data to set priorities (Section 3)
- Tabular data showing the overall results for all questions on the survey (Section 4)
- A copy of the survey instrument (Section 5)

Interpretation of "Don't Know" Responses. The percentage of "don't know" responses has been excluded from many of the graphs in this report to assess satisfaction with residents who had used Town services and to facilitate valid comparisons with other communities in the benchmarking analysis. Since the number of "don't know" responses often reflect the utilization and awareness of services, the percentage of "don't know" responses has been included in the tabular data in Section 4 of this report. When the "don't know" responses have been excluded, the text of this report will indicate that the responses have been excluded with the phrase "who had an opinion."



In order to better understand how well services are being delivered by the Town, ETC Institute geocoded the home address of respondents to the survey. The map to the right shows the physical distribution of survey respondents based on the location of their home.

The major findings of the survey are summarized below and on the following pages.

Major Findings

Overall Satisfaction with Town Services

- The major categories of Town services that had the highest levels of satisfaction, based upon the combined percentage of "very satisfied" and "satisfied" responses among residents who had an opinion, were: quality of police, fire, and emergency medical services (94%), quality of Town parks and recreation programs and facilities (90%), customer service received from Town employees (86%), and overall quality of Town water and sewer services (85%).
- Based on the sum of their top three choices, the areas that residents felt should receive the most emphasis from Town leaders over the next two years were: 1) flow of traffic and congestion management, 2) maintenance of Town streets, and 3) quality of police, fire, and emergency medical services.

Perceptions of the Town

- Most residents surveyed (94%) who had an opinion were "very satisfied" or "satisfied" with Addison as a place to live; 93% were satisfied with the overall quality of life in Addison, and 89% were satisfied with the overall image of the Town. No more than 14% of residents who had an opinion were dissatisfied with any of the perception items on the survey.

Town Maintenance

- The maintenance services that had the highest levels of satisfaction, based upon the combined percentage of "very satisfied" and "satisfied" responses among residents who had an opinion, were: cleanliness of streets and public areas (84%), condition of landscaping along public streets (81%), and condition of neighborhood streets (80%).

- Based on the sum of their top two choices, the maintenance services that residents felt should receive the most emphasis from Town leaders over the next two years were: 1) traffic flow on major Town streets and 2) condition of major Town streets.

Feeling of Safety

- The areas of Town where residents felt safest, based upon the combined percentage of "very safe" and "safe" responses among residents who had an opinion, were: in neighborhoods during the day (96%), overall feeling of safety in the Town (92%), and in commercial and retail areas (84%).

Public Safety

- The public safety services that had the highest levels of satisfaction, based upon the combined percentage of "very satisfied" and "satisfied" responses among residents who had an opinion, were: quality of fire protection (92%), quality of fire emergency medical services (92%), fire personnel emergency response time (91%), and quality of police protection (90%).

- Based on the sum of their top two choices, the public safety services that residents felt should receive the most emphasis from Town leaders over the next two years were: 1) visibility of police in neighborhoods and 2) quality of police protection.

Code Enforcement

- The code enforcement services that had the highest levels of satisfaction, based upon the combined percentage of "very satisfied" and "satisfied" responses among residents who had an opinion, were: cleanliness in neighborhoods (80%) and clean-up of debris/litter (75%).

Economic Development

- The economic development services that had the highest levels of satisfaction, based upon the combined percentage of "very satisfied" and "satisfied" responses among residents who had an opinion, were: availability of dining options (93%), quality of business and service establishments (87%), and availability of lodging options (84%).

Solid Waste Services

- The solid waste services that had the highest levels of satisfaction, based upon the combined percentage of "very satisfied" and "satisfied" responses among residents who had an opinion, were: quality of residential garbage collection (87%), quality of yard waste and brush collection (82%), and quality of residential curbside recycling services (80%).

- More than three-fourths (76%) of residents surveyed indicated that 48 hours is an adequate amount of time to notify Town staff for bulk pick-up; 5% did not feel it was an adequate amount of time, and 19% did not have an opinion.

- Forty-one percent (41%) of residents indicated they would like an option for a rolling trash bin in addition to their recycling bin; 29% did not want this option, and 31% did not know.

Water Services

- The water services that had the highest levels of satisfaction, based upon the combined percentage of "very satisfied" and "satisfied" responses among residents who had an opinion, were: quality of Water Services customer service (82%) and quality of drinking water (77%).

Parks and Recreation Services

- The parks and recreation services that had the highest levels of satisfaction, based upon the combined percentage of "very satisfied" and "satisfied" responses among residents who had an opinion, were: quality of Town parks (91%) quality of maintenance of Town parks (88%), number of Town parks (87%), and ease of registration for programs at the athletic club (85%).

Addison Athletic Club

- When residents were asked how often they or members of their household had used various recreational facilities or participated in activities in Addison during the past 12 months, the items that were used most often were 1) cardio equipment, 2) weight equipment, 3) locker room, 4) locker in locker room, and 5) outdoor pool.

Areas of Funding

- Residents were asked to rate the importance of various areas to focus their tax dollars. The areas that had the highest levels of importance, based upon the combined percentage of "very important" and "important" responses among residents who had an opinion, were: maintaining Town infrastructure (95%), public safety (90%), and transportation systems (89%).

Customer Service

- More than one-third (38%) of residents who provided a response indicated they had called or visited the Town with a question, problem or complaint during the past year. Of those, 80% indicated it was "very easy" or "somewhat easy" to address their issue.

Town Communication

- The communication services that had the highest levels of satisfaction, based upon the combined percentage of "very satisfied" and "satisfied" responses among residents who had an opinion, were: Town's efforts to keep residents informed (69%), availability of information on services and programs (68%), and quality of the Town's website (65%).

Other Findings

- Residents were asked how often they attend various local events. Among those who had an opinion, the events that residents attend most often include: 1) Kaboom Town, 2) Taste Addison, 3) Vitruvian Lights, and 4) Oktoberfest.

- When residents were asked about their primary sources of information regarding Town issues, services, and events, 49% indicated it was by word of mouth; 48% got their information from the Town website, 44% through Town e-mails/press releases, and 38% through the Town newsletter *(multiple responses could be made).*

- Over half (52%) of residents surveyed, who had an opinion, indicated they would support a tax rate increase to replace aging infrastructure.

How Addison Compares to Other Communities

Addison is setting the standard for the delivery of Town services. Addison rated **significantly higher than the Texas average (5% or more above) in 54 of the 56 areas** that were assessed. The areas in which the Town rated at least 25% above the Texas average are listed below:

- Customer service received from Town employees (+44%)
- Value received for tax dollars and fees (+41%)
- Maintenance of Town streets (+36%)
- Condition of landscaping along public streets (+35%)
- Quality of Water Services customer service (+35%)
- Quality of local government services (+32%)
- Clean-up of debris/litter (+32%)
- Availability of information on services and programs (+32%)
- Quality of Town water and sewer services (+31%)
- Quality of Town parks and recreation programs and facilities (+31%)
- Bulky item pick-up/removal services (+31%)
- Quality of the Town's stormwater management system (+30%)
- Opportunities to provide input into decisions (+30%)
- Quality of fire safety education programs (+29%)
- Quality of police protection (+28%)
- Effectiveness of Town communication with the public (+28%)
- Overall quality of life in Addison (+27%)
- Overall appearance of Addison (+27%)
- Overall image of Addison (+27%)
- Condition of neighborhood streets (+27%)
- As a place to work (+26%)
- Quality of maintenance of Town parks (+26%)
- Maintenance of Town buildings and facilities (+25%)
- Enforcement of Town codes and ordinances (+25%)
- Condition of pavement markings on Town streets (+25%)

Addison also rated **significantly higher than the National average (5% or more above) in 54 of the 56 areas** that were assessed. The areas in which the Town rated at least 25% above the National average are listed below:

- Quality of Water Services customer service (+44%)
- Customer service received from Town employees (+41%)
- Value received for tax dollars and fees (+36%)
- Maintenance of Town streets (+33%)
- Clean-up of debris/litter (+32%)
- Condition of neighborhood streets (+32%)
- Quality of local government services (+30%)
- Condition of landscaping along public streets (+29%)
- As a place to work (+29%)
- Effectiveness of Town communication with the public (+28%)
- Quality of Town parks and recreation programs and facilities (+27%)
- Bulky item pick-up/removal services (+25%)
- Overall image of Addison (+25%)

Investment Priorities

Recommended Priorities for the Next Two Years. In order to help the Town identify investment priorities for the next two years, ETC Institute conducted an Importance-Satisfaction (I-S) analysis. This analysis examined the importance that residents placed on each Town service and the level of satisfaction with each service.

By identifying services of high importance and low satisfaction, the analysis identified which services will have the most impact on overall satisfaction with Town services over the next two years. If Addison wants to improve its overall satisfaction rating, the Town should prioritize investments in services with the highest Importance-Satisfaction (I-S) ratings. Details regarding the methodology for the analysis are provided in this report.

Based on the results of the Importance-Satisfaction (I-S) Analysis, ETC Institute recommends the following:

- **Overall Priorities for the Town by Major Category.** The first level of analysis reviewed the importance of and satisfaction with major categories of Town services. This analysis was conducted to help set the overall priorities for the Town. Based on the results of this analysis, the major services that are recommended as top priorities for investment over the next two years in order to raise the Town's overall satisfaction rating are listed on the following page:

- Flow of traffic and congestion management in the Town (I-S Rating = 0.2266)
- Overall maintenance of Town streets (I-S Rating = 0.1183)

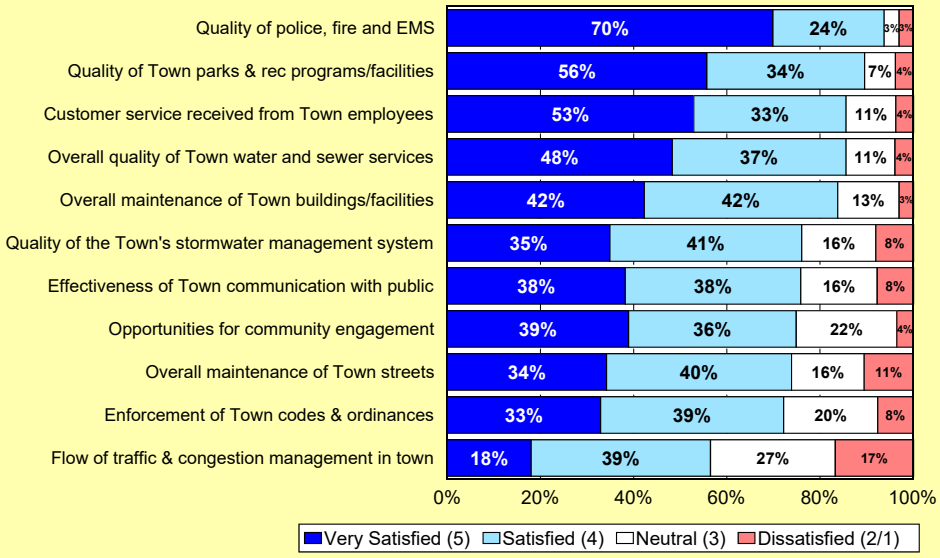
- **Priorities within Departments/Specific Areas.** The second level of analysis reviewed the importance of and satisfaction of services within departments and specific service areas. This analysis was conducted to help departmental managers set priorities for their department. Based on the results of this analysis, the services that are recommended as the top priorities within each area over the next two years are listed below:

  - **Maintenance:** traffic flow on major Town streets
  - **Public Safety:** none of the public safety services were selected as a "high priority" for improvement

Section 1
Charts and Graphs

Q1. Overall Satisfaction with Town Services by Major Category

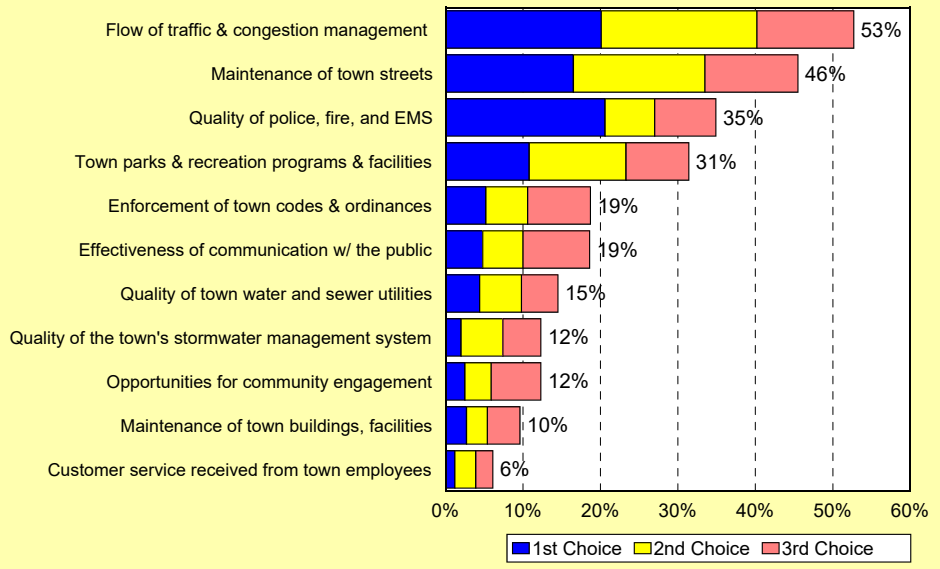
by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)



Source: ETC Institute (2018)

Q2. Town Services That Should Receive the Most Emphasis Over the Next Two Years

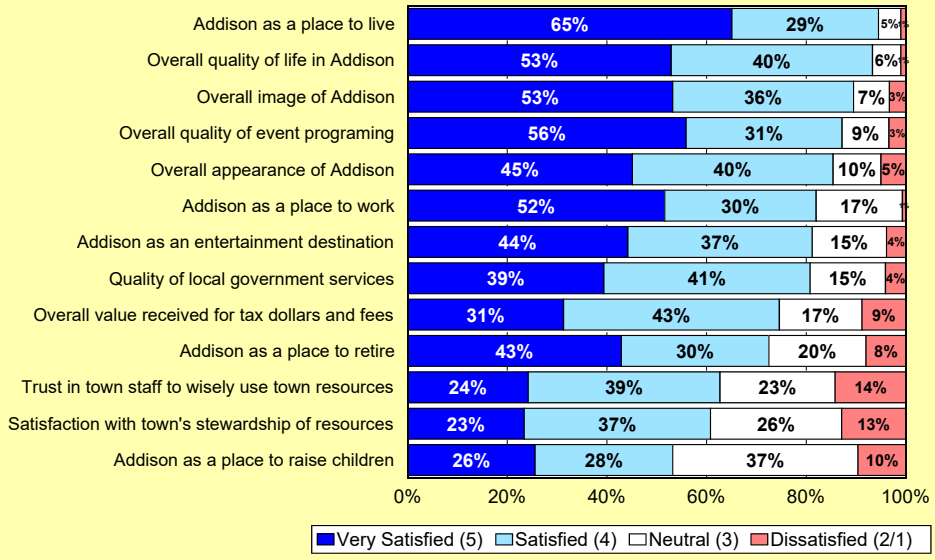
by percentage of respondents who selected the item as one of their top three choices



Source: ETC Institute (2018)

Q3. Satisfaction with Items That Influence Perceptions of the Town

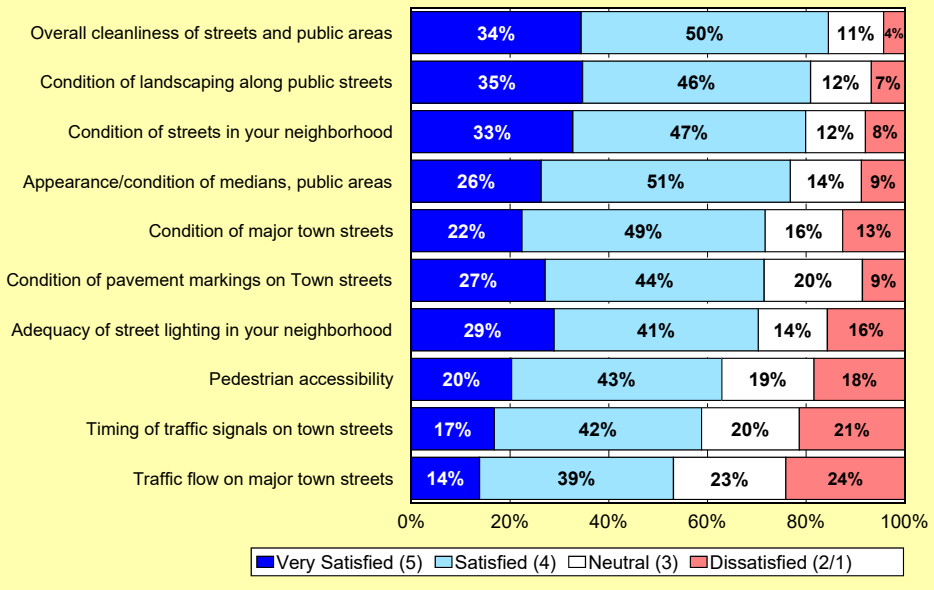
by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)



Source: ETC Institute (2018)

Q4. Satisfaction with Maintenance

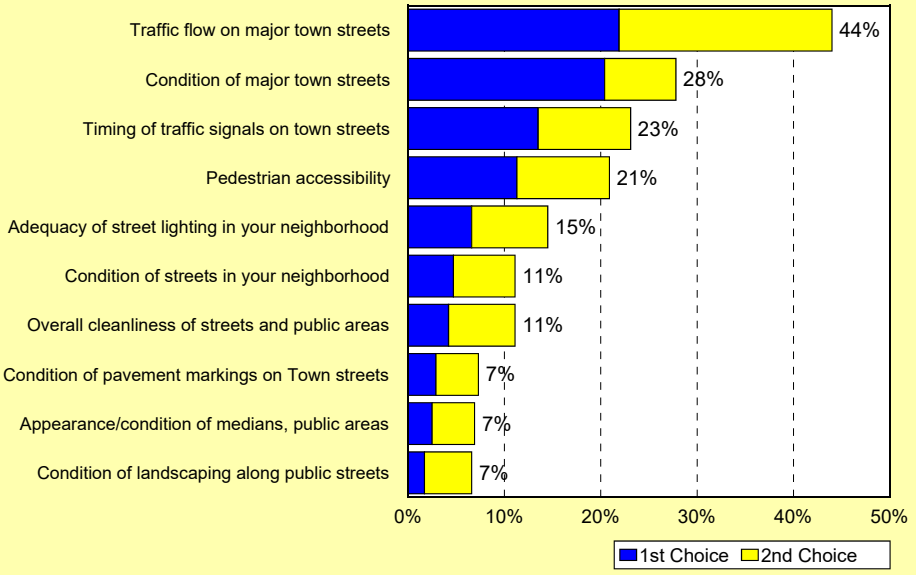
by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)



Source: ETC Institute (2018)

Q5. Maintenance Services That Should Receive the Most Emphasis Over the Next Two Years

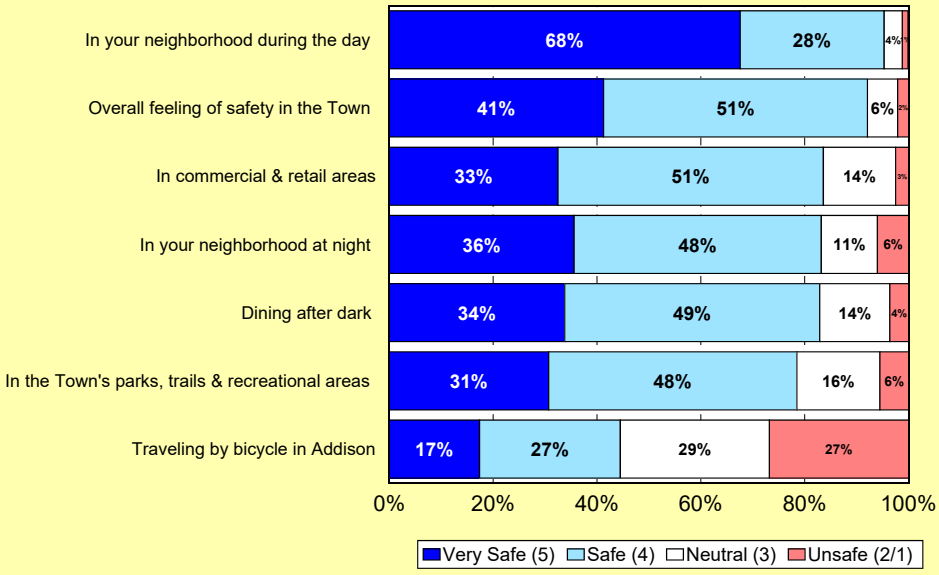
by percentage of respondents who selected the item as one of their top two choices



Source: ETC Institute (2018)

Q6. Feeling of Safety in Various Situations

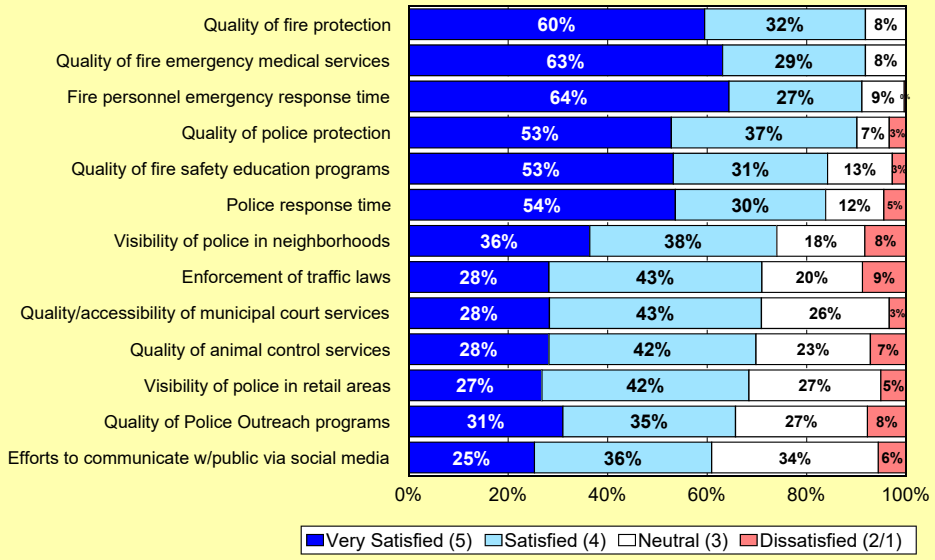
by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)



Source: ETC Institute (2018)

Q7. Satisfaction with Public Safety Services

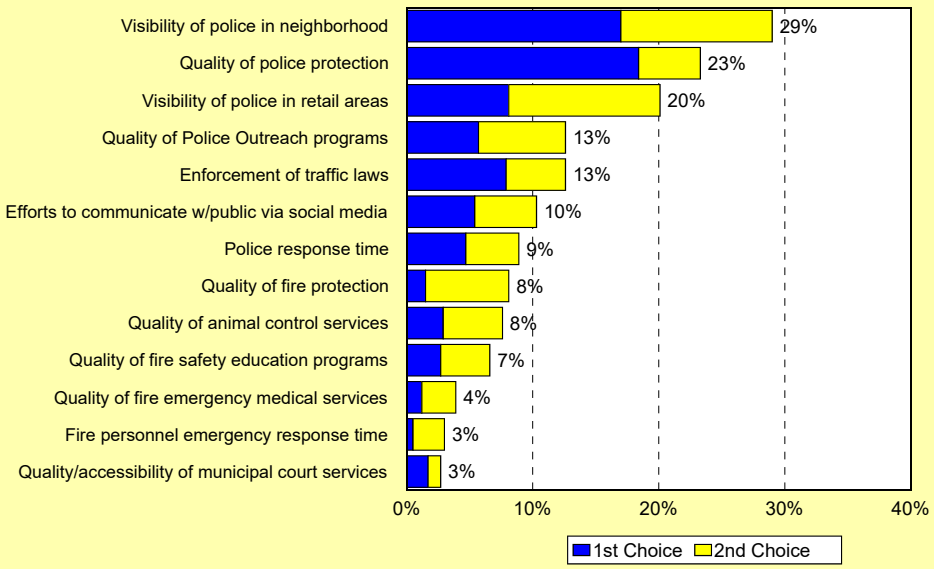
by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)



Source: ETC Institute (2018)

Q8. Public Safety Services That Should Receive the Most Emphasis Over the Next Two Years

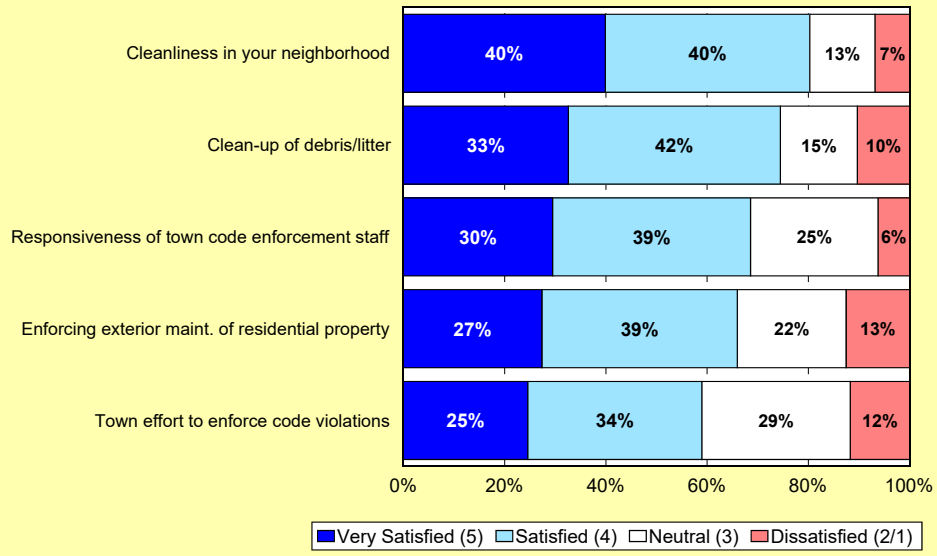
by percentage of respondents who selected the item as one of their top two choices



Source: ETC Institute (2018)

Q9. Satisfaction with Code Enforcement

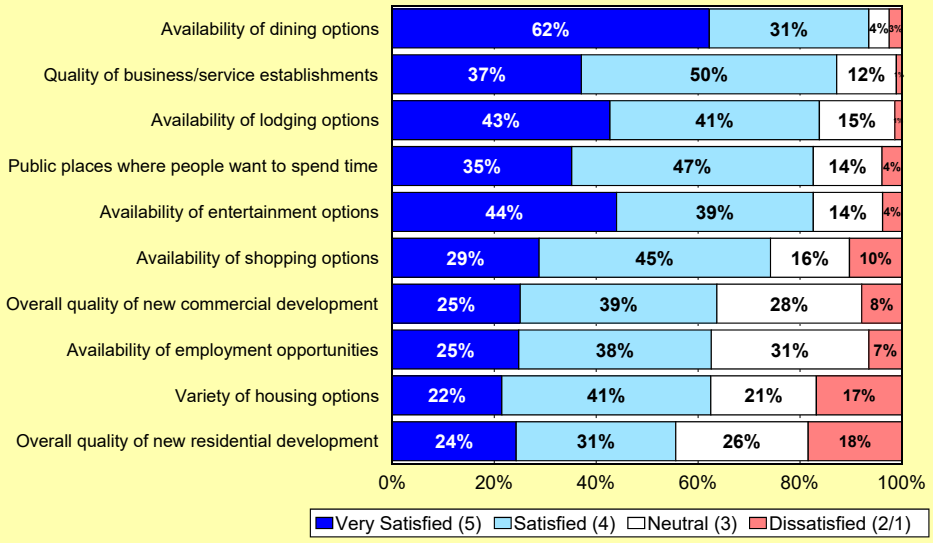
by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)



Source: ETC Institute (2018)

Q10. Satisfaction with Economic Development Services

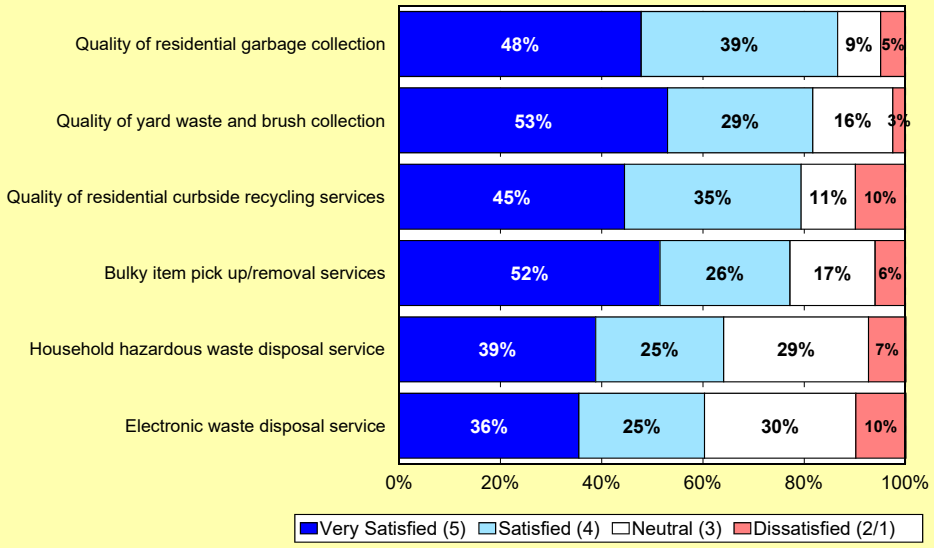
by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)



Source: ETC Institute (2018)

Q11. Satisfaction with Solid Waste Services

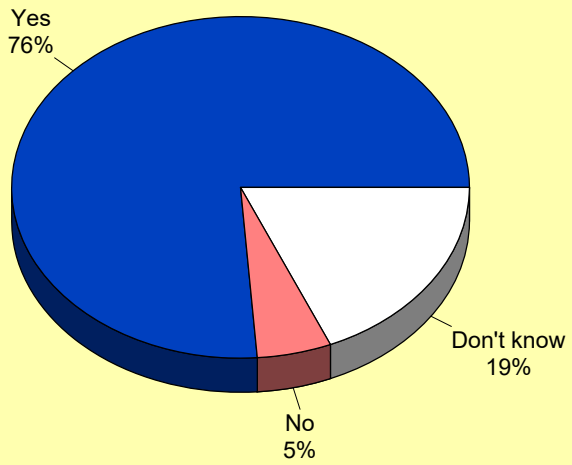
by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)



Source: ETC Institute (2018)

Q12. Is 48 hours an adequate amount of time to notify Town staff for bulk pick-up?

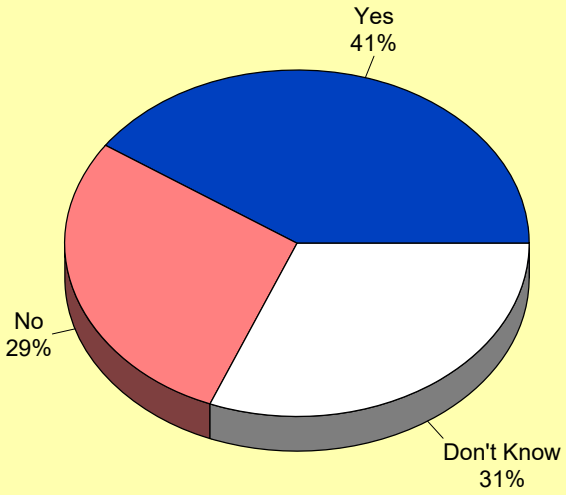
by percentage of respondents



Source: ETC Institute (2018)

Q13. Would you like an option for a rolling trash bin in addition to your recycling bin?

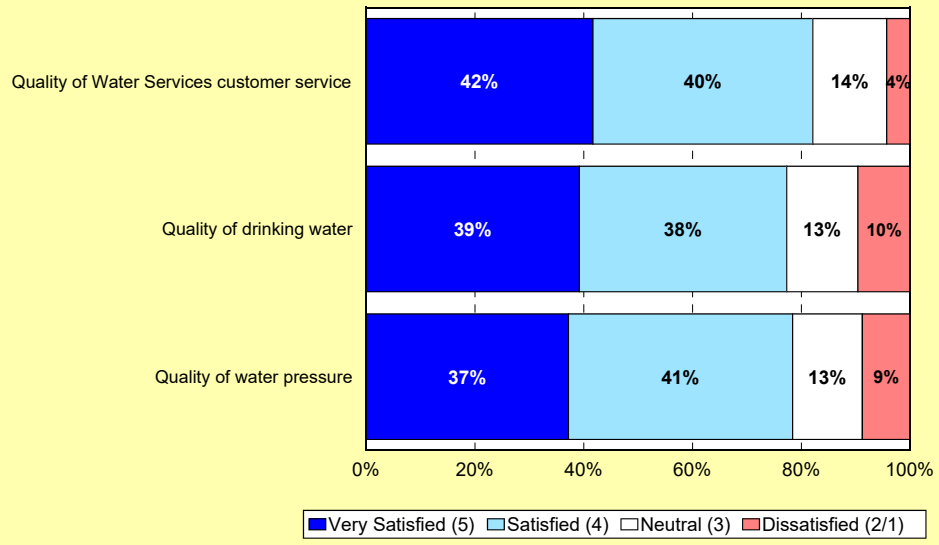
by percentage of respondents



Source: ETC Institute (2018)

Q14. Satisfaction Water Services

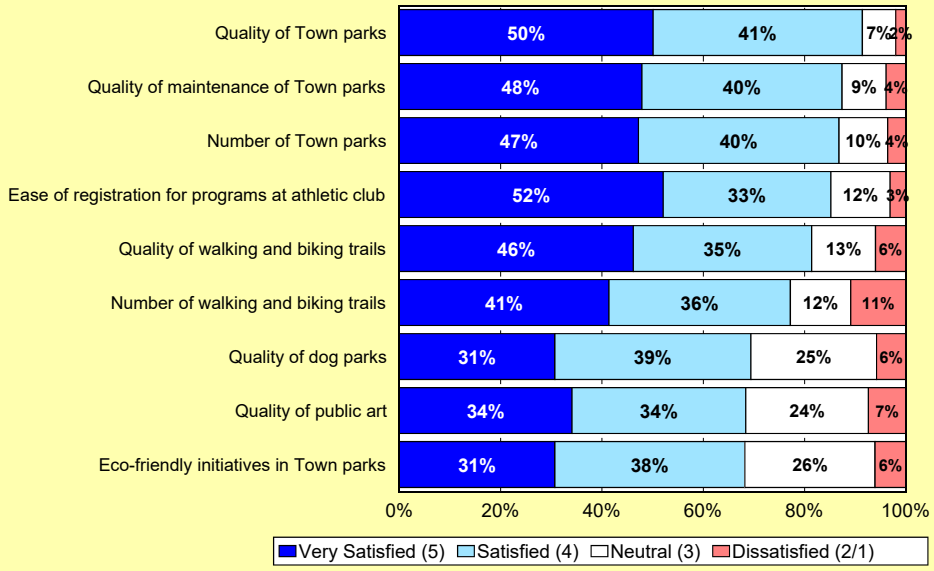
by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)



Source: ETC Institute (2018)

Q15. Satisfaction with Parks and Recreation Services

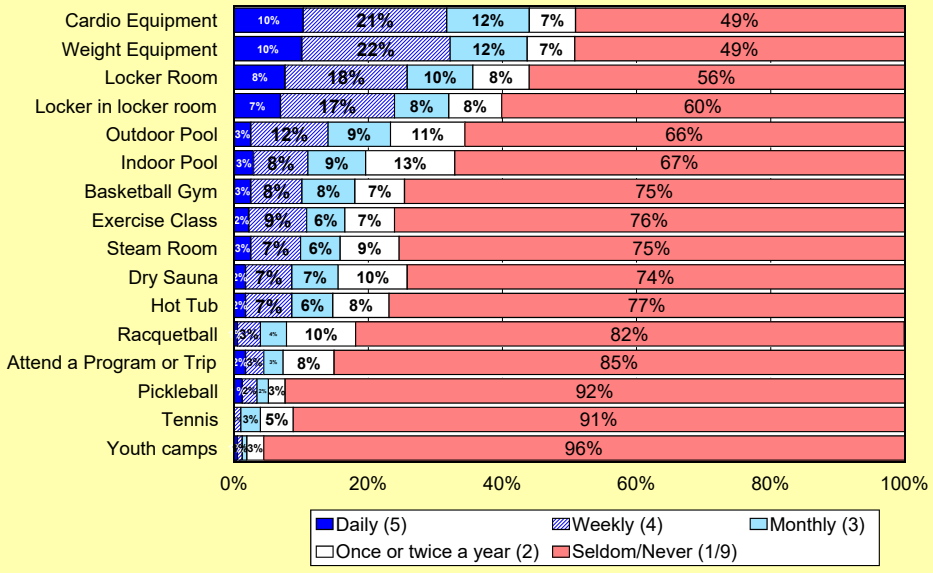
by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)



Source: ETC Institute (2018)

Q16. Use of Addison Athletic Club

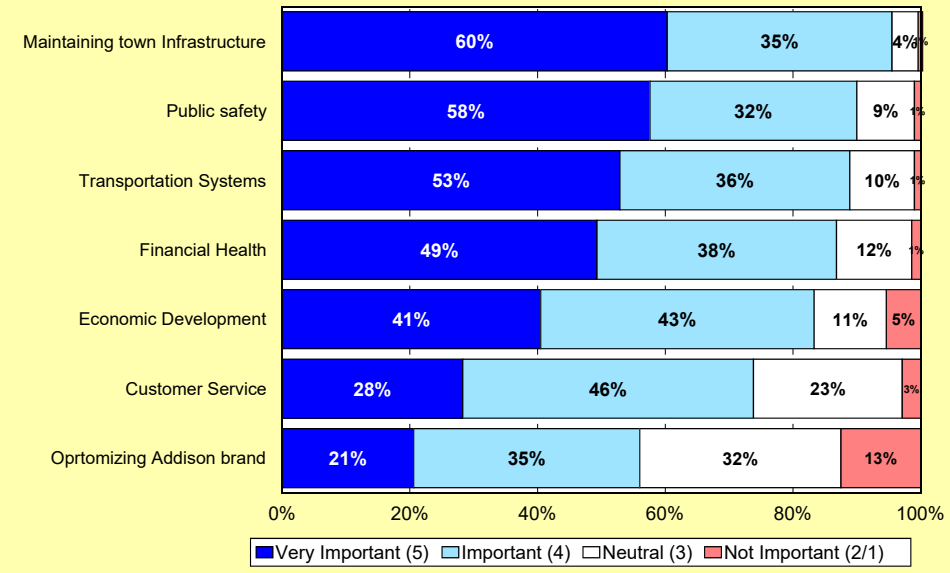
by percentage of respondents



Source: ETC Institute (2018)

Q17. Importance of the Following Areas to Focus Funding for Tax Dollars

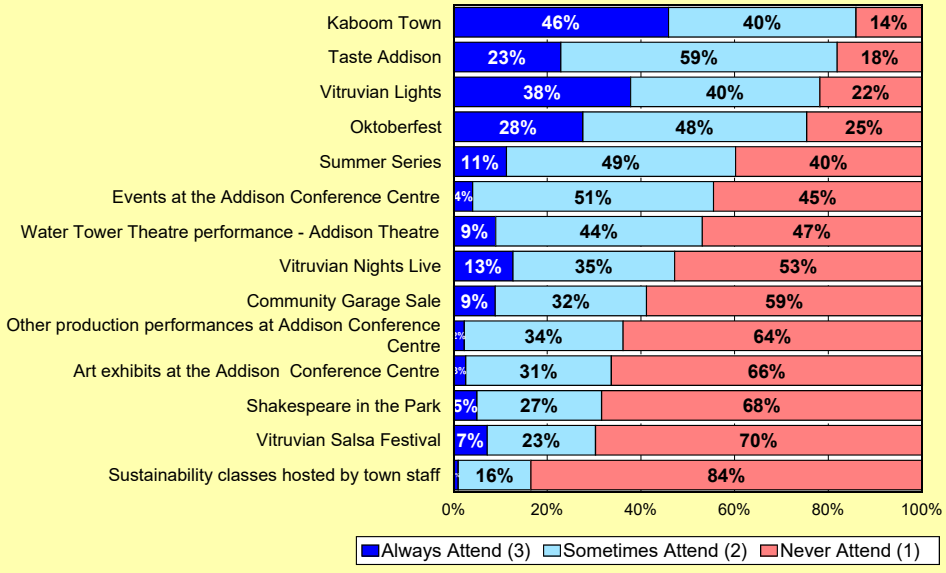
by percentage of respondents (excluding don't knows)



Source: ETC Institute (2018)

Q18. How Often Residents Attend Various Local Events

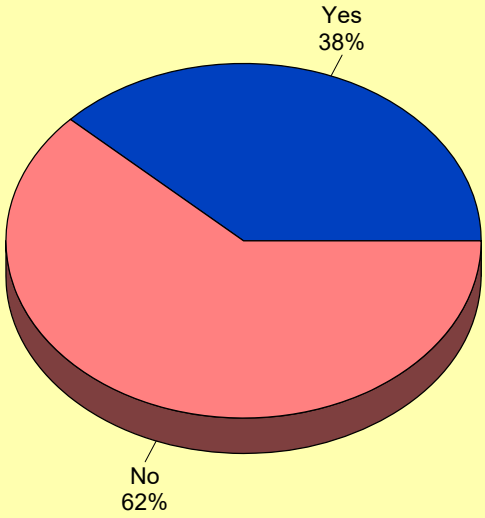
by percentage of respondents (excluding don't knows)



Source: ETC Institute (2018)

Q19. Have you called or visited the Town with a question, problem or complaint during the past year?

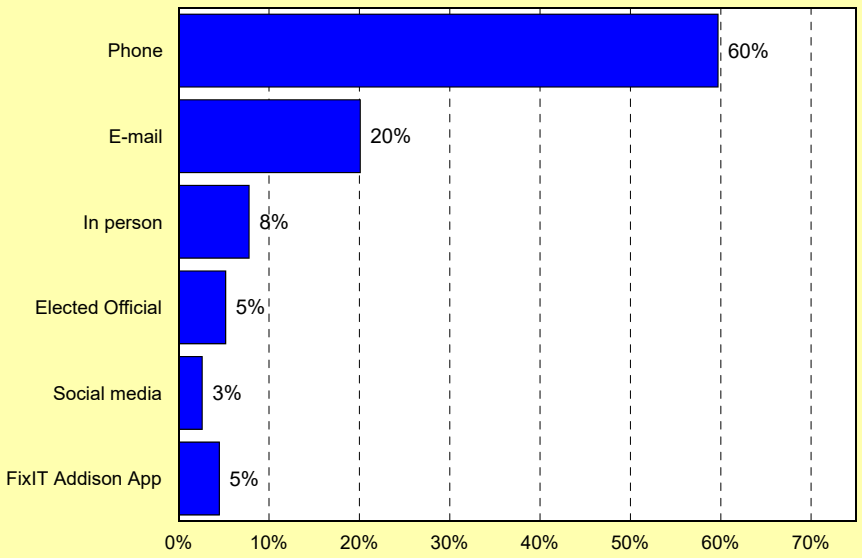
by percentage of respondents (without "not provided")



Source: ETC Institute (2018)

Q19a. How did you contact the Town?

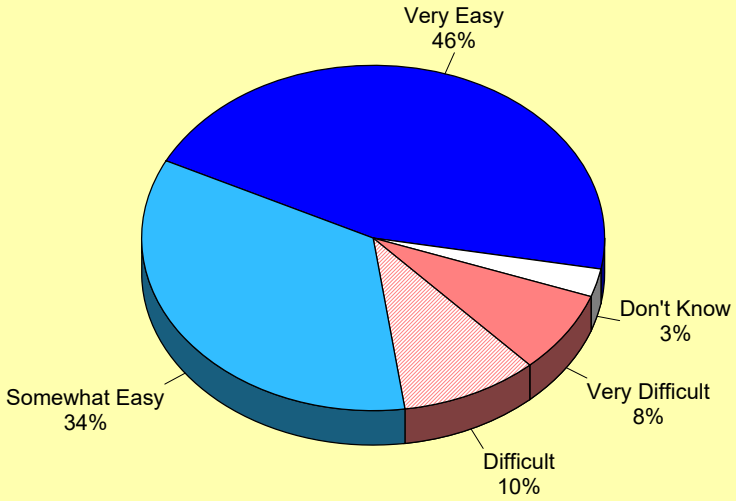
by percentage of respondents who have called or visited the Town in the past year
(multiple choices could be made)



Source: ETC Institute (2018)

Q19b. How easy or difficult was it to address your issue?

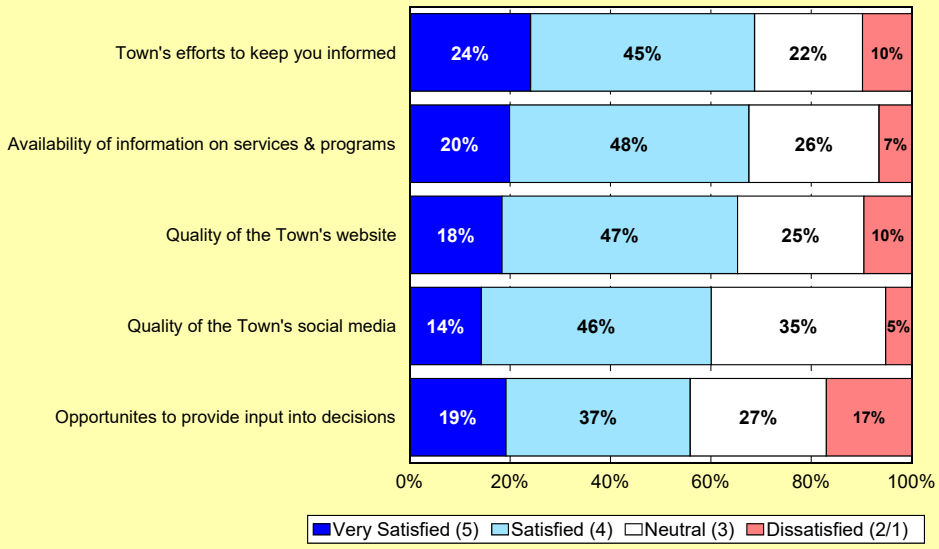
by percentage of respondents who have called or visited the Town in the past year



Source: ETC Institute (2018)

Q20. Satisfaction with Town Communication

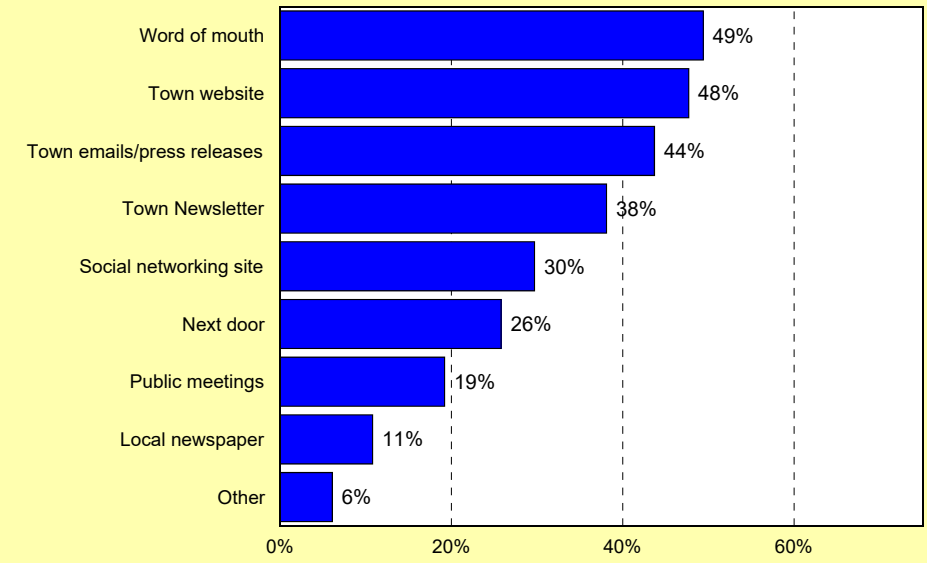
by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)



Source: ETC Institute (2018)

Q21. Which of the following are your primary sources of information about Town's issues, services, and events?

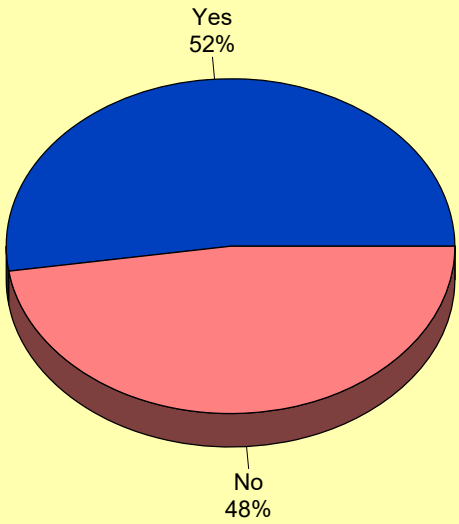
by percentage of respondents (multiple choices could be made)



Source: ETC Institute (2018)

Q22. Would you support a tax rate increase to replace aging infrastructure?

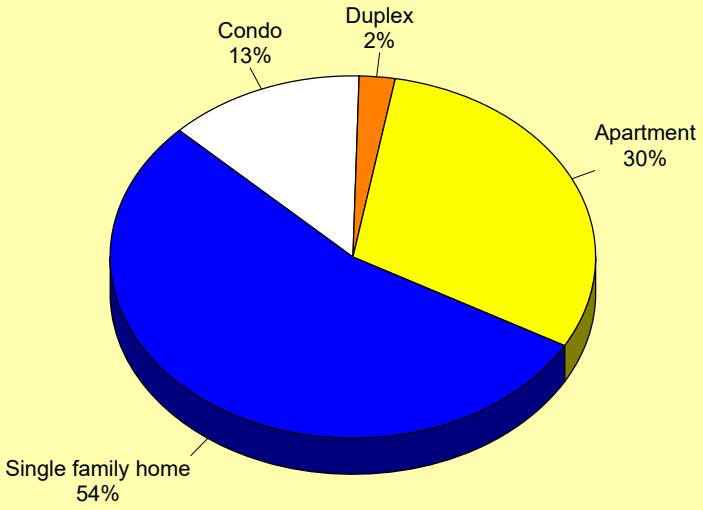
by percentage of respondents (without "not provided")



Source: ETC Institute (2018)

Q23. Which of the following best describes where you reside?

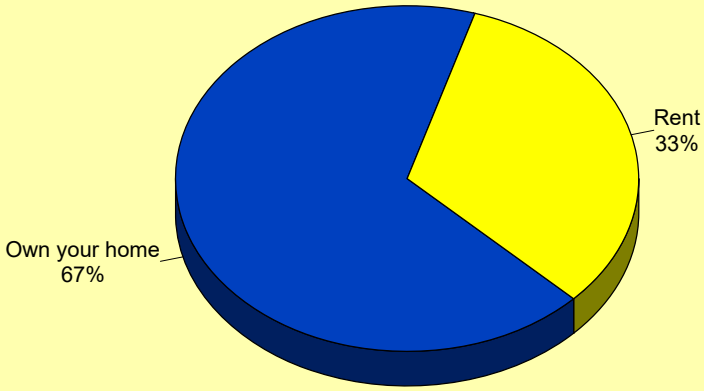
by percentage of respondents (without "not provided")



Source: ETC Institute (2018)

Q24. Which of the following best describes your housing situation?

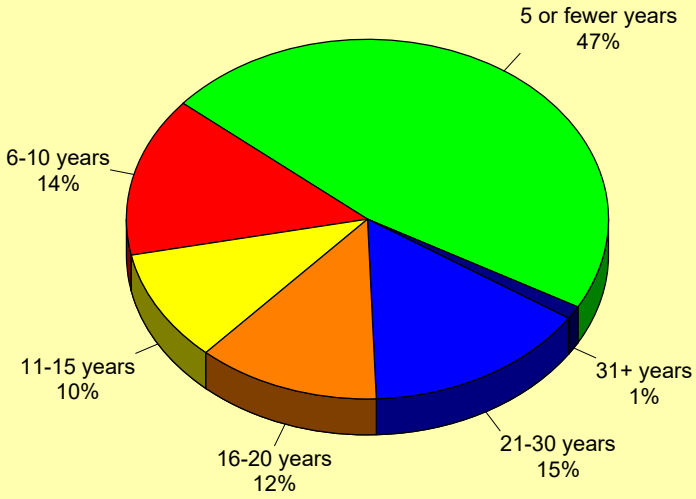
by percentage of respondents (without" not provided")



Source: ETC Institute (2018)

Q25. Demographics: How many years have you lived in Addison?

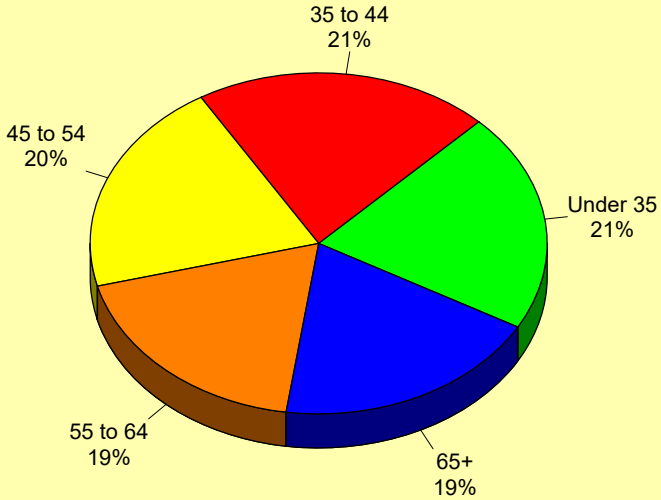
by percentage of respondents (without "not provided")



Source: ETC Institute (2018)

Q26. Demographics: What is your age?

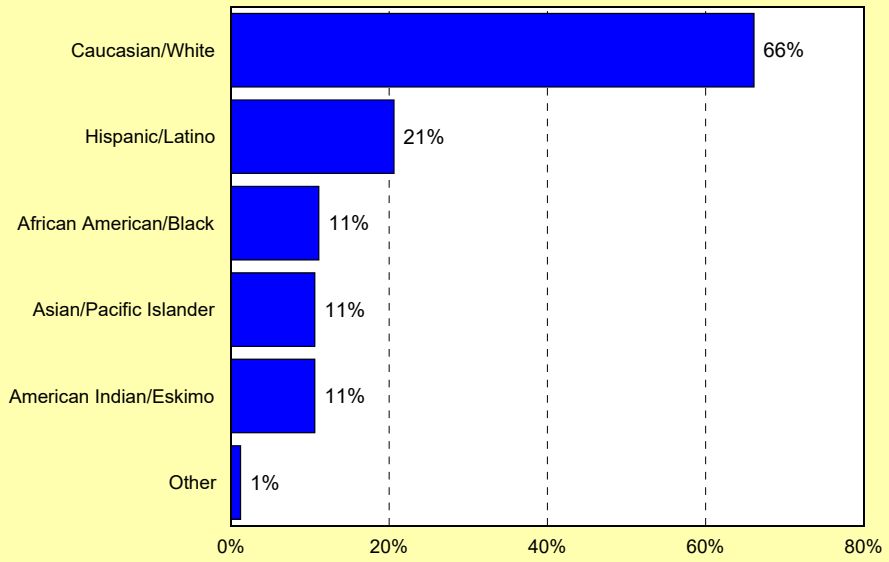
by percentage of respondents (without "not provided")



Source: ETC Institute (2018)

Q27. Demographics: Which of the following best describes your race/ethnicity?

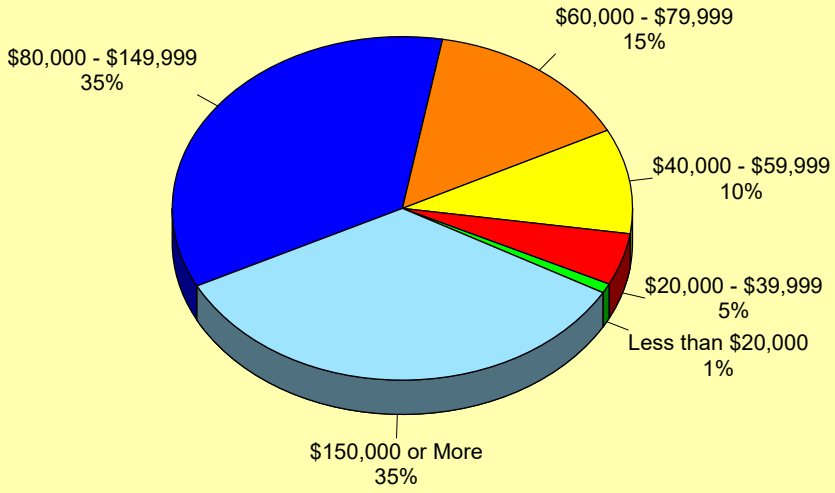
by percentage of respondents (multiple choices could be made)



Source: ETC Institute (2018)

Q28. Demographics: Which of the following best describes your household income?

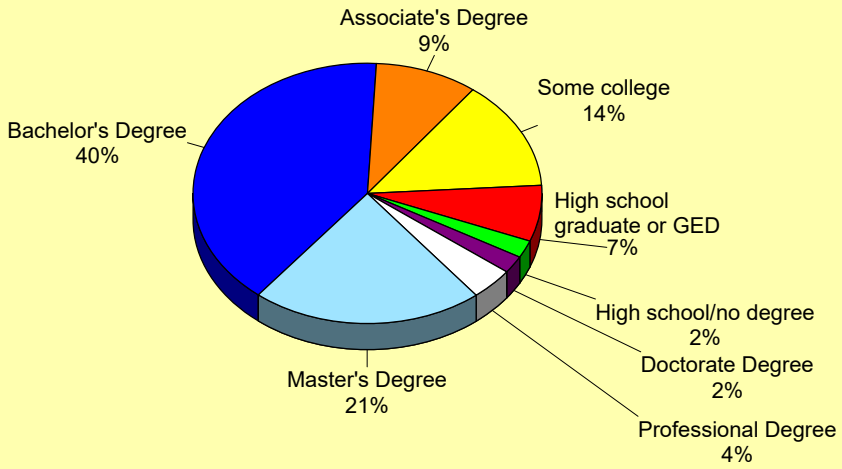
by percentage of respondents (without "not provided")



Source: ETC Institute (2018)

Q29. Demographics: Please indicate your level of education

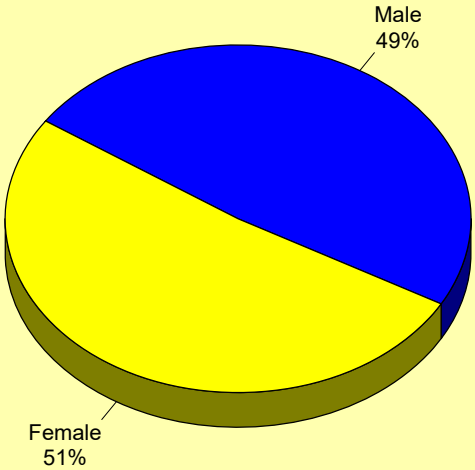
by percentage of respondents (without "not provided")



Source: ETC Institute (2018)

Q30. Demographics: Gender

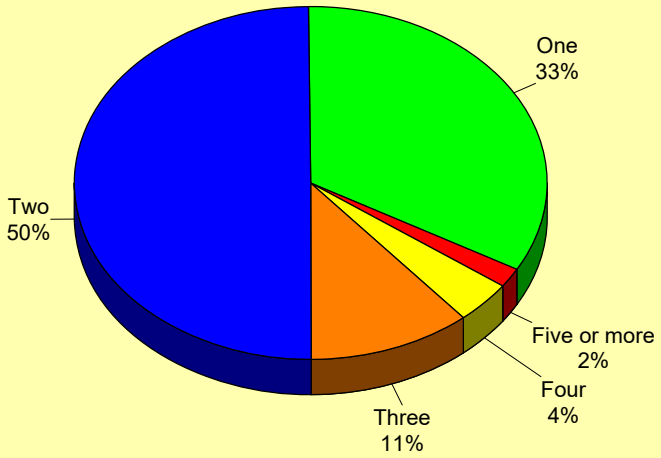
by percentage of respondents (without "not provided")



Source: ETC Institute (2018)

Q31. Demographics: How many people are in your household?

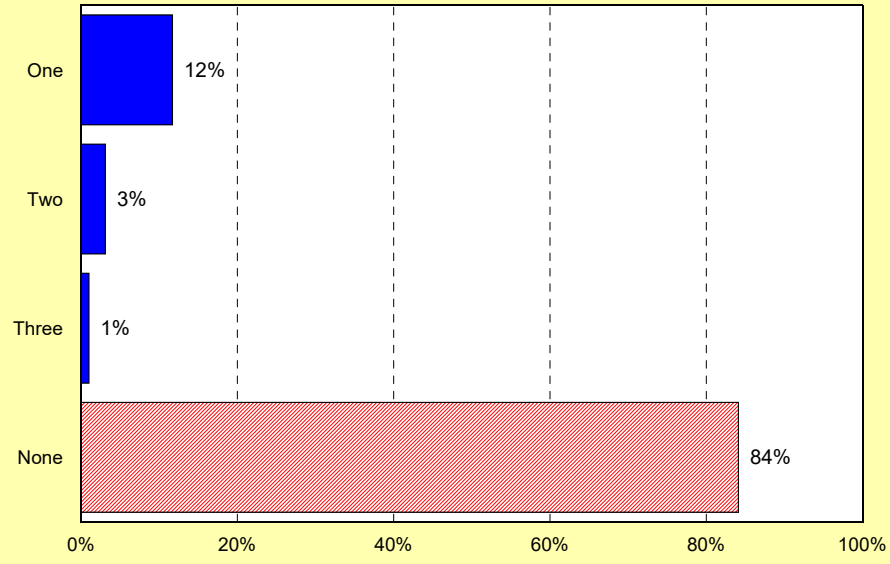
by percentage of respondents (without "not provided")



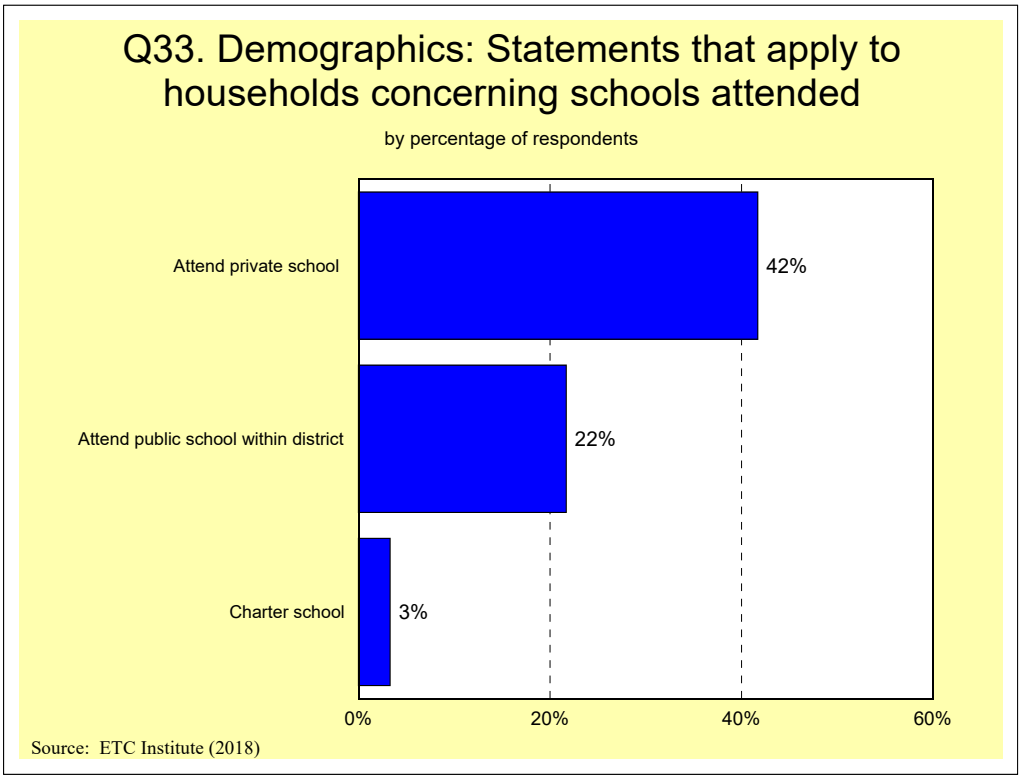
Source: ETC Institute (2018)

Q32. Demographics: How many of the people in your household are under 18?

by percentage of respondents (without "not provided")



Source: ETC Institute (2018)


Q33. Demographics: Statements that apply to households concerning schools attended
by percentage of respondents
Attend private school
42%
Attend public school within district
22%
Charter school
3%
0%
20%
40%
60%
Source: ETC Institute (2018)

Section 2
Benchmarking Analysis

Benchmarking Summary Report
Addison, Texas

Overview

ETC Institute's *DirectionFinder* program was originally developed in 1999 to help community leaders across the United States use statistically valid community survey data as a tool for making better decisions. Since November of 1999, the survey has been administered in more than 230 cities in 43 states. Most participating cities conduct the survey on an annual or biennial basis.

This report contains benchmarking data from two sources: (1) a national survey that was administered by ETC Institute during the summer of 2018 to a random sample of over 4,000 residents living across the United States, and (2) a regional survey administered to 343 residents living in the state of Texas during the summer of 2018.

Interpreting the Charts

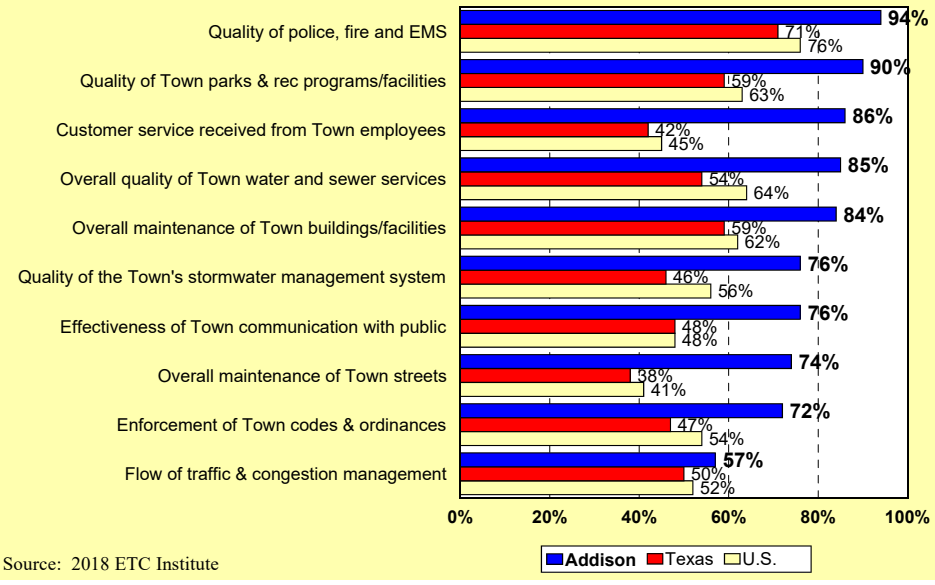
The charts on the following pages show how the overall results for Addison compare to the United States national and regional averages based on the results of the 2018 survey that was administered by ETC Institute to a random sample of over 4,000 residents across the United States, and the regional survey administered to 343 residents living in the state of Texas. The Town of Addison's results are shown in blue, the Texas averages are shown in red, and the national averages are shown in yellow in the charts on the following pages.

National Benchmarks

Note: The benchmarking data contained in this report is protected intellectual property. Any reproduction of the benchmarking information in this report by persons or organizations not directly affiliated with the Town of Addison, Texas is not authorized without written consent from ETC Institute.

Overall Satisfaction with Major Town Services
Addison vs. Texas vs. the U.S.

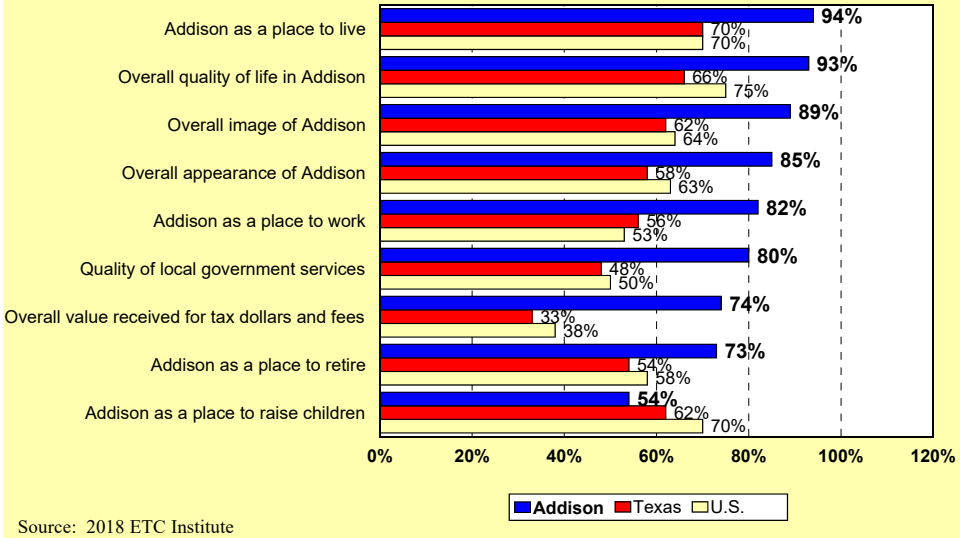
by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Source: 2018 ETC Institute

Satisfaction with Issues that Influence Perceptions of the Town
Addison vs. Texas vs. the U.S.

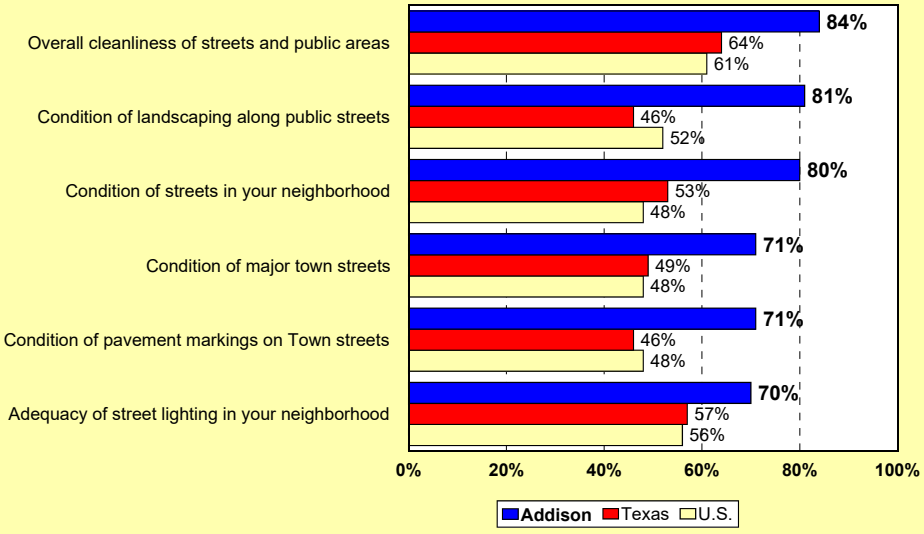
by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Source: 2018 ETC Institute

Satisfaction with Maintenance of the Town
Addison vs. Texas vs. the U.S.

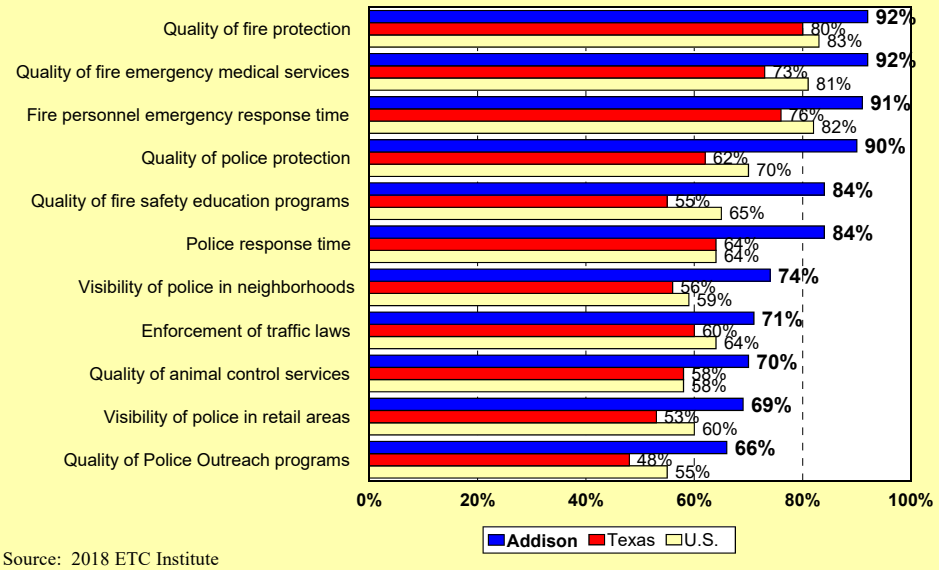
by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Source: 2018 ETC Institute

Satisfaction with Public Safety Services
Addison vs. Texas vs. the U.S.

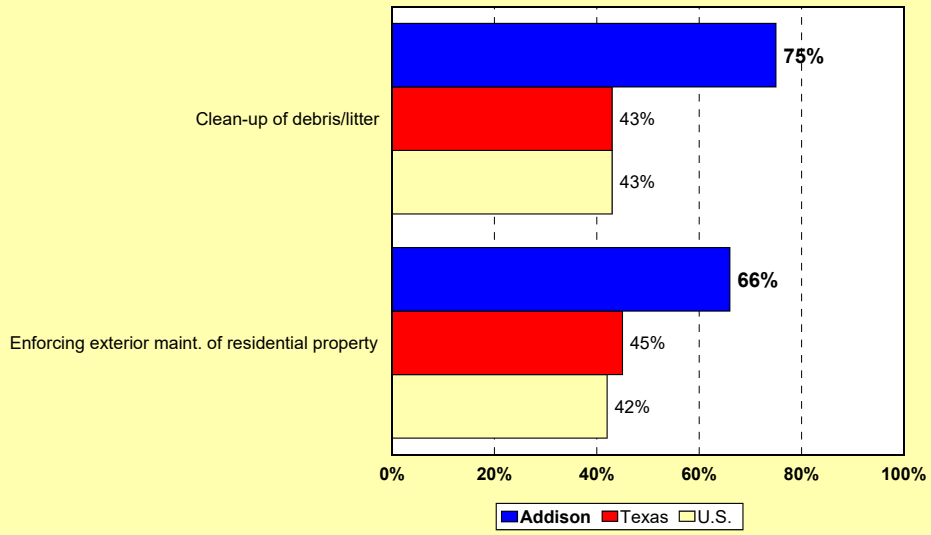
by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



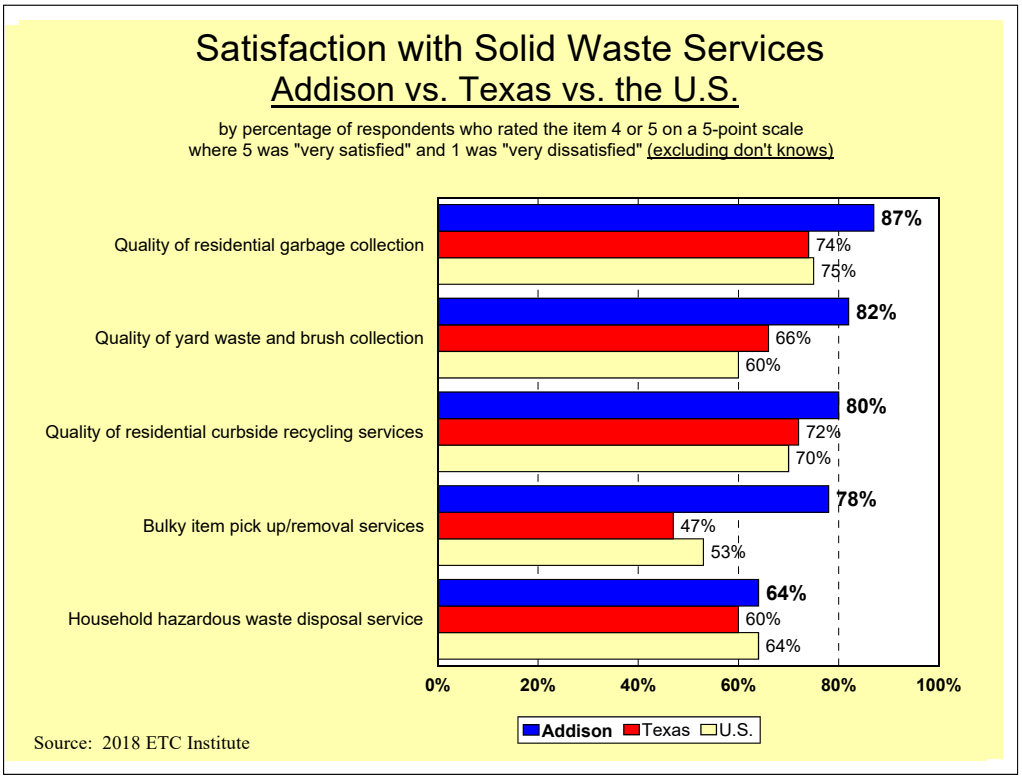
Source: 2018 ETC Institute

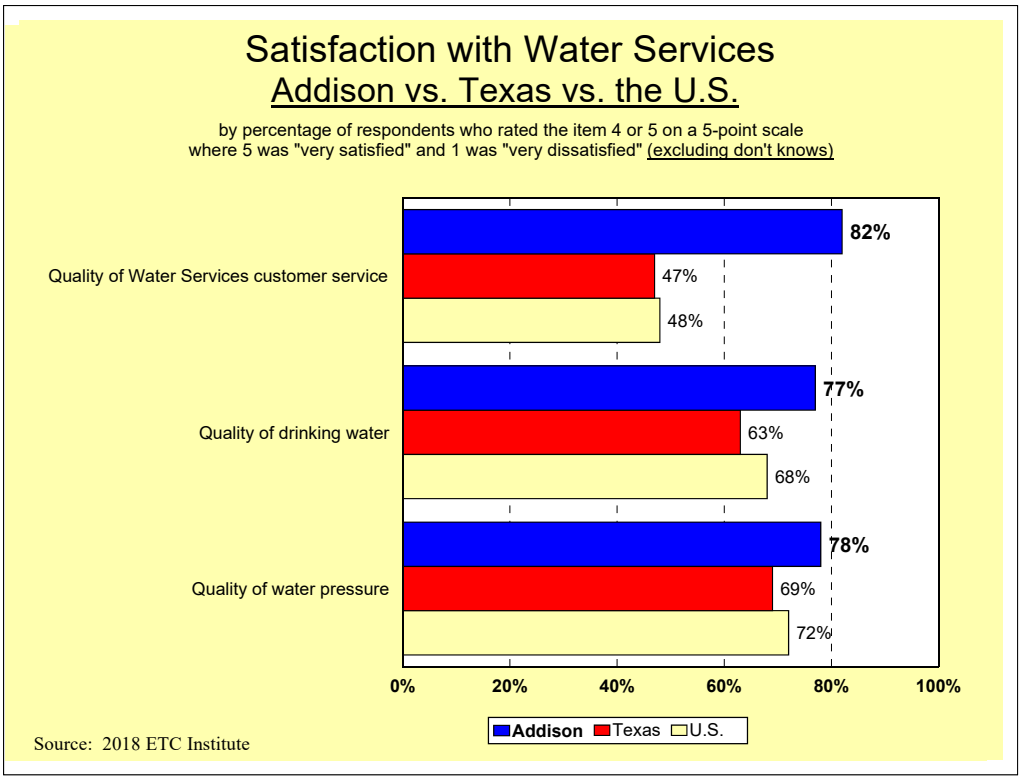
Satisfaction with Code Enforcement
Addison vs. Texas vs. the U.S.

by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



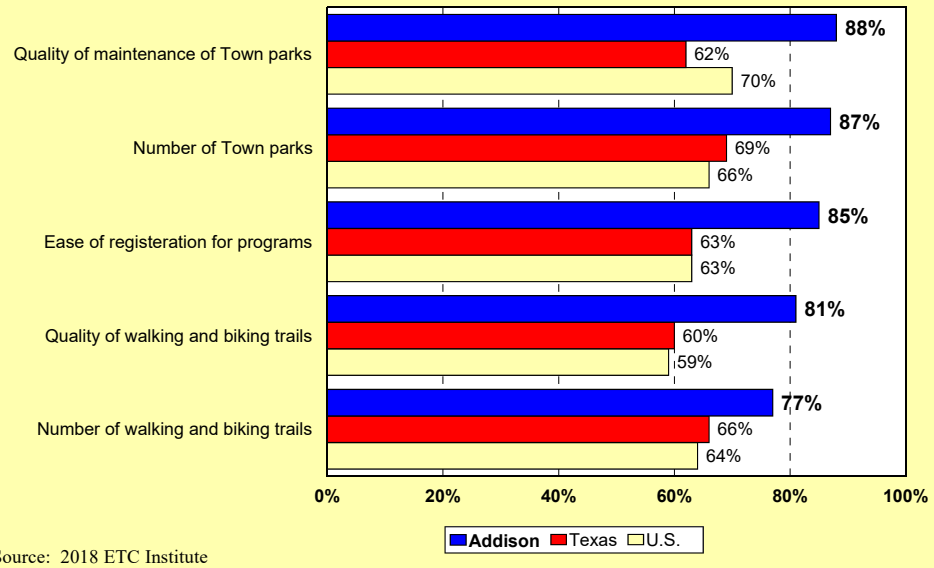
Source: 2018 ETC Institute


Satisfaction with Solid Waste Services
Addison vs. Texas vs. the U.S.
by percentage of respondents who rated the item 4 or 5 on a 5-point scale
where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)
Quality of residential garbage collection
87%
74%
75%
Quality of yard waste and brush collection
82%
66%
60%
Quality of residential curbside recycling services
80%
72%
70%
Bulky item pick up/removal services
78%
47%
53%
Household hazardous waste disposal service
64%
60%
64%
0%
20%
40%
60%
80%
100%
Addison
Texas
U.S.
Source: 2018 ETC Institute


Satisfaction with Water Services
Addison vs. Texas vs. the U.S.
by percentage of respondents who rated the item 4 or 5 on a 5-point scale
where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)
Quality of Water Services customer service
82%
47%
48%
Quality of drinking water
77%
63%
68%
Quality of water pressure
78%
69%
72%
0%
20%
40%
60%
80%
100%
Addison
Texas
U.S.
Source: 2018 ETC Institute

Satisfaction with Parks and Recreation Services
Addison vs. Texas vs. the U.S.

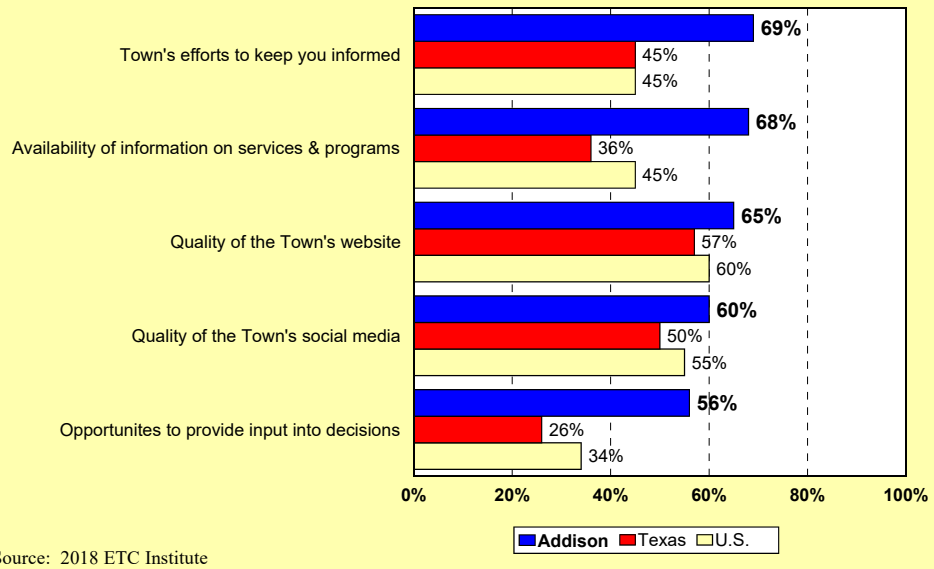
by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Source: 2018 ETC Institute

Satisfaction with Town Communication
Addison vs. Texas vs. the U.S.

by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Source: 2018 ETC Institute

Section 3
Importance-Satisfaction Analysis

Importance-Satisfaction Analysis
Addison, Texas

Overview

Today, community leaders have limited resources which need to be targeted to activities that are of the most benefit to their citizens. Two of the most important criteria for decision making are (1) to target resources toward services of the highest importance to citizens; and (2) to target resources toward those services where citizens are the least satisfied.

The Importance-Satisfaction (IS) rating is a unique tool that allows public officials to better understand both of these highly important decision making criteria for each of the services they are providing. The Importance-Satisfaction rating is based on the concept that communities will maximize overall citizen satisfaction by emphasizing improvements in those service categories where the level of satisfaction is relatively low and the perceived importance of the service is relatively high.

Methodology

The rating is calculated by summing the percentage of responses for items selected as the first, second, third and fourth most important services for the Town to provide. This sum is then multiplied by 1 minus the percentage of respondents that indicated they were positively satisfied with the Town's performance in the related area (the sum of the ratings of 4 and 5 on a 5-point scale excluding "don't knows"). "Don't know" responses are excluded from the calculation to ensure that the satisfaction ratings among service categories are comparable. [IS=Importance x (1-Satisfaction)].

Example of the Calculation. Respondents were asked to identify the major categories of Town services they thought should receive the most emphasis over the next two years. Approximately fifty-three percent (52.7%) selected *the flow of traffic and congestion management* as one of the most important services for the Town to provide.

With regard to satisfaction, 57% of the residents surveyed rated Addison's overall performance of *flow of traffic and congestion management* as a "4" or a "5" on a 5-point scale (where "5" means "very satisfied) excluding "don't know" responses. The I-S rating for *the flow of traffic and congestion management* was calculated by multiplying the sum of the most important percentages by 1 minus the sum of the satisfaction percentages. In this example, 52.7% was multiplied by 43% (1-0.57). This calculation yielded an I-S rating of 0.2266, which was ranked first out of eleven major service categories.

The maximum rating is 1.00 and would be achieved when 100% of the respondents select an item as one of their top three choices to emphasize over the next two years and 0% indicate that they are positively satisfied with the delivery of the service.

The lowest rating is 0.00 and could be achieved under either one of the following two situations:

- if 100% of the respondents were positively satisfied with the delivery of the service
- if none (0%) of the respondents selected the service as one of the three most important areas for the Town to emphasize over the next two years.

Interpreting the Ratings

Ratings that are greater than or equal to 0.20 identify areas that should receive significantly more emphasis over the next two years. Ratings from .10 to .20 identify service areas that should receive increased emphasis. Ratings less than .10 should continue to receive the current level of emphasis.

- *Definitely Increase Emphasis (IS>=0.20)*
- *Increase Current Emphasis (0.10<=IS<0.20)*
- *Maintain Current Emphasis (IS<0.10)*

The results for Addison are provided on the following pages.

Importance-Satisfaction Rating
Town of Addison
Major Categories of City Services

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Very High Priority (IS >.20)						
Flow of traffic & congestion management in town	53%	1	57%	11	0.2266	1
High Priority (IS .10-.20)						
Overall maintenance of Town streets	46%	2	74%	9	0.1183	2
Medium Priority (IS <.10)						
Enforcement of Town codes & ordinances	19%	5	72%	10	0.0524	3
Effectiveness of Town communication with public	19%	6	76%	7	0.0446	4
Quality of Town parks & rec programs/facilities	31%	4	90%	2	0.0314	5
Opportunities for community engagement	12%	9	75%	8	0.0308	6
Quality of the Town's stormwater management system	12%	8	76%	6	0.0295	7
Overall quality of Town water and sewer services	15%	7	85%	4	0.0218	8
Quality of police, fire and EMS	35%	3	94%	1	0.0209	9
Overall maintenance of Town buildings/facilities	10%	10	84%	5	0.0154	10
Quality of customer service received from Town employees	6%	11	86%	3	0.0085	11

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %: The "Most Important" percentage represents the sum of the first, second, and third most important responses for each item. Respondents were asked to identify the items they thought should be the City's top priorities.

Satisfaction %: The "Satisfaction" percentage represents the sum of the ratings "5" and "4" excluding 'don't knows.' Respondents ranked their level of satisfaction with each of the items on a scale of 1 to 5 with "5" being Very Satisfied and "1" being Very Dissatisfied.

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Importance-Satisfaction Rating
Town of Addison
Maintenance

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Very High Priority (IS >.20)						
Traffic flow on major town streets	44%	1	53%	10	0.2068	1
Medium Priority (IS <.10)						
Timing of traffic signals on town streets	23%	3	59%	9	0.0947	2
Condition of major town streets	28%	2	71%	5	0.0806	3
Pedestrian accessibility	21%	4	63%	8	0.0773	4
Adequacy of street lighting in your neighborhood	15%	5	70%	7	0.0435	5
Condition of streets in your neighborhood	11%	7	80%	3	0.0222	6
Condition of pavement markings on Town streets	7%	8	71%	6	0.0212	7
Overall cleanliness of streets and public areas	11%	6	84%	1	0.0178	8
Appearance/condition of medians, public areas	7%	9	77%	4	0.0159	9
Condition of landscaping along public streets	7%	10	81%	2	0.0125	10

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %: The "Most Important" percentage represents the sum of the first and second most important responses for each item. Respondents were asked to identify the items they thought should be the City's top priorities.

Satisfaction %: The "Satisfaction" percentage represents the sum of the ratings "5" and "4" excluding 'don't knows.' Respondents ranked their level of satisfaction with each of the items on a scale of 1 to 5 with "5" being Very Satisfied and "1" being Very Dissatisfied.

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Importance-Satisfaction Rating
Town of Addison
Police, Fire, and Emergency Services

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Medium Priority (IS <.10)						
Visibility of police in neighborhood	29%	1	74%	7	0.0754	1
Visibility of police in retail areas	20%	3	69%	11	0.0623	2
Quality of Police Outreach programs	13%	4	66%	12	0.0428	3
Efforts to communicate w/public via social media	10%	6	61%	13	0.0402	4
Enforcement of traffic laws	13%	5	71%	8	0.0365	5
Quality of police protection	23%	2	90%	4	0.0233	6
Quality of animal control services	8%	9	70%	10	0.0228	7
Police response time	9%	7	84%	6	0.0142	8
Quality of fire safety education programs	7%	10	84%	5	0.0106	9
Quality/accessibility of municipal court services	3%	13	71%	9	0.0078	10
Quality of fire protection	8%	8	92%	1	0.0065	11
Quality of fire emergency medical services	4%	11	92%	2	0.0031	12
Fire personnel emergency response time	3%	12	91%	3	0.0027	13

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %: The "Most Important" percentage represents the sum of the first and second most important responses for each item. Respondents were asked to identify the items they thought should be the City's top priorities.

Satisfaction %: The "Satisfaction" percentage represents the sum of the ratings "5" and "4" excluding 'don't knows.' Respondents ranked their level of satisfaction with each of the items on a scale of 1 to 5 with "5" being Very Satisfied and "1" being Very Dissatisfied.

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Section 4
Tabular Data

Q1. Town Services. Please rate your overall satisfaction with each of the following major categories of services provided by Addison using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

(N=407)

	Very satisfied	Satisfied	Neutral	Dissatisfi-ed	Very dissatisfied	Don't know
Q1-1. Overall quality of police, fire, & emergency medical services	63.9%	21.9%	2.9%	2.0%	0.7%	8.6%
Q1-2. Overall quality of town parks & recreation programs & facilities	54.1%	32.9%	6.4%	2.5%	1.2%	2.9%
Q1-3. Overall maintenance of Town streets	33.9%	39.3%	15.5%	7.9%	2.5%	1.0%
Q1-4. Overall maintenance of Town buildings & facilities	38.6%	37.8%	12.0%	2.5%	0.2%	8.8%
Q1-5. Overall quality of Town water & sewer services	46.4%	35.9%	10.1%	2.9%	0.7%	3.9%
Q1-6. Overall enforcement of Town codes & ordinances	28.7%	34.4%	17.7%	4.9%	1.7%	12.5%
Q1-7. Overall quality of customer service you receive from Town employees	45.0%	27.8%	9.1%	2.2%	1.0%	15.0%
Q1-8. Overall effectiveness of Town communication with the public	36.1%	35.6%	15.5%	5.2%	2.2%	5.4%
Q1-9. Overall quality of Town's storm water runoff/storm water management system	29.7%	35.1%	13.5%	6.1%	0.7%	14.7%
Q1-10. Overall flow of traffic & congestion management in Town	17.4%	37.3%	26.0%	12.3%	3.9%	2.9%
Q1-11. Opportunities for community engagement through volunteer programs (e.g. Advocates, Addison Citizens Assisting Police, special events, park projects)	30.5%	28.3%	17.0%	1.7%	1.0%	21.6%

WITHOUT DON'T KNOW

Q1. Town Services. Please rate your overall satisfaction with each of the following major categories of services provided by Addison using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied." (without "don't know")

(N=407)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q1-1. Overall quality of police, fire, & emergency medical services	69.9%	23.9%	3.2%	2.2%	0.8%
Q1-2. Overall quality of town parks & recreation programs & facilities	55.7%	33.9%	6.6%	2.5%	1.3%
Q1-3. Overall maintenance of Town streets	34.2%	39.7%	15.6%	7.9%	2.5%
Q1-4. Overall maintenance of Town buildings & facilities	42.3%	41.5%	13.2%	2.7%	0.3%
Q1-5. Overall quality of Town water & sewer services	48.3%	37.3%	10.5%	3.1%	0.8%
Q1-6. Overall enforcement of Town codes & ordinances	32.9%	39.3%	20.2%	5.6%	2.0%
Q1-7. Overall quality of customer service you receive from Town employees	52.9%	32.7%	10.7%	2.6%	1.2%
Q1-8. Overall effectiveness of Town communication with the public	38.2%	37.7%	16.4%	5.5%	2.3%
Q1-9. Overall quality of Town's storm water runoff/storm water management system	34.9%	41.2%	15.9%	7.2%	0.9%
Q1-10. Overall flow of traffic & congestion management in Town	18.0%	38.5%	26.8%	12.7%	4.1%
Q1-11. Opportunities for community engagement through volunteer programs (e.g. Advocates, Addison Citizens Assisting Police, special events, park projects)	38.9%	36.1%	21.6%	2.2%	1.3%

Q2. Which THREE of the items listed in Question 1 do you think should receive the MOST EMPHASIS from Town leaders over the next TWO years?

Q2. Top choice	Number	Percent
Overall quality of police, fire, & emergency medical services	84	20.6 %
Overall quality of town parks & recreation programs & facilities	44	10.8 %
Overall maintenance of Town streets	67	16.5 %
Overall maintenance of Town buildings & facilities	11	2.7 %
Overall quality of Town water & sewer services	18	4.4 %
Overall enforcement of Town codes & ordinances	21	5.2 %
Overall quality of customer service you receive from Town employees	5	1.2 %
Overall effectiveness of Town communication with the public	20	4.9 %
Overall quality of Town's storm water runoff/storm water management system	8	2.0 %
Overall flow of traffic & congestion management in Town	82	20.1 %
Opportunities for community engagement through volunteer programs (e.g. Advocates, Addison Citizens Assisting Police, special events, park projects)	10	2.5 %
None chosen	37	9.1 %
Total	407	100.0 %

Q2. Which THREE of the items listed in Question 1 do you think should receive the MOST EMPHASIS from Town leaders over the next TWO years?

Q2. 2nd choice	Number	Percent
Overall quality of police, fire, & emergency medical services	26	6.4 %
Overall quality of town parks & recreation programs & facilities	51	12.5 %
Overall maintenance of Town streets	69	17.0 %
Overall maintenance of Town buildings & facilities	11	2.7 %
Overall quality of Town water & sewer services	22	5.4 %
Overall enforcement of Town codes & ordinances	22	5.4 %
Overall quality of customer service you receive from Town employees	11	2.7 %
Overall effectiveness of Town communication with the public	21	5.2 %
Overall quality of Town's storm water runoff/storm water management system	22	5.4 %
Overall flow of traffic & congestion management in Town	82	20.1 %
Opportunities for community engagement through volunteer programs (e.g. Advocates, Addison Citizens Assisting Police, special events, park projects)	14	3.4 %
None chosen	56	13.8 %
Total	407	100.0 %

Q2. Which THREE of the items listed in Question 1 do you think should receive the MOST EMPHASIS from Town leaders over the next TWO years?

Q2. 3rd choice	Number	Percent
Overall quality of police, fire, & emergency medical services	32	7.9 %
Overall quality of town parks & recreation programs & facilities	33	8.1 %
Overall maintenance of Town streets	49	12.0 %
Overall maintenance of Town buildings & facilities	17	4.2 %
Overall quality of Town water & sewer services	19	4.7 %
Overall enforcement of Town codes & ordinances	33	8.1 %
Overall quality of customer service you receive from Town employees	9	2.2 %
Overall effectiveness of Town communication with the public	35	8.6 %
Overall quality of Town's storm water runoff/storm water management system	20	4.9 %
Overall flow of traffic & congestion management in Town	51	12.5 %
Opportunities for community engagement through volunteer programs (e.g. Advocates, Addison Citizens Assisting Police, special events, park projects)	26	6.4 %
None chosen	83	20.4 %
Total	407	100.0 %

SUM OF TOP 3 CHOICES

Q2. Which THREE of the items listed in Question 1 do you think should receive the MOST EMPHASIS from Town leaders over the next TWO years? (top 3)

Q2. Sum of Top 3 Choices	Number	Percent
Overall quality of police, fire, & emergency medical services	142	34.9 %
Overall quality of town parks & recreation programs & facilities	128	31.4 %
Overall maintenance of Town streets	185	45.5 %
Overall maintenance of Town buildings & facilities	39	9.6 %
Overall quality of Town water & sewer services	59	14.5 %
Overall enforcement of Town codes & ordinances	76	18.7 %
Overall quality of customer service you receive from Town employees	25	6.1 %
Overall effectiveness of Town communication with the public	76	18.7 %
Overall quality of Town's storm water runoff/storm water management system	50	12.3 %
Overall flow of traffic & congestion management in Town	215	52.8 %
Opportunities for community engagement through volunteer programs (e.g. Advocates, Addison Citizens Assisting Police, special events, park projects)	50	12.3 %
None chosen	37	9.1 %
Total	1082	

Q3. Perceptions. Please rate your satisfaction with each of the following items that may influence your perception of Addison using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

(N=407)

	Very satisfied	Satisfied	Neutral	Dissatisfi-ed	Very dissatisfied	Don't know
Q3-1. Addison as a place to live	64.1%	29.0%	4.4%	0.7%	0.2%	1.5%
Q3-2. Addison as a place to raise children	18.9%	20.4%	27.5%	5.9%	1.2%	26.0%
Q3-3. Addison as a place to work	40.0%	23.6%	13.5%	0.2%	0.2%	22.4%
Q3-4. Addison as a place to retire	35.6%	24.6%	16.2%	4.4%	2.2%	17.0%
Q3-5. Overall image of Addison	52.6%	35.9%	7.1%	2.9%	0.2%	1.2%
Q3-6. Overall quality of life in Addison	52.1%	39.8%	5.7%	0.7%	0.2%	1.5%
Q3-7. Overall quality of local government services	35.9%	37.8%	13.8%	2.5%	1.2%	8.8%
Q3-8. Addison as an entertainment destination	42.3%	35.4%	14.3%	3.2%	0.5%	4.4%
Q3-9. Overall quality of event programming (e.g. Taste Addison, Kaboom Town, Oktoberfest)	52.6%	29.5%	8.8%	2.5%	0.7%	5.9%
Q3-10. Overall appearance of Addison	44.0%	39.3%	9.3%	4.4%	0.5%	2.5%
Q3-11. Overall value you receive for your local tax & fees	28.7%	39.8%	15.2%	5.2%	2.9%	8.1%
Q3-12. Overall trust level in Town staff to wisely use Town resources	21.6%	34.4%	20.6%	7.1%	5.7%	10.6%
Q3-13. Overall level of satisfaction of Town's stewardship of financial resources	19.7%	31.4%	22.1%	5.9%	4.9%	16.0%

WITHOUT DON'T KNOW

Q3. Perceptions. Please rate your satisfaction with each of the following items that may influence your perception of Addison using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied." (without "don't know")

(N=407)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q3-1. Addison as a place to live	65.1%	29.4%	4.5%	0.7%	0.2%
Q3-2. Addison as a place to raise children	25.6%	27.6%	37.2%	8.0%	1.7%
Q3-3. Addison as a place to work	51.6%	30.4%	17.4%	0.3%	0.3%
Q3-4. Addison as a place to retire	42.9%	29.6%	19.5%	5.3%	2.7%
Q3-5. Overall image of Addison	53.2%	36.3%	7.2%	3.0%	0.2%
Q3-6. Overall quality of life in Addison	52.9%	40.4%	5.7%	0.7%	0.2%
Q3-7. Overall quality of local government services	39.4%	41.5%	15.1%	2.7%	1.3%
Q3-8. Addison as an entertainment destination	44.2%	37.0%	14.9%	3.3%	0.5%
Q3-9. Overall quality of event programming (e.g. Taste Addison, Kaboom Town, Oktoberfest)	55.9%	31.3%	9.4%	2.6%	0.8%
Q3-10. Overall appearance of Addison	45.1%	40.3%	9.6%	4.5%	0.5%
Q3-11. Overall value you receive for your local tax & fees	31.3%	43.3%	16.6%	5.6%	3.2%
Q3-12. Overall trust level in Town staff to wisely use Town resources	24.2%	38.5%	23.1%	8.0%	6.3%
Q3-13. Overall level of satisfaction of Town's stewardship of financial resources	23.4%	37.4%	26.3%	7.0%	5.8%

Q4. Infrastructure. Please rate your satisfaction with the following services provided by the Town using a scale of 1 to 5, where 5 means "Very Satisfied and 1 means "Very Dissatisfied."

(N=407)

	Very satisfied	Satisfied	Neutral	Dissatisfi-ed	Very dissatisfied	Don't know
Q4-1. Condition of major Town streets	22.1%	48.6%	15.5%	9.6%	2.9%	1.2%
Q4-2. Condition of streets in your neighborhood	31.9%	46.2%	11.8%	6.4%	1.5%	2.2%
Q4-3. Timing of traffic signals on Town streets	16.5%	41.3%	19.4%	16.0%	5.2%	1.7%
Q4-4. Traffic flow on major Town streets	13.5%	38.6%	22.4%	19.7%	4.2%	1.7%
Q4-5. Pedestrian accessibility (number/ availability of sidewalks)	19.4%	40.8%	17.9%	10.8%	6.9%	4.2%
Q4-6. Appearance & condition of medians, right-of-ways, & public areas	25.6%	49.1%	14.0%	6.9%	1.7%	2.7%
Q4-7. Adequacy of street lighting in your neighborhood	28.5%	40.8%	13.8%	11.5%	3.9%	1.5%
Q4-8. Condition of pavement markings on Town streets	25.8%	42.3%	18.9%	6.1%	2.0%	4.9%
Q4-9. Overall cleanliness of streets & public areas	33.9%	49.4%	11.1%	2.5%	1.7%	1.5%
Q4-10. Condition of landscaping along public streets	33.9%	45.2%	12.0%	5.2%	1.5%	2.2%

WITHOUT DON'T KNOW

Q4. Infrastructure. Please rate your satisfaction with the following services provided by the Town using a scale of 1 to 5, where 5 means "Very Satisfied and 1 means "Very Dissatisfied." (without "don't know")

(N=407)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q4-1. Condition of major Town streets	22.4%	49.3%	15.7%	9.7%	3.0%
Q4-2. Condition of streets in your neighborhood	32.7%	47.2%	12.1%	6.5%	1.5%
Q4-3. Timing of traffic signals on Town streets	16.8%	42.0%	19.8%	16.3%	5.3%
Q4-4. Traffic flow on major Town streets	13.8%	39.3%	22.8%	20.0%	4.3%
Q4-5. Pedestrian accessibility (number/ availability of sidewalks)	20.3%	42.6%	18.7%	11.3%	7.2%
Q4-6. Appearance & condition of medians, right-of-ways, & public areas	26.3%	50.5%	14.4%	7.1%	1.8%
Q4-7. Adequacy of street lighting in your neighborhood	28.9%	41.4%	14.0%	11.7%	4.0%
Q4-8. Condition of pavement markings on Town streets	27.1%	44.4%	19.9%	6.5%	2.1%
Q4-9. Overall cleanliness of streets & public areas	34.4%	50.1%	11.2%	2.5%	1.7%
Q4-10. Condition of landscaping along public streets	34.7%	46.2%	12.3%	5.3%	1.5%

Q5. Which TWO of the items listed in Question 4 do you think should receive the MOST EMPHASIS from Town leaders over the next TWO years?

Q5. Top choice	Number	Percent
Condition of major Town streets	83	20.4 %
Condition of streets in your neighborhood	19	4.7 %
Timing of traffic signals on Town streets	55	13.5 %
Traffic flow on major Town streets	89	21.9 %
Pedestrian accessibility (number/availability of sidewalks)	46	11.3 %
Appearance & condition of medians, right-of-ways, & public areas	10	2.5 %
Adequacy of street lighting in your neighborhood	27	6.6 %
Condition of pavement markings on Town streets	12	2.9 %
Overall cleanliness of streets & public areas	17	4.2 %
Condition of landscaping along public streets	7	1.7 %
None chosen	42	10.3 %
Total	407	100.0 %

Q5. Which TWO of the items listed in Question 4 do you think should receive the MOST EMPHASIS from Town leaders over the next TWO years?

Q5. 2nd choice	Number	Percent
Condition of major Town streets	30	7.4 %
Condition of streets in your neighborhood	26	6.4 %
Timing of traffic signals on Town streets	39	9.6 %
Traffic flow on major Town streets	90	22.1 %
Pedestrian accessibility (number/availability of sidewalks)	39	9.6 %
Appearance & condition of medians, right-of-ways, & public areas	18	4.4 %
Adequacy of street lighting in your neighborhood	32	7.9 %
Condition of pavement markings on Town streets	18	4.4 %
Overall cleanliness of streets & public areas	28	6.9 %
Condition of landscaping along public streets	20	4.9 %
None chosen	67	16.5 %
Total	407	100.0 %

SUM OF TOP 2 CHOICES

Q5. Which TWO of the items listed in Question 4 do you think should receive the MOST EMPHASIS from Town leaders over the next TWO years? (top 2)

Q5. Sum of Top 2 Choices	Number	Percent
Condition of major Town streets	113	27.8 %
Condition of streets in your neighborhood	45	11.1 %
Timing of traffic signals on Town streets	94	23.1 %
Traffic flow on major Town streets	179	44.0 %
Pedestrian accessibility (number/availability of sidewalks)	85	20.9 %
Appearance & condition of medians, right-of-ways, & public areas	28	6.9 %
Adequacy of street lighting in your neighborhood	59	14.5 %
Condition of pavement markings on Town streets	30	7.4 %
Overall cleanliness of streets & public areas	45	11.1 %
Condition of landscaping along public streets	27	6.6 %
None chosen	42	10.3 %
Total	747	

Q6. Feeling of Safety. Using a scale of 1 to 5, where 5 means "Very Safe" and 1 means "Very Unsafe," please rate how safe you feel in the following situations.

(N=407)

	Very safe	Safe	Neutral	Unsafe	Very unsafe	Don't know
Q6-1. In your neighborhood during the day	66.6%	27.3%	3.4%	1.0%	0.2%	1.5%
Q6-2. In your neighborhood at night	34.9%	46.7%	10.6%	4.7%	1.2%	2.0%
Q6-3. In Town's parks, trails, & recreational areas	29.2%	45.5%	15.2%	4.2%	1.0%	4.9%
Q6-4. In commercial & retail areas	31.7%	49.9%	13.5%	1.7%	0.7%	2.5%
Q6-5. Overall feeling of safety in Town	40.5%	49.9%	5.7%	1.5%	0.7%	1.7%
Q6-6. Traveling by bicycle in Addison	10.6%	16.5%	17.4%	10.3%	5.9%	39.3%
Q6-7. Dining after dark	31.9%	46.4%	12.8%	2.9%	0.5%	5.4%

WITHOUT DON'T KNOW

Q6. Feeling of Safety. Using a scale of 1 to 5, where 5 means "Very Safe" and 1 means "Very Unsafe," please rate how safe you feel in the following situations. (without "don't know")

(N=407)

	Very safe	Safe	Neutral	Unsafe	Very unsafe
Q6-1. In your neighborhood during the day	67.6%	27.7%	3.5%	1.0%	0.2%
Q6-2. In your neighborhood at night	35.6%	47.6%	10.8%	4.8%	1.3%
Q6-3. In Town's parks, trails, & recreational areas	30.7%	47.8%	16.0%	4.4%	1.0%
Q6-4. In commercial & retail areas	32.5%	51.1%	13.9%	1.8%	0.8%
Q6-5. Overall feeling of safety in Town	41.3%	50.8%	5.8%	1.5%	0.8%
Q6-6. Traveling by bicycle in Addison	17.4%	27.1%	28.7%	17.0%	9.7%
Q6-7. Dining after dark	33.8%	49.1%	13.5%	3.1%	0.5%

Q7. Police, Fire, and Emergency Services. Please rate your satisfaction with the following public safety services provided by the Town of Addison using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

(N=407)

	Very satisfied	Satisfied	Neutral	Dissatisfi-ed	Very dissatisfied	Don't know
Q7-1. Quality of police protection	50.1%	35.4%	6.1%	1.7%	1.5%	5.2%
Q7-2. Visibility of police in neighborhoods	35.4%	36.6%	17.2%	6.4%	1.7%	2.7%
Q7-3. Visibility of police in retail areas	24.8%	38.6%	24.6%	3.4%	1.2%	7.4%
Q7-4. Police response time	38.3%	21.6%	8.4%	2.0%	1.2%	28.5%
Q7-5. Efforts to communicate with the public via social media	17.4%	24.6%	23.1%	2.7%	1.2%	31.0%
Q7-6. Quality of police community outreach programs (e.g. women's self-defense, seminars, Santa's Heroes)	18.7%	20.9%	16.0%	3.4%	1.2%	39.8%
Q7-7. Enforcement of traffic laws	25.1%	38.1%	17.9%	5.7%	2.2%	11.1%
Q7-8. Quality of animal control services	21.1%	31.2%	17.2%	2.9%	2.5%	25.1%
Q7-9. Quality & accessibility of municipal court services (e.g. traffic, collections, fines)	16.0%	24.1%	14.5%	1.5%	0.5%	43.5%
Q7-10. Quality of fire protection	49.9%	27.0%	6.9%	0.0%	0.0%	16.2%
Q7-11. Quality of fire emergency medical services	48.6%	22.1%	6.4%	0.0%	0.0%	22.9%
Q7-12. Fire personnel emergency response time	44.5%	18.4%	5.9%	0.2%	0.0%	31.0%
Q7-13. Quality of fire community outreach programs (e.g. CPR class, smoke alarm battery change, annual open house)	37.1%	21.6%	9.1%	1.5%	0.5%	30.2%

WITHOUT DON'T KNOW

Q7. Police, Fire, and Emergency Services. Please rate your satisfaction with the following public safety services provided by the Town of Addison using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied." (without "don't know")

(N=407)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q7-1. Quality of police protection	52.8%	37.3%	6.5%	1.8%	1.6%
Q7-2. Visibility of police in neighborhoods	36.4%	37.6%	17.7%	6.6%	1.8%
Q7-3. Visibility of police in retail areas	26.8%	41.6%	26.5%	3.7%	1.3%
Q7-4. Police response time	53.6%	30.2%	11.7%	2.7%	1.7%
Q7-5. Efforts to communicate with the public via social media	25.3%	35.6%	33.5%	3.9%	1.8%
Q7-6. Quality of police community outreach programs (e.g. women's self-defense, seminars, Santa's Heroes)	31.0%	34.7%	26.5%	5.7%	2.0%
Q7-7. Enforcement of traffic laws	28.2%	42.8%	20.2%	6.4%	2.5%
Q7-8. Quality of animal control services	28.2%	41.6%	23.0%	3.9%	3.3%
Q7-9. Quality & accessibility of municipal court services (e.g. traffic, collections, fines)	28.3%	42.6%	25.7%	2.6%	0.9%
Q7-10. Quality of fire protection	59.5%	32.3%	8.2%	0.0%	0.0%
Q7-11. Quality of fire emergency medical services	63.1%	28.7%	8.3%	0.0%	0.0%
Q7-12. Fire personnel emergency response time	64.4%	26.7%	8.5%	0.4%	0.0%
Q7-13. Quality of fire community outreach programs (e.g. CPR class, smoke alarm battery change, annual open house)	53.2%	31.0%	13.0%	2.1%	0.7%

Q8. Which TWO of the items listed in Question 7 do you think should receive the MOST EMPHASIS from Town leaders over the next TWO years?

Q8. Top choice	Number	Percent
Quality of police protection	75	18.4 %
Visibility of police in neighborhoods	69	17.0 %
Visibility of police in retail areas	33	8.1 %
Police response time	19	4.7 %
Efforts to communicate with the public via social media	22	5.4 %
Quality of police community outreach programs (e.g. women's self-defense, seminars, Santa's Heroes)	23	5.7 %
Enforcement of traffic laws	32	7.9 %
Quality of animal control services	12	2.9 %
Quality & accessibility of municipal court services (e.g. traffic, collections, fines)	7	1.7 %
Quality of fire protection	6	1.5 %
Quality of fire emergency medical services	5	1.2 %
Fire personnel emergency response time	2	0.5 %
Quality of fire community outreach programs (e.g. CPR class, smoke alarm battery change, annual open house)	11	2.7 %
None chosen	91	22.4 %
Total	407	100.0 %

Q8. Which TWO of the items listed in Question 7 do you think should receive the MOST EMPHASIS from Town leaders over the next TWO years?

Q8. 2nd choice	Number	Percent
Quality of police protection	20	4.9 %
Visibility of police in neighborhoods	49	12.0 %
Visibility of police in retail areas	49	12.0 %
Police response time	17	4.2 %
Efforts to communicate with the public via social media	20	4.9 %
Quality of police community outreach programs (e.g. women's self-defense, seminars, Santa's Heroes)	28	6.9 %
Enforcement of traffic laws	19	4.7 %
Quality of animal control services	19	4.7 %
Quality & accessibility of municipal court services (e.g. traffic, collections, fines)	4	1.0 %
Quality of fire protection	27	6.6 %
Quality of fire emergency medical services	11	2.7 %
Fire personnel emergency response time	10	2.5 %
Quality of fire community outreach programs (e.g. CPR class, smoke alarm battery change, annual open house)	16	3.9 %
None chosen	118	29.0 %
Total	407	100.0 %

SUM OF TOP 2 CHOICES

Q8. Which TWO of the items listed in Question 7 do you think should receive the MOST EMPHASIS from Town leaders over the next TWO years? (top 2)

Q8. Sum of Top 2 Choices	Number	Percent
Quality of police protection	95	23.3 %
Visibility of police in neighborhoods	118	29.0 %
Visibility of police in retail areas	82	20.1 %
Police response time	36	8.8 %
Efforts to communicate with the public via social media	42	10.3 %
Quality of police community outreach programs (e.g. women's self-defense, seminars, Santa's Heroes)	51	12.5 %
Enforcement of traffic laws	51	12.5 %
Quality of animal control services	31	7.6 %
Quality & accessibility of municipal court services (e.g. traffic, collections, fines)	11	2.7 %
Quality of fire protection	33	8.1 %
Quality of fire emergency medical services	16	3.9 %
Fire personnel emergency response time	12	2.9 %
Quality of fire community outreach programs (e.g. CPR class, smoke alarm battery change, annual open house)	27	6.6 %
None chosen	91	22.4 %
Total	696	

Q9. Code Enforcement. Please rate your satisfaction using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," with the following.

(N=407)

	Very satisfied	Satisfied	Neutral	Dissatisfi-ed	Very dissatisfied	Don't know
Q9-1. Overall responsiveness of Town code enforcement staff	18.7%	24.8%	16.0%	2.5%	1.5%	36.6%
Q9-2. Town effort to enforce code violations	15.5%	21.6%	18.4%	5.4%	2.0%	37.1%
Q9-3. Clean-up of debris/litter	31.2%	40.0%	14.5%	8.1%	1.7%	4.4%
Q9-4. Efforts to enforce exterior maintenance & upkeep of residential property	22.9%	32.2%	17.9%	8.4%	2.0%	16.7%
Q9-5. Cleanliness in your neighborhood	38.8%	39.3%	12.5%	5.9%	0.7%	2.7%

WITHOUT DON'T KNOW

Q9. Code Enforcement. Please rate your satisfaction using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," with the following. (without "don't know")

(N=407)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q9-1. Overall responsiveness of Town code enforcement staff	29.5%	39.1%	25.2%	3.9%	2.3%
Q9-2. Town effort to enforce code violations	24.6%	34.4%	29.3%	8.6%	3.1%
Q9-3. Clean-up of debris/litter	32.6%	41.9%	15.2%	8.5%	1.8%
Q9-4. Efforts to enforce exterior maintenance & upkeep of residential property	27.4%	38.6%	21.5%	10.0%	2.4%
Q9-5. Cleanliness in your neighborhood	39.9%	40.4%	12.9%	6.1%	0.8%

Q10. Economic Development. Please rate your satisfaction using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," with the following.

(N=407)

	Very satisfied	Satisfied	Neutral	Dissatisfi-ed	Very dissatisfied	Don't know
Q10-1. Variety of housing options	19.9%	37.8%	19.2%	12.0%	3.4%	7.6%
Q10-2. Public places where people want to spend time	33.9%	45.7%	13.0%	2.9%	0.7%	3.7%
Q10-3. Availability of employment opportunities	15.0%	22.9%	18.7%	2.5%	1.5%	39.6%
Q10-4. Availability of shopping options	28.3%	44.5%	15.2%	8.6%	1.5%	2.0%
Q10-5. Availability of dining options	60.9%	30.7%	3.9%	2.5%	0.0%	2.0%
Q10-6. Availability of entertainment options	42.3%	37.1%	13.0%	2.9%	0.7%	3.9%
Q10-7. Availability of lodging options	37.6%	36.1%	13.0%	1.0%	0.2%	12.0%
Q10-8. Overall quality of business & service establishments in Addison	35.1%	47.4%	11.1%	1.0%	0.0%	5.4%
Q10-9. Overall quality of new residential development	20.4%	26.3%	21.9%	7.9%	7.6%	16.0%
Q10-10. Overall quality of new commercial development	21.1%	32.4%	23.8%	4.7%	2.0%	16.0%

WITHOUT DON'T KNOW

Q10. Economic Development. Please rate your satisfaction using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," with the following. (without "don't know")

(N=407)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q10-1. Variety of housing options	21.5%	41.0%	20.7%	13.0%	3.7%
Q10-2. Public places where people want to spend time	35.2%	47.4%	13.5%	3.1%	0.8%
Q10-3. Availability of employment opportunities	24.8%	37.8%	30.9%	4.1%	2.4%
Q10-4. Availability of shopping options	28.8%	45.4%	15.5%	8.8%	1.5%
Q10-5. Availability of dining options	62.2%	31.3%	4.0%	2.5%	0.0%
Q10-6. Availability of entertainment options	44.0%	38.6%	13.6%	3.1%	0.8%
Q10-7. Availability of lodging options	42.7%	41.1%	14.8%	1.1%	0.3%
Q10-8. Overall quality of business & service establishments in Addison	37.1%	50.1%	11.7%	1.0%	0.0%
Q10-9. Overall quality of new residential development	24.3%	31.3%	26.0%	9.4%	9.1%
Q10-10. Overall quality of new commercial development	25.1%	38.6%	28.4%	5.6%	2.3%

Q11. Solid Waste Services. Please rate your satisfaction using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," with the following.

(N=407)

	Very satisfied	Satisfied	Neutral	Dissatisfi-ed	Very dissatisfied	Don't know
Q11-1. Quality of residential garbage collection	43.0%	34.9%	7.6%	2.7%	1.7%	10.1%
Q11-2. Quality of residential curbside recycling services	36.6%	28.7%	8.8%	5.7%	2.5%	17.7%
Q11-3. Quality of yard waste & brush collection	41.3%	22.4%	12.3%	1.2%	0.7%	22.1%
Q11-4. Bulky item pick up/removal services (e. g. old furniture, appliances)	38.3%	19.2%	12.5%	2.7%	1.7%	25.6%
Q11-5. Household hazardous waste disposal service (e.g. fertilizers, household chemicals, antifreeze)	23.3%	15.2%	17.2%	2.2%	2.2%	39.8%
Q11-6. Electronic waste disposal service (e.g. televisions, computers, fax machines, CD/DVD players)	20.4%	14.3%	17.2%	3.2%	2.5%	42.5%

WITHOUT DON'T KNOW

Q11. Solid Waste Services. Please rate your satisfaction using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," with the following. (without "don't know")

(N=407)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q11-1. Quality of residential garbage collection	47.8%	38.8%	8.5%	3.0%	1.9%
Q11-2. Quality of residential curbside recycling services	44.5%	34.9%	10.7%	6.9%	3.0%
Q11-3. Quality of yard waste & brush collection	53.0%	28.7%	15.8%	1.6%	0.9%
Q11-4. Bulky item pick up/removal services (e. g. old furniture, appliances)	51.5%	25.7%	16.8%	3.6%	2.3%
Q11-5. Household hazardous waste disposal service (e.g. fertilizers, household chemicals, antifreeze)	38.8%	25.3%	28.6%	3.7%	3.7%
Q11-6. Electronic waste disposal service (e.g. televisions, computers, fax machines, CD/DVD players)	35.5%	24.8%	29.9%	5.6%	4.3%

Q12. Is 48 hours an adequate amount of time to notify town staff for bulk pick-up?

Q12. Is 48 hours an adequate amount of time to notify Town staff for bulk pick-up	Number	Percent
Yes	310	76.2 %
No	21	5.2 %
Don't know	76	18.7 %
Total	407	100.0 %

WITHOUT DON'T KNOW

Q12. Is 48 hours an adequate amount of time to notify town staff for bulk pick-up? (without "don't know")

Q12. Is 48 hours an adequate amount of time to notify Town staff for bulk pick-up	Number	Percent
Yes	310	93.7 %
No	21	6.3 %
Total	331	100.0 %

Q13. Would you like an option for a rolling trash bin in addition to your recycling bin?

Q13. Would you like an option for a rolling trash bin in addition to your recycling bin	Number	Percent
Yes	165	40.5 %
No	116	28.5 %
Don't know	126	31.0 %
Total	407	100.0 %

WITHOUT DON'T KNOW

Q13. Would you like an option for a rolling trash bin in addition to your recycling bin? (without "don't know")

Q13. Would you like an option for a rolling trash bin in addition to your recycling bin	Number	Percent
Yes	165	58.7 %
No	116	41.3 %
Total	281	100.0 %

Q14. Water Services. Please rate your satisfaction using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," with the following.

(N=407)

	Very satisfied	Satisfied	Neutral	Dissatisfi-ed	Very dissatisfied	Don't know
Q14-1. Quality of Water Services customer service	31.0%	30.0%	10.1%	2.2%	1.0%	25.8%
Q14-2. Quality of drinking water	36.9%	35.9%	12.3%	7.4%	1.7%	5.9%
Q14-3. Quality of water pressure	36.4%	40.3%	12.5%	6.4%	2.2%	2.2%

WITHOUT DON'T KNOW

Q14. Water Services. Please rate your satisfaction using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," with the following. (without "don't know")

(N=407)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q14-1. Quality of Water Services customer service	41.7%	40.4%	13.6%	3.0%	1.3%
Q14-2. Quality of drinking water	39.2%	38.1%	13.1%	7.8%	1.8%
Q14-3. Quality of water pressure	37.2%	41.2%	12.8%	6.5%	2.3%

Q15. Parks and Recreation. Please rate your satisfaction with each of the following items using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

(N=407)

	Very satisfied	Satisfied	Neutral	Dissatisfi-ed	Very dissatisfied	Don't know
Q15-1. Quality of Town parks	48.6%	40.0%	6.4%	1.7%	0.2%	2.9%
Q15-2. Number of Town parks	44.7%	37.6%	9.1%	2.7%	0.7%	5.2%
Q15-3. Quality of walking & biking trails	43.2%	32.9%	11.8%	4.2%	1.5%	6.4%
Q15-4. Number of walking & biking trails	38.3%	33.2%	11.1%	8.1%	2.0%	7.4%
Q15-5. Quality of maintenance of Town parks	45.9%	37.8%	8.4%	2.9%	0.7%	4.2%
Q15-6. Ease of registration for programs at the athletic club	40.5%	25.8%	9.1%	2.0%	0.5%	22.1%
Q15-7. Quality of dog parks	20.6%	26.0%	16.7%	2.7%	1.2%	32.7%
Q15-8. Eco-friendly initiatives in Town parks (e. g. pollinator patches, water conservation, organic maintenance)	19.7%	24.1%	16.5%	2.7%	1.2%	35.9%
Q15-9. Quality of public art	30.5%	30.7%	21.6%	5.4%	1.2%	10.6%

WITHOUT DON'T KNOW

Q15. Parks and Recreation. Please rate your satisfaction with each of the following items using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied." (without "don't know")

(N=407)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q15-1. Quality of Town parks	50.1%	41.3%	6.6%	1.8%	0.3%
Q15-2. Number of Town parks	47.2%	39.6%	9.6%	2.8%	0.8%
Q15-3. Quality of walking & biking trails	46.2%	35.2%	12.6%	4.5%	1.6%
Q15-4. Number of walking & biking trails	41.4%	35.8%	11.9%	8.8%	2.1%
Q15-5. Quality of maintenance of Town parks	47.9%	39.5%	8.7%	3.1%	0.8%
Q15-6. Ease of registration for programs at the athletic club	52.1%	33.1%	11.7%	2.5%	0.6%
Q15-7. Quality of dog parks	30.7%	38.7%	24.8%	4.0%	1.8%
Q15-8. Eco-friendly initiatives in Town parks (e. g. pollinator patches, water conservation, organic maintenance)	30.7%	37.5%	25.7%	4.2%	1.9%
Q15-9. Quality of public art	34.1%	34.3%	24.2%	6.0%	1.4%

Q16. Addison Athletic Club. On average, how often have you or members of your household used each of the following Town of Addison recreational activities in the past 12 months?

(N=407)

	Daily	Weekly	Monthly	Once or twice a year	Seldom	Never
Q16-1. Pickleball	1.2%	2.2%	1.7%	2.5%	5.4%	87.0%
Q16-2. Tennis	0.0%	1.0%	2.9%	4.9%	8.6%	82.6%
Q16-3. Indoor pool	2.9%	8.1%	8.6%	13.3%	15.5%	51.6%
Q16-4. Hot tub	1.7%	6.9%	6.1%	8.4%	10.3%	66.6%
Q16-5. Dry sauna	1.7%	6.9%	6.9%	10.3%	9.3%	64.9%
Q16-6. Steam room	2.5%	7.4%	5.9%	8.8%	8.8%	66.6%
Q16-7. Racquetball	0.5%	3.4%	3.9%	10.3%	9.1%	72.7%
Q16-8. Cardio equipment	10.3%	21.4%	12.3%	6.9%	9.3%	39.8%
Q16-9. Weight equipment	10.1%	22.1%	11.5%	7.1%	7.6%	41.5%
Q16-10. Basketball gym	2.5%	7.6%	7.9%	7.4%	8.8%	65.8%
Q16-11. Locker room	7.6%	18.2%	9.8%	8.4%	11.3%	44.7%
Q16-12. Locker in locker room	6.9%	17.0%	8.1%	7.9%	9.6%	50.6%
Q16-13. Exercise class	2.2%	8.6%	5.7%	7.4%	13.8%	62.4%
Q16-14. Attend a program or trip	1.7%	2.7%	2.9%	7.6%	13.3%	71.7%
Q16-15. Outdoor pool	2.5%	11.5%	9.3%	11.1%	8.4%	57.2%
Q16-16. Youth camps	0.5%	0.7%	0.7%	2.5%	2.5%	93.1%

Q17. Please rate the importance of the following areas to focus funding for tax dollars using a scale of 1 to 5, where 5 means "Very Important and 1 means "Not Important at All."

(N=407)

	Very important	Important	Neutral	Not important	Not important at all	Don't know
Q17-1. Economic development	38.8%	41.0%	10.8%	3.2%	2.0%	4.2%
Q17-2. Maintaining Town infrastructure	58.5%	34.2%	3.9%	0.2%	0.2%	2.9%
Q17-3. Transportation systems (e.g. streets, walking trails, bike paths, light rail)	51.6%	35.1%	9.8%	0.5%	0.5%	2.5%
Q17-4. Customer service (training for employees, competitive salaries, etc.)	26.3%	42.3%	21.6%	2.2%	0.5%	7.1%
Q17-5. Financial health (e.g. implement long-term financial plans, participate in best practices)	46.2%	35.1%	11.1%	0.7%	0.5%	6.4%
Q17-6. Optimizing the Addison brand	19.4%	33.4%	29.7%	8.6%	3.2%	5.7%
Q17-7. Public safety (e.g. utilizing technology to enhance public safety, training for first responders)	55.0%	31.0%	8.6%	0.5%	0.5%	4.4%

WITHOUT DON'T KNOW

Q17. Please rate the importance of the following areas to focus funding for tax dollars using a scale of 1 to 5, where 5 means "Very Important and 1 means "Not Important at All." (without "don't know")

(N=407)

	Very important	Important	Neutral	Not important	Not important at all
Q17-1. Economic development	40.5%	42.8%	11.3%	3.3%	2.1%
Q17-2. Maintaining Town infrastructure	60.3%	35.2%	4.1%	0.3%	0.3%
Q17-3. Transportation systems (e.g. streets, walking trails, bike paths, light rail)	52.9%	36.0%	10.1%	0.5%	0.5%
Q17-4. Customer service (training for employees, competitive salaries, etc.)	28.3%	45.5%	23.3%	2.4%	0.5%
Q17-5. Financial health (e.g. implement long-term financial plans, participate in best practices)	49.3%	37.5%	11.8%	0.8%	0.5%
Q17-6. Optimizing the Addison brand	20.6%	35.4%	31.5%	9.1%	3.4%
Q17-7. Public safety (e.g. utilizing technology to enhance public safety, training for first responders)	57.6%	32.4%	9.0%	0.5%	0.5%

Q18. Events. How often do you attend the following events in Addison?

(N=407)

	Always attend	Sometimes attend	Never attend	Don't know
Q18-1. Taste Addison	21.6%	55.8%	17.2%	5.4%
Q18-2. Kaboom Town	44.0%	38.3%	13.5%	4.2%
Q18-3. Oktoberfest	26.3%	45.5%	23.3%	4.9%
Q18-4. Summer Series	10.1%	43.7%	35.6%	10.6%
Q18-5. Vitruvian Lights	35.4%	37.8%	20.4%	6.4%
Q18-6. Vitruvian Salsa Festival	6.1%	19.7%	59.5%	14.7%
Q18-7. Vitruvian Nights Live	11.3%	30.7%	46.9%	11.1%
Q18-8. Events at Addison Conference Centre	3.7%	45.9%	39.8%	10.6%
Q18-9. Art exhibits at Addison Conference Centre	2.2%	26.8%	57.2%	13.8%
Q18-10. WaterTower Theatre performance at Addison Theatre Centre	8.1%	39.8%	42.3%	9.8%
Q18-11. Other production company performances at Addison Theatre Centre	2.0%	28.7%	54.1%	15.2%
Q18-12. Community Garage Sale	7.6%	27.8%	50.6%	14.0%
Q18-13. Shakespeare in the Park	4.2%	22.4%	57.5%	16.0%
Q18-14. Sustainability classes hosted by Town staff	0.7%	11.8%	63.6%	23.8%

WITHOUT DON'T KNOW

Q18. Events. How often do you attend the following events in Addison? (without "don't know")

(N=407)

	Always attend	Sometimes attend	Never attend
Q18-1. Taste Addison	22.9%	59.0%	18.2%
Q18-2. Kaboom Town	45.9%	40.0%	14.1%
Q18-3. Oktoberfest	27.6%	47.8%	24.5%
Q18-4. Summer Series	11.3%	48.9%	39.8%
Q18-5. Vitruvian Lights	37.8%	40.4%	21.8%
Q18-6. Vitruvian Salsa Festival	7.2%	23.1%	69.7%
Q18-7. Vitruvian Nights Live	12.7%	34.5%	52.8%
Q18-8. Events at Addison Conference Centre	4.1%	51.4%	44.5%
Q18-9. Art exhibits at Addison Conference Centre	2.6%	31.1%	66.4%
Q18-10. WaterTower Theatre performance at Addison Theatre Centre	9.0%	44.1%	46.9%
Q18-11. Other production company performances at Addison Theatre Centre	2.3%	33.9%	63.8%
Q18-12. Community Garage Sale	8.9%	32.3%	58.9%
Q18-13. Shakespeare in the Park	5.0%	26.6%	68.4%
Q18-14. Sustainability classes hosted by Town staff	1.0%	15.5%	83.5%

Q19. Customer Service. Have you called or visited the Town with a question, problem, or complaint during the past year?

Q19. Have you called or visited Town with a question, problem, or complaint during past year	Number	Percent
Yes	154	37.8 %
No	246	60.4 %
Not provided	7	1.7 %
Total	407	100.0 %

WITHOUT NOT PROVIDED

Q19. Customer Service. Have you called or visited the Town with a question, problem, or complaint during the past year? (without "not provided")

Q19. Have you called or visited Town with a question, problem, or complaint during past year	Number	Percent
Yes	154	38.5 %
No	246	61.5 %
Total	400	100.0 %

Q19a. How did you contact the Town?

Q19a. How did you contact Town	Number	Percent
Phone	92	59.7 %
Email	31	20.1 %
Social media	4	2.6 %
FixIT Addison app	7	4.5 %
In person	12	7.8 %
Elected official	8	5.2 %
Total	154	100.0 %

Q19b. How easy or difficult was it to address your issue?

Q19b. How easy or difficult was it to address your issue	Number	Percent
Very easy	70	45.5 %
Somewhat easy	53	34.4 %
Difficult	15	9.7 %
Very difficult	12	7.8 %
Don't know	4	2.6 %
Total	154	100.0 %

WITHOUT DON'T KNOW

Q19b. How easy or difficult was it to address your issue? (without "don't know")

Q19b. How easy or difficult was it to address your issue	Number	Percent
Very easy	70	46.7 %
Somewhat easy	53	35.3 %
Difficult	15	10.0 %
Very difficult	12	8.0 %
Total	150	100.0 %

Q20. Town Communication. Please rate your satisfaction with each of the following items using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

(N=407)

	Very satisfied	Satisfied	Neutral	Dissatisfi-ed	Very dissatisfied	Don't know
Q20-1. Quality of Town's website	15.2%	38.8%	20.9%	7.1%	0.7%	17.2%
Q20-2. Quality of Town's social media (e.g. Twitter, Facebook)	8.8%	28.3%	21.4%	2.7%	0.5%	38.3%
Q20-3. Availability of information on Town services & programs	17.2%	41.3%	22.4%	4.7%	1.0%	13.5%
Q20-4. Town's efforts to keep you informed	22.4%	41.3%	19.9%	6.9%	2.2%	7.4%
Q20-5. Opportunities to provide public input into decisions	16.2%	31.0%	22.9%	10.1%	4.2%	15.7%

WITHOUT DON'T KNOW

Q20. Town Communication. Please rate your satisfaction with each of the following items using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied." (without "don't know")

(N=407)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q20-1. Quality of Town's website	18.4%	46.9%	25.2%	8.6%	0.9%
Q20-2. Quality of Town's social media (e.g. Twitter, Facebook)	14.3%	45.8%	34.7%	4.4%	0.8%
Q20-3. Availability of information on Town services & programs	19.9%	47.7%	25.9%	5.4%	1.1%
Q20-4. Town's efforts to keep you informed	24.1%	44.6%	21.5%	7.4%	2.4%
Q20-5. Opportunities to provide public input into decisions	19.2%	36.7%	27.1%	12.0%	5.0%

Q21. Which of the following are your PRIMARY SOURCES of information about Town issues, services, and events?

Q21. Your primary sources of information about Town issues, services, & events	Number	Percent
Town website	194	47.7 %
Local newspaper	44	10.8 %
Social networking site (Facebook, Twitter)	121	29.7 %
Word of mouth (friends/neighbors)	201	49.4 %
Town emails/press releases	178	43.7 %
Town newsletter	155	38.1 %
Public meetings	78	19.2 %
Nextdoor	105	25.8 %
Other	25	6.1 %
Total	1101	

Q21. Other

Q21. Other	Number	Percent
Addison May	1	4.0 %
Addison magazine	3	12.0 %
Apartment emails	1	4.0 %
Apt community	1	4.0 %
Banner on Belt Line	1	4.0 %
Banners in the park	1	4.0 %
Call and ask	1	4.0 %
Coffee with Mayor	1	4.0 %
Email	1	4.0 %
Friends	1	4.0 %
MANAGER AND E-MAIL ON FRIDAYS	1	4.0 %
Mail	6	24.0 %
Notified by condo building management	1	4.0 %
Please make weekly letter available to those without email	1	4.0 %
Posting in park	1	4.0 %
SMART PHONE APP	1	4.0 %
Signage in parks	1	4.0 %
Water bill inserts	1	4.0 %
Total	25	100.0 %

Q22. Would you support a tax rate increase to replace aging infrastructure?

Q22. Would you support a tax rate increase to replace aging infrastructure	Number	Percent
Yes, I would support a tax rate increase to replace aging infrastructure	181	44.5 %
No, I would not support a tax rate increase to replace aging infrastructure	165	40.5 %
Not provided	61	15.0 %
Total	407	100.0 %

WITHOUT NOT PROVIDED

Q22. Would you support a tax rate increase to replace aging infrastructure? (without "not provided")

Q22. Would you support a tax rate increase to replace aging infrastructure	Number	Percent
Yes, I would support a tax rate increase to replace aging infrastructure	181	52.3 %
No, I would not support a tax rate increase to replace aging infrastructure	165	47.7 %
Total	346	100.0 %

Q23. Which of the following best describes where you reside?

Q23. Where do you reside	Number	Percent
Apartment	121	29.7 %
Single family home	216	53.1 %
Condo	52	12.8 %
Duplex	9	2.2 %
Not provided	9	2.2 %
Total	407	100.0 %

WITHOUT NOT PROVIDED

Q23. Which of the following best describes where you reside? (without "not provided")

Q23. Where do you reside	Number	Percent
Apartment	121	30.4 %
Single family home	216	54.3 %
Condo	52	13.1 %
Duplex	9	2.3 %
Total	398	100.0 %

Q24. Which of the following best describes your housing situation?

Q24. What describes your housing situation	Number	Percent
Rent	131	32.2 %
Own your home	271	66.6 %
Live with another household	1	0.2 %
Not provided	4	1.0 %
Total	407	100.0 %

WITHOUT NOT PROVIDED

Q24. Which of the following best describes your housing situation? (without "not provided")

Q24. What describes your housing situation	Number	Percent
Rent	131	32.5 %
Own your home	271	67.2 %
Live with another household	1	0.2 %
Total	403	100.0 %

Q25. How many years have you lived in Addison?

Q25. How many years have you lived in Addison	Number	Percent
0-5	188	46.2 %
6-10	57	14.0 %
11-15	41	10.1 %
16-20	49	12.0 %
21-30	61	15.0 %
31+	5	1.2 %
Not provided	6	1.5 %
Total	407	100.0 %

WITHOUT NOT PROVIDED

Q25. How many years have you lived in Addison? (without "not provided")

Q25. How many years have you lived in Addison	Number	Percent
0-5	188	46.9 %
6-10	57	14.2 %
11-15	41	10.2 %
16-20	49	12.2 %
21-30	61	15.2 %
31+	5	1.2 %
Total	401	100.0 %

Q26. What is your age?

Q26. Your age	Number	Percent
18-34	81	19.9 %
35-44	82	20.1 %
45-54	80	19.7 %
55-64	74	18.2 %
65+	75	18.4 %
Not provided	15	3.7 %
Total	407	100.0 %

WITHOUT NOT PROVIDED

Q26. What is your age? (without "not provided")

Q26. Your age	Number	Percent
18-34	81	20.7 %
35-44	82	20.9 %
45-54	80	20.4 %
55-64	74	18.9 %
65+	75	19.1 %
Total	392	100.0 %

Q27. Which of the following best describes your race/ethnicity?

Q27. Your race/ethnicity	Number	Percent
African American/Black	45	11.1 %
American Indian/Eskimo	5	1.2 %
Caucasian/White	269	66.1 %
Asian/Pacific Islander	43	10.6 %
Hispanic/Latino	84	20.6 %
Other	5	1.2 %
Total	451	

Q27. Other

Q27. Other	Number	Percent
Mixed	4	80.0 %
Persian	1	20.0 %
Total	5	100.0 %

Q28. Which of the following best describes your household income?

Q28. What is your household income	Number	Percent
Less than $20K	3	0.7 %
$20K to $39,999	17	4.2 %
$40K to $59,999	34	8.4 %
$60K to $79,999	52	12.8 %
$80K to $149,999	123	30.2 %
$150K+	121	29.7 %
Not provided	57	14.0 %
Total	407	100.0 %

WITHOUT NOT PROVIDED

Q28. Which of the following best describes your household income? (without "not provided")

Q28. What is your household income	Number	Percent
Less than $20K	3	0.9 %
$20K to $39,999	17	4.9 %
$40K to $59,999	34	9.7 %
$60K to $79,999	52	14.9 %
$80K to $149,999	123	35.1 %
$150K+	121	34.6 %
Total	350	100.0 %

Q29. Please indicate your level of education.

Q29. What is the highest level of education you have obtained	Number	Percent
High school/no degree	8	2.0 %
High school graduate or GED	25	6.1 %
Some college	51	12.5 %
Associate's degree	35	8.6 %
Bachelor's degree	148	36.4 %
Master's degree	79	19.4 %
Professional degree (JD, MD, DDC)	15	3.7 %
Doctorate degree (PhD, EdD)	8	2.0 %
Not provided	38	9.3 %
Total	407	100.0 %

WITHOUT NOT PROVIDED

Q29. Please indicate your level of education. (without "not provided")

Q29. What is the highest level of education you have obtained	Number	Percent
High school/no degree	8	2.2 %
High school graduate or GED	25	6.8 %
Some college	51	13.8 %
Associate's degree	35	9.5 %
Bachelor's degree	148	40.1 %
Master's degree	79	21.4 %
Professional degree (JD, MD, DDC)	15	4.1 %
Doctorate degree (PhD, EdD)	8	2.2 %
Total	369	100.0 %

Q30. Your gender:

Q30. Your gender	Number	Percent
Male	197	48.4 %
Female	208	51.1 %
Not provided	2	0.5 %
Total	407	100.0 %

WITHOUT NOT PROVIDED

Q30. Your gender: (without "not provided")

Q30. Your gender	Number	Percent
Male	197	48.6 %
Female	208	51.4 %
Total	405	100.0 %

Q31. How many people are in your household?

Q31. How many people are in your household	Number	Percent
1	132	32.4 %
2	198	48.6 %
3	44	10.8 %
4	16	3.9 %
5+	7	1.7 %
Not provided	10	2.5 %
Total	407	100.0 %

WITHOUT NOT PROVIDED

Q31. How many people are in your household? (without "not provided")

Q31. How many people are in your household	Number	Percent
1	132	33.2 %
2	198	49.9 %
3	44	11.1 %
4	16	4.0 %
5+	7	1.8 %
Total	397	100.0 %

Q32. How many of the people in your household are under 18?

Q32. How many in your household are under 18	Number	Percent
0	322	79.1 %
1	45	11.1 %
2	12	2.9 %
3+	4	1.0 %
Not provided	24	5.9 %
Total	407	100.0 %

WITHOUT NOT PROVIDED

Q32. How many of the people in your household are under 18? (without "not provided")

Q32. How many in your household are under 18	Number	Percent
0	322	84.1 %
1	45	11.7 %
2	12	3.1 %
3+	4	1.0 %
Total	383	100.0 %

Q33. Please CHECK ALL of the following statements that apply to members of your household.

Q33. What statements that apply to members of your household	Number	Percent
Attend public school within district	13	21.7 %
Attend private school	25	41.7 %
Charter school	2	3.3 %
Total	40	

Section 5
Survey Instrument

Dear Addison Resident:

You have been selected to participate in a community survey designed to gather resident feedback on Town programs and services. Your input on the enclosed survey is extremely important. The City Council regularly makes decisions that affect a wide range of Town services including public safety, parks and recreation, economic development, streets, code enforcement, and others. To make sure that Addison's priorities are aligned with the needs of our residents we need to know what you think.

We realize the survey takes a little time to complete, but every question is important. The time you invest in the survey will influence many of the decisions that will be made about the Town's future. Your responses will also allow Town leadership to identify and address many of the opportunities and challenges facing our community. Please return your completed survey sometime during the next week if possible in the enclosed postage-paid envelope. Your responses will remain confidential.

If you prefer, you may complete the survey online at www.addisoncitizensurvey.org.

Please feel free to contact Caitlan Biggs, Assistant to the City Manager, at 972-450-7016 or email her at cbiggs@addisontx.gov if you should have any questions or require additional information.

Thank you again for taking time out of your schedule to help us make Addison a better community.

Sincerely,

Joe Chow
Mayor

CITY MANAGER'S OFFICE | P.O. Box 9010 Addison, TX 75001 | phone: 972.450.7001 fax: 972.450.7043 | ADDISONTEXAS.NET | IT ALL COMES TOGETHER.

2018 Town of Addison Citizen Satisfaction Survey

Please take a few minutes to complete this survey. Your input is an important part of the town's on-going effort to involve citizens in planning and investment decisions. If you have questions, please call Caitlan Biggs at 972-450-7016. Thank you!

1. <u>Town Services.</u> Please rate your overall satisfaction with each of the following major categories of services provided by Addison using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

	Major Categories of Town Services	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01.	Overall quality of police, fire, and emergency medical services	5	4	3	2	1	9
02.	Overall quality of town parks and recreation programs and facilities	5	4	3	2	1	9
03.	Overall maintenance of town streets	5	4	3	2	1	9
04.	Overall maintenance of town buildings and facilities	5	4	3	2	1	9
05.	Overall quality of town water and sewer services	5	4	3	2	1	9
06.	Overall enforcement of town codes and ordinances	5	4	3	2	1	9
07.	Overall quality of customer service you receive from town employees	5	4	3	2	1	9
08.	Overall effectiveness of town communication with the public	5	4	3	2	1	9
09.	Overall quality of the town's storm water runoff/storm water management system	5	4	3	2	1	9
10.	Overall flow of traffic and congestion management in the town	5	4	3	2	1	9
11.	Opportunities for community engagement through volunteer programs (e.g. Addvocates, Addison Citizens Assisting Police, special events, park projects)	5	4	3	2	1	9

2. Which THREE of the items listed in Question 1 do you think should receive the MOST EMPHASIS from town leaders over the next TWO years? *[Write in your answers below using the numbers from the list in Question 1.]*

1st: ____ 2nd: ____ 3rd: ____

3. <u>Perceptions.</u> Please rate your satisfaction with each of the following items that may influence your perception of Addison using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

	Perceptions of the Town	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01.	Addison as a place to live	5	4	3	2	1	9
02.	Addison as a place to raise children	5	4	3	2	1	9
03.	Addison as a place to work	5	4	3	2	1	9
04.	Addison as a place to retire	5	4	3	2	1	9
05.	Overall image of Addison	5	4	3	2	1	9
06.	Overall quality of life in Addison	5	4	3	2	1	9
07.	Overall quality of local government services	5	4	3	2	1	9
08.	Addison as an entertainment destination	5	4	3	2	1	9
09.	Overall quality of event programming (e.g. Taste Addison, Kaboom Town, Oktoberfest)	5	4	3	2	1	9
10.	Overall appearance of Addison	5	4	3	2	1	9
11.	Overall value you receive for your local tax dollars and fees	5	4	3	2	1	9
12.	Overall trust level in town staff to wisely use town resources	5	4	3	2	1	9
13.	Overall level of satisfaction of the town's stewardship of financial resources	5	4	3	2	1	9

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4. <u>Infrastructure.</u> Please rate your satisfaction with the following services provided by the town using a scale of 1 to 5, where 5 means "Very Satisfied and 1 means "Very Dissatisfied."

	Town Maintenance	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01.	Condition of major town streets	5	4	3	2	1	9
02.	Condition of streets in your neighborhood	5	4	3	2	1	9
03.	Timing of traffic signals on town streets	5	4	3	2	1	9
04.	Traffic flow on major town streets	5	4	3	2	1	9
05.	Pedestrian accessibility (number/availability of sidewalks)	5	4	3	2	1	9
06.	Appearance and condition of medians, right-of-ways, and public areas	5	4	3	2	1	9
07.	Adequacy of the street lighting in your neighborhood	5	4	3	2	1	9
08.	Condition of pavement markings on town streets	5	4	3	2	1	9
09.	Overall cleanliness of streets and public areas	5	4	3	2	1	9
10.	Condition of landscaping along public streets	5	4	3	2	1	9

5. Which TWO of the items listed in Question 4 do you think should receive the MOST EMPHASIS from town leaders over the next TWO years? *[Write in your answers below using the numbers from the list in Question 4.]*

1st: ____ 2nd: ____

6. <u>Feeling of Safety.</u> Using a scale of 1 to 5, where 5 means "Very Safe" and 1 means "Very Unsafe," please rate how safe you feel in the following situations.

	Feeling of Safety	Very Safe	Safe	Neutral	Unsafe	Very Unsafe	Don't Know
1.	In your neighborhood during the day	5	4	3	2	1	9
2.	In your neighborhood at night	5	4	3	2	1	9
3.	In the town's parks, trails, and recreational areas	5	4	3	2	1	9
4.	In commercial and retail areas	5	4	3	2	1	9
5.	Overall feeling of safety in the town	5	4	3	2	1	9
6.	Traveling by bicycle in Addison	5	4	3	2	1	9
7.	Dining after dark	5	4	3	2	1	9

7. <u>Police, Fire, and Emergency Services.</u> Please rate your satisfaction with the following public safety services provided by the Town of Addison using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

	Public Safety Services	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01.	Quality of police protection	5	4	3	2	1	9
02.	Visibility of police in neighborhoods	5	4	3	2	1	9
03.	Visibility of police in retail areas	5	4	3	2	1	9
04.	Police response time	5	4	3	2	1	9
05.	Efforts to communicate with the public via social media	5	4	3	2	1	9
06.	Quality of police community outreach programs (e.g. women's self-defense, seminars, Santa's Heroes)	5	4	3	2	1	9
07.	Enforcement of traffic laws	5	4	3	2	1	9
08.	Quality of animal control services	5	4	3	2	1	9
09.	Quality and accessibility of municipal court services (e.g. traffic, collections, fines)	5	4	3	2	1	9
10.	Quality of fire protection	5	4	3	2	1	9
11.	Quality of fire emergency medical services	5	4	3	2	1	9
12.	Fire personnel emergency response time	5	4	3	2	1	9
13.	Quality of fire community outreach programs (e.g. CPR class, smoke alarm battery change, annual open house)	5	4	3	2	1	9

8. Which TWO of the items listed in Question 7 on the previous page do you think should receive the MOST EMPHASIS from town leaders over the next TWO years? *[Write in your answers below using the numbers from the list in Question 7.]*

1st: ____ 2nd: ____

9. <u>Code Enforcement.</u> Please rate your satisfaction using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," with the following.

	Enforcement of Town Codes and Ordinances	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1.	Overall responsiveness of town code enforcement staff	5	4	3	2	1	9
2.	Town effort to enforce code violations	5	4	3	2	1	9
3.	Clean-up of debris/litter	5	4	3	2	1	9
4.	Efforts to enforce exterior maintenance and upkeep of residential property	5	4	3	2	1	9
5.	Cleanliness in your neighborhood	5	4	3	2	1	9

10. <u>Economic Development.</u> Please rate your satisfaction using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," with the following.

	Development Services	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01.	Variety of housing options	5	4	3	2	1	9
02.	Public places where people want to spend time	5	4	3	2	1	9
03.	Availability of employment opportunities	5	4	3	2	1	9
04.	Availability of shopping options	5	4	3	2	1	9
05.	Availability of dining options	5	4	3	2	1	9
06.	Availability of entertainment options	5	4	3	2	1	9
07.	Availability of lodging options	5	4	3	2	1	9
08.	Overall quality of business and service establishments in Addison	5	4	3	2	1	9
09.	Overall quality of new residential development	5	4	3	2	1	9
10.	Overall quality of new commercial development	5	4	3	2	1	9

11. <u>Solid Waste Services.</u> Please rate your satisfaction using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," with the following.

	Solid Waste/Utility Services	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1.	Quality of residential garbage collection	5	4	3	2	1	9
2.	Quality of residential curbside recycling services	5	4	3	2	1	9
3.	Quality of yard waste and brush collection	5	4	3	2	1	9
4.	Bulky item pick up/removal services (e.g. old furniture, appliances)	5	4	3	2	1	9
5.	Household hazardous waste disposal service (e.g. fertilizers, household chemicals, antifreeze)	5	4	3	2	1	9
6.	Electronic waste disposal service (e.g. televisions, computers, fax machines, CD/DVD players)	5	4	3	2	1	9

12. Is 48 hours an adequate amount of time to notify town staff for bulk pick-up?

____(1) Yes ____(2) No ____(9) Don't Know

13. Would you like an option for a rolling trash bin in addition to your recycling bin?

____(1) Yes ____(2) No ____(9) Don't Know

14. <u>Water Services.</u> Please rate your satisfaction using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," with the following.

	Public Works Services	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1.	Quality of Water Services customer service	5	4	3	2	1	9
2.	Quality of drinking water	5	4	3	2	1	9
3.	Quality of water pressure	5	4	3	2	1	9

15. <u>Parks and Recreation.</u> Please rate your satisfaction with each of the following items using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

	Parks and Recreation	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1.	Quality of town parks	5	4	3	2	1	9
2.	Number of town parks	5	4	3	2	1	9
3.	Quality of walking and biking trails	5	4	3	2	1	9
4.	Number of walking and biking trails	5	4	3	2	1	9
5.	Quality of maintenance of town parks	5	4	3	2	1	9
6.	Ease of registration for programs at the athletic club	5	4	3	2	1	9
7.	Quality of dog parks	5	4	3	2	1	9
8.	Eco-friendly initiatives in town parks (e.g. pollinator patches, water conservation, organic maintenance)	5	4	3	2	1	9
9.	Quality of public art	5	4	3	2	1	9

16. <u>Addison Athletic Club.</u> On average, how often have you or members of your household used each of the following Town of Addison recreational activities in the past 12 months?

	Recreational Activity	Daily	Weekly	Monthly	Once or Twice/year	Seldom	Never
01.	Pickleball	5	4	3	2	1	9
02.	Tennis	5	4	3	2	1	9
03.	Indoor Pool	5	4	3	2	1	9
04.	Hot Tub	5	4	3	2	1	9
05.	Dry Sauna	5	4	3	2	1	9
06.	Steam Room	5	4	3	2	1	9
07.	Racquetball	5	4	3	2	1	9
08.	Cardio Equipment	5	4	3	2	1	9
09.	Weight Equipment	5	4	3	2	1	9
10.	Basketball Gym	5	4	3	2	1	9
11.	Locker Room	5	4	3	2	1	9
12.	Locker in Locker Room	5	4	3	2	1	9
13.	Exercise Class	5	4	3	2	1	9
14.	Attend a Program or Trip	5	4	3	2	1	9
15.	Outdoor Pool	5	4	3	2	1	9
16.	Youth camps	5	4	3	2	1	9

17. Please rate the importance of the following areas to focus funding for tax dollars using a scale of 1 to 5, where 5 means "Very Important and 1 means "Not Important at All."

	Area	Very Important	Important	Neutral	Not Important	Not Important at All	Don't Know
1.	Economic development	5	4	3	2	1	9
2.	Maintaining town infrastructure	5	4	3	2	1	9
3.	Transportation systems (e.g. streets, walking trails, bike paths, light rail)	5	4	3	2	1	9
4.	Customer service (training for employees, competitive salaries, etc.)	5	4	3	2	1	9
5.	Financial health (e.g. implement long-term financial plans, participate in best practices)	5	4	3	2	1	9
6.	Optimizing the Addison brand	5	4	3	2	1	9
7.	Public safety (e.g. utilizing technology to enhance public safety, training for first responders)	5	4	3	2	1	9

18. <u>Events.</u> How often do you attend the following events in Addison?

	Event	Always Attend	Sometimes Attend	Never Attend	Don't Know
01.	Taste Addison	3	2	1	9
02.	Kaboom Town	3	2	1	9
03.	Oktoberfest	3	2	1	9
04.	Summer Series	3	2	1	9
05.	Vitruvian Lights	3	2	1	9
06.	Vitruvian Salsa Festival	3	2	1	9
07.	Vitruvian Nights Live	3	2	1	9
08.	Events at the Addison Conference Centre	3	2	1	9
09.	Art exhibits at the Addison Conference Centre	3	2	1	9
10.	WaterTower Theatre performance at Addison Theatre Centre	3	2	1	9
11.	Other production company performances at Addison Theatre Centre	3	2	1	9
12.	Community Garage Sale	3	2	1	9
13.	Shakespeare in the Park	3	2	1	9
14.	Sustainability classes hosted by town staff	3	2	1	9

19. <u>Customer Service.</u> Have you called or visited the town with a question, problem, or complaint during the past year?

____(1) Yes *[Answer Q19a-b.]* ____(2) No *[Skip to Q20.]*

19a. How did you contact the town?

____(1) Phone ____(3) Social media ____(5) In person
____(2) E-mail ____(4) FixIT Addison app ____(6) Elected official

19b. How easy or difficult was it to address your issue?

____(1) Very easy ____(3) Difficult ____(9) Don't know
____(2) Somewhat easy ____(4) Very difficult

20. <u>Town Communication.</u> Please rate your satisfaction with each of the following items using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

	Communication	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1.	Quality of the town's website	5	4	3	2	1	9
2.	Quality of the town's social media (e.g. Twitter, Facebook)	5	4	3	2	1	9
3.	Availability of information on town services and programs	5	4	3	2	1	9
4.	Town's efforts to keep you informed	5	4	3	2	1	9
5.	Opportunities to provide public input into decisions	5	4	3	2	1	9

21. Which of the following are your PRIMARY SOURCES of information about town issues, services, and events? *[Check all that apply.]*

____(1) Town website
____(2) Local newspaper
____(3) Social networking site (Facebook, Twitter)
____(4) Word of mouth (friends/neighbors)
____(5) Town emails/press releases
____(6) Town Newsletter
____(7) Public meetings
____(8) NextDoor
____(9) Other: _____

22. Would you support a tax rate increase to replace aging infrastructure?

____(1) Yes, I would support a tax rate increase to replace aging infrastructure
____(2) No, I would not support a tax rate increase to replace aging infrastructure

23. Which of the following best describes where you reside?

____(1) Apartment ____(2) Single family home ____(3) Condo ____(4) Duplex

24. Which of the following best describes your housing situation?

____(1) Rent ____(2) Own your home ____(3) Live with another household

Demographics

25. How many years have you lived in Addison? _____ years

26. What is your age? _____ years

27. Which of the following best describes your race/ethnicity? *[Check all that apply.]*

____(1) African American/Black
____(2) American Indian/Eskimo
____(3) Caucasian/White
____(4) Asian/Pacific Islander
____(5) Hispanic/Latino
____(6) Other: _____

28. Which of the following best describes your household income?

____(1) Less than $20,000
____(2) $20,000 to $39,999
____(3) $40,000 to $59,999
____(4) $60,000 to $79,999
____(5) $80,000 to $149,999
____(6) $150,000 or more

29. Please indicate your level of education. *[Please check the highest level of education you have obtained.]*

____(1) High School/No degree
____(2) High School graduate or GED
____(3) Some college
____(4) Associate's Degree
____(5) Bachelor's Degree
____(6) Master's Degree
____(7) Professional Degree (JD, MD, DDC)
____(8) Doctorate Degree (PhD, EdD)

30. Your gender: ____(1) Male ____(2) Female

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31. How many people are in your household? _____ people

32. How many of the people in your household are under 18? _____ people

33. Please CHECK ALL of the following statements that apply to members of your household.

____(1) Attend public school within district
____(2) Attend public school, but with out-of-district transfer
____(3) Attend private school
____(4) Home school
____(5) Charter school
____(6) Not Applicable

34. Please list the TOP THREE things you would like to recommend or suggest to the town for future consideration.

1st: _____

2nd. _____

3rd. _____

This concludes the survey – Thank you for your time!

Please return your completed survey in the enclosed postage-paid envelope addressed to:
ETC Institute, 725 W. Frontier Circle, Olathe, KS 66061

Your responses will remain completely confidential. The information printed to the right will ONLY be used to help identify which areas of the town are having problems with town services. If you address is not correct, please provide the correct information. Thank you.

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2018 Town of Addison Citizen Satisfaction Survey

Appendix A – GIS Maps

…helping organizations make better decisions since 1982

Submitted to the Town of Addison, Texas by:
ETC Institute
725 W. Frontier Lane,
Olathe, Kansas 66061

October 2018

Interpreting the Maps

The maps on the following pages show the mean ratings for several questions on the survey by Census Block Group. If all areas on a map are the same color, then residents generally feel the same about that issue regardless of the location of their home.

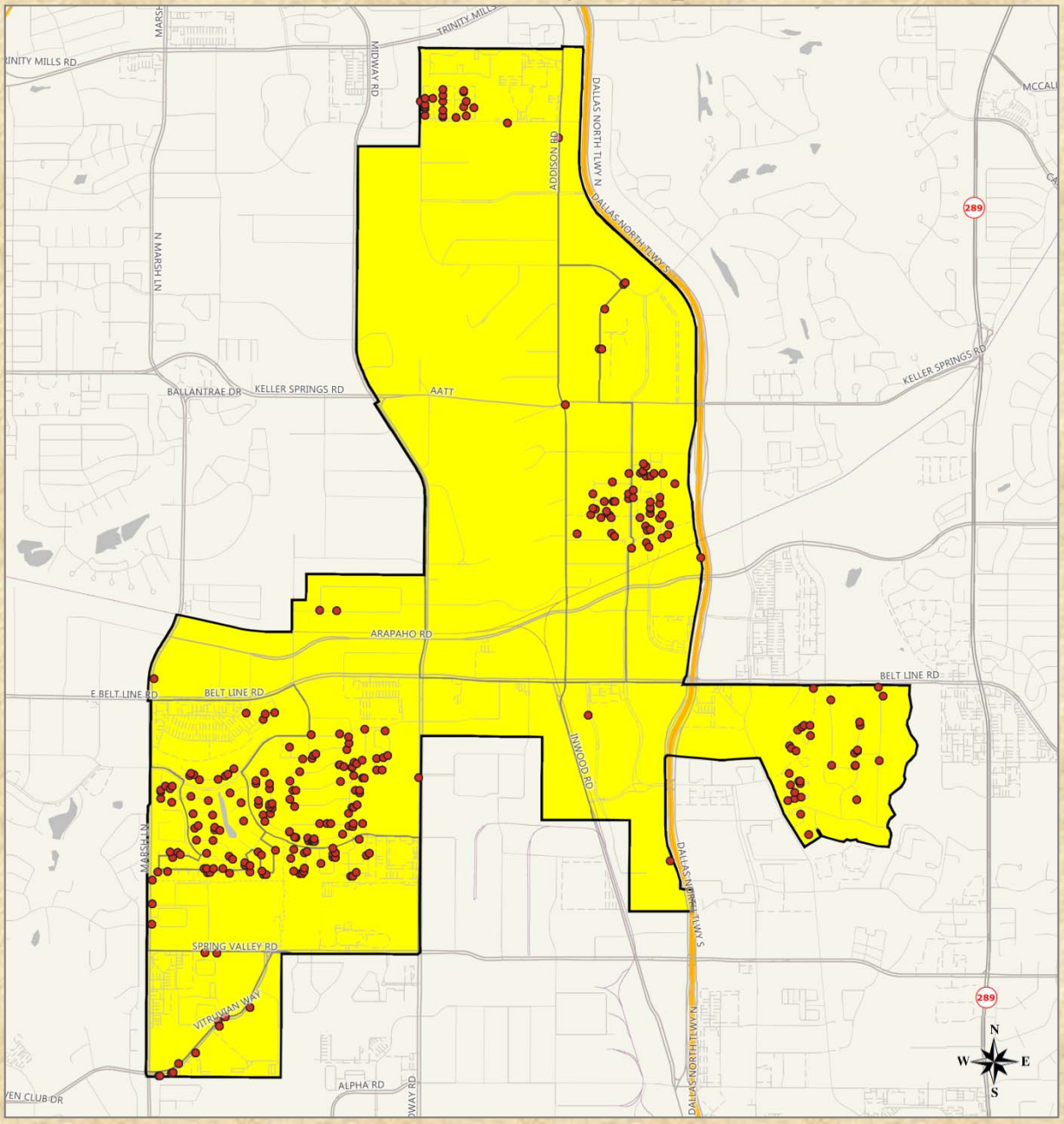
When reading the maps, please use the following color scheme as a guide:

- DARK/LIGHT BLUE shades indicate POSITIVE ratings. Shades of blue generally indicate satisfaction with a service, ratings of "excellent" or "good" and ratings of "very safe" or "safe."

- OFF-WHITE shades indicate NEUTRAL ratings. Shades of neutral generally indicate that residents thought the quality of service delivery is adequate.

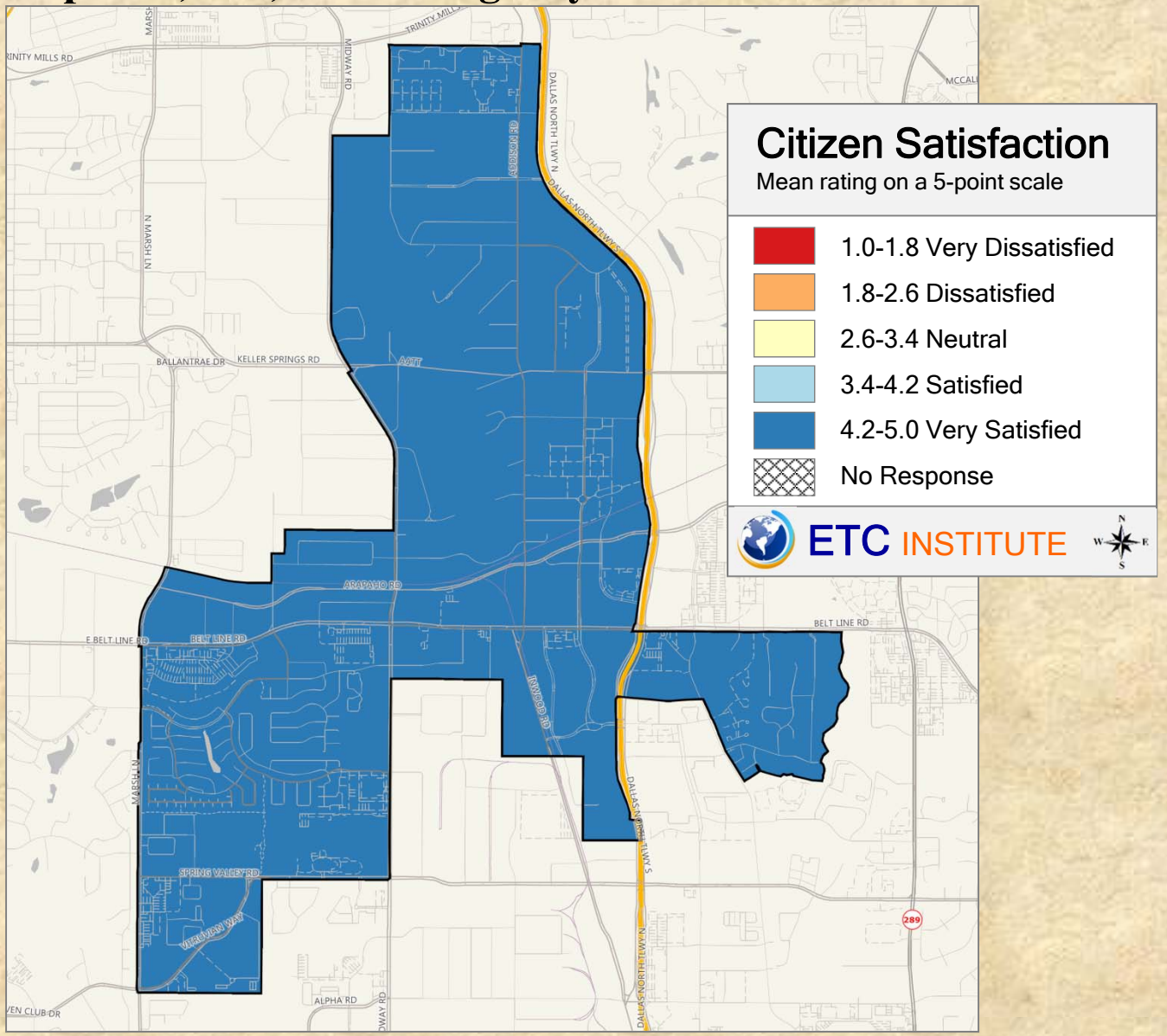
- ORANGE/RED shades indicate NEGATIVE ratings. Shades of orange/red generally indicate dissatisfaction with a service, ratings of "below average" or "poor" and ratings of "unsafe" or "very unsafe."

Location of Survey Respondents



2018 Town of Addison Citizen Satisfaction Survey

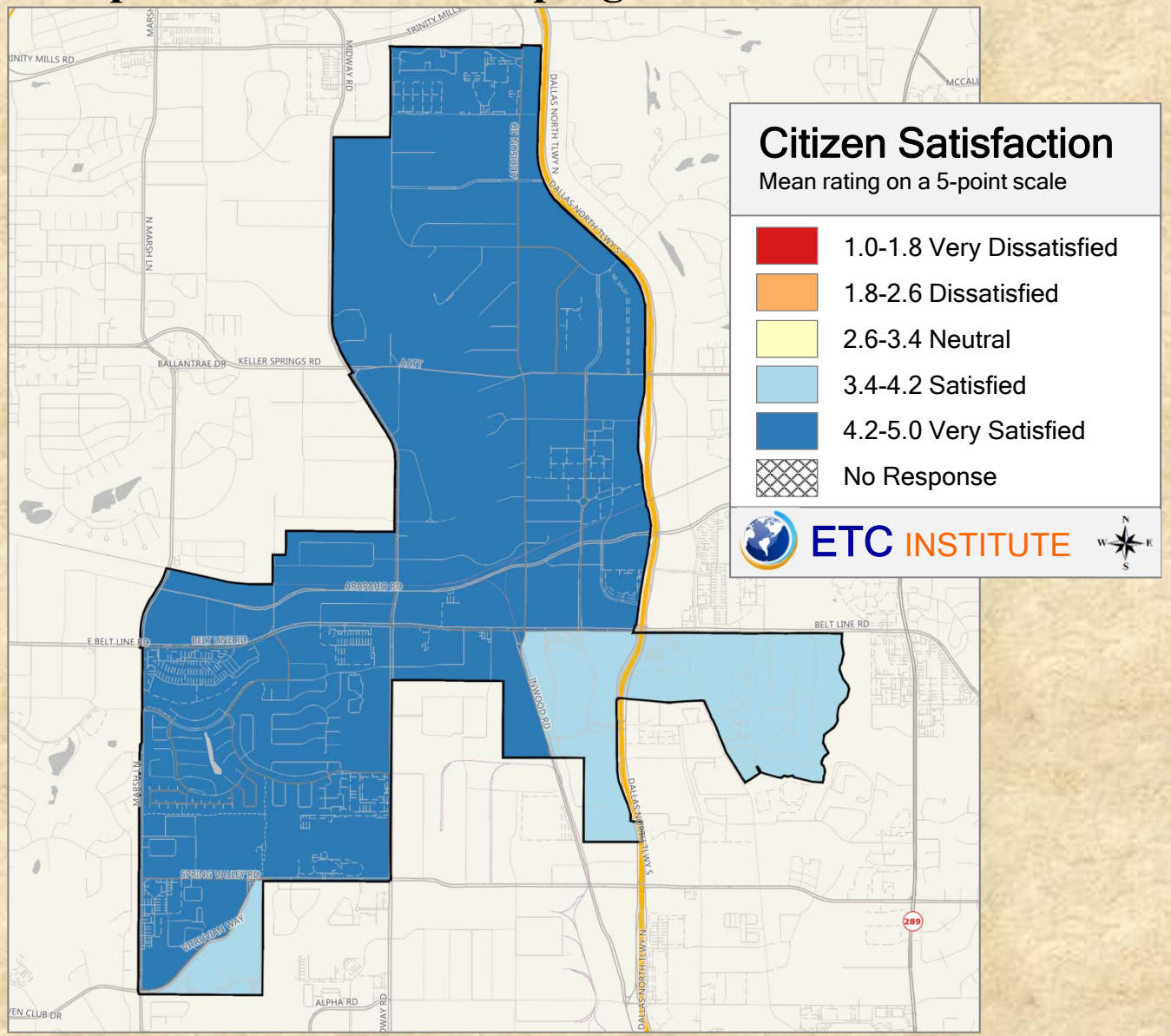
Q1-01 Level of satisfaction with: Overall quality of police, fire, and emergency medical services



2018 Town of Addison Citizen Satisfaction Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

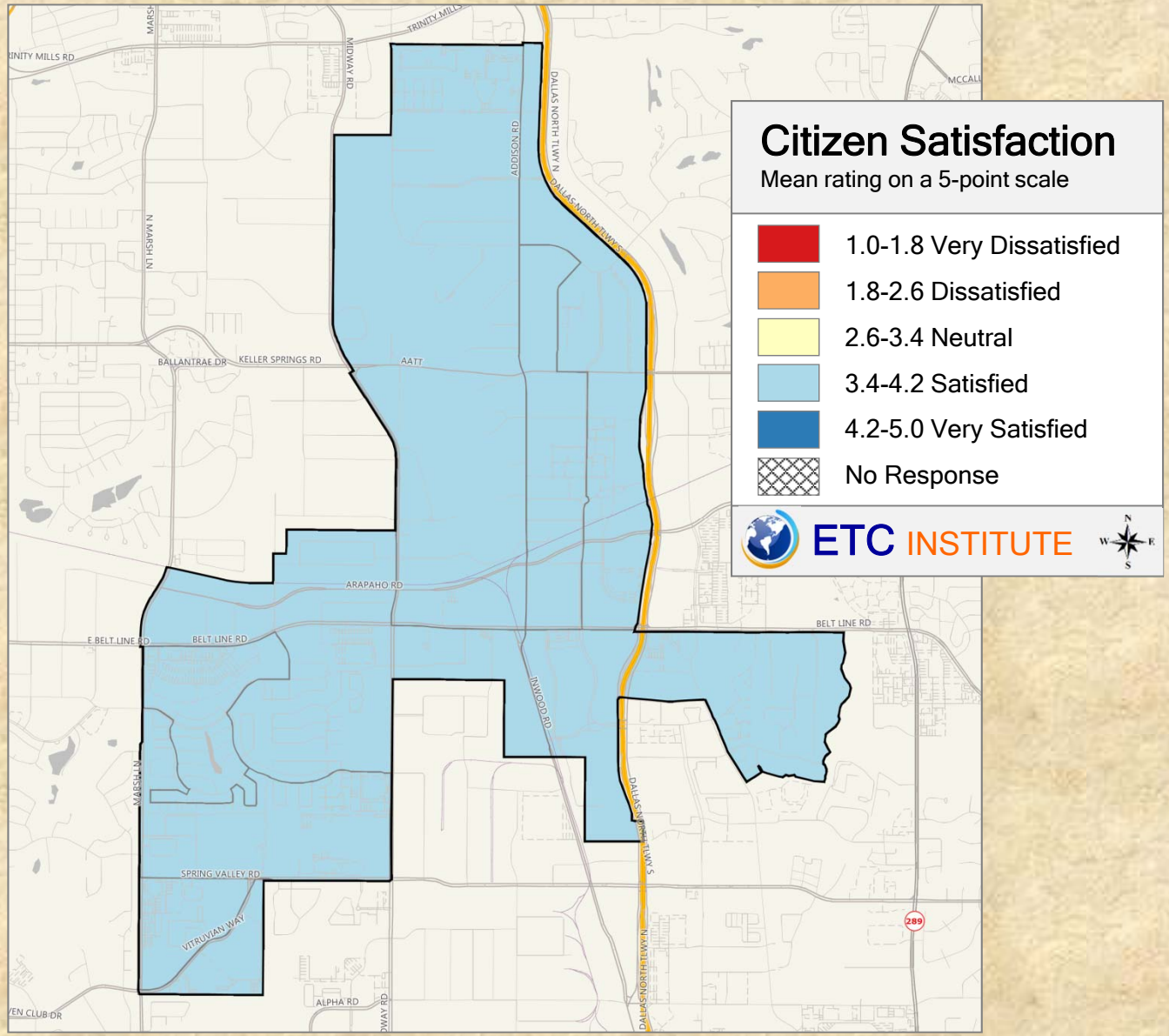
Q1-02 Level of satisfaction with: Overall quality of town parks and recreation programs and facilities



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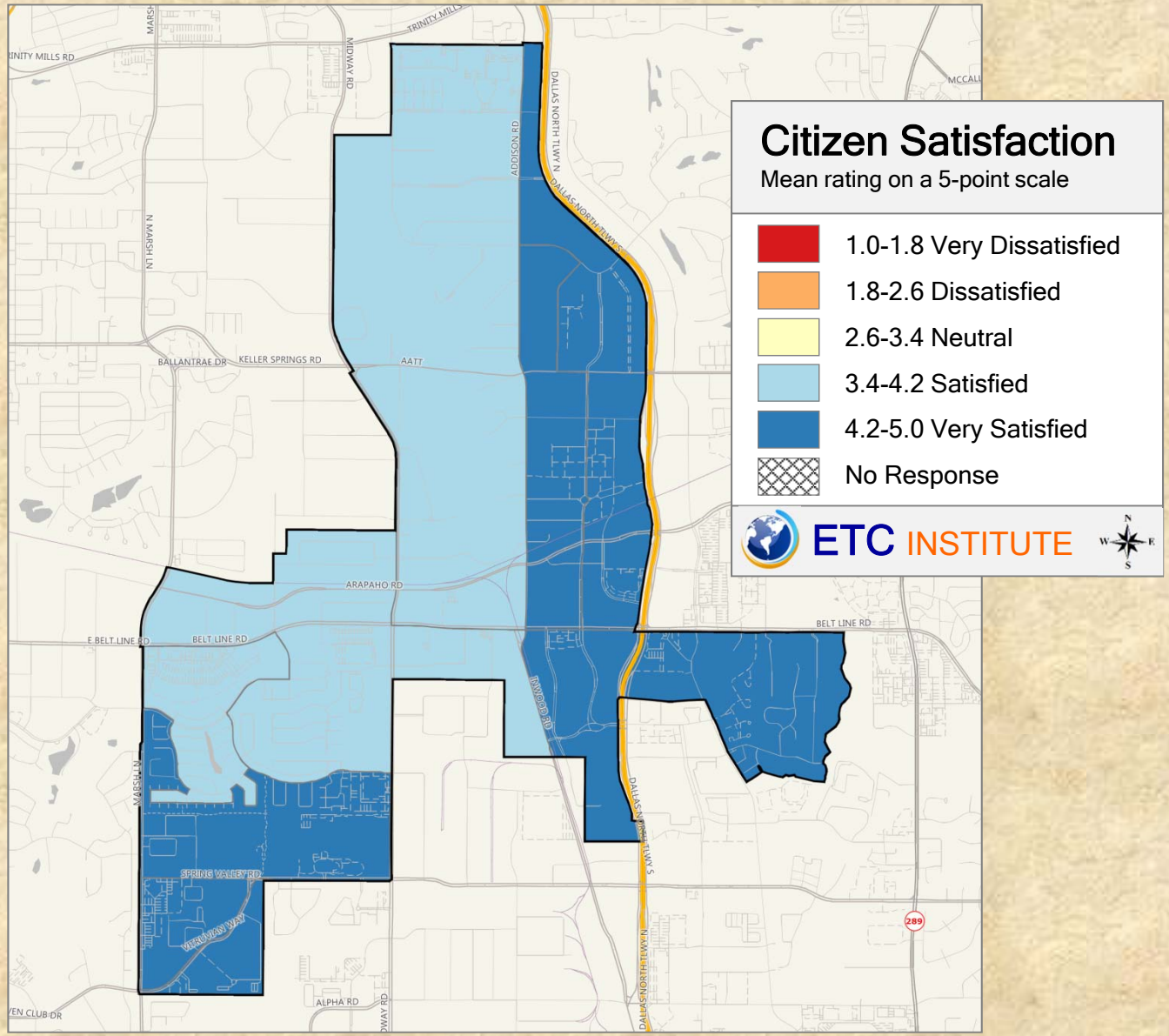
Q1-03 Level of satisfaction with: Overall maintenance of town streets



2018 Town of Addison Citizen Satisfaction Survey

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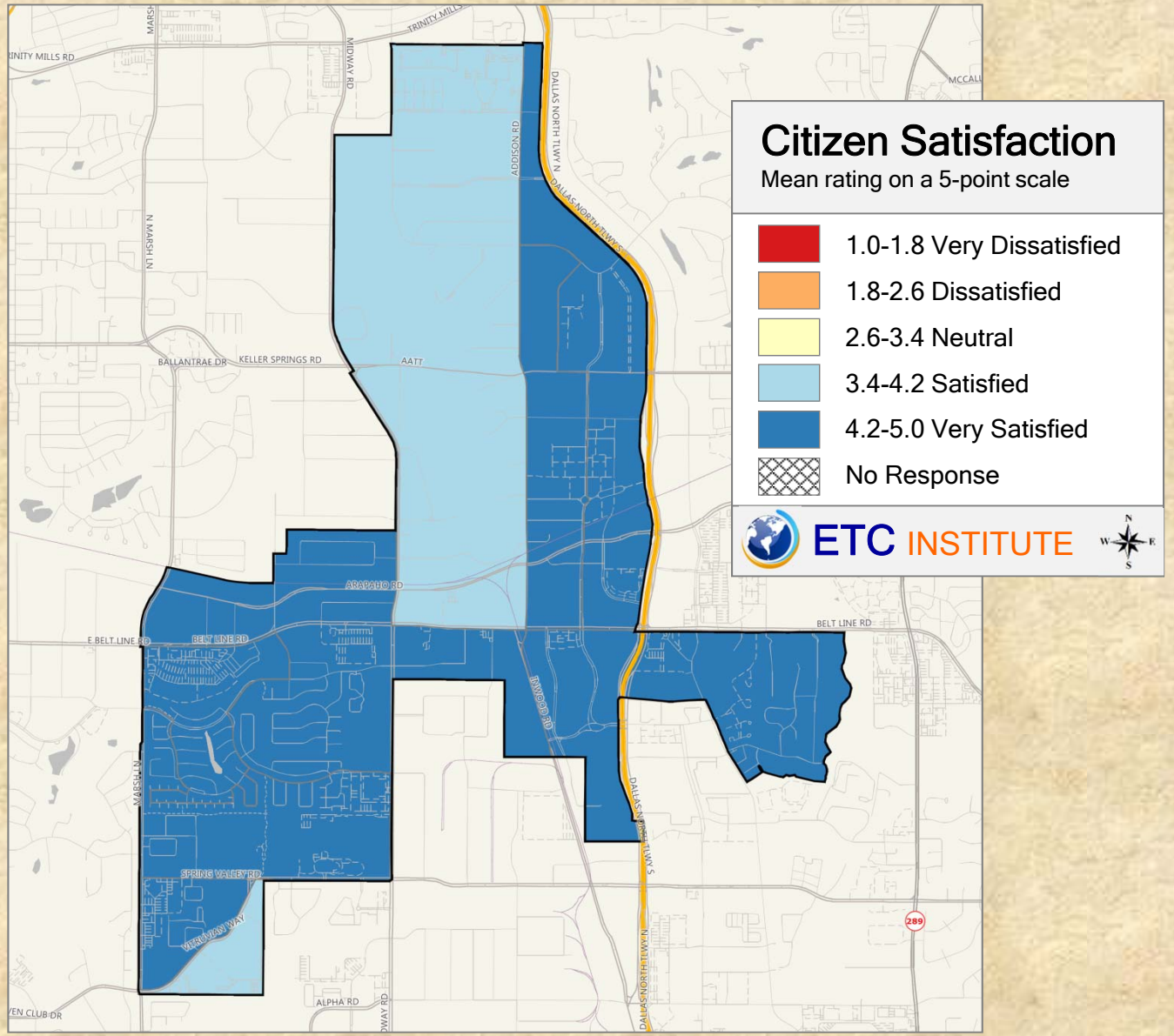
Q1-04 Level of satisfaction with: Overall maintenance of town buildings/facilities



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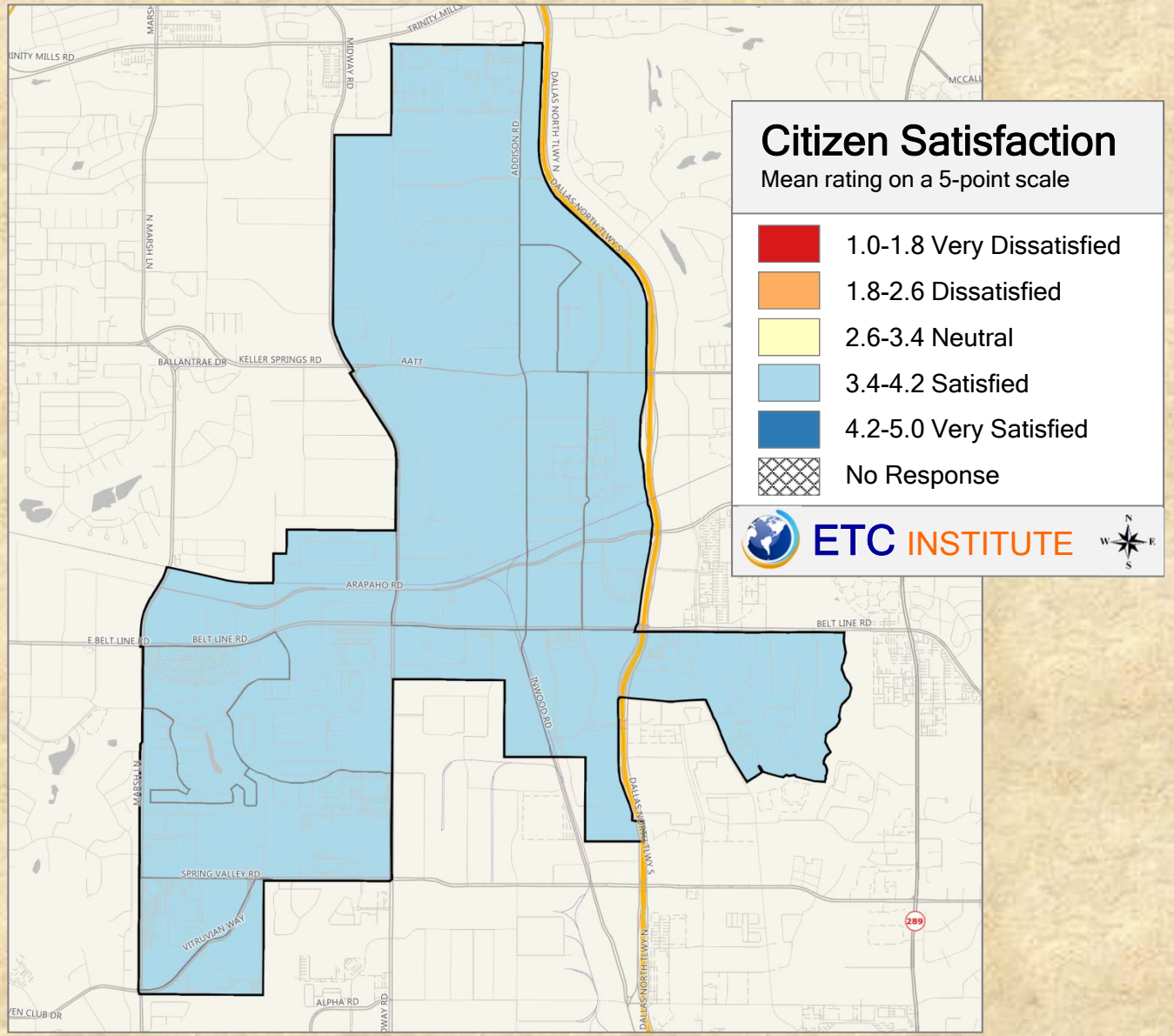
Q1-05 Level of satisfaction with: Overall quality of town water and sewer services



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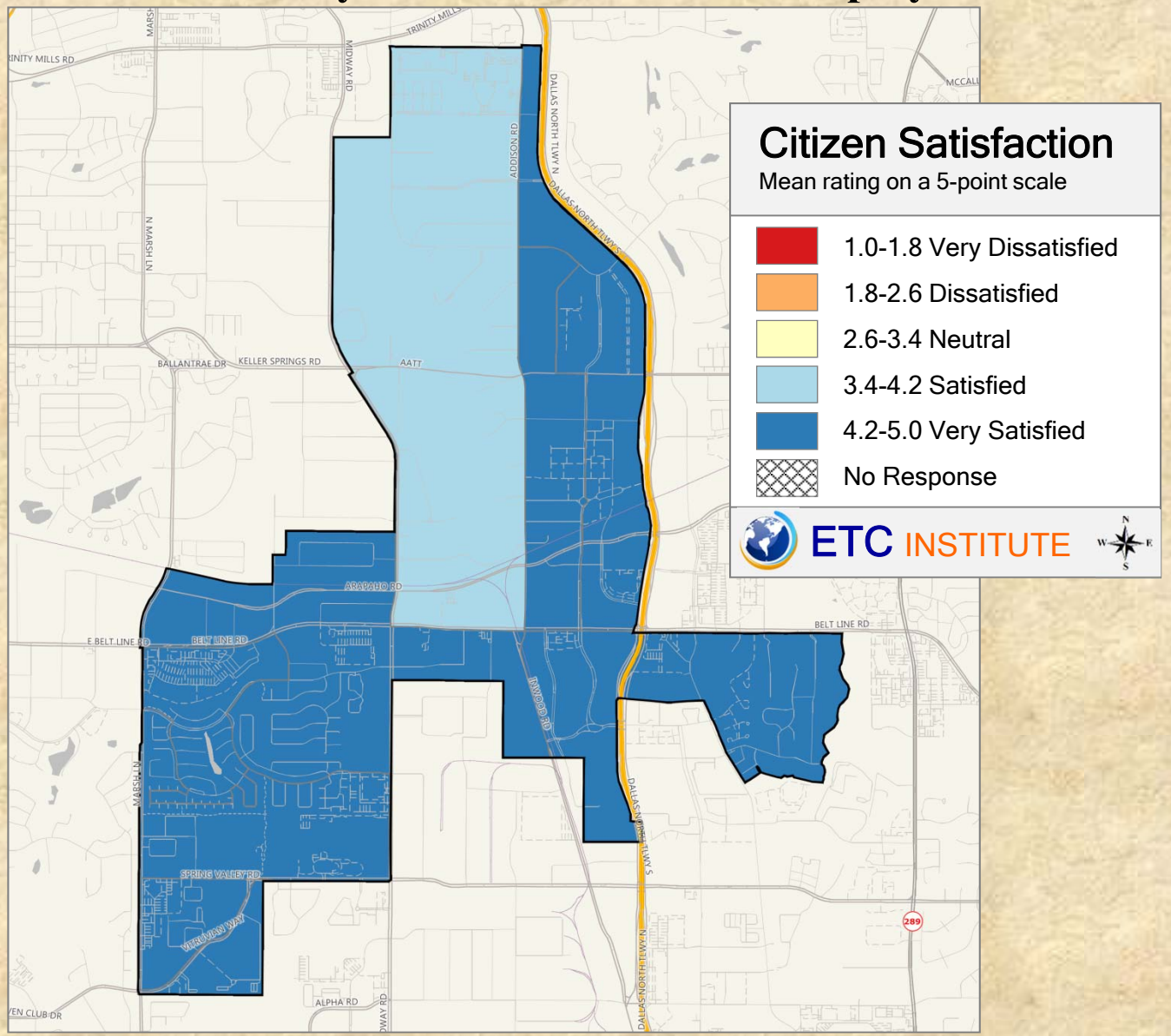
Q1-06 Level of satisfaction with: Overall enforcement of town codes and ordinances



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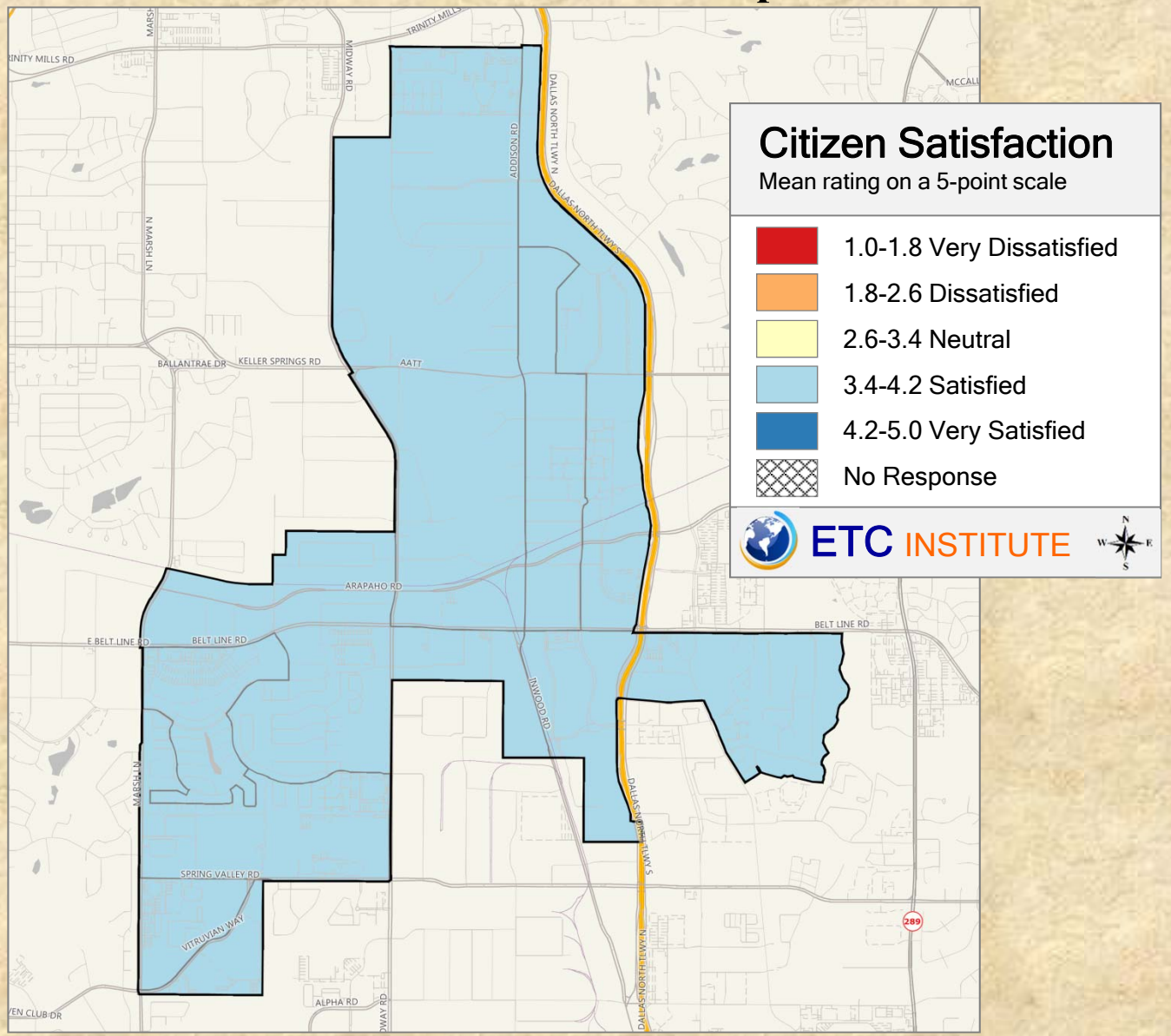
Q1-07 Level of satisfaction with: Overall quality of customer service you receive from town employees



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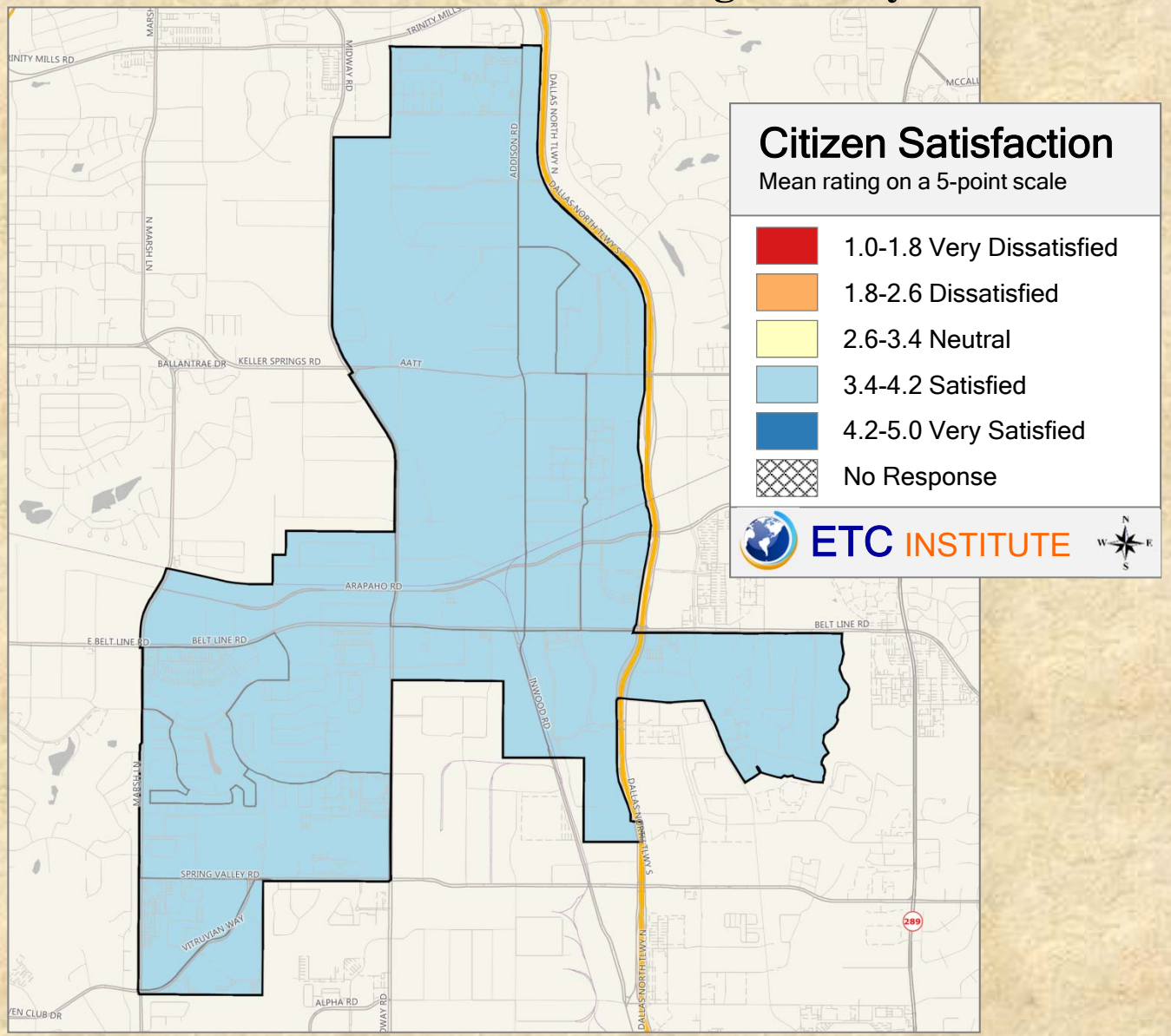
Q1-08 Level of satisfaction with: Overall effectiveness of town communication with the public



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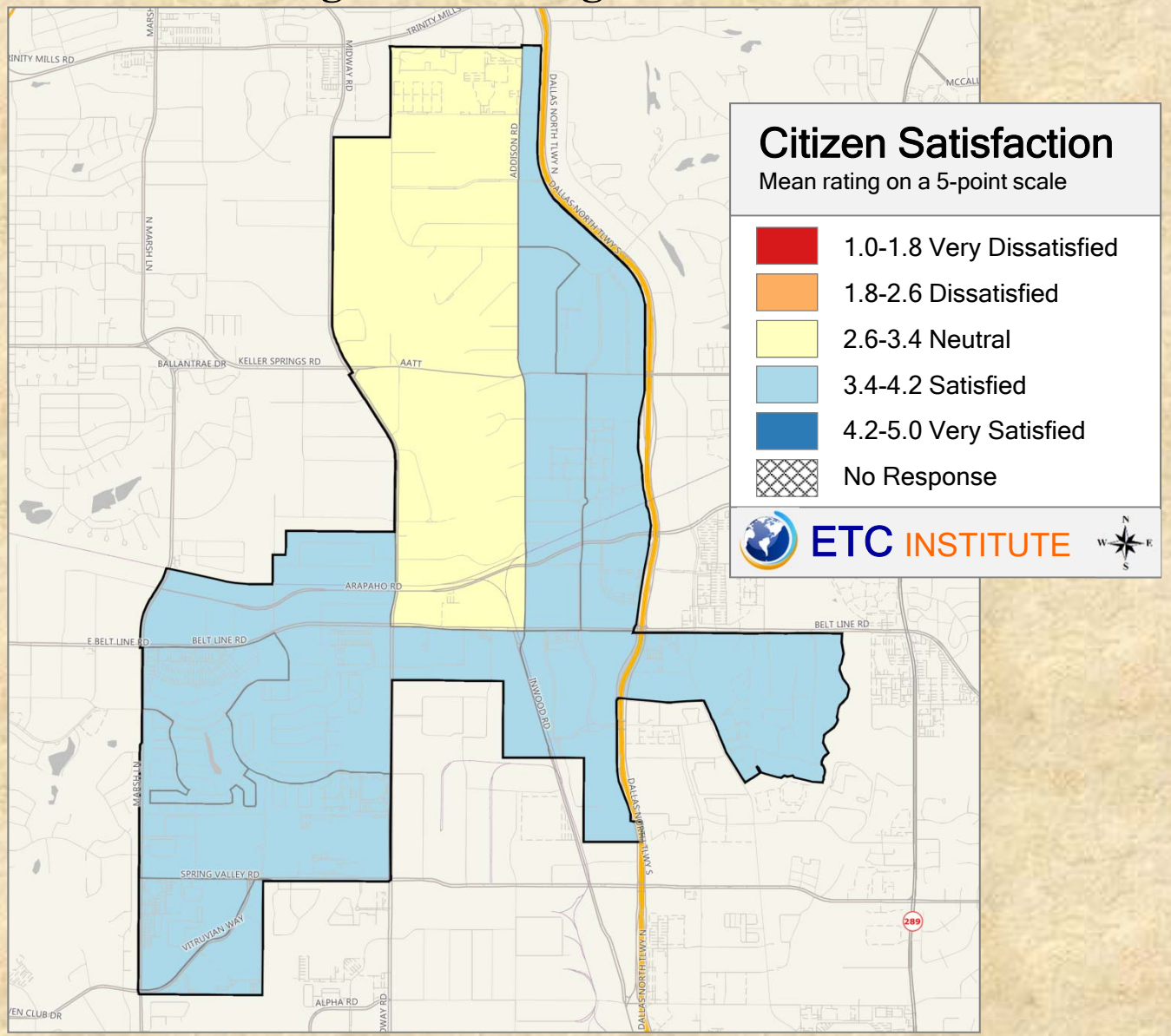
Q1-09 Level of satisfaction with: Overall quality of the town's stormwater runoff/stormwater management system



2018 Town of Addison Citizen Satisfaction Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

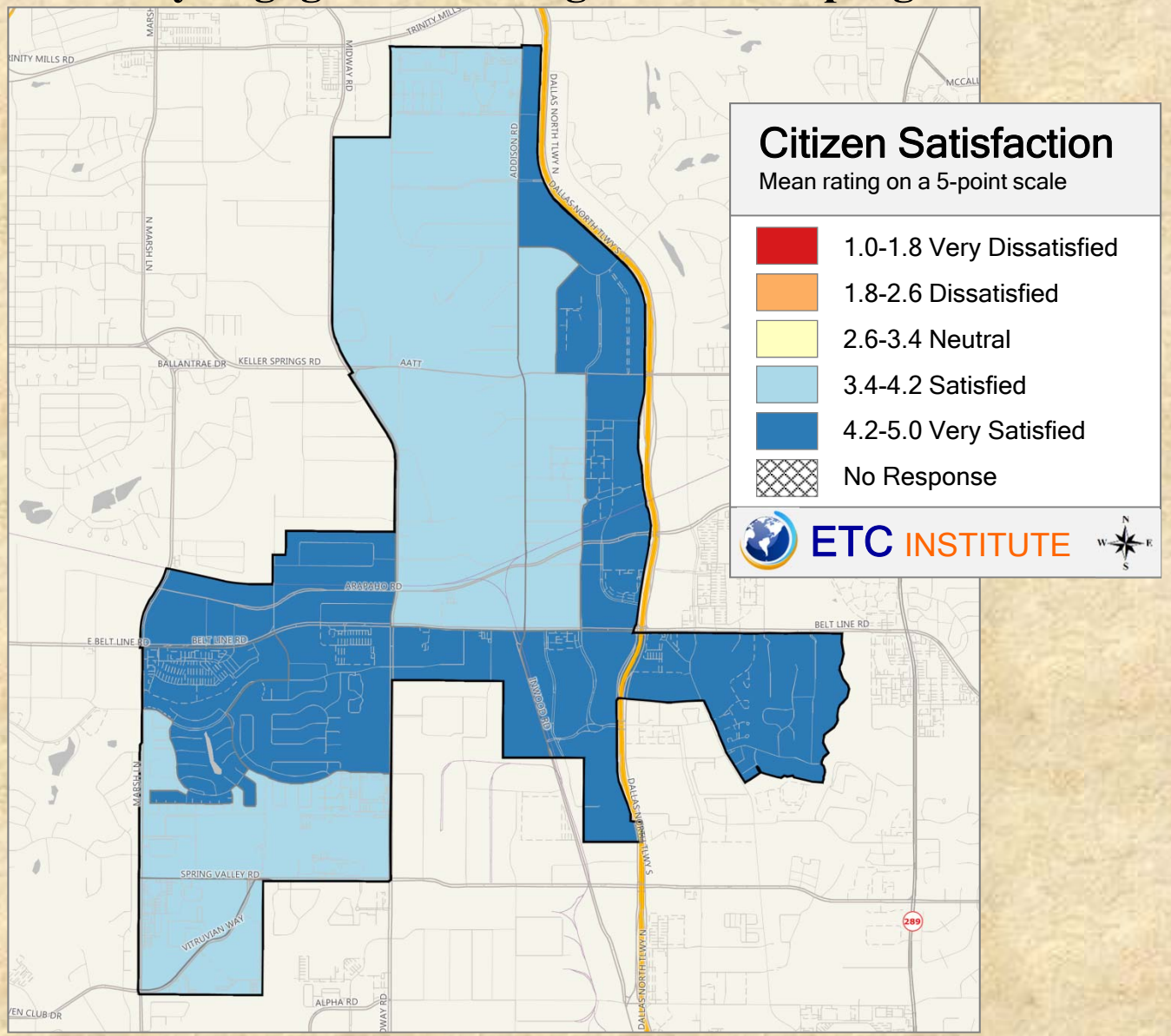
Q1-10 Level of satisfaction with: Overall flow of traffic and congestion management in the town



2018 Town of Addison Citizen Satisfaction Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

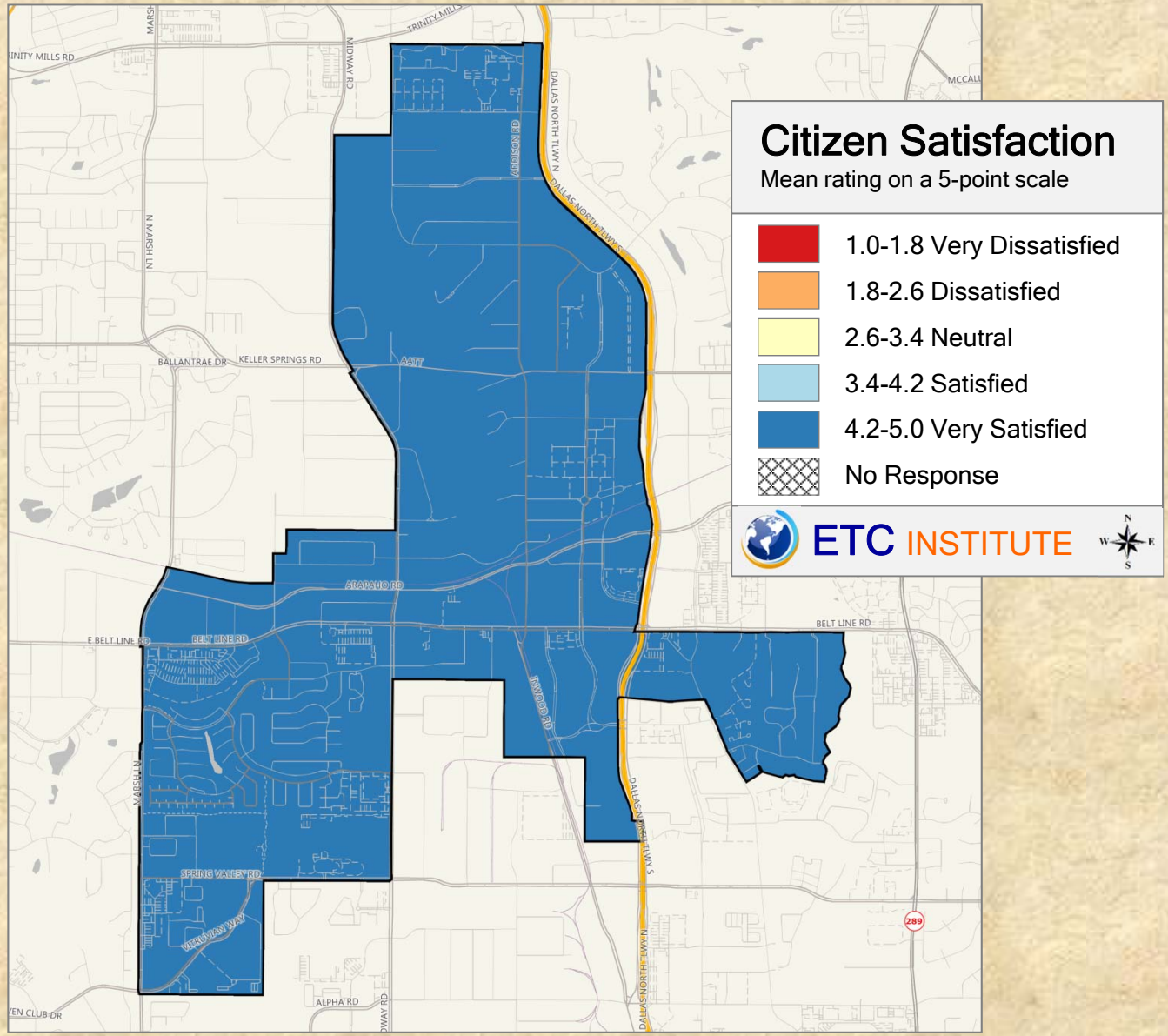
Q1-11 Level of satisfaction with: Opportunities for community engagement through volunteer programs



2018 Town of Addison Citizen Satisfaction Survey

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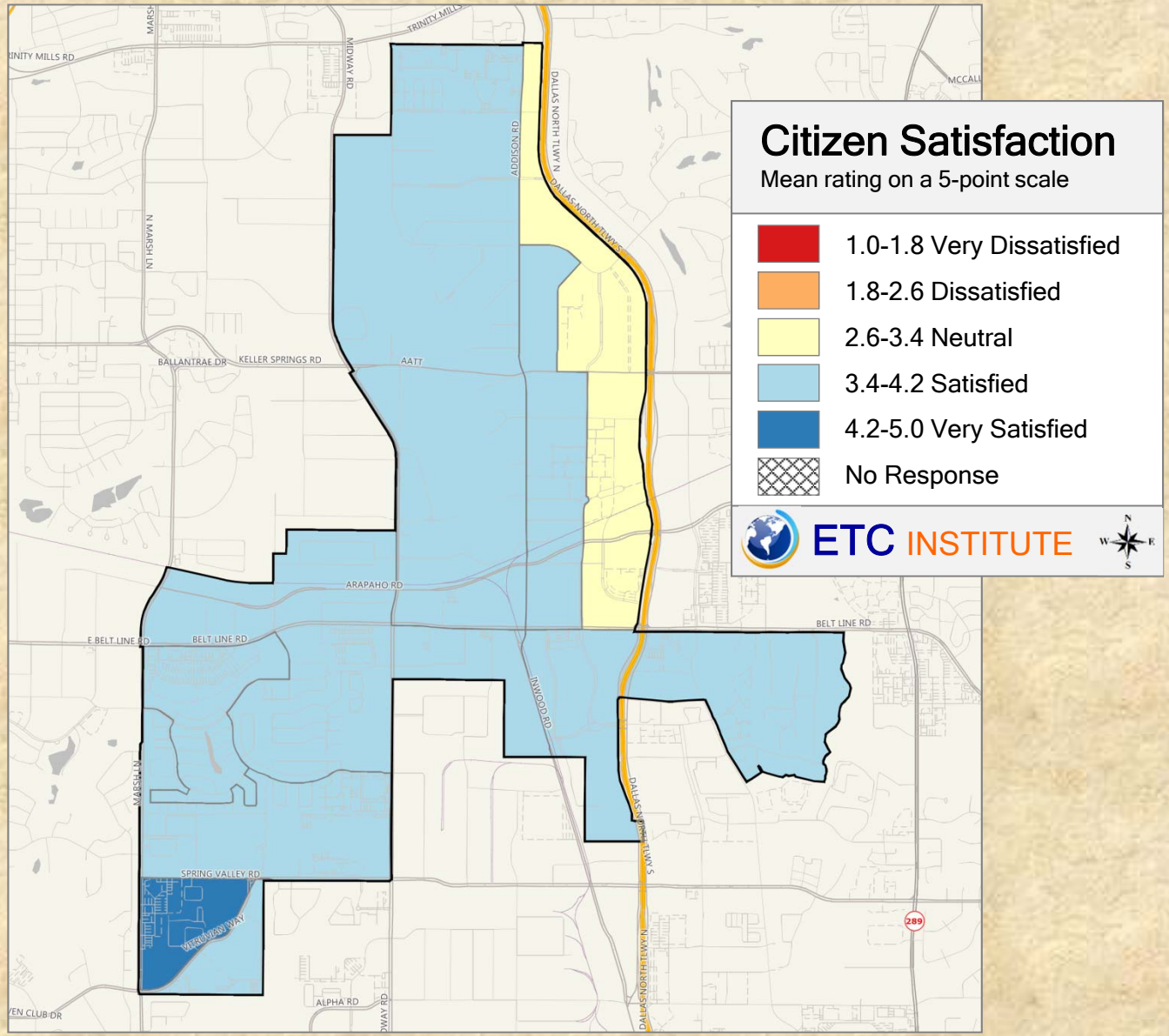
Q3-01 Level of satisfaction with: Addison as a place to live



2018 Town of Addison Citizen Satisfaction Survey

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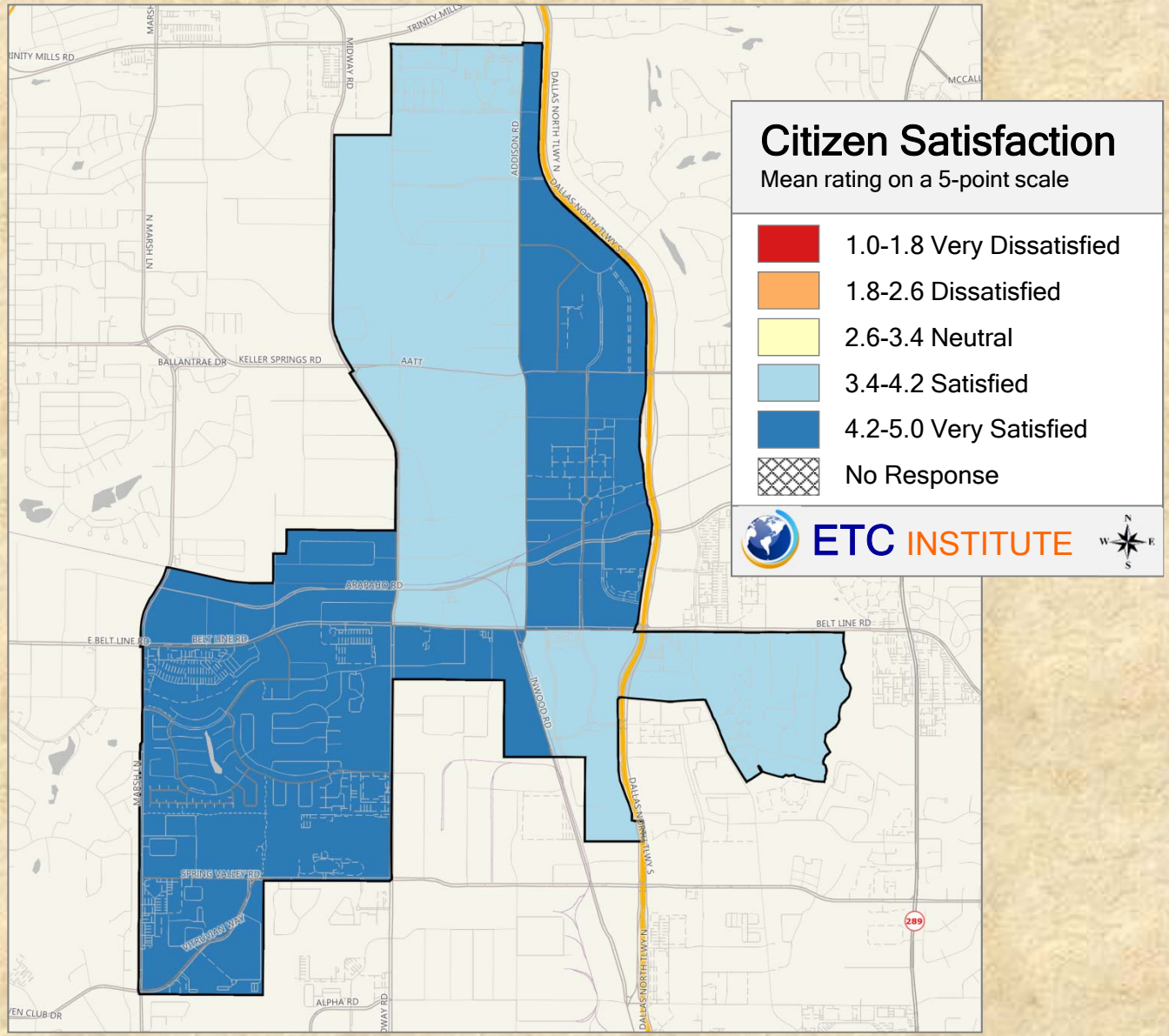
Q3-02 Level of satisfaction with: Addison as a place to raise children



2018 Town of Addison Citizen Satisfaction Survey

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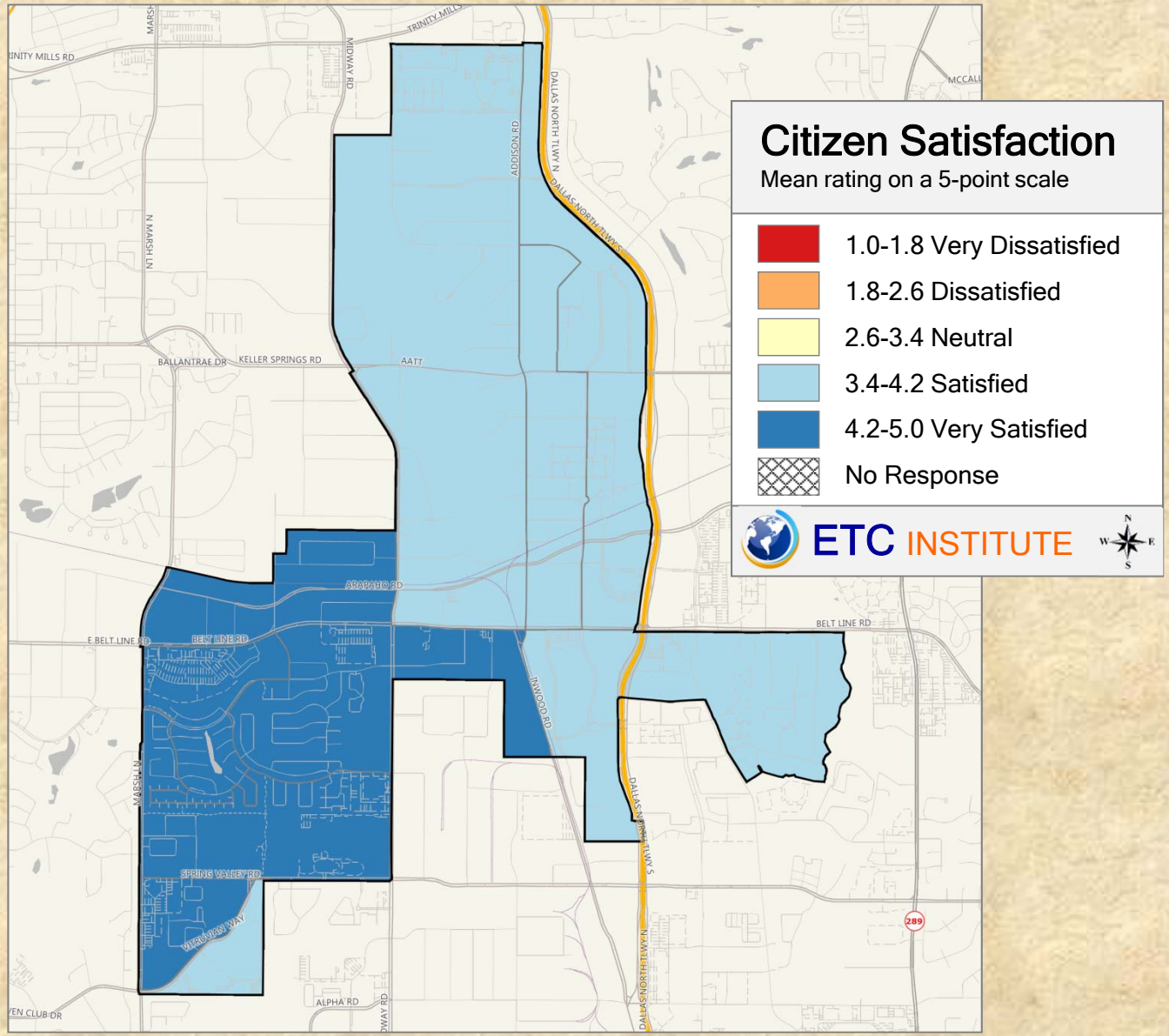
Q3-03 Level of satisfaction with: Addison as a place to work



2018 Town of Addison Citizen Satisfaction Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

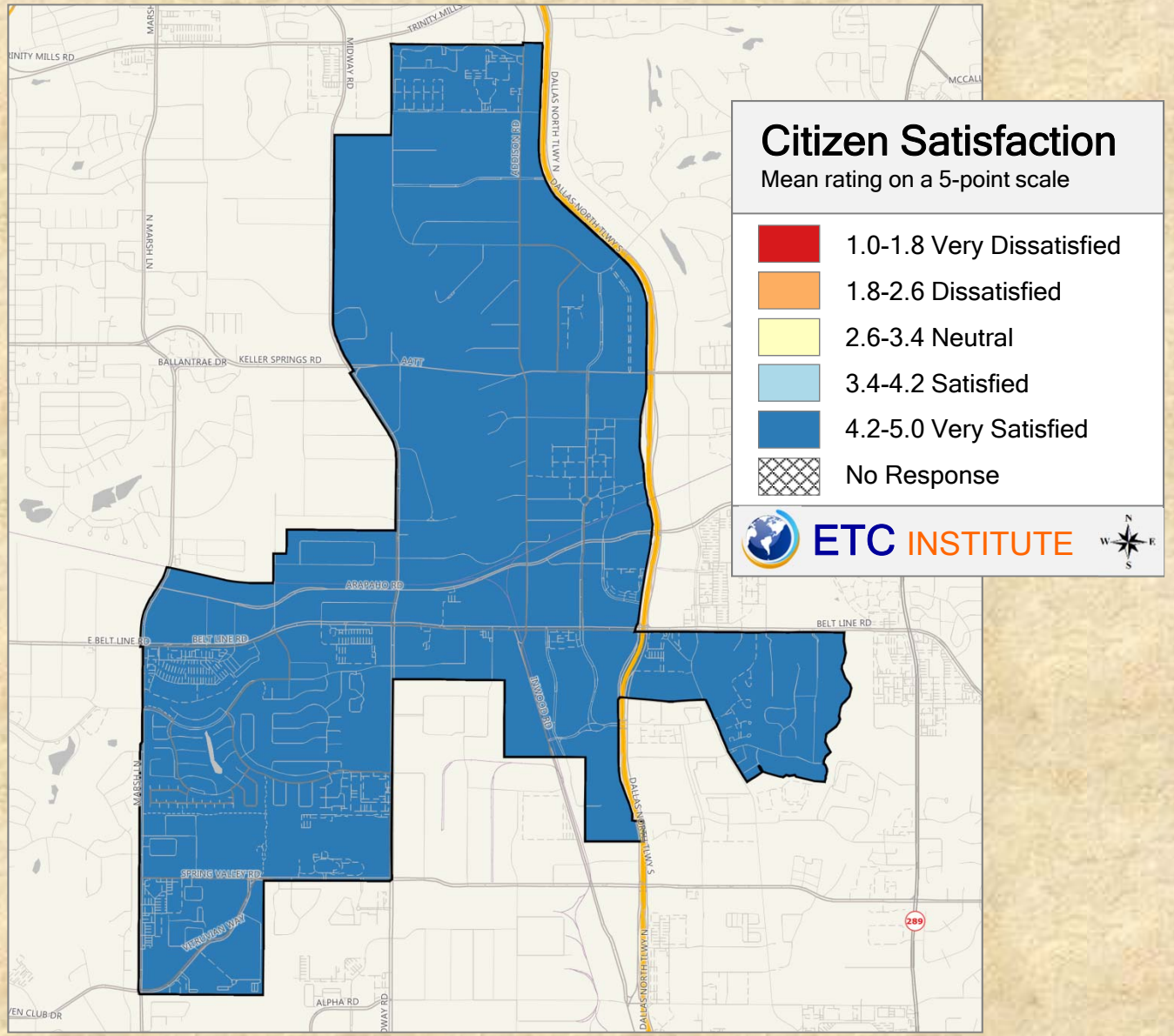
Q3-04 Level of satisfaction with: Addison as a place to retire



2018 Town of Addison Citizen Satisfaction Survey

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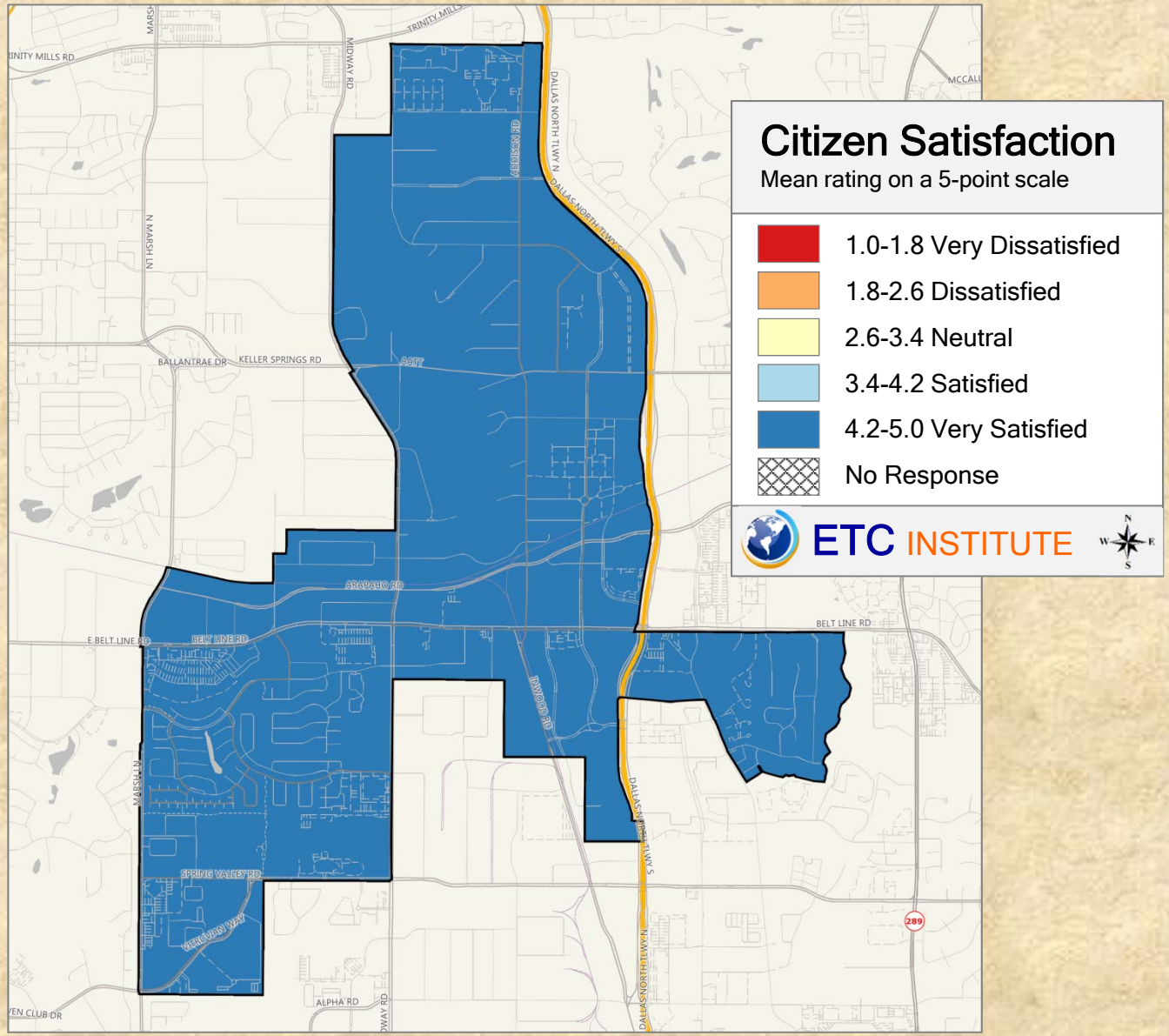
Q3-05 Level of satisfaction with: Overall image of Addison



2018 Town of Addison Citizen Satisfaction Survey

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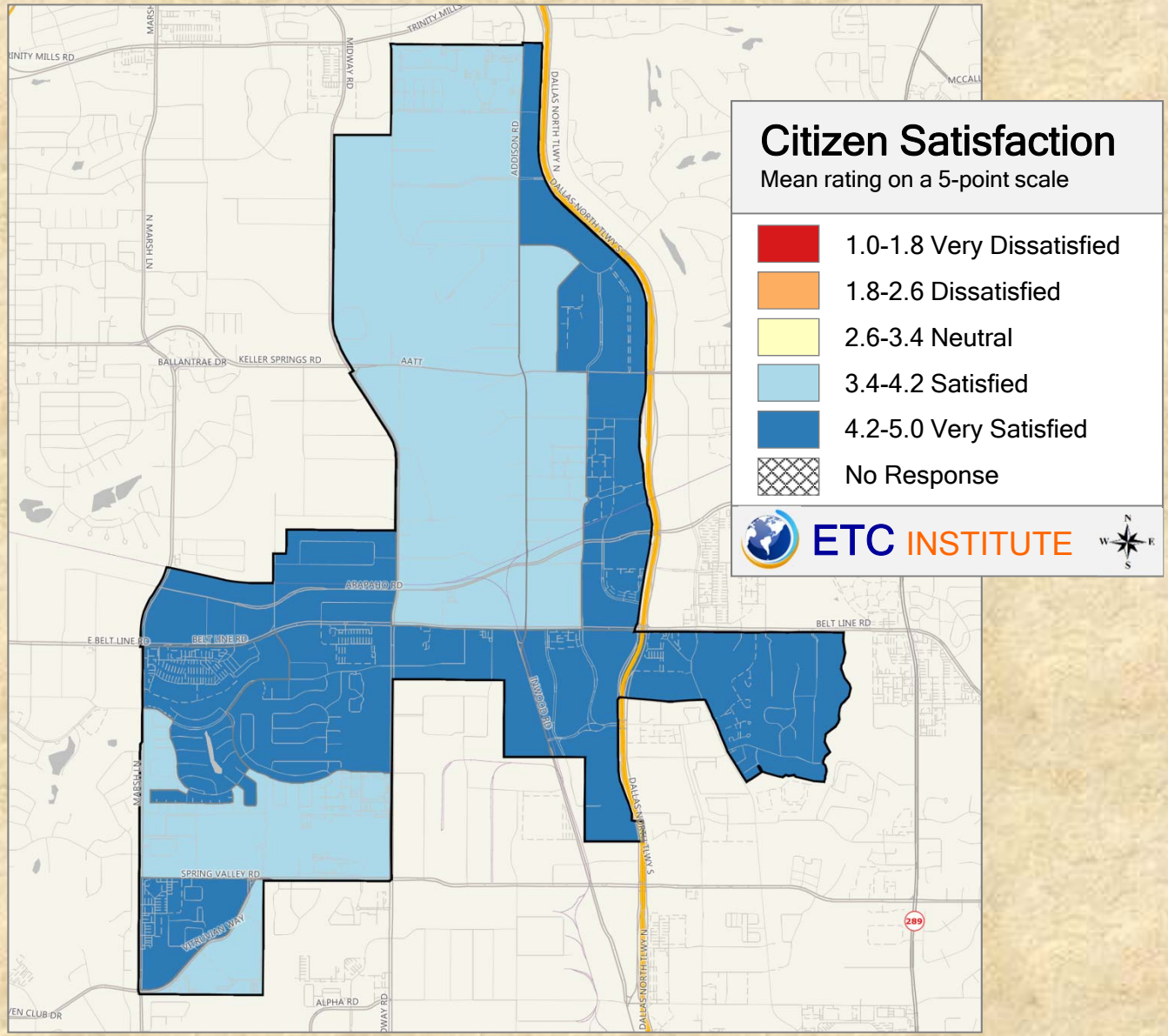
Q3-06 Level of satisfaction with: Overall quality of life in Addison



2018 Town of Addison Citizen Satisfaction Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

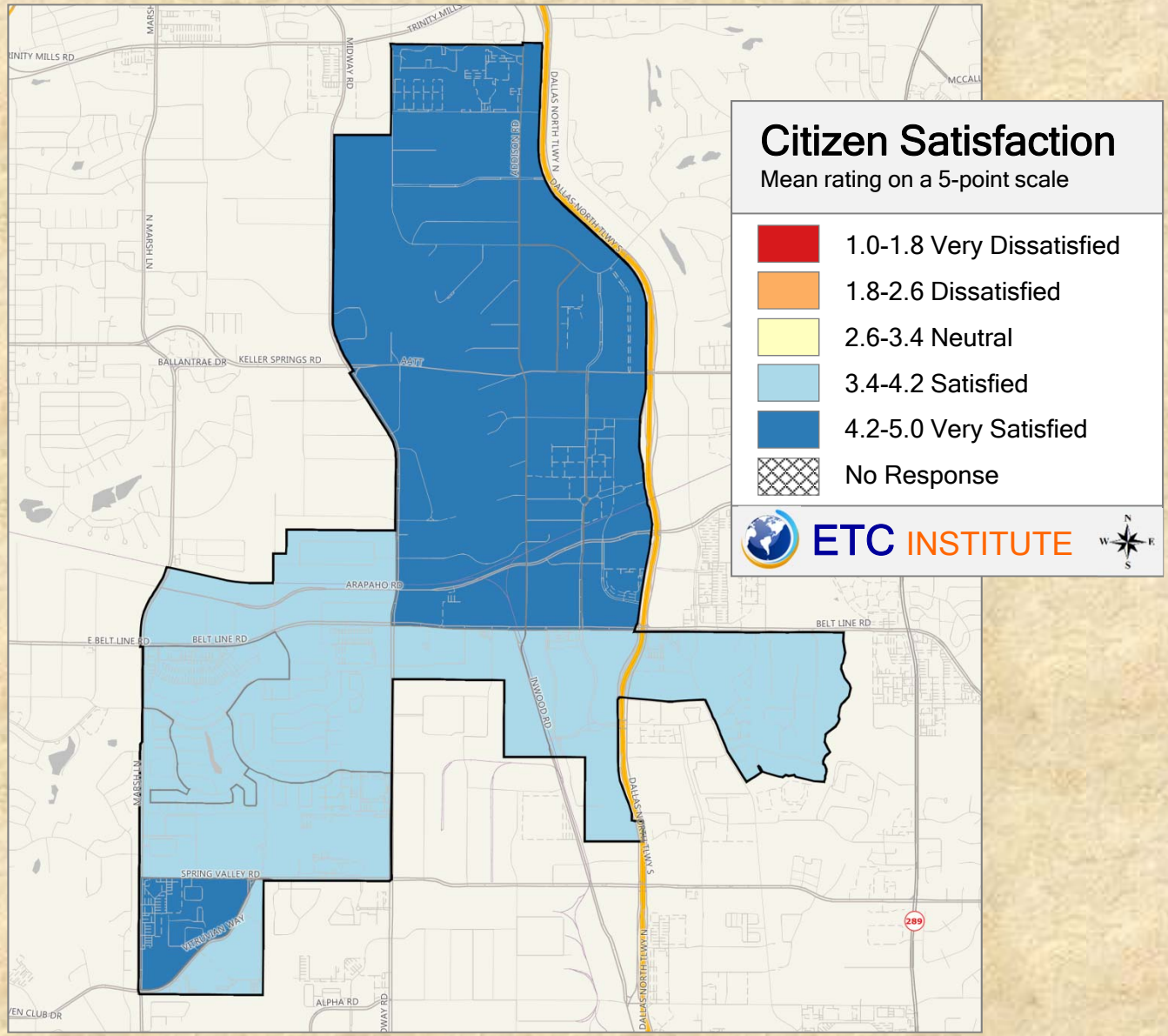
Q3-07 Level of satisfaction with: Overall quality of local government services



2018 Town of Addison Citizen Satisfaction Survey

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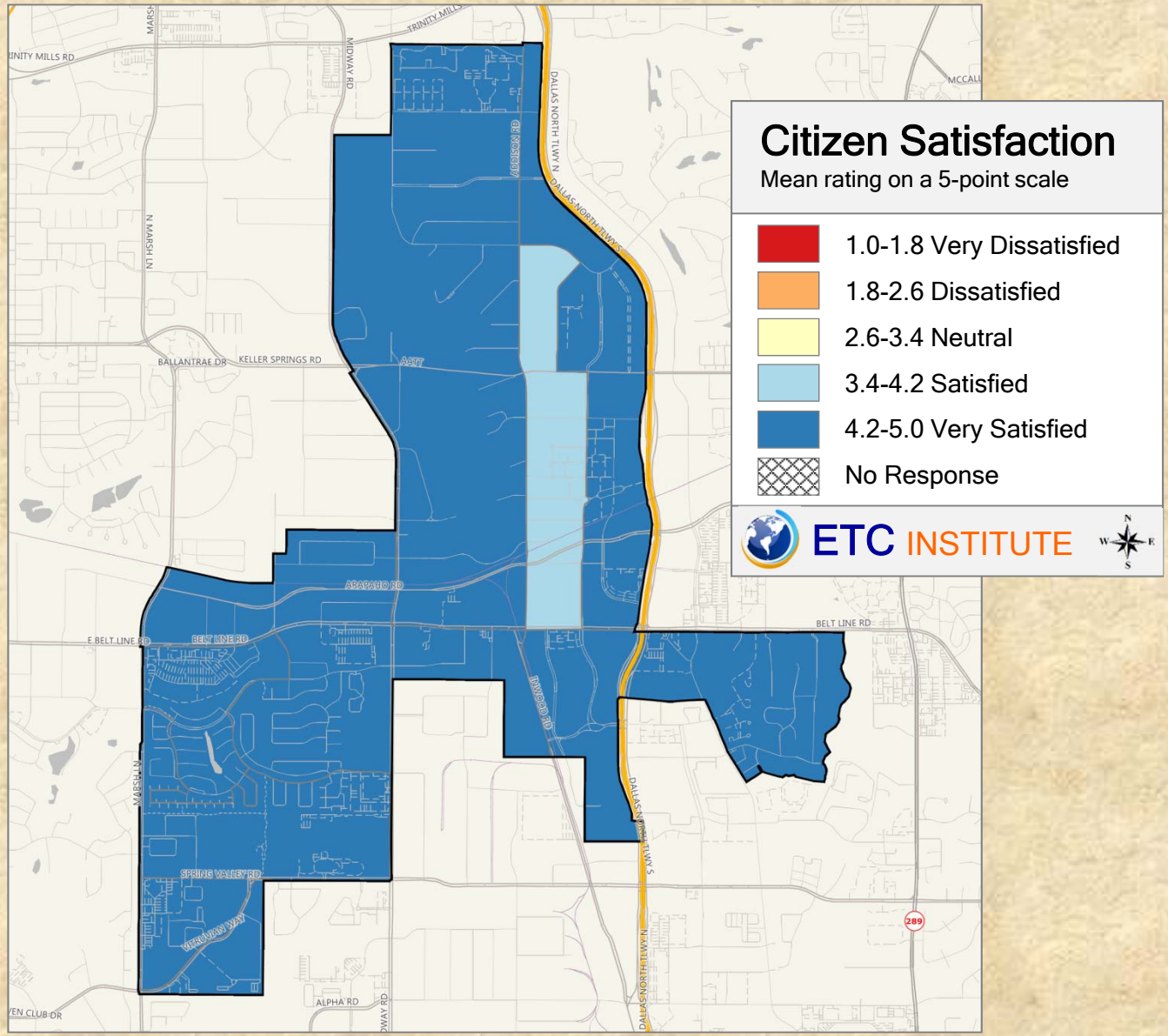
Q3-08 Level of satisfaction with: Addison as an entertainment destination



2018 Town of Addison Citizen Satisfaction Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

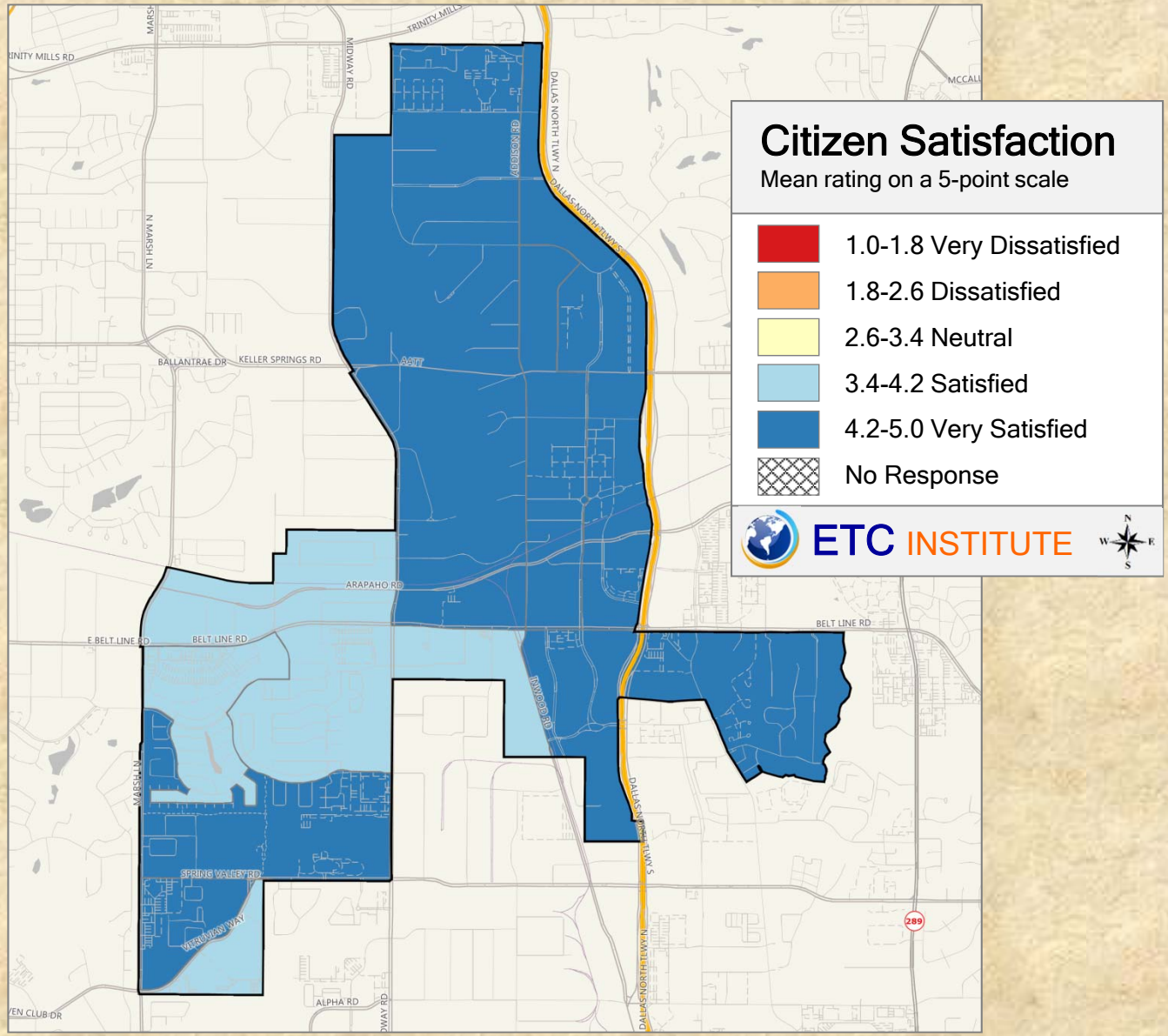
Q3-09 Level of satisfaction with: Overall quality of event programming



2018 Town of Addison Citizen Satisfaction Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

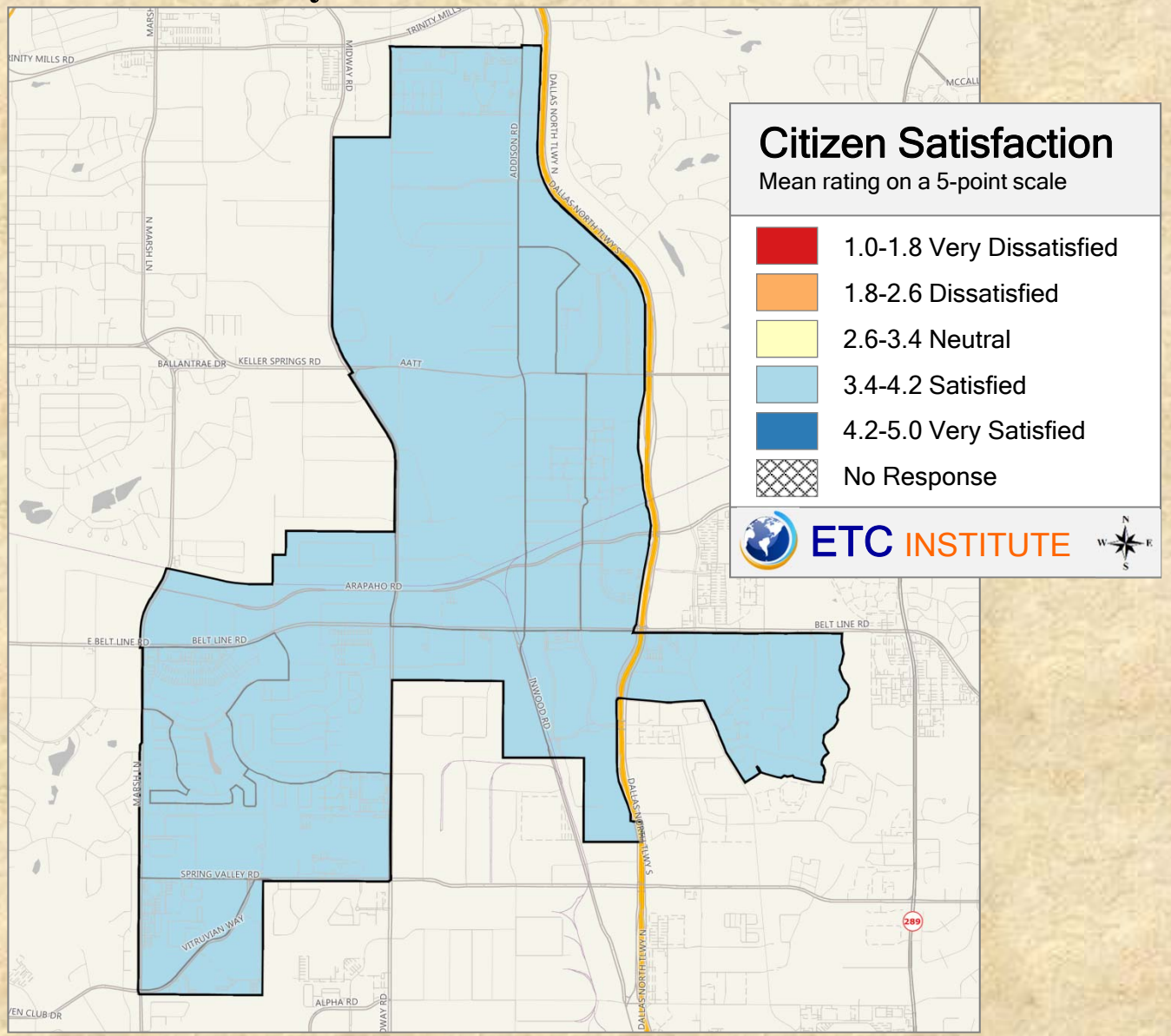
Q3-10 Level of satisfaction with: Overall appearance of Addison



2018 Town of Addison Citizen Satisfaction Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

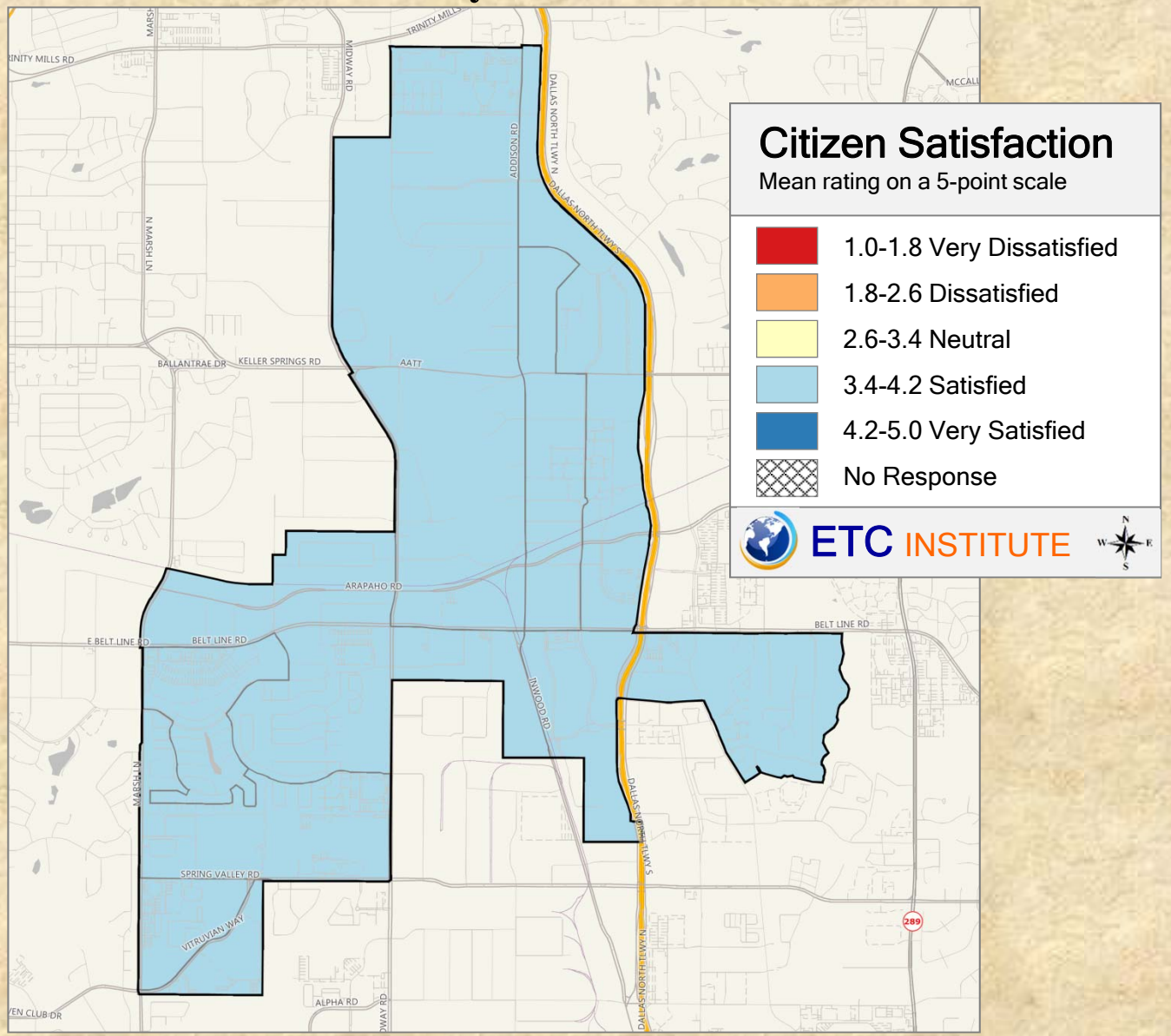
Q3-11 Level of satisfaction with: Overall value you receive for your local tax dollars and fees



2018 Town of Addison Citizen Satisfaction Survey

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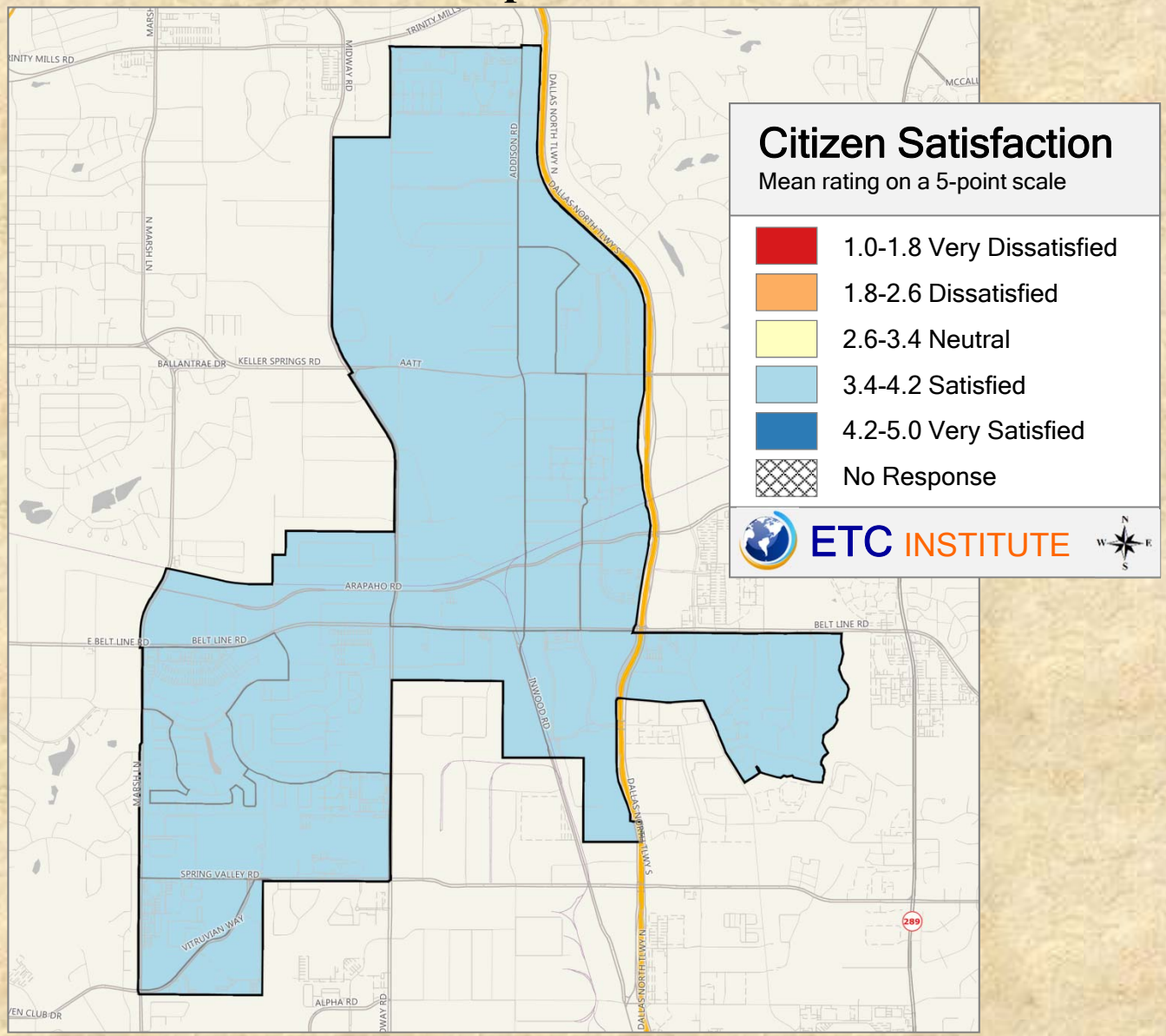
Q3-12 Level of satisfaction with: Overall trust level in town staff to wisely use town resources



2018 Town of Addison Citizen Satisfaction Survey

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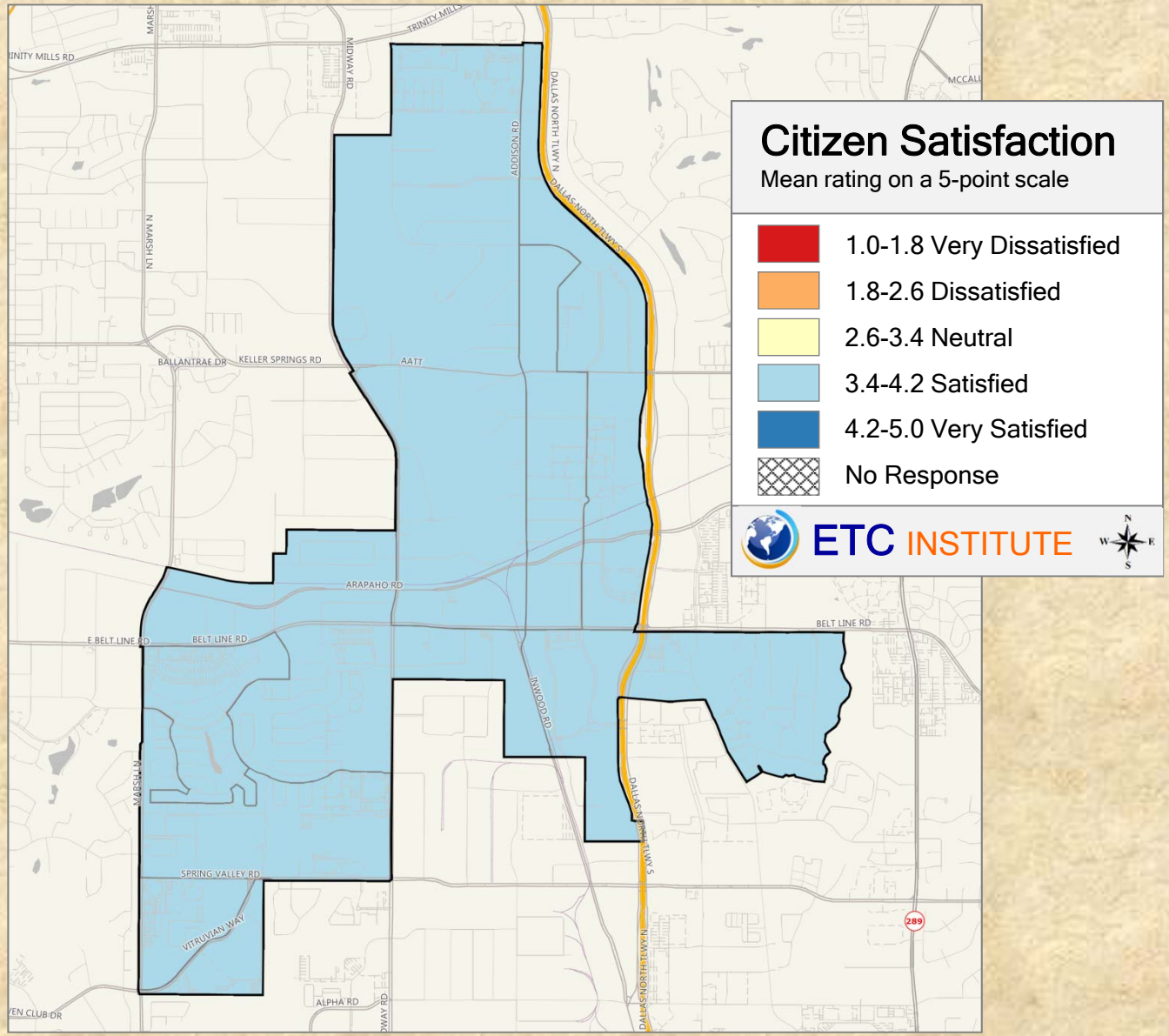
Q3-13 Level of satisfaction with: Overall Level of satisfaction of the town's stewardship of financial resources



2018 Town of Addison Citizen Satisfaction Survey

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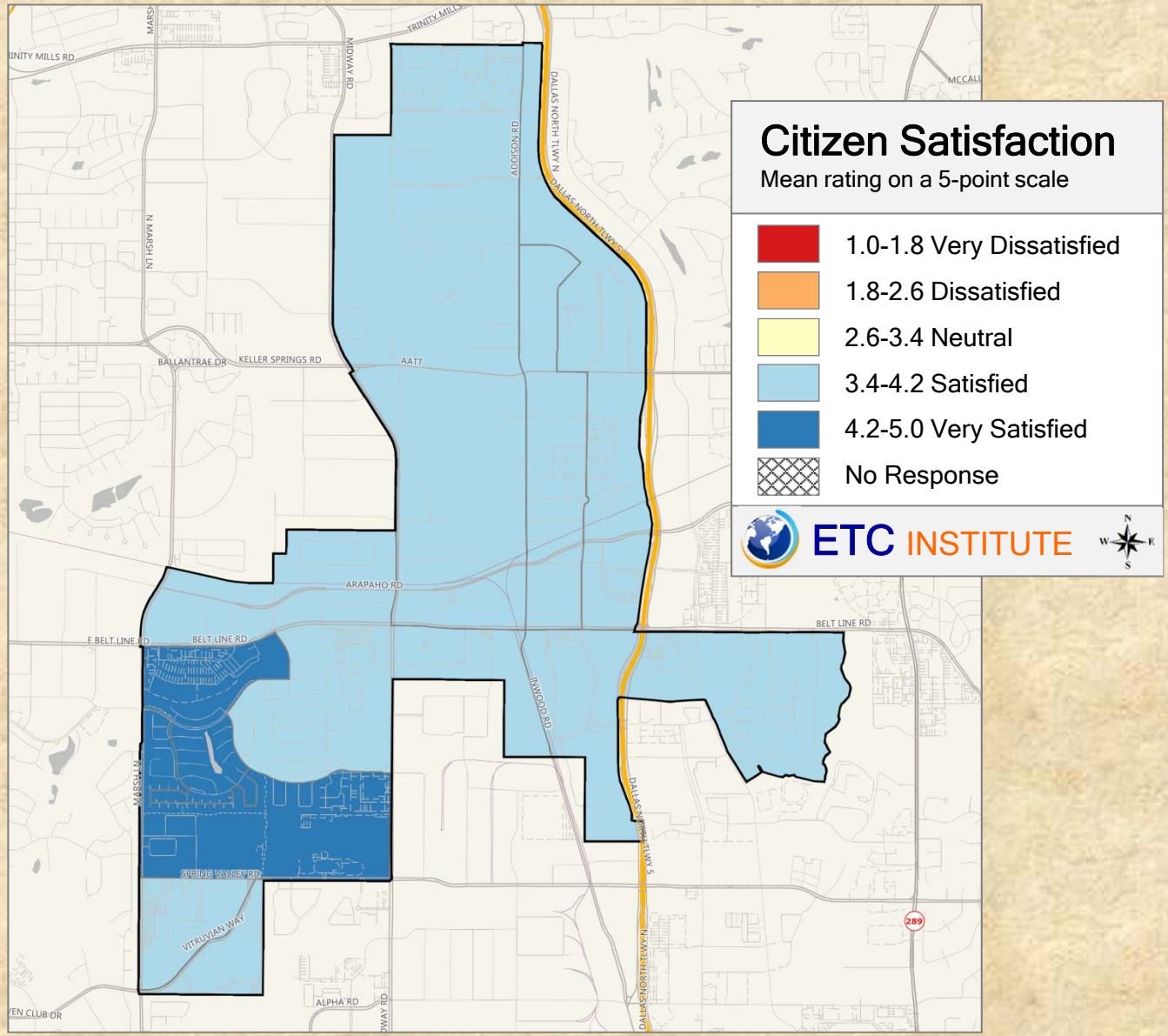
Q4-01 Level of satisfaction with: Condition of major town streets



2018 Town of Addison Citizen Satisfaction Survey

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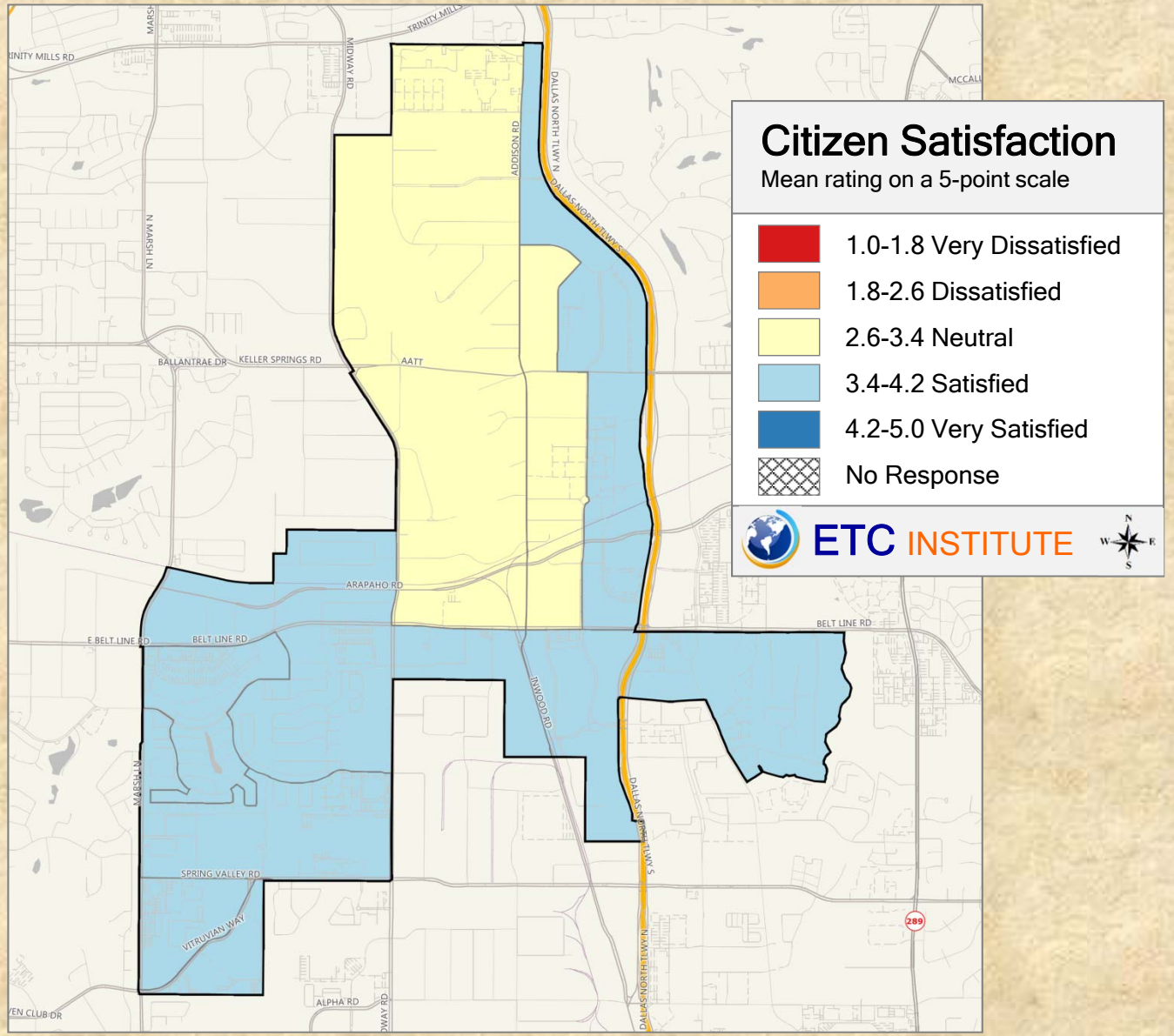
Q4-02 Level of satisfaction with: Condition of streets in your neighborhood



2018 Town of Addison Citizen Satisfaction Survey

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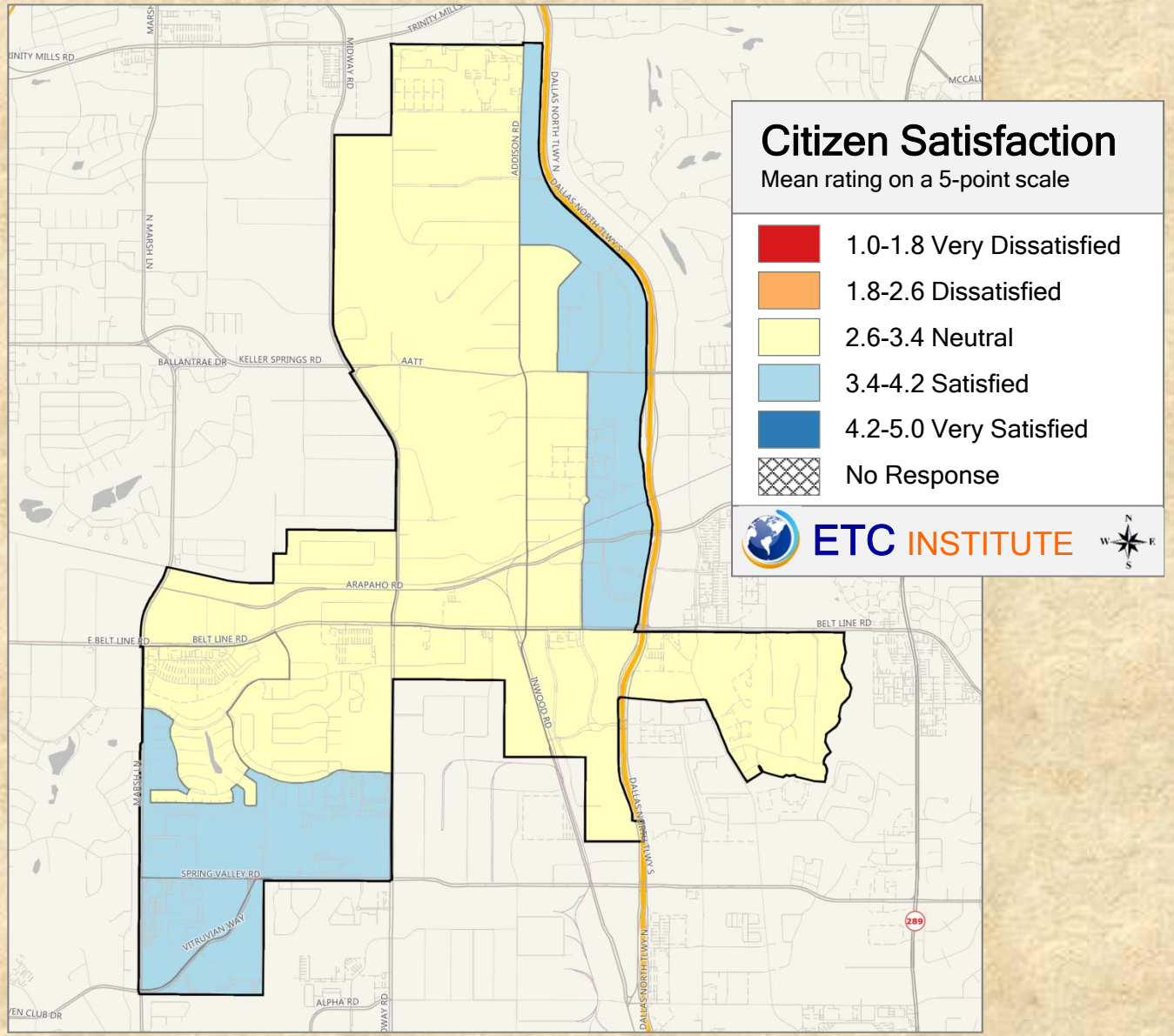
Q4-03 Level of satisfaction with: Timing of traffic signals on town streets



2018 Town of Addison Citizen Satisfaction Survey

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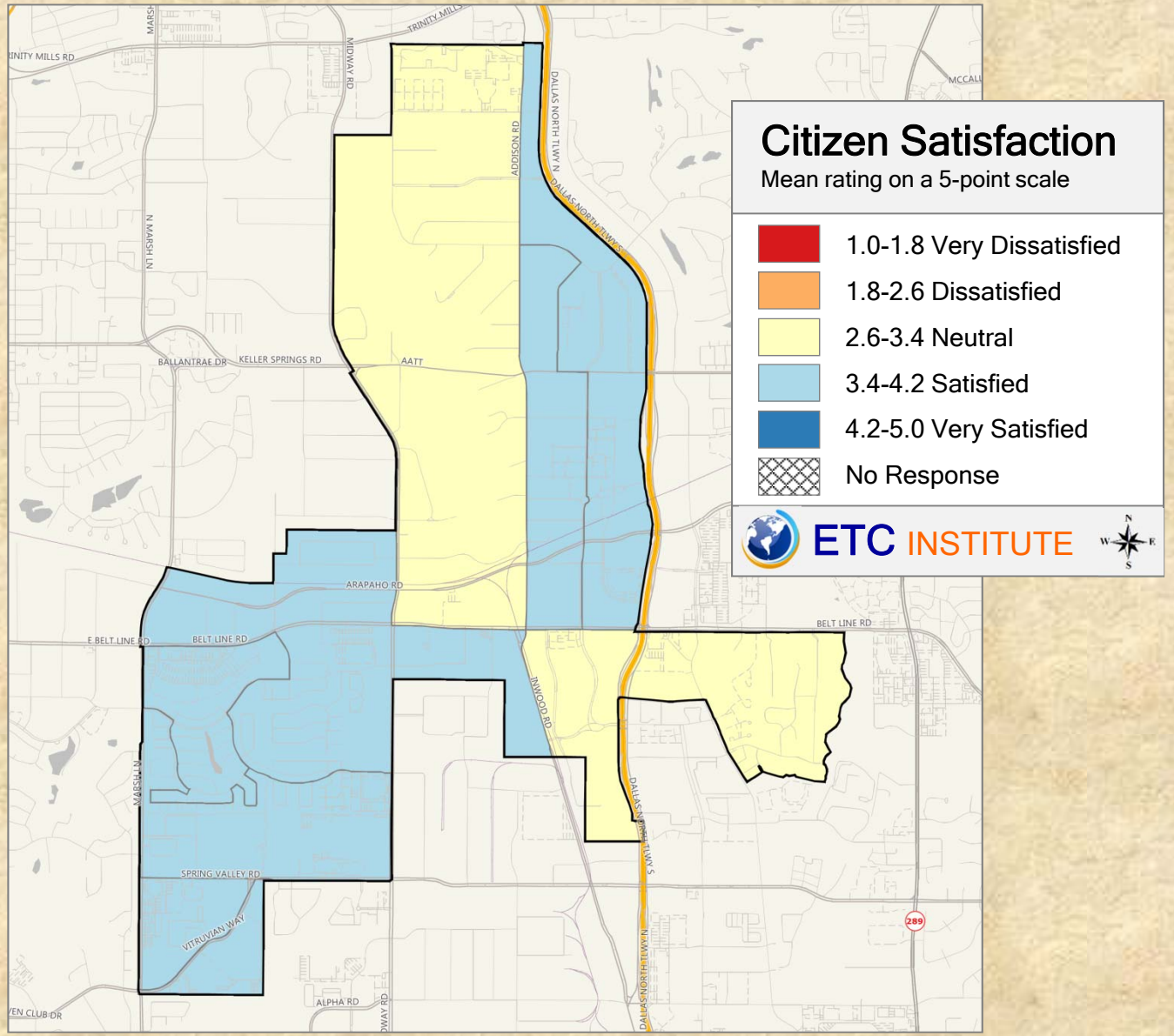
Q4-04 Level of satisfaction with: Traffic flow on major town streets



2018 Town of Addison Citizen Satisfaction Survey

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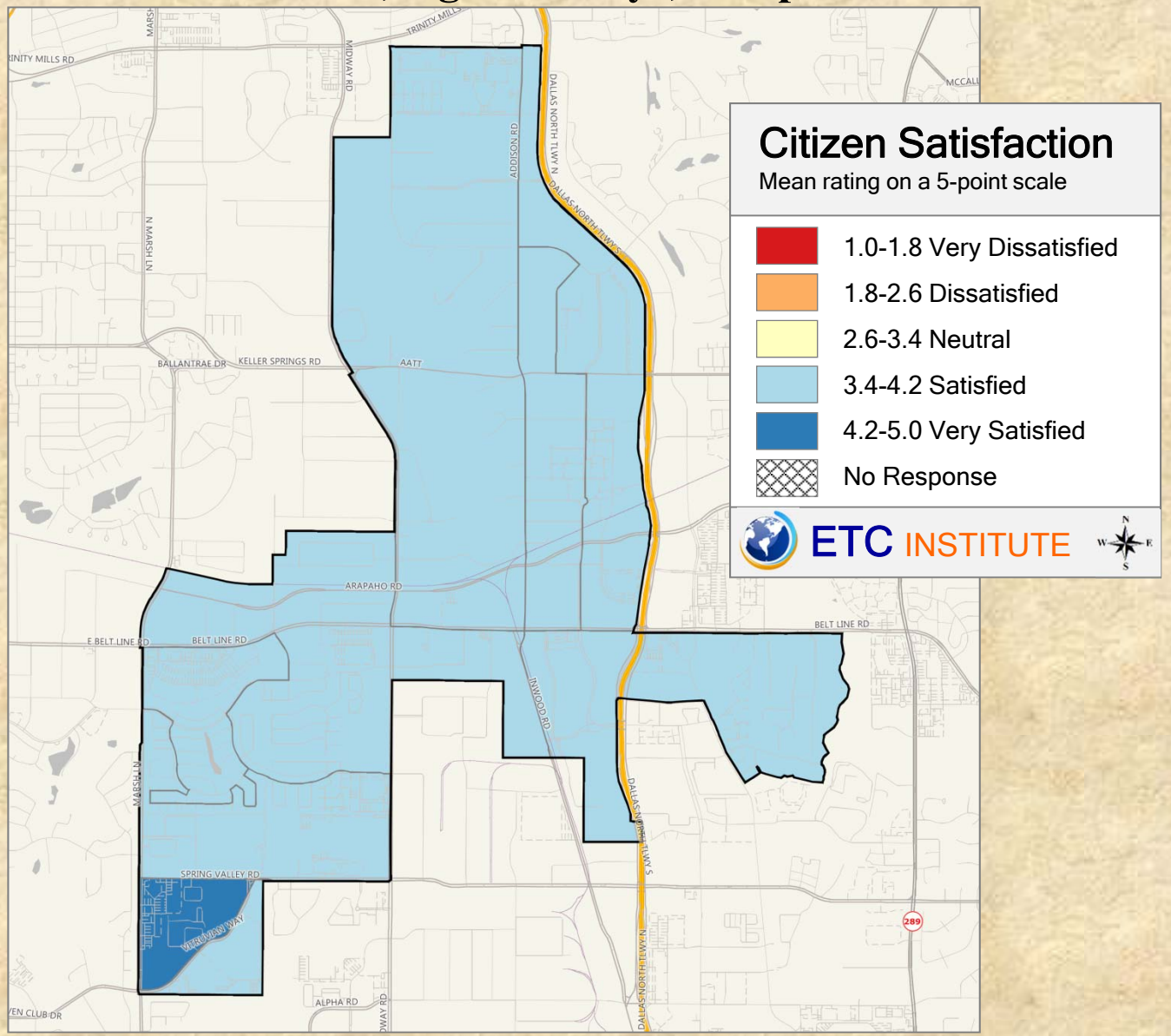
Q4-05 Level of satisfaction with: Pedestrian accessibility



2018 Town of Addison Citizen Satisfaction Survey

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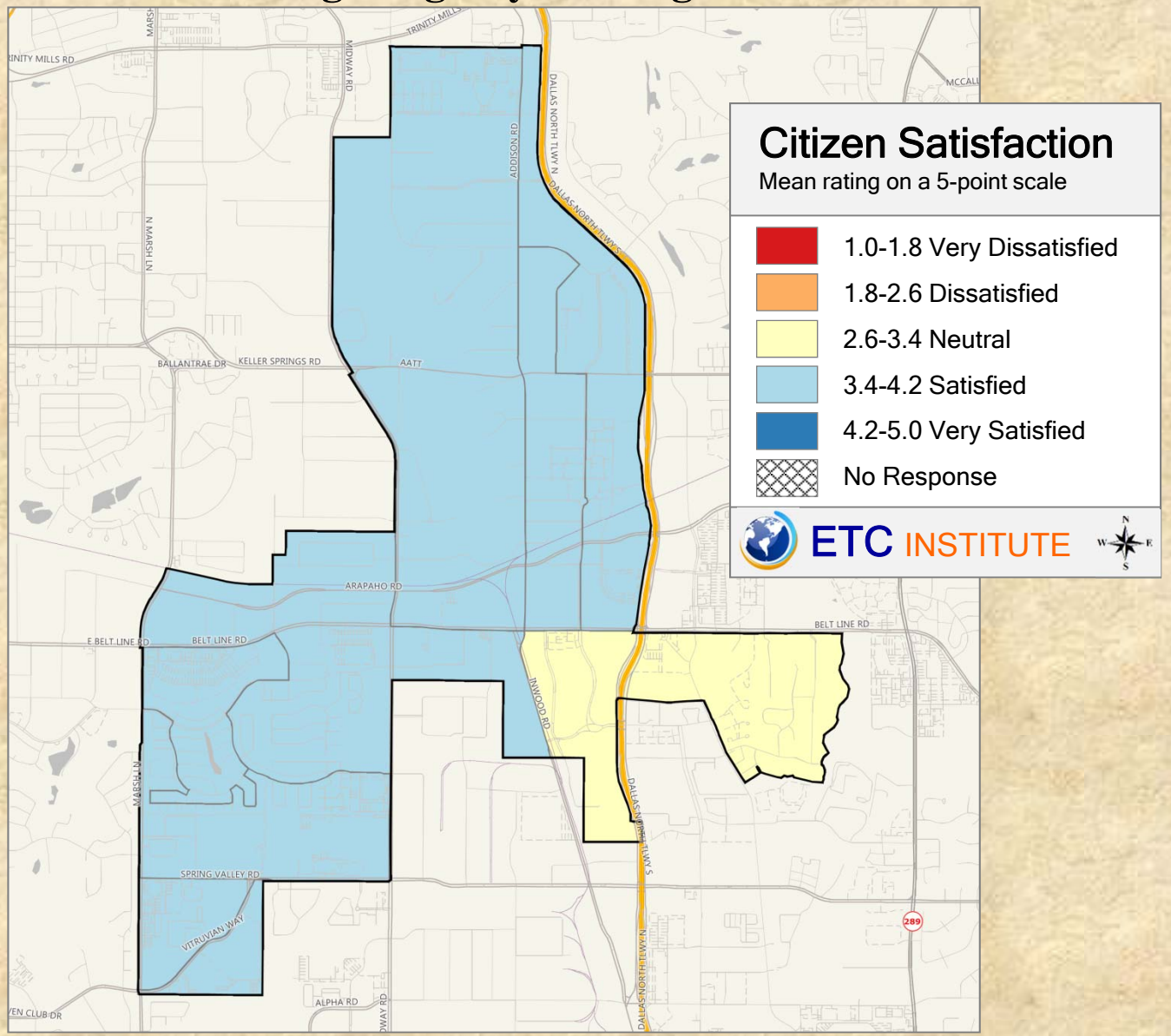
Q4-06 Level of satisfaction with: Appearance and condition of medians, right-of-ways, and public areas



2018 Town of Addison Citizen Satisfaction Survey

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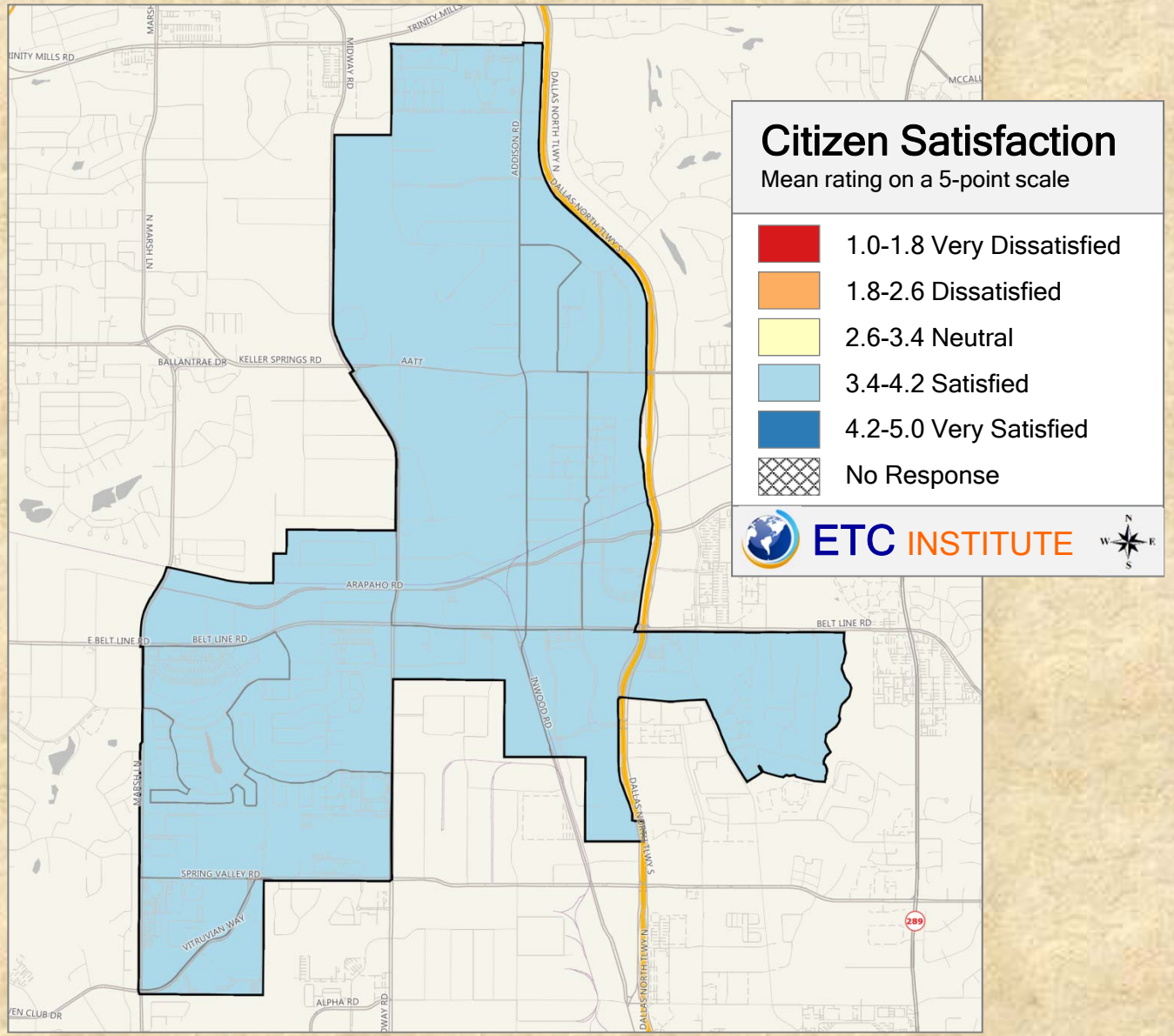
Q4-07 Level of satisfaction with: Adequacy of the street lighting in your neighborhood



2018 Town of Addison Citizen Satisfaction Survey

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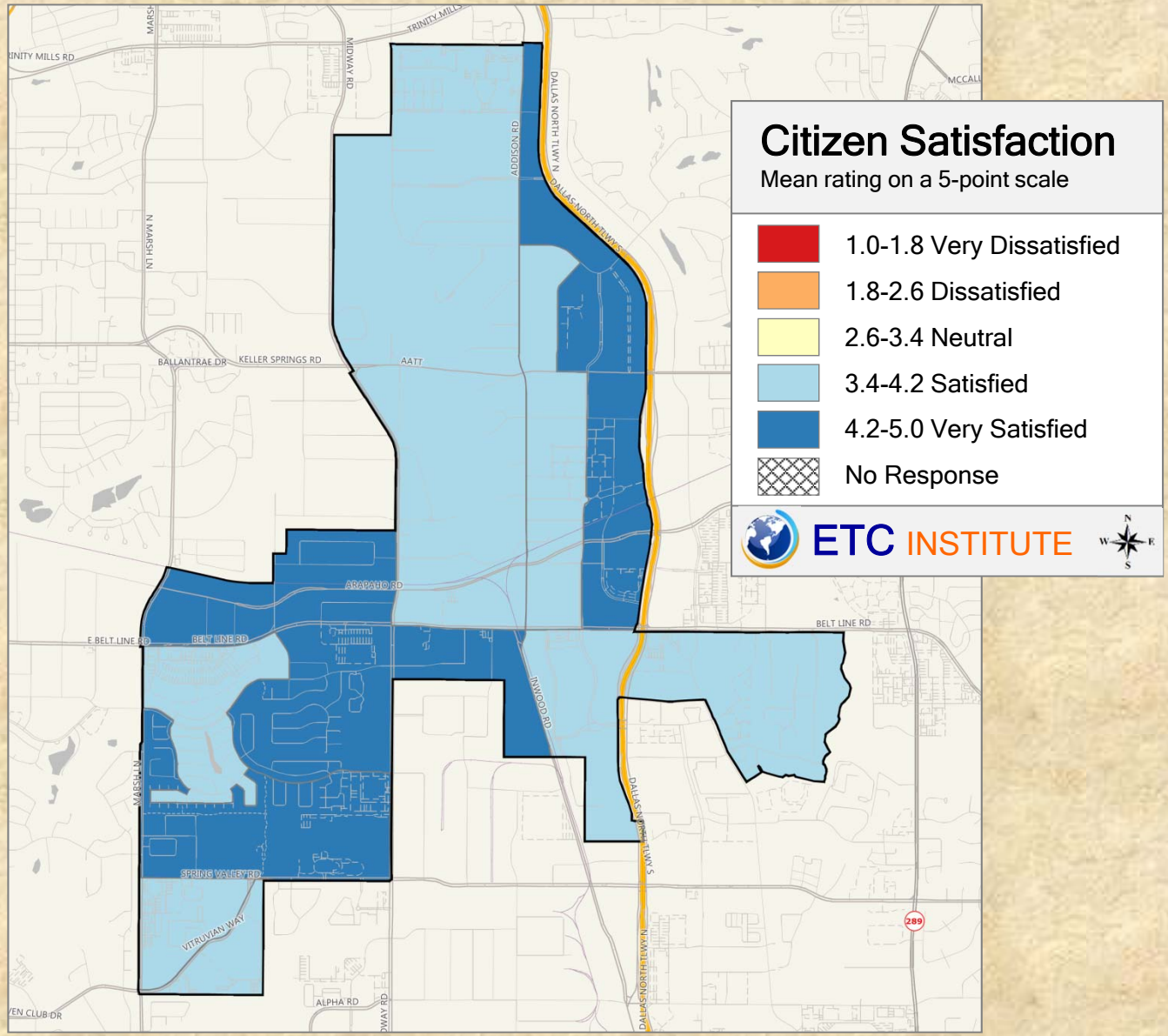
Q4-08 Level of satisfaction with: Condition of pavement markings on town streets



2018 Town of Addison Citizen Satisfaction Survey

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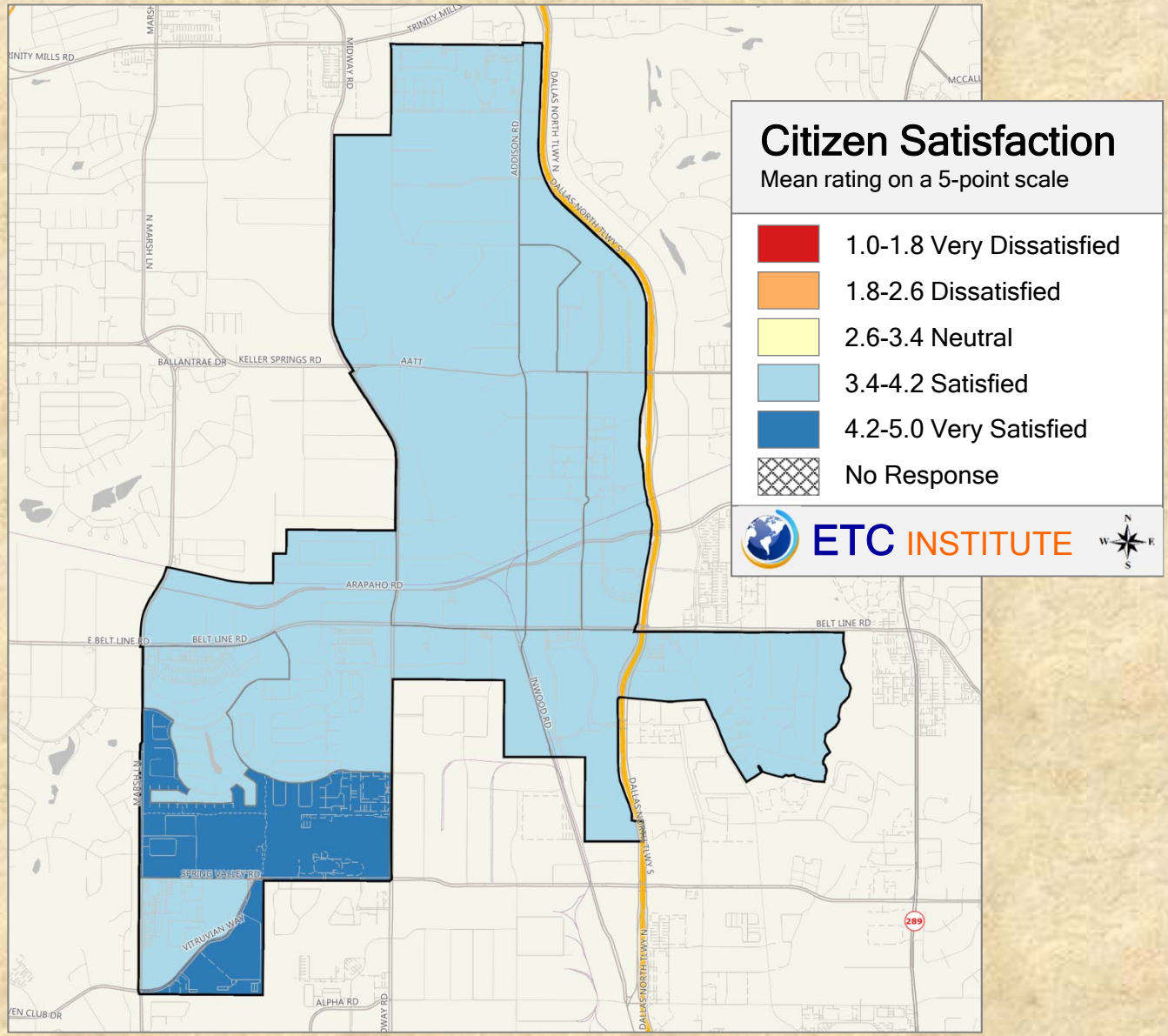
Q4-09 Level of satisfaction with: Overall cleanliness of streets and public areas



2018 Town of Addison Citizen Satisfaction Survey

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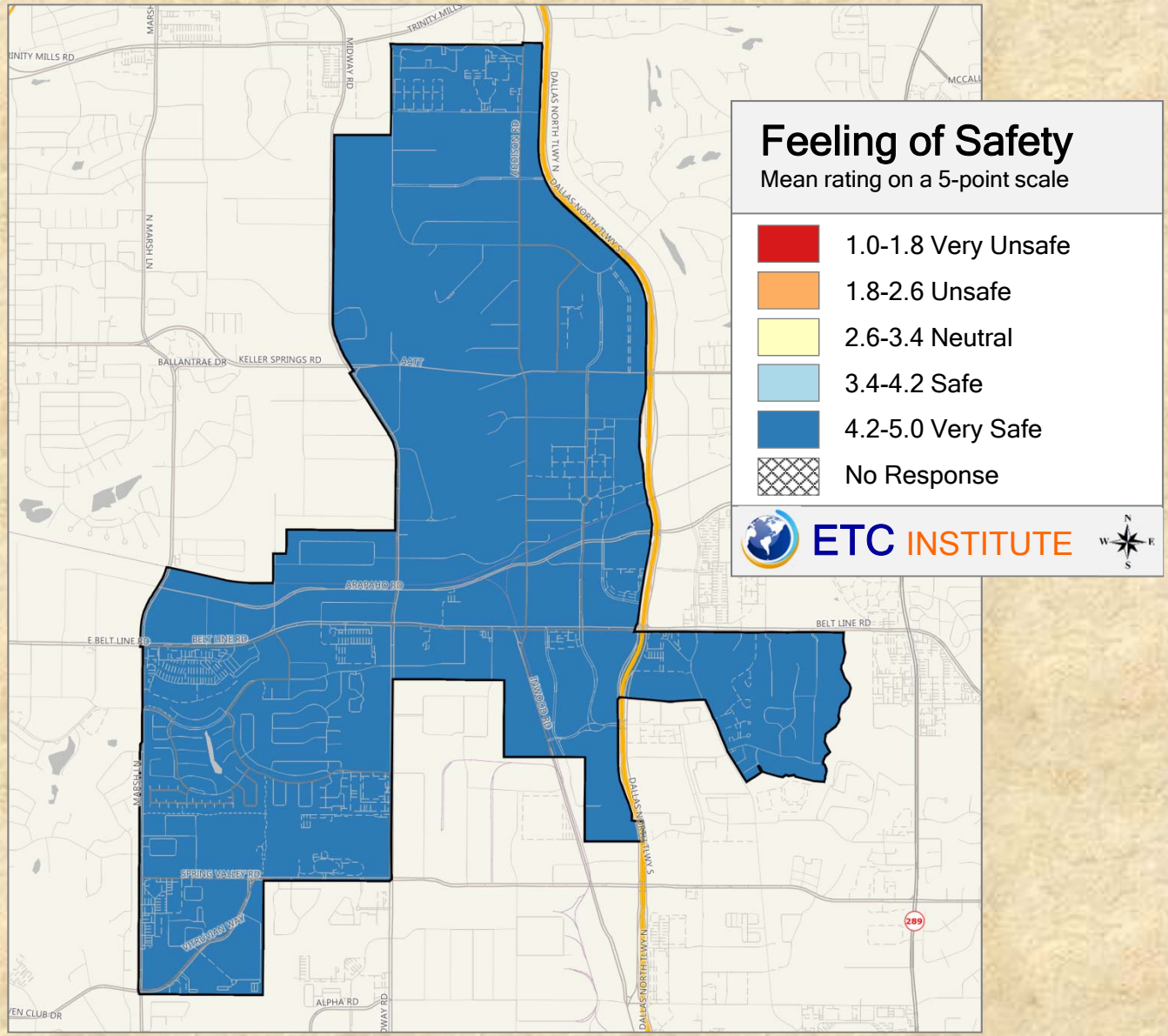
Q4-10 Level of satisfaction with: Condition of landscaping along public streets



2018 Town of Addison Citizen Satisfaction Survey

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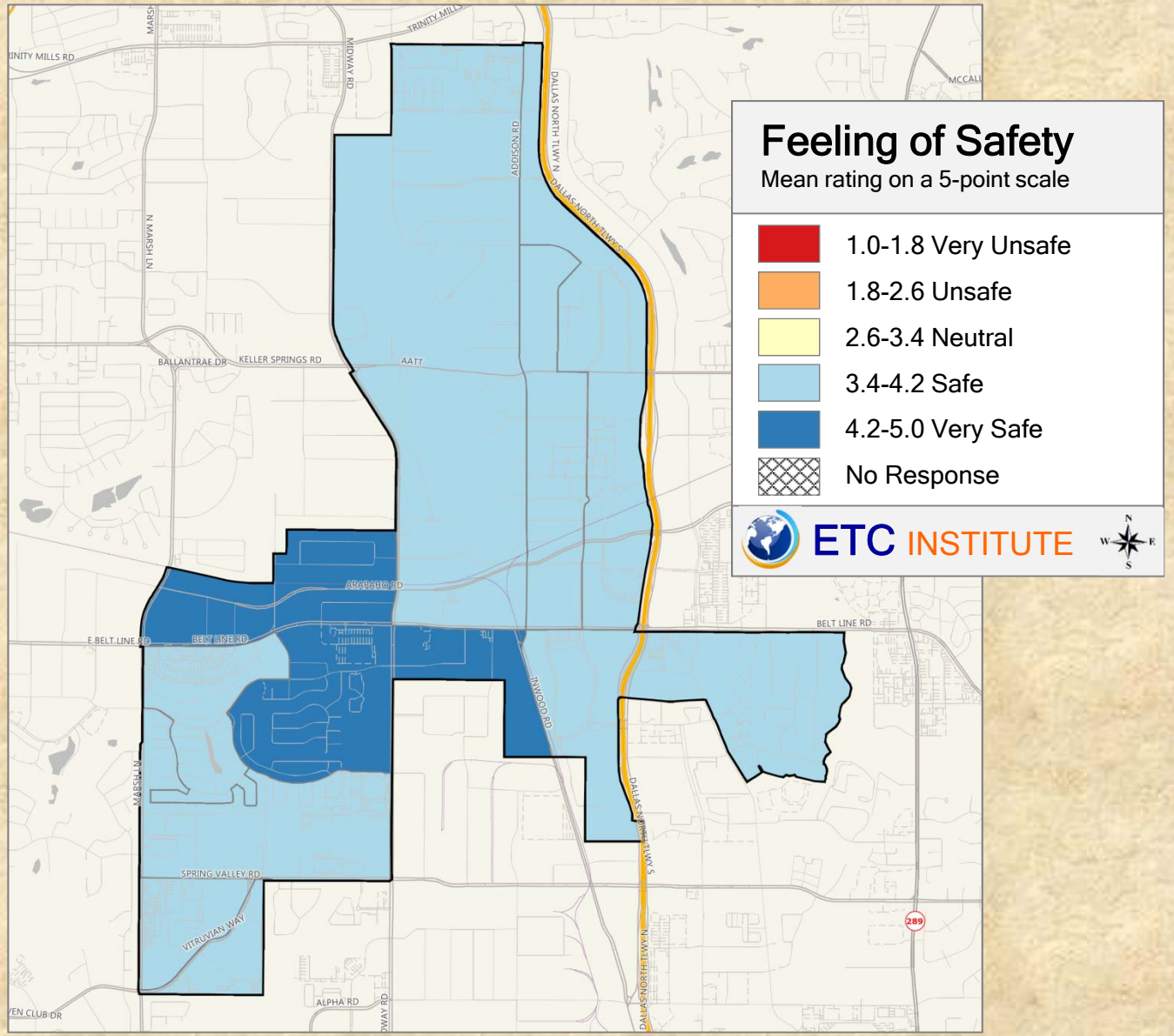
Q6-01 Feeling of Safety: In your neighborhood during the day



2018 Town of Addison Citizen Satisfaction Survey

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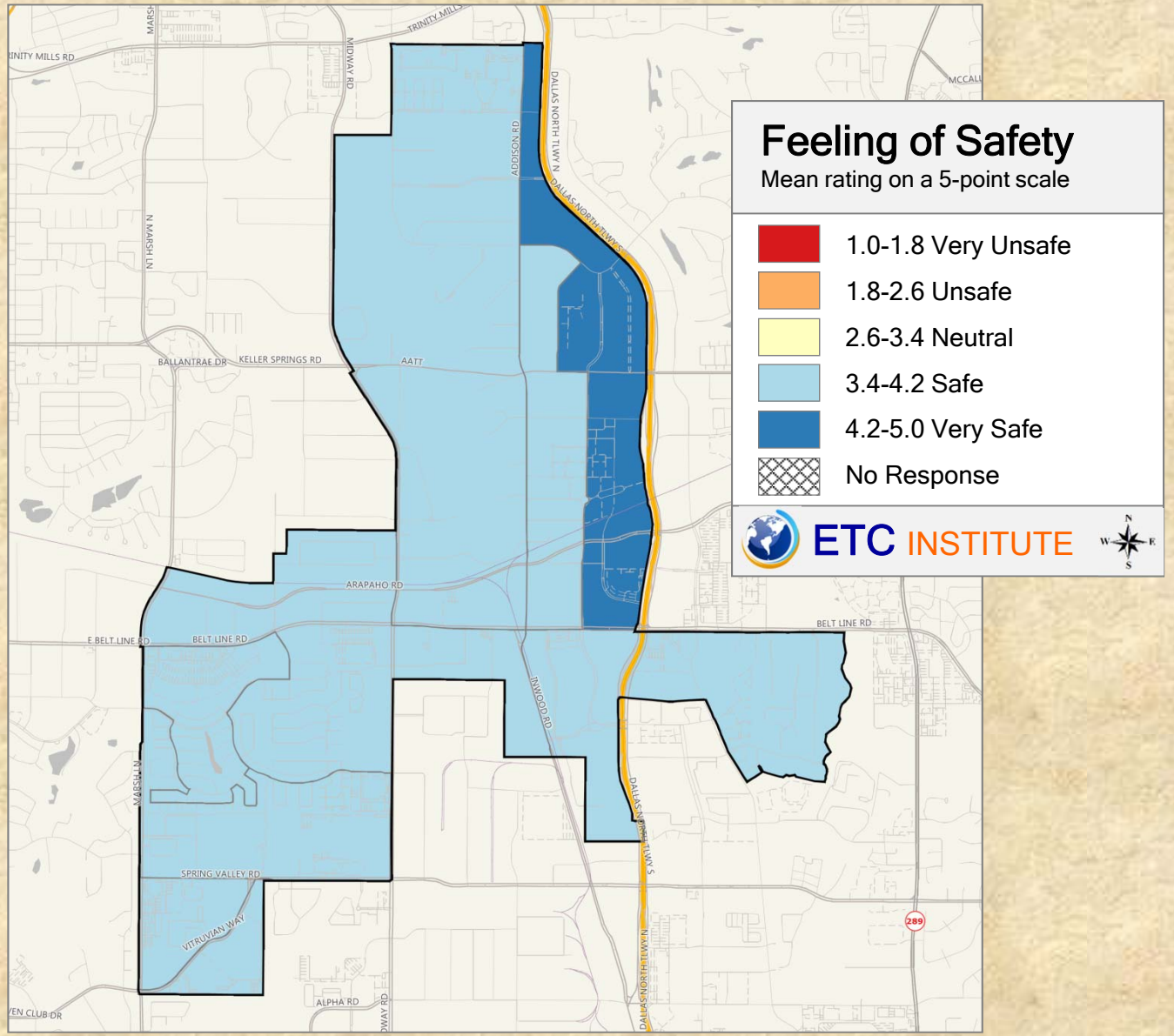
Q6-02 Feeling of Safety: In your neighborhood at night



2018 Town of Addison Citizen Satisfaction Survey

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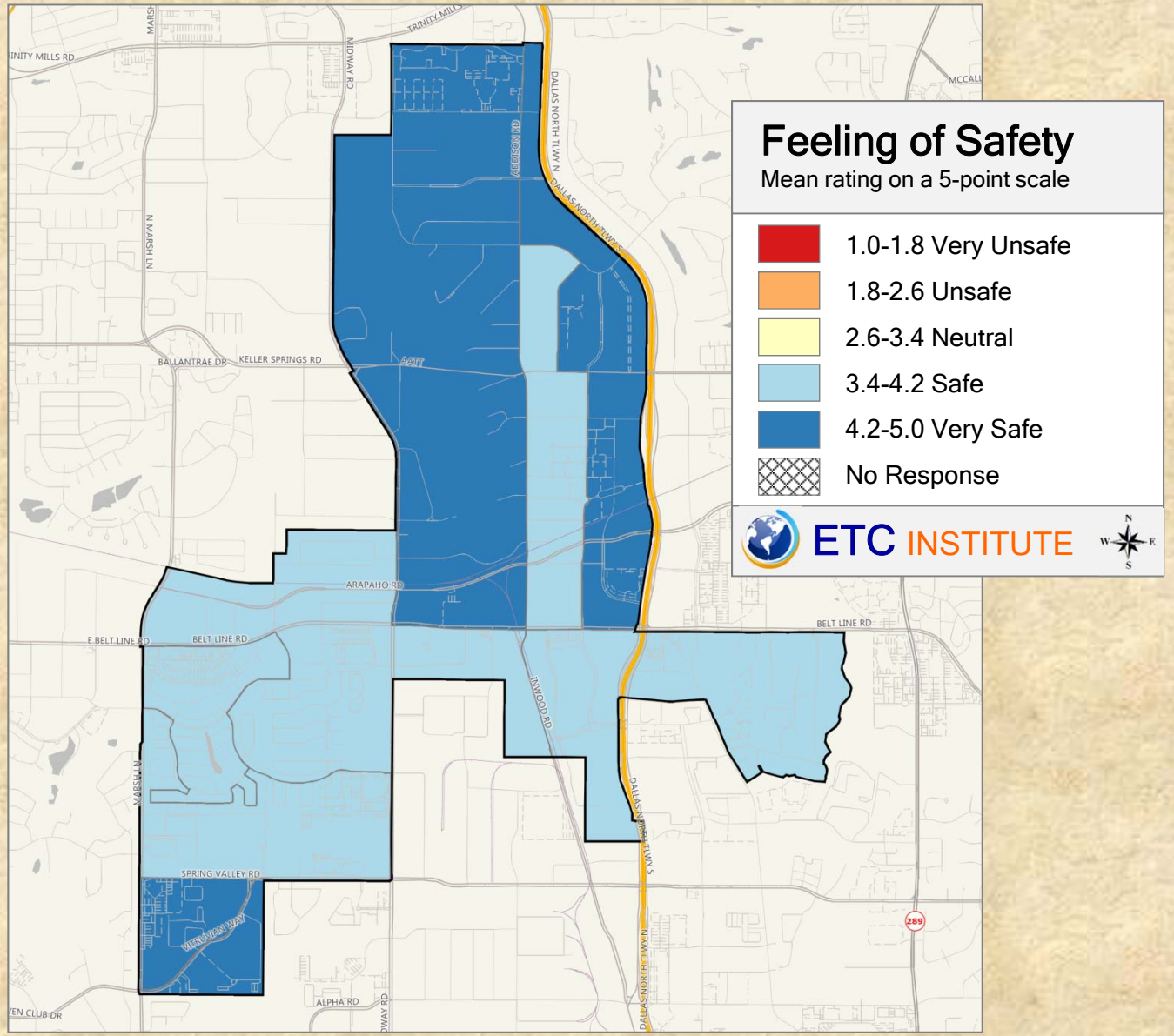
Q6-03 Feeling of Safety: In the town's parks, trails, and recreational areas



2018 Town of Addison Citizen Satisfaction Survey

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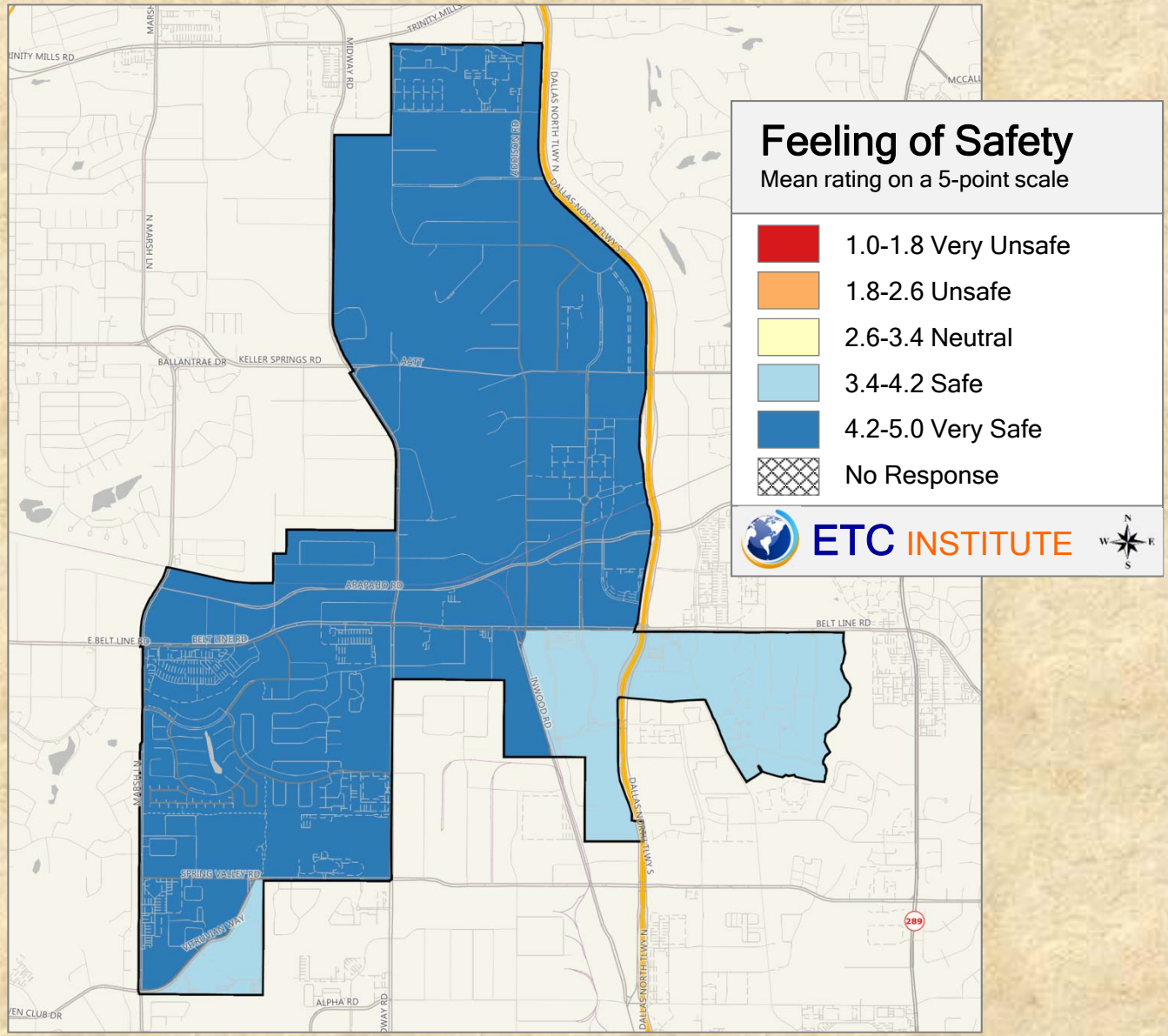
Q6-04 Feeling of Safety: In commercial and retail areas



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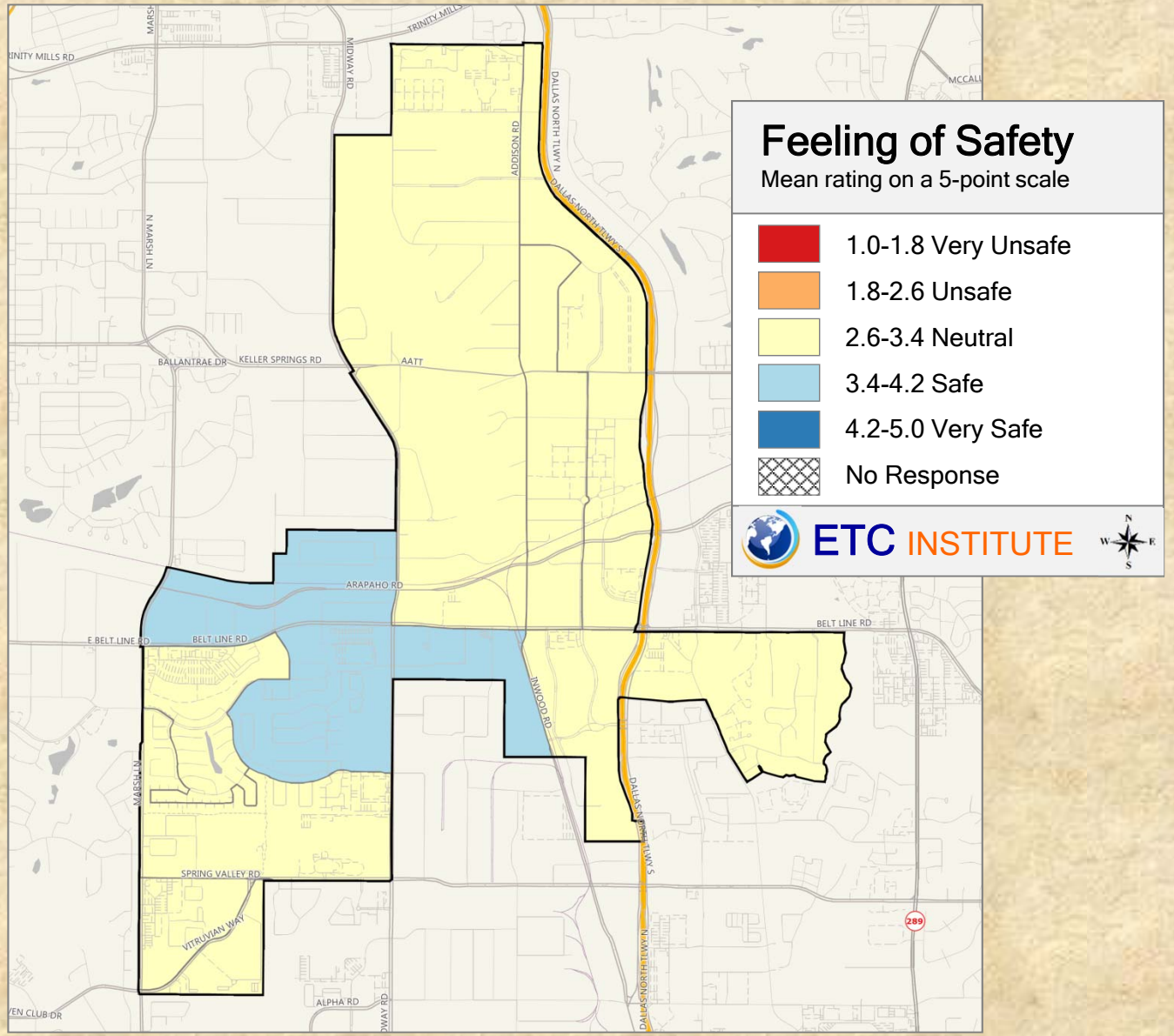
Q6-05 Feeling of Safety: Overall feeling of safety in the town



2018 Town of Addison Citizen Satisfaction Survey

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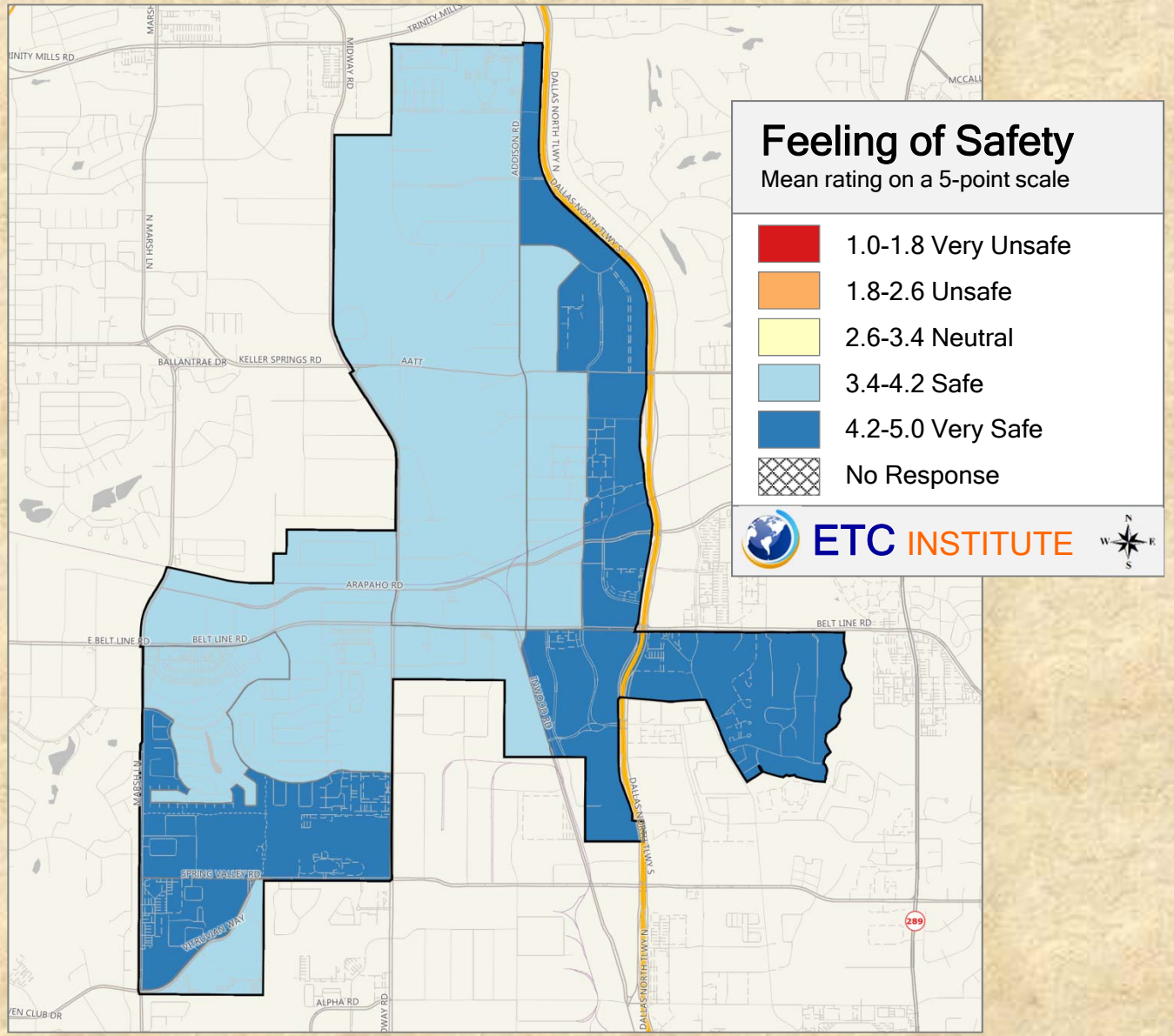
Q6-06 Feeling of Safety: Traveling by bicycle in Addison



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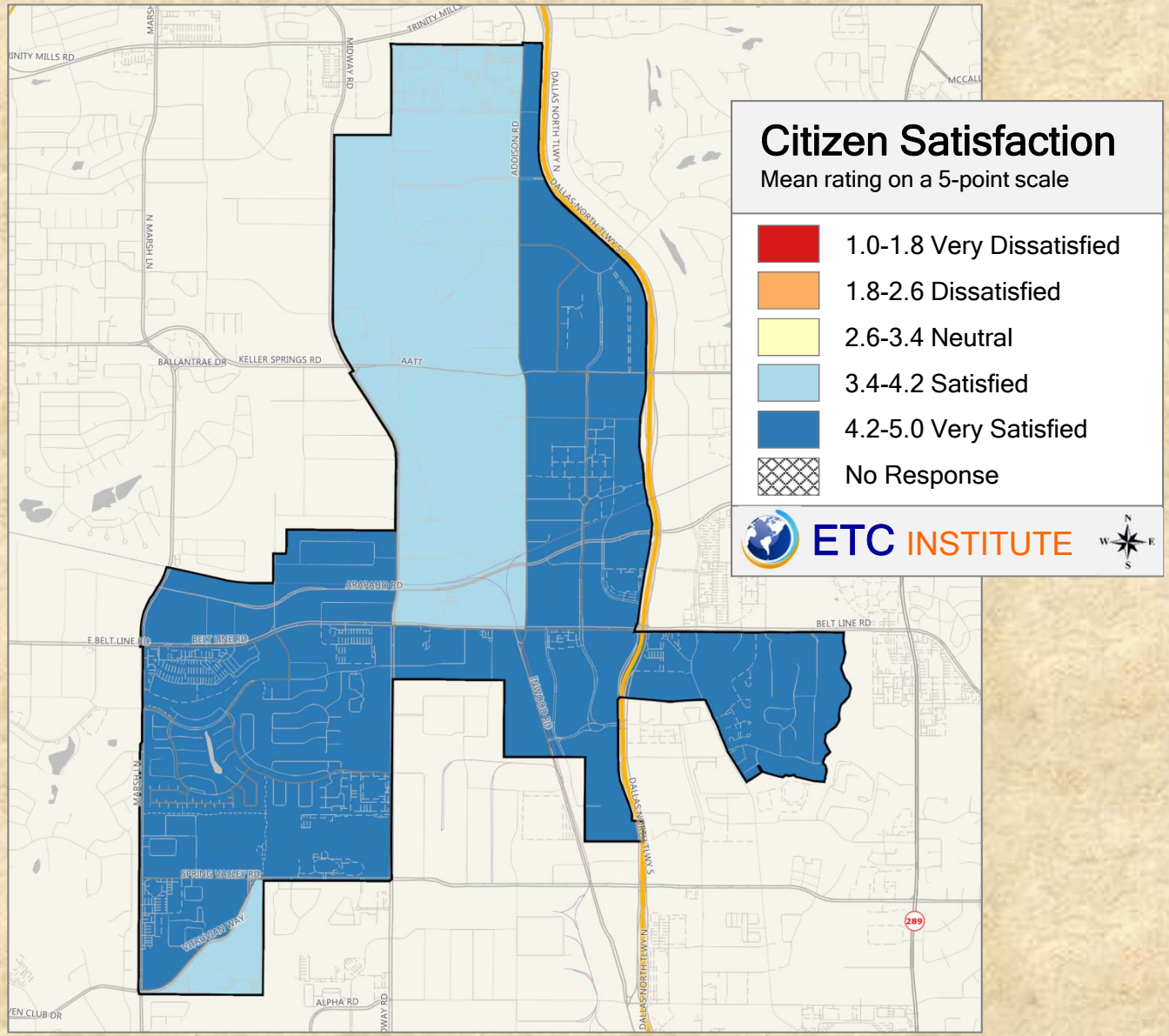
Q6-07 Feeling of Safety: Dining after dark



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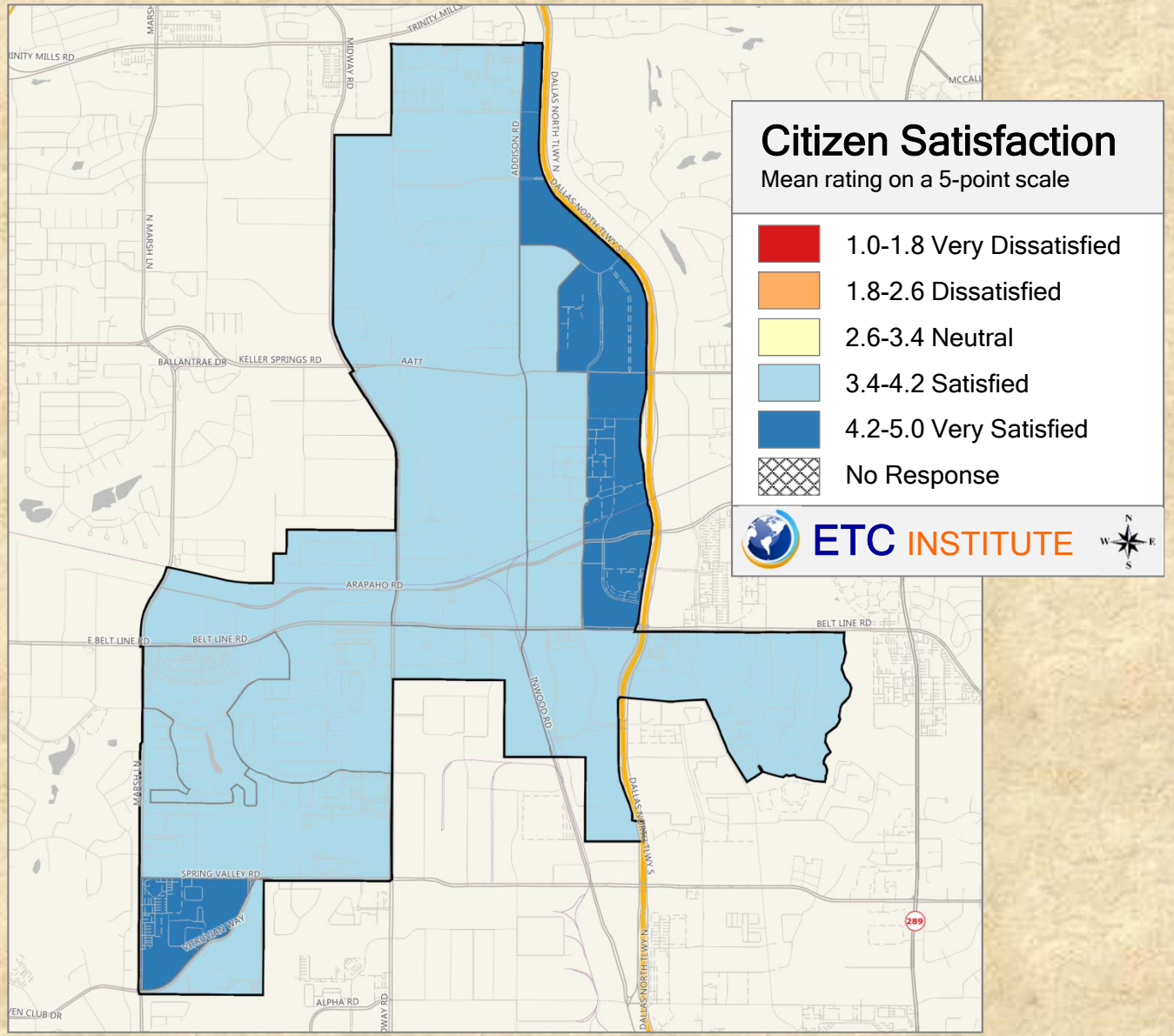
Q7-01 Level of satisfaction with: Quality of police protection



2018 Town of Addison Citizen Satisfaction Survey

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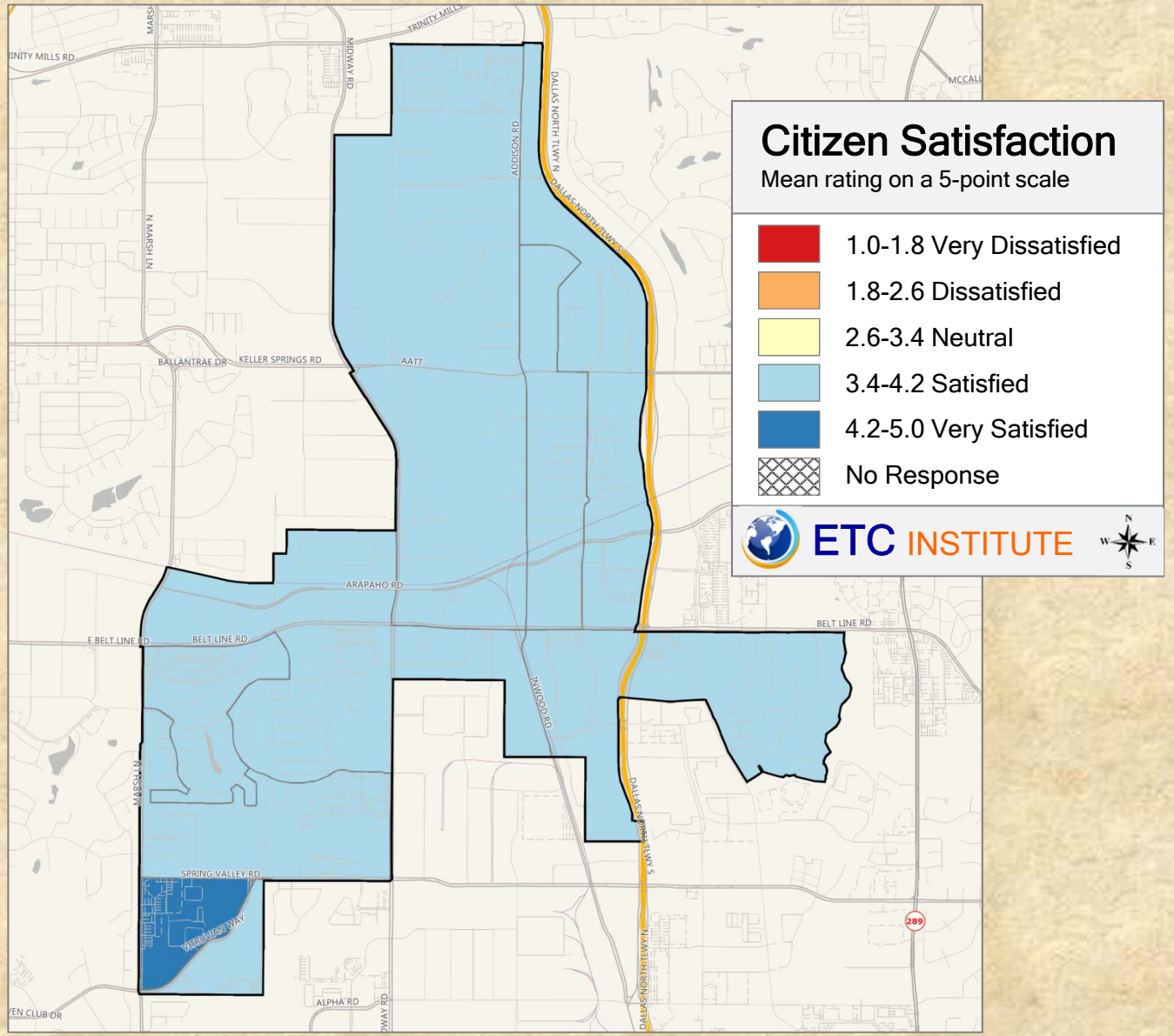
Q7-02 Level of satisfaction with: Visibility of police in neighborhoods



2018 Town of Addison Citizen Satisfaction Survey

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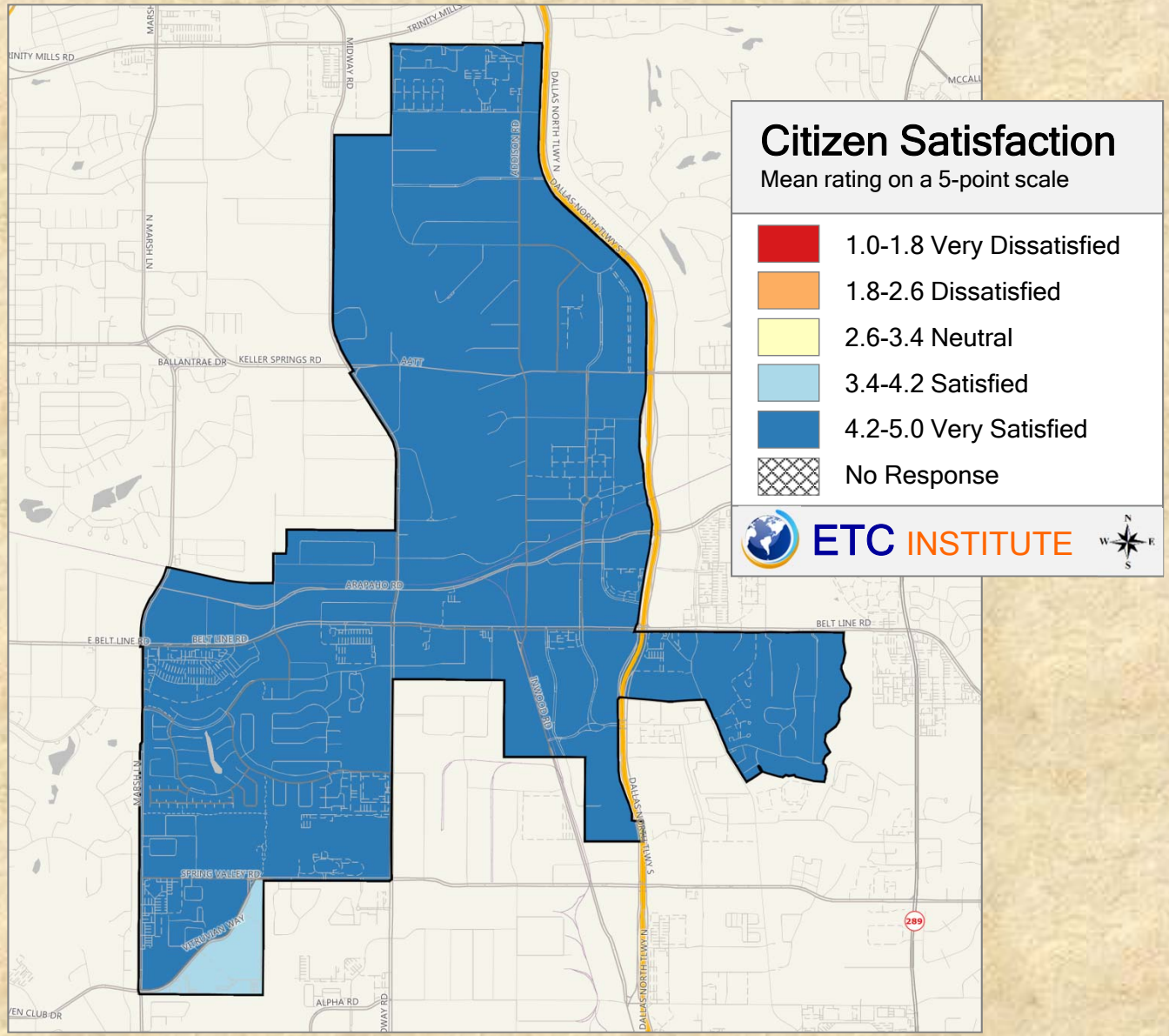
Q7-03 Level of satisfaction with: Visibility of police in neighborhoods



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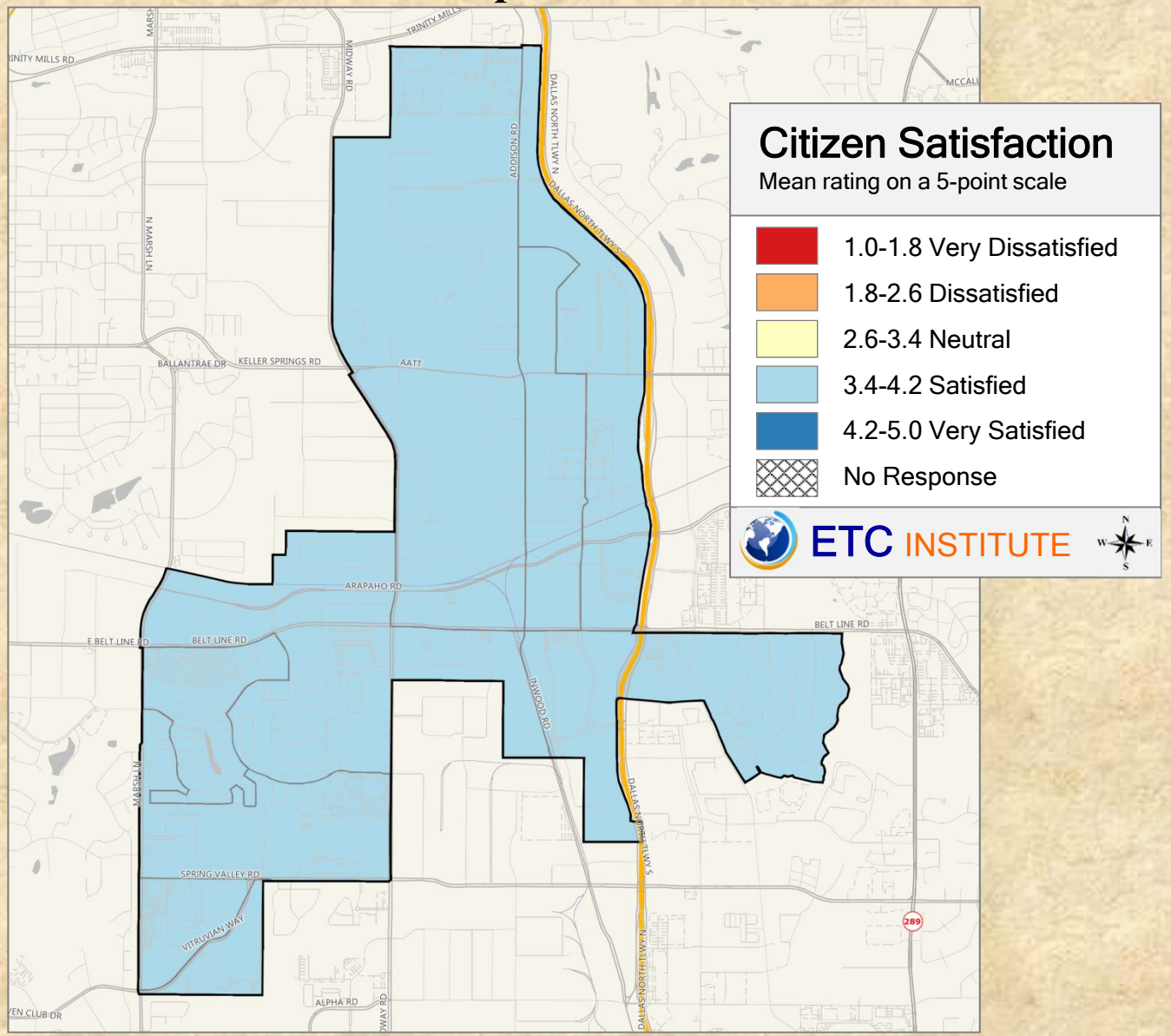
Q7-04 Level of satisfaction with: Police response time



2018 Town of Addison Citizen Satisfaction Survey

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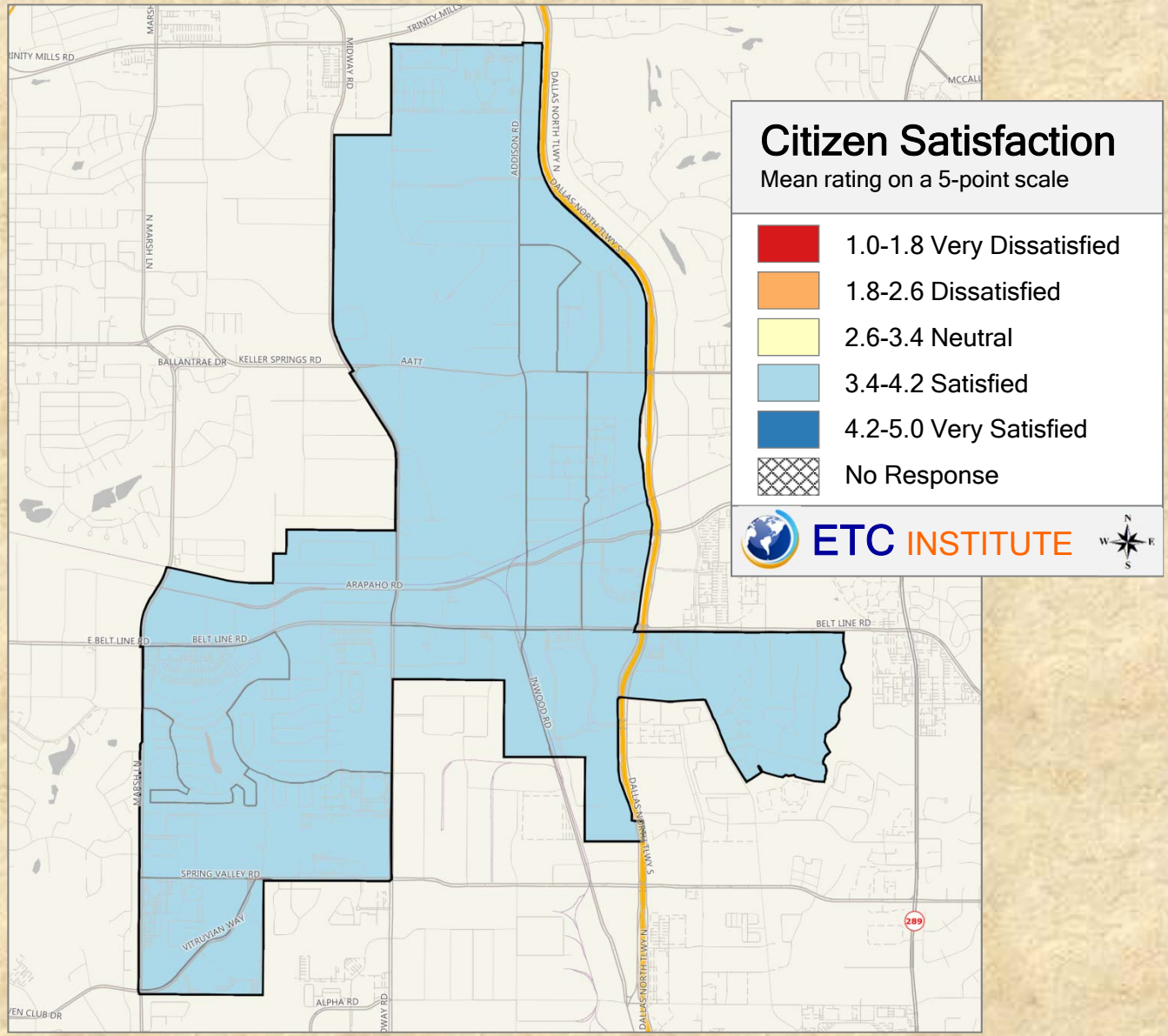
Q7-05 Level of satisfaction with: Efforts to communicate with the public via social media



2018 Town of Addison Citizen Satisfaction Survey

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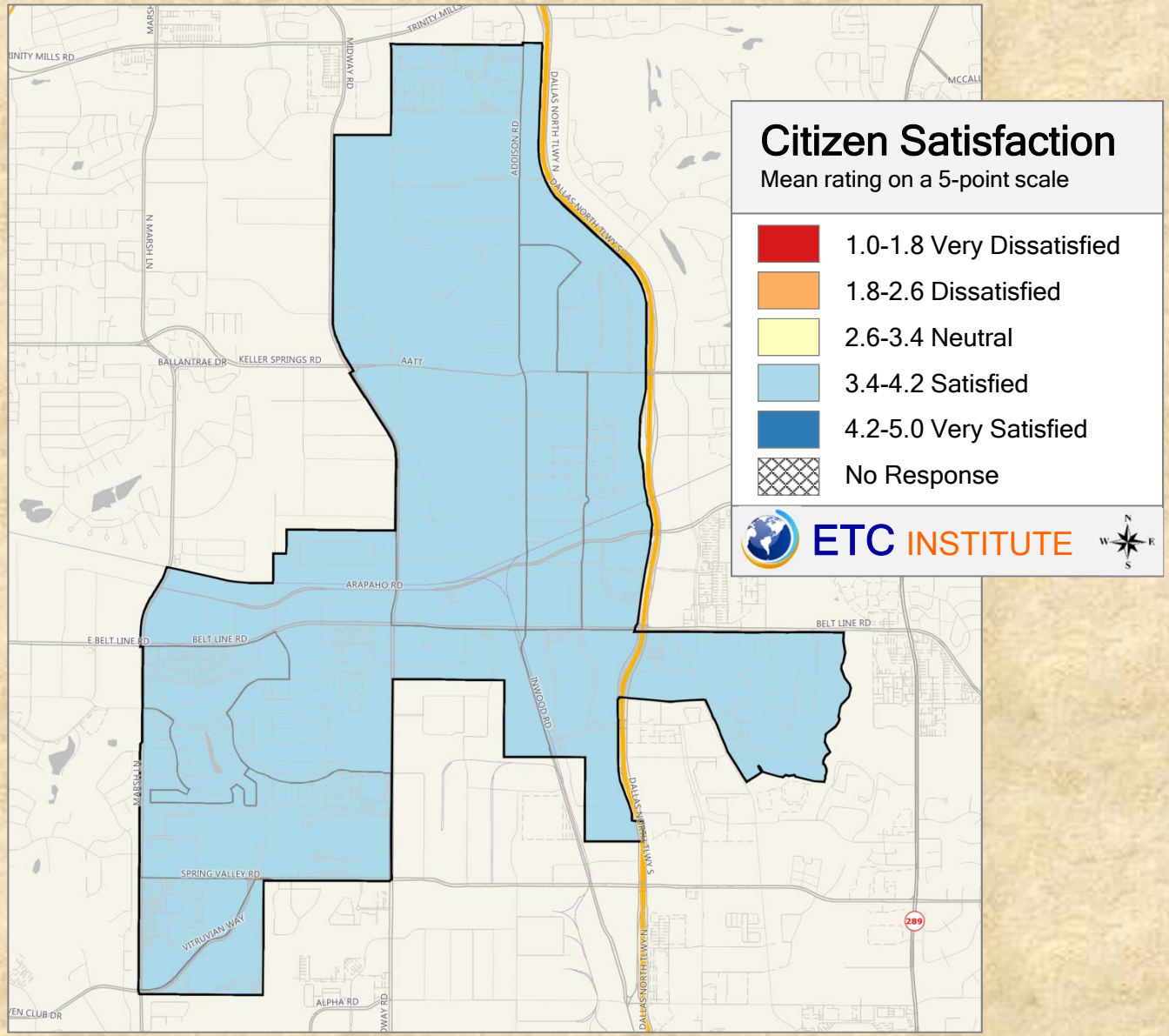
Q7-06 Level of satisfaction with: Quality of police community outreach programs



2018 Town of Addison Citizen Satisfaction Survey

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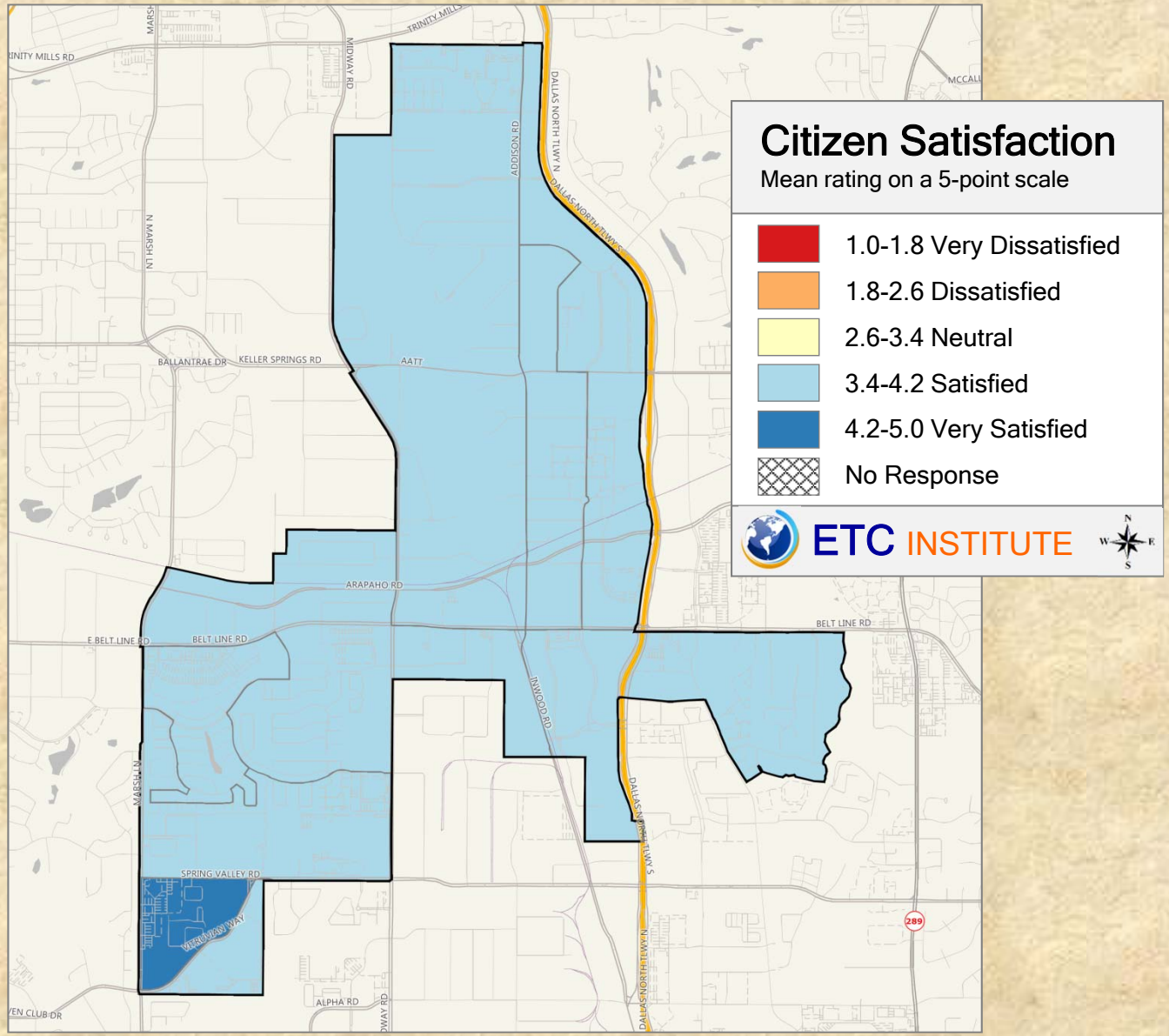
Q7-07 Level of satisfaction with: Enforcement of traffic laws



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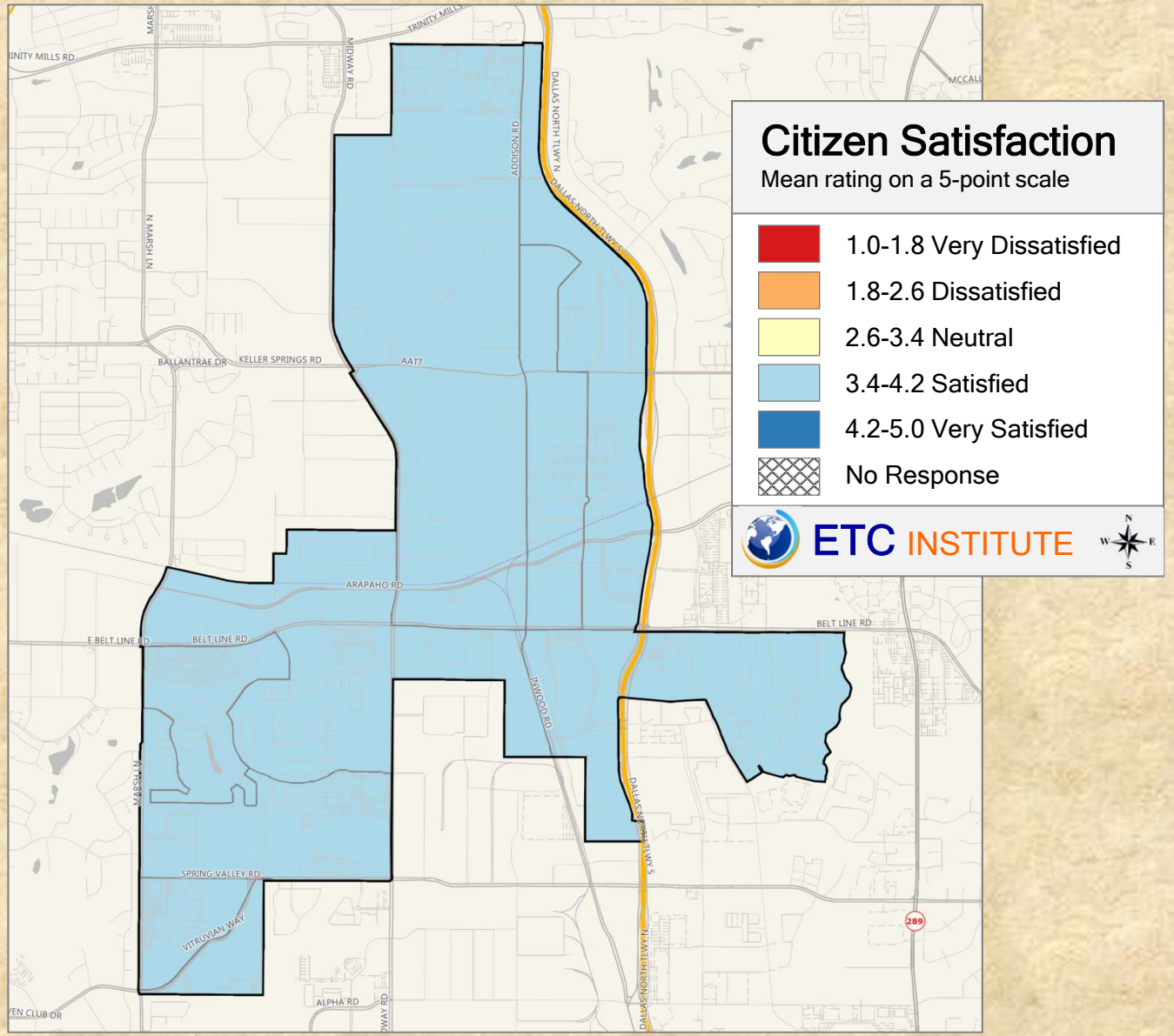
Q7-08 Level of satisfaction with: Quality of animal control services



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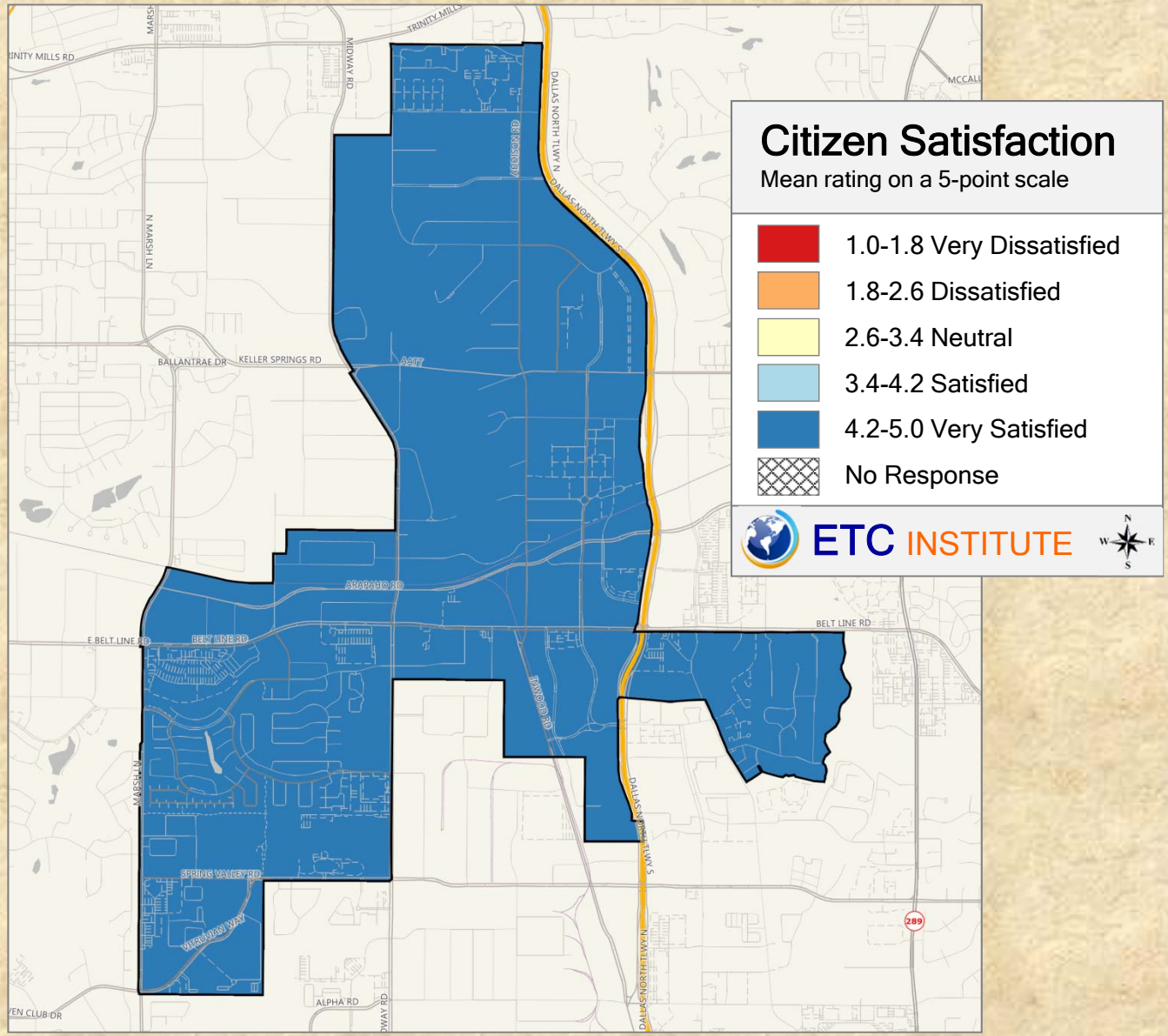
Q7-09 Level of satisfaction with: Quality and accessibility of municipal court services



2018 Town of Addison Citizen Satisfaction Survey

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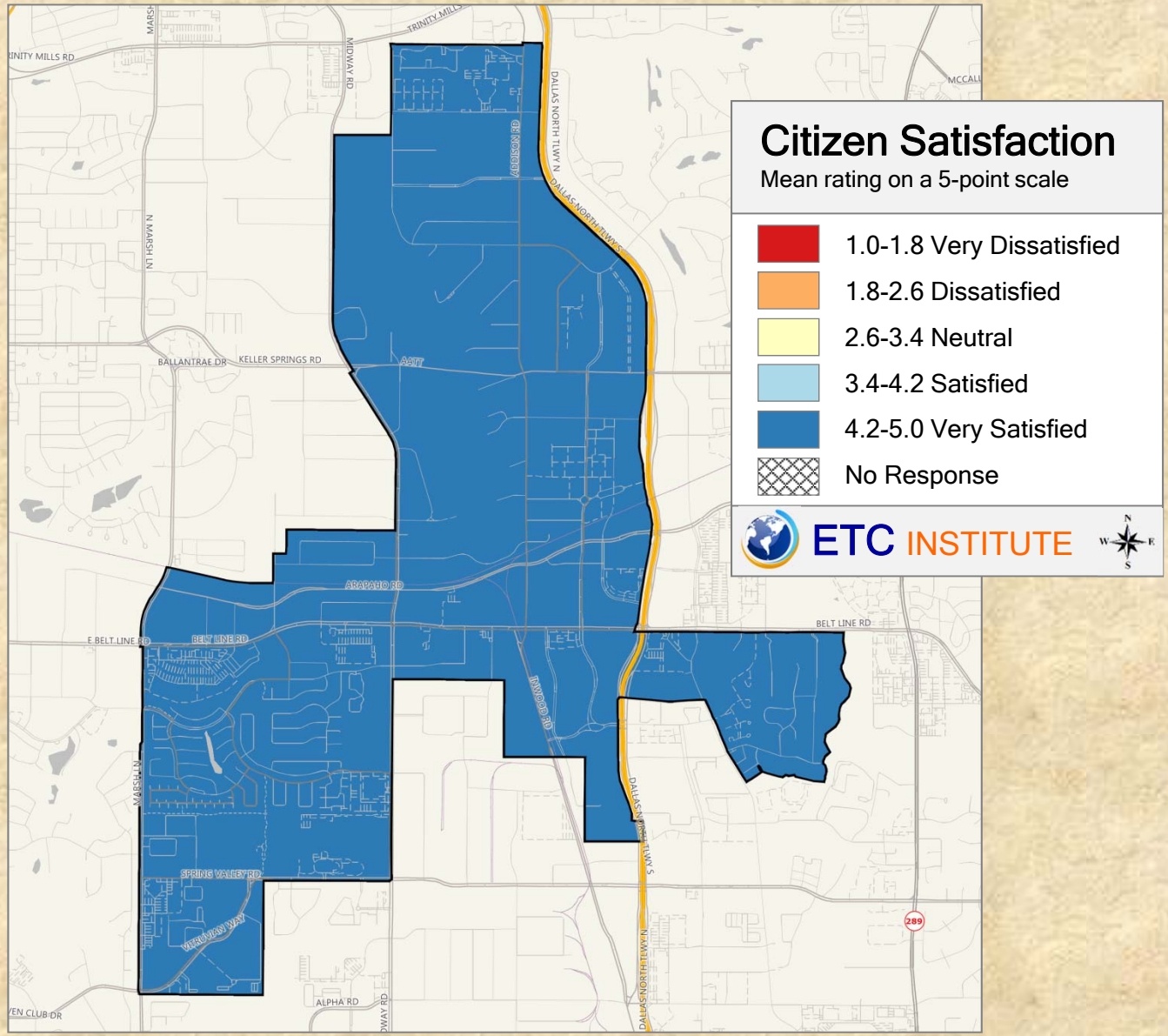
Q7-10 Level of satisfaction with: Quality of fire protection



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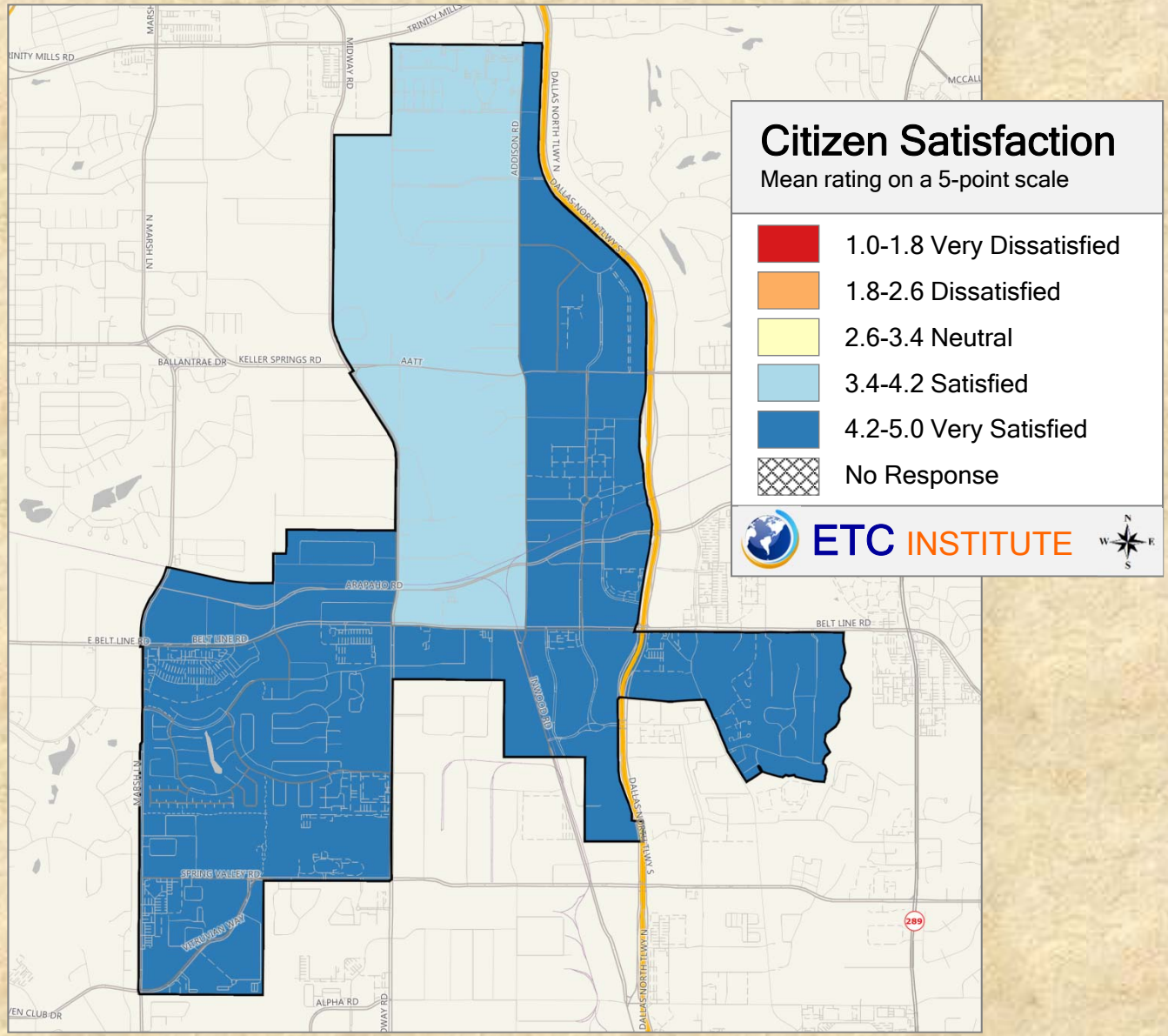
Q7-11 Level of satisfaction with: Quality of fire emergency medical services



2018 Town of Addison Citizen Satisfaction Survey

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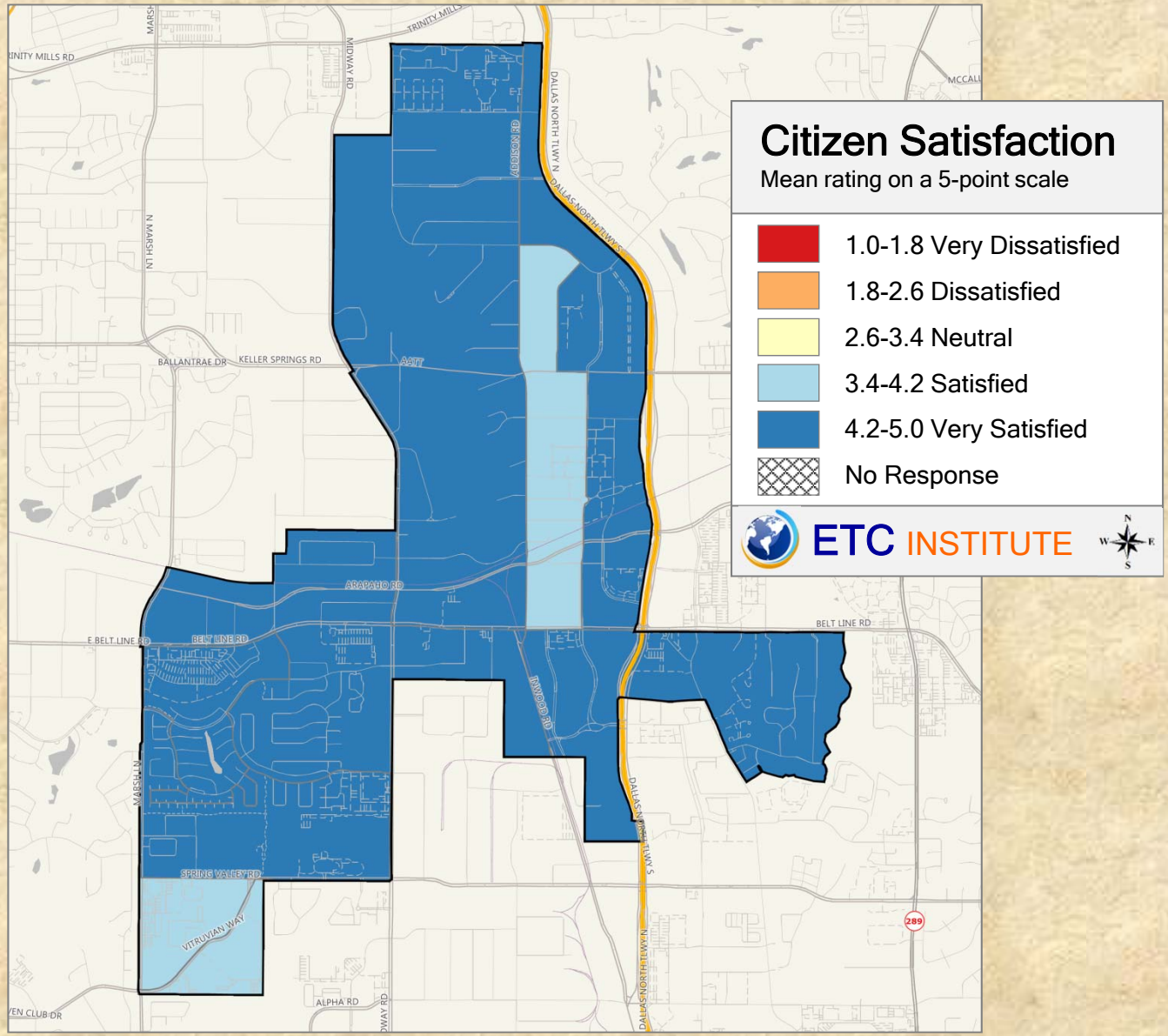
Q7-12 Level of satisfaction with: Fire personnel emergency response time



2018 Town of Addison Citizen Satisfaction Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

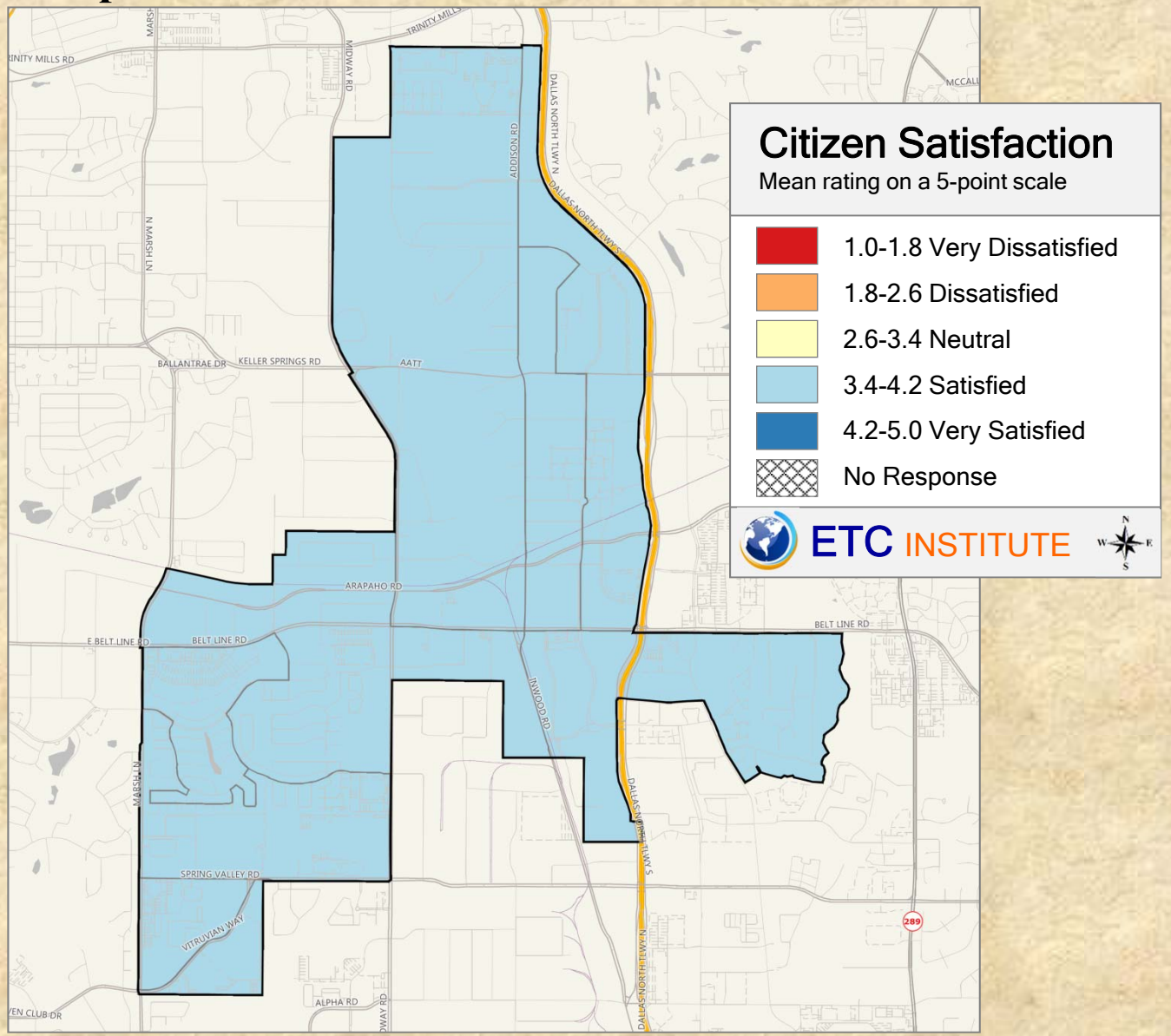
Q7-13 Level of satisfaction with: Quality of fire community outreach programs



2018 Town of Addison Citizen Satisfaction Survey

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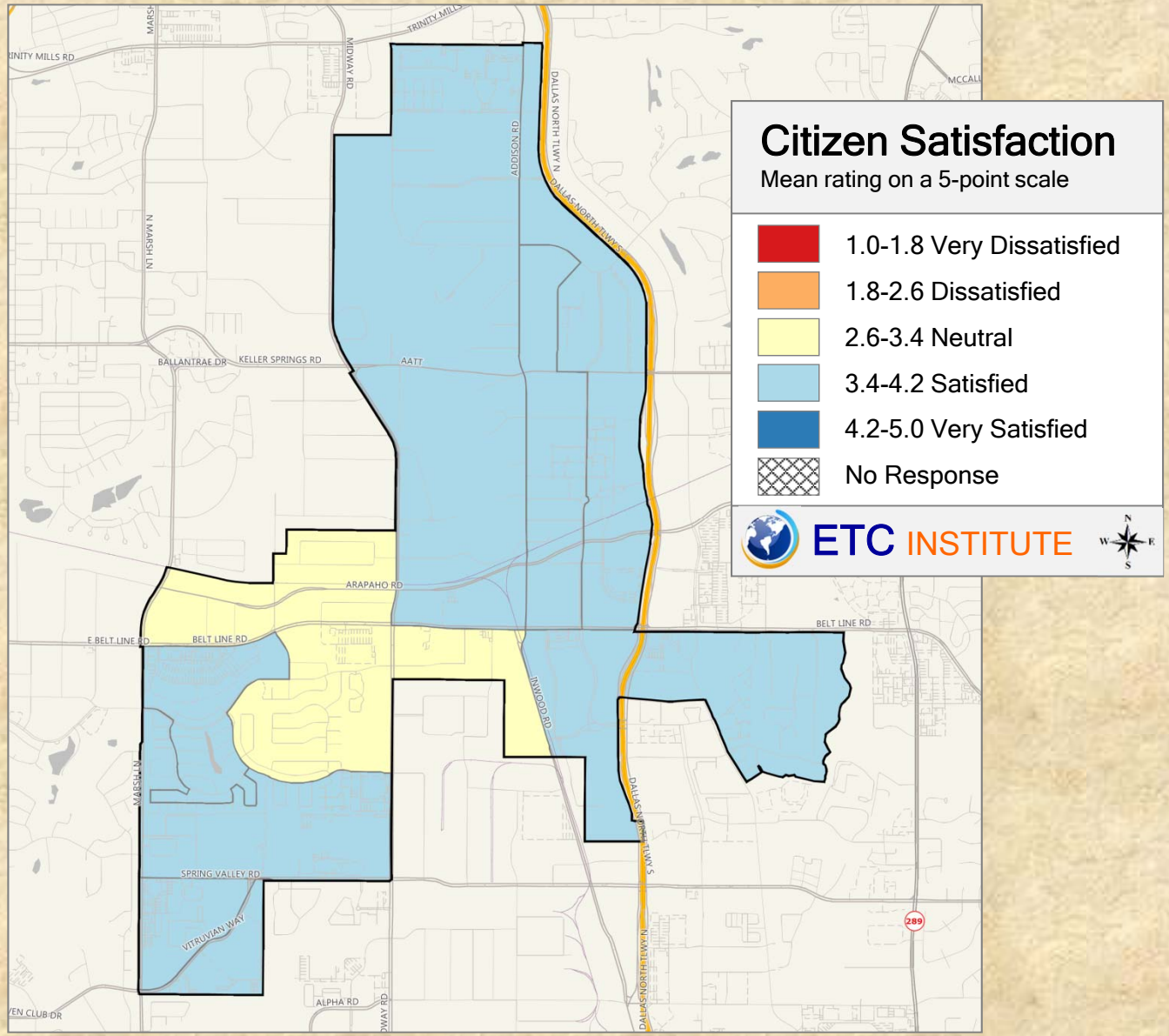
Q9-01 Level of satisfaction with: Overall responsiveness of town code enforcement staff



2018 Town of Addison Citizen Satisfaction Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

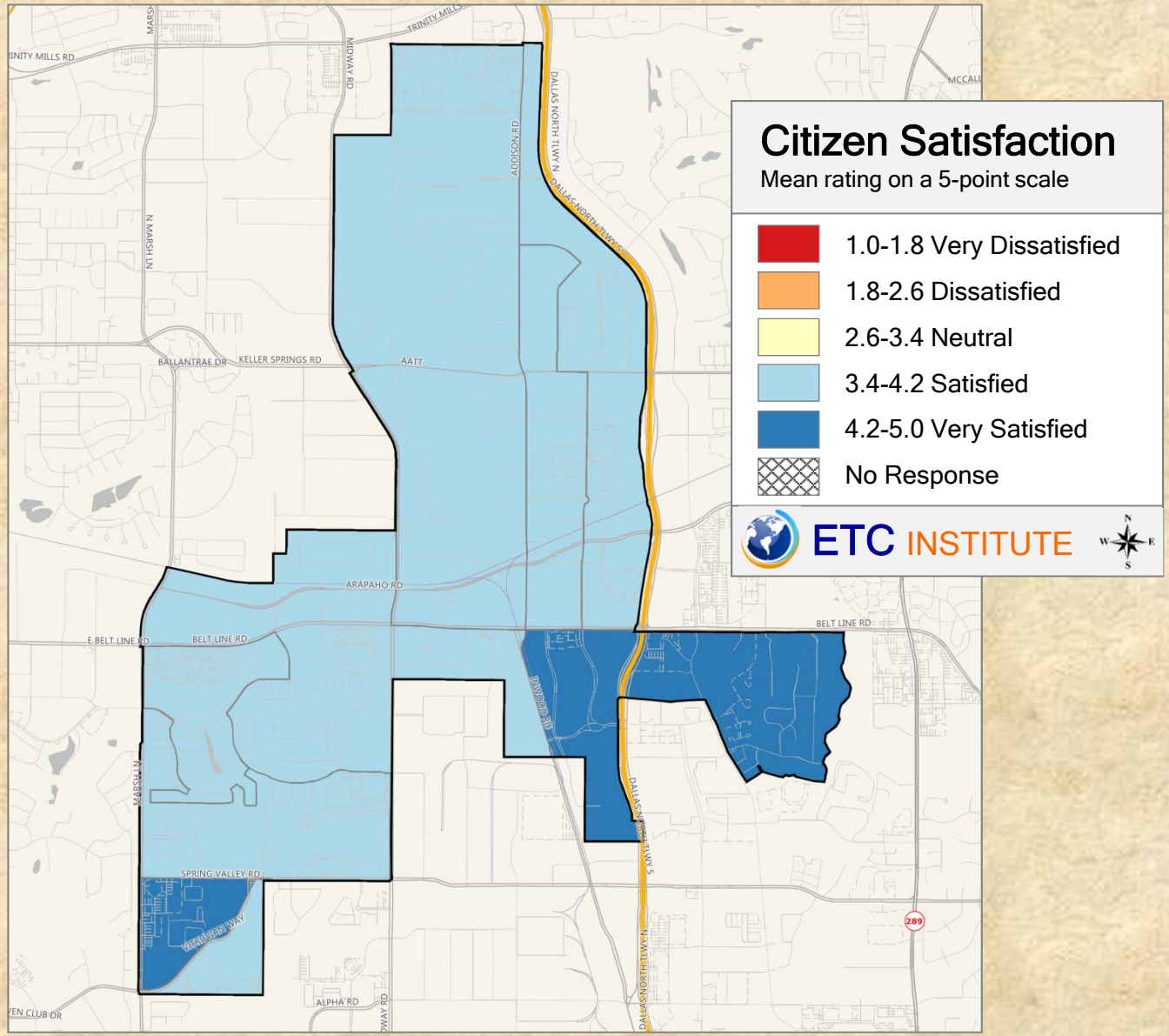
Q9-02 Level of satisfaction with: Town effort to enforce code violations



2018 Town of Addison Citizen Satisfaction Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

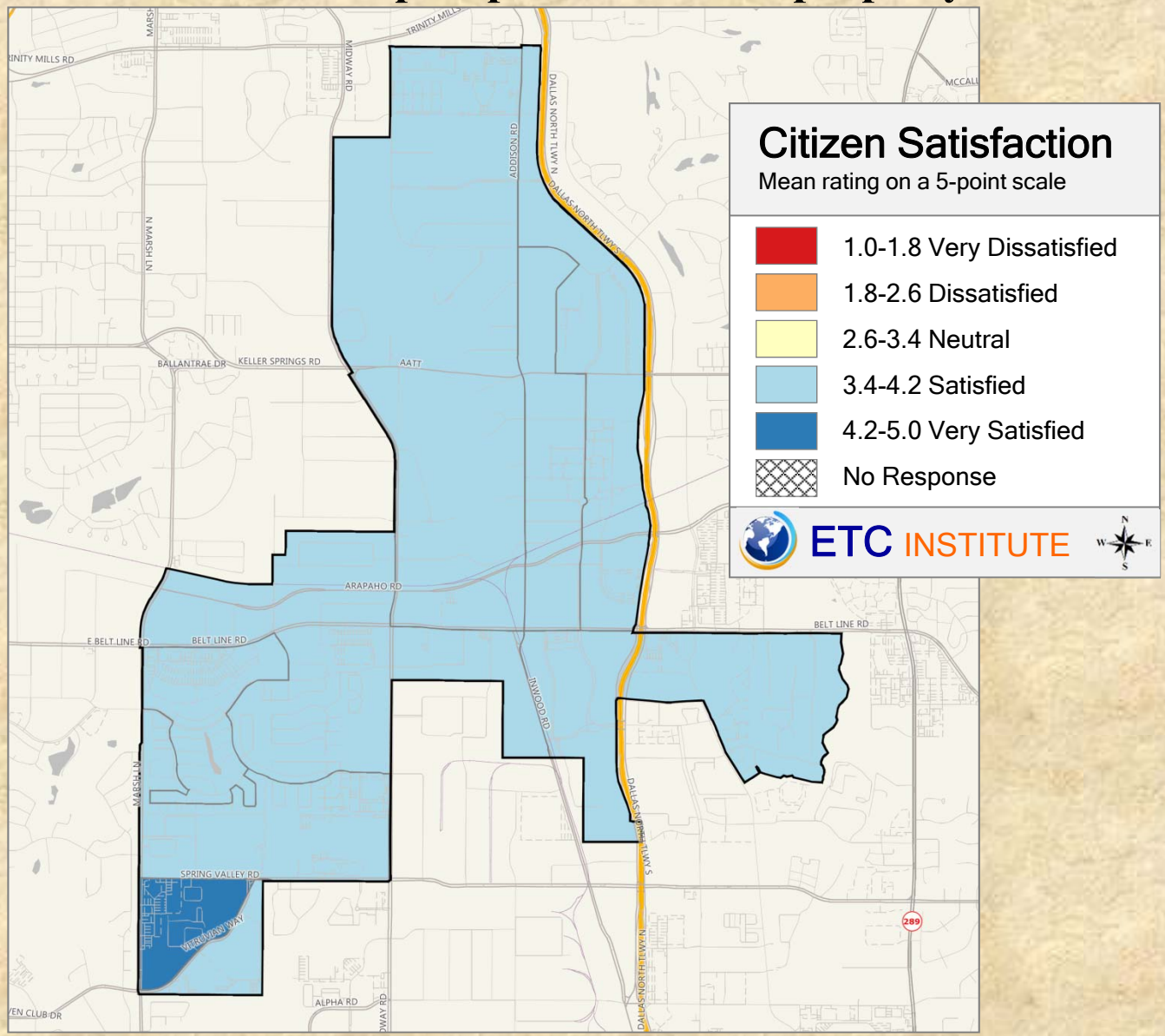
Q9-03 Level of satisfaction with: Clean-up of debris/litter



2018 Town of Addison Citizen Satisfaction Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

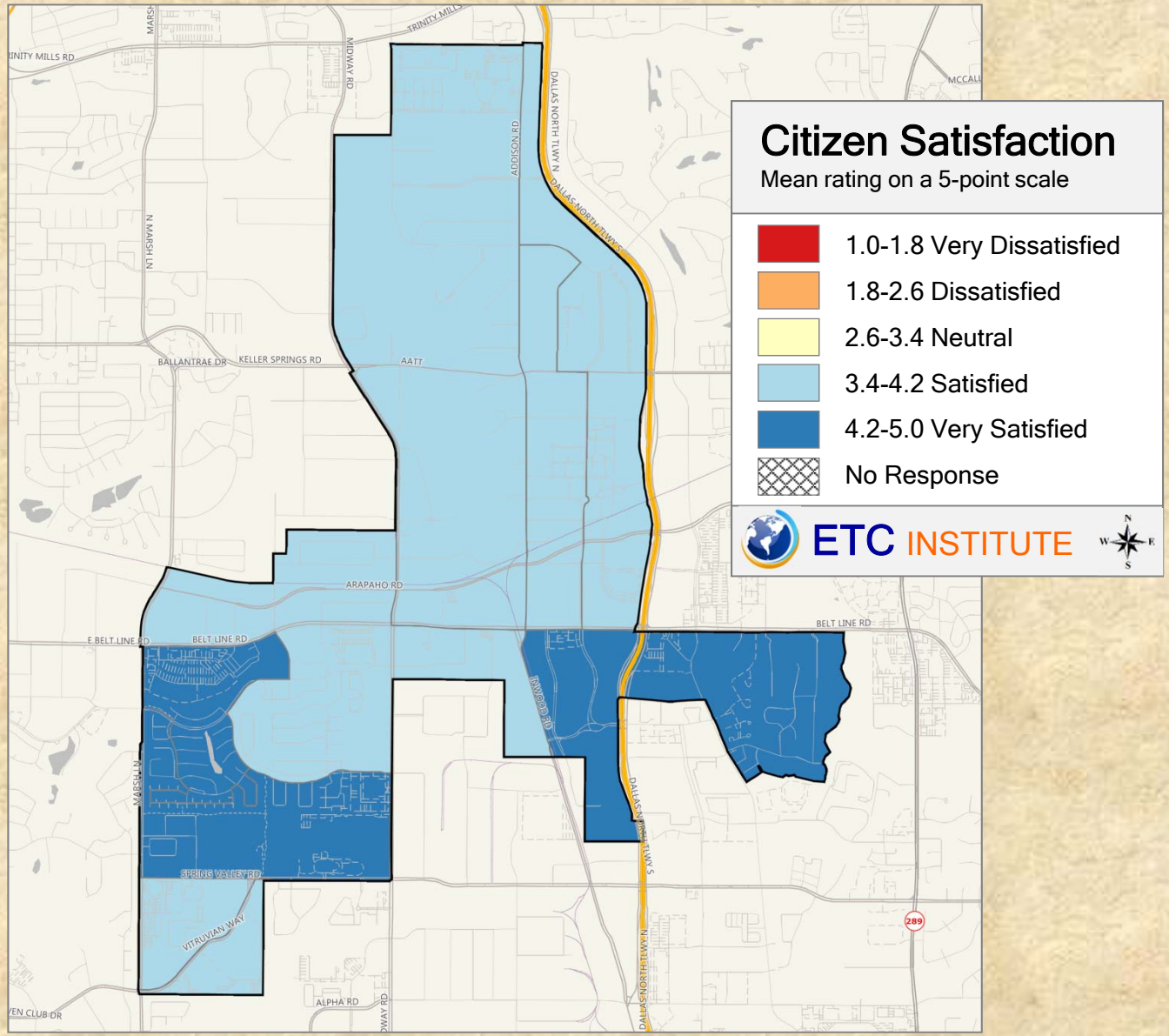
Q9-04 Level of satisfaction with: Efforts to enforce exterior maintenance and upkeep of residential property



2018 Town of Addison Citizen Satisfaction Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

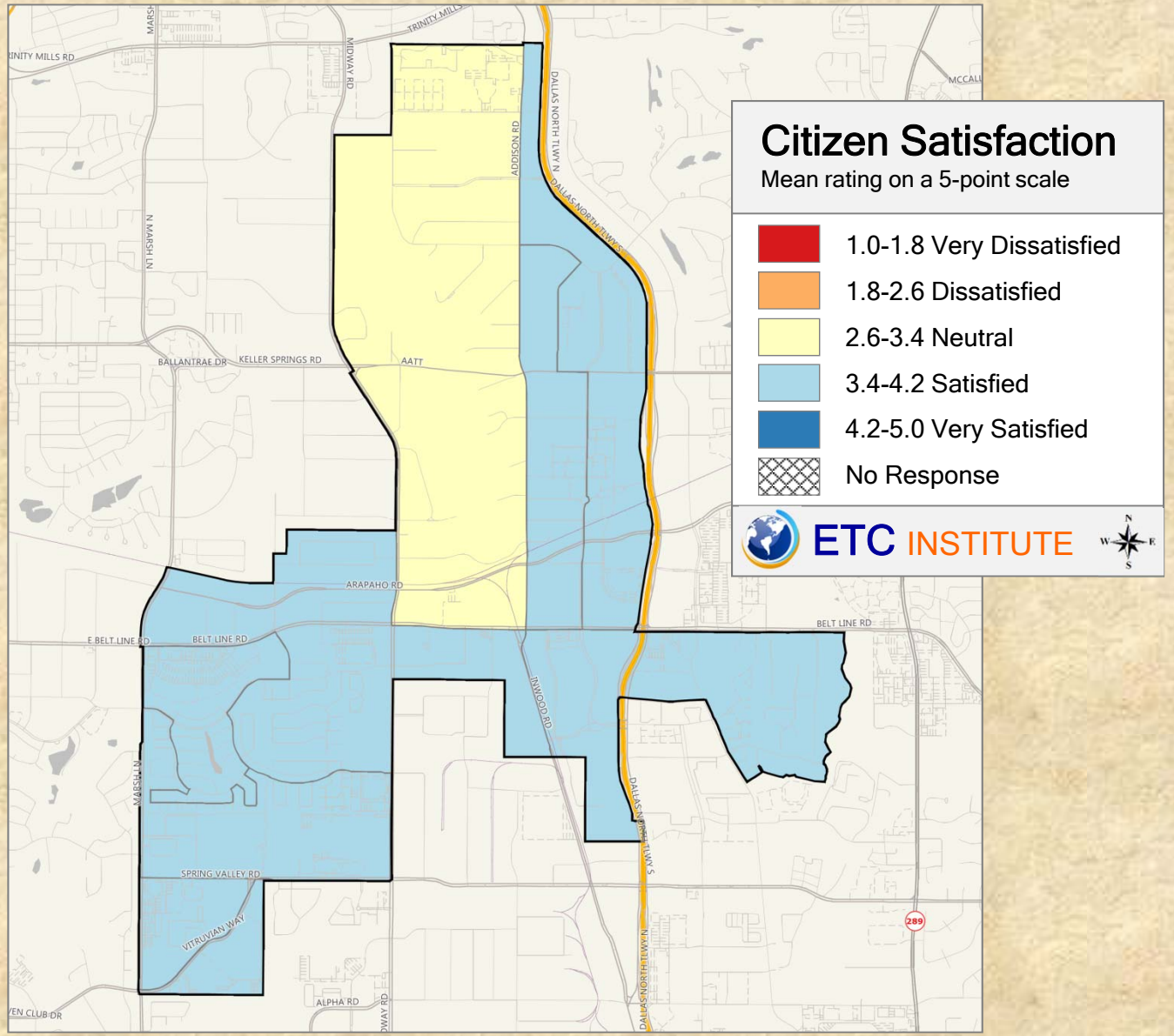
Q9-05 Level of satisfaction with: Cleanliness in your neighborhood



2018 Town of Addison Citizen Satisfaction Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

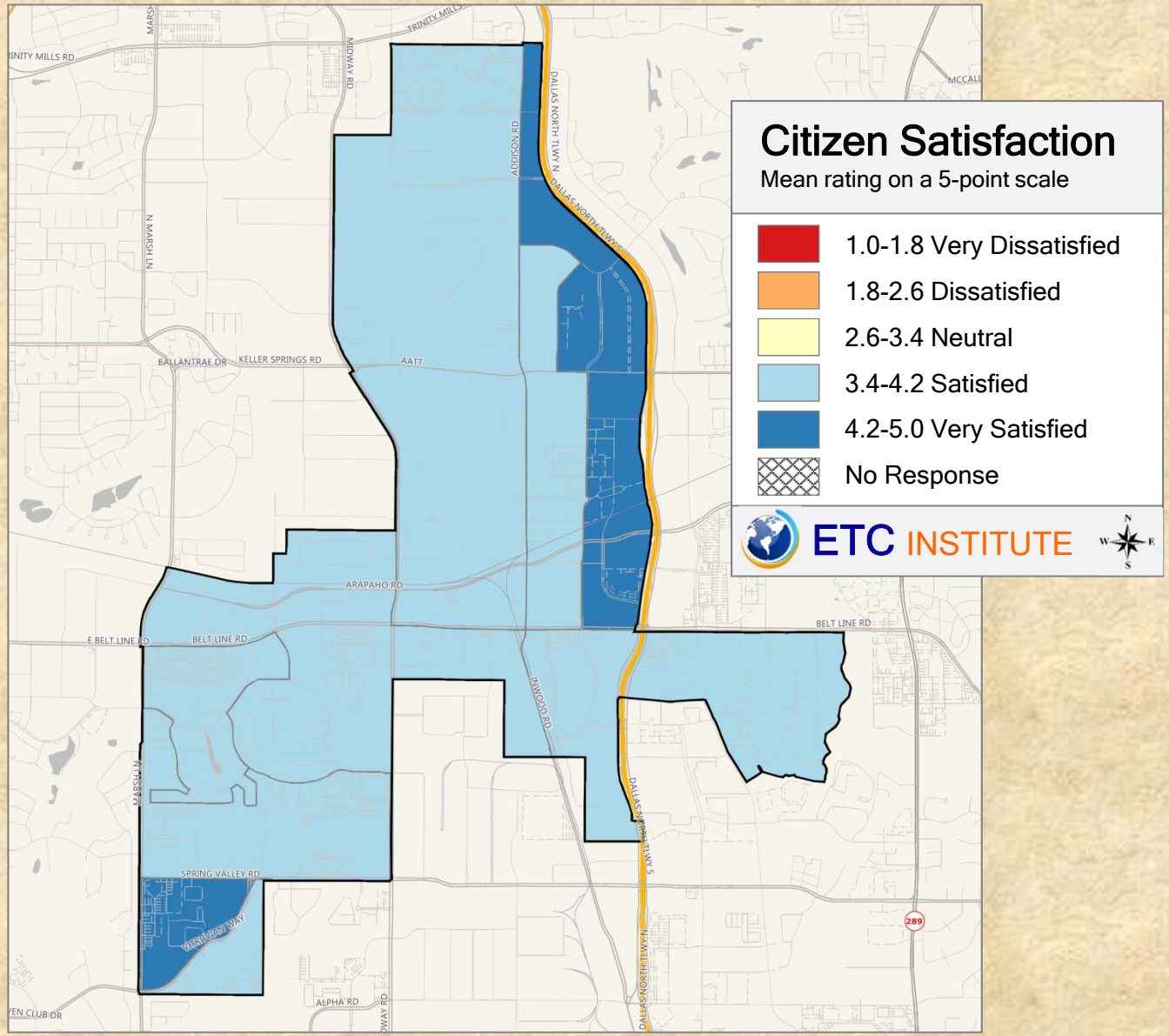
Q10-01 Level of satisfaction with: Variety of housing options



2018 Town of Addison Citizen Satisfaction Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

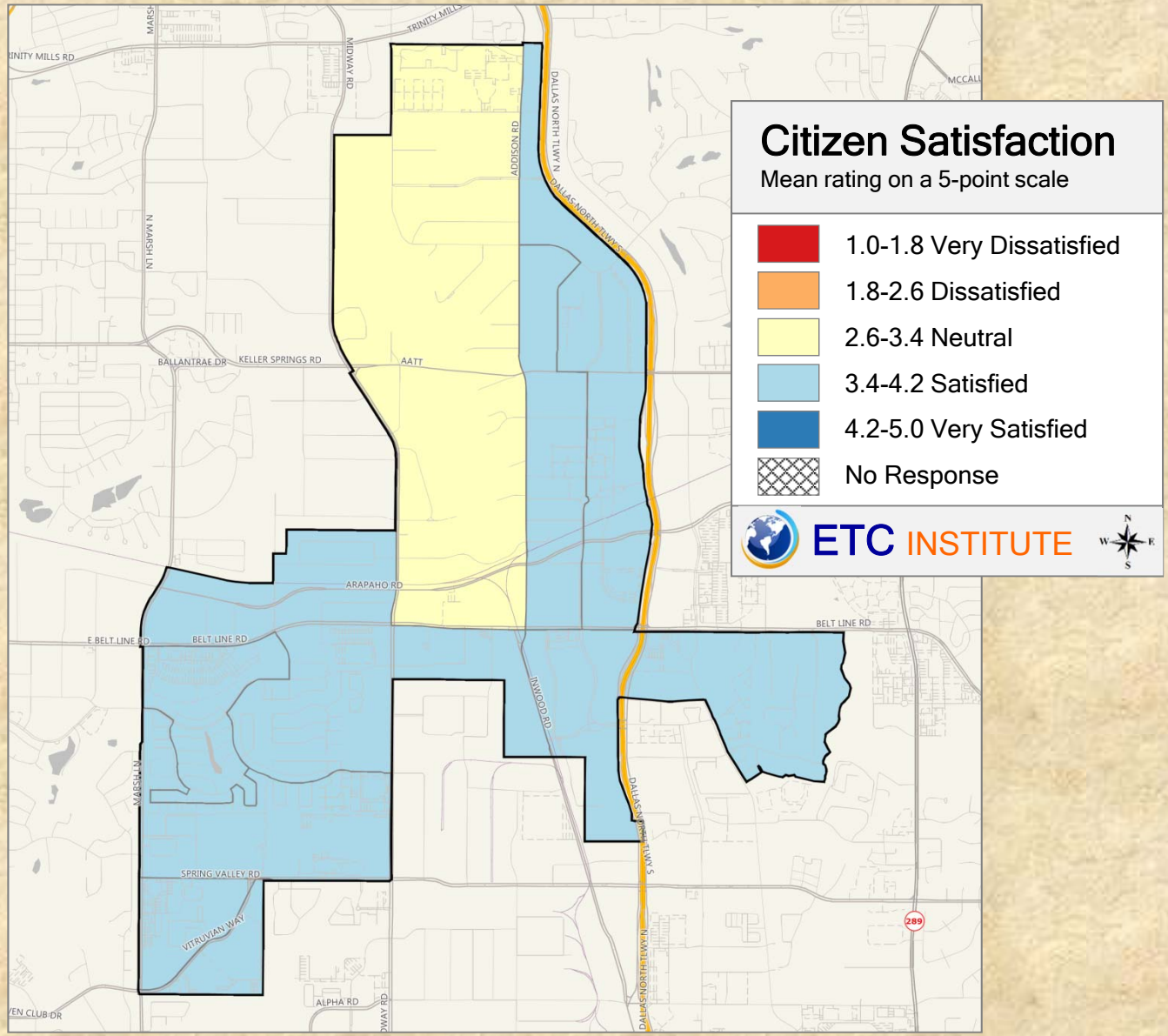
Q10-02 Level of satisfaction with: Public places where people want to spend time



2018 Town of Addison Citizen Satisfaction Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

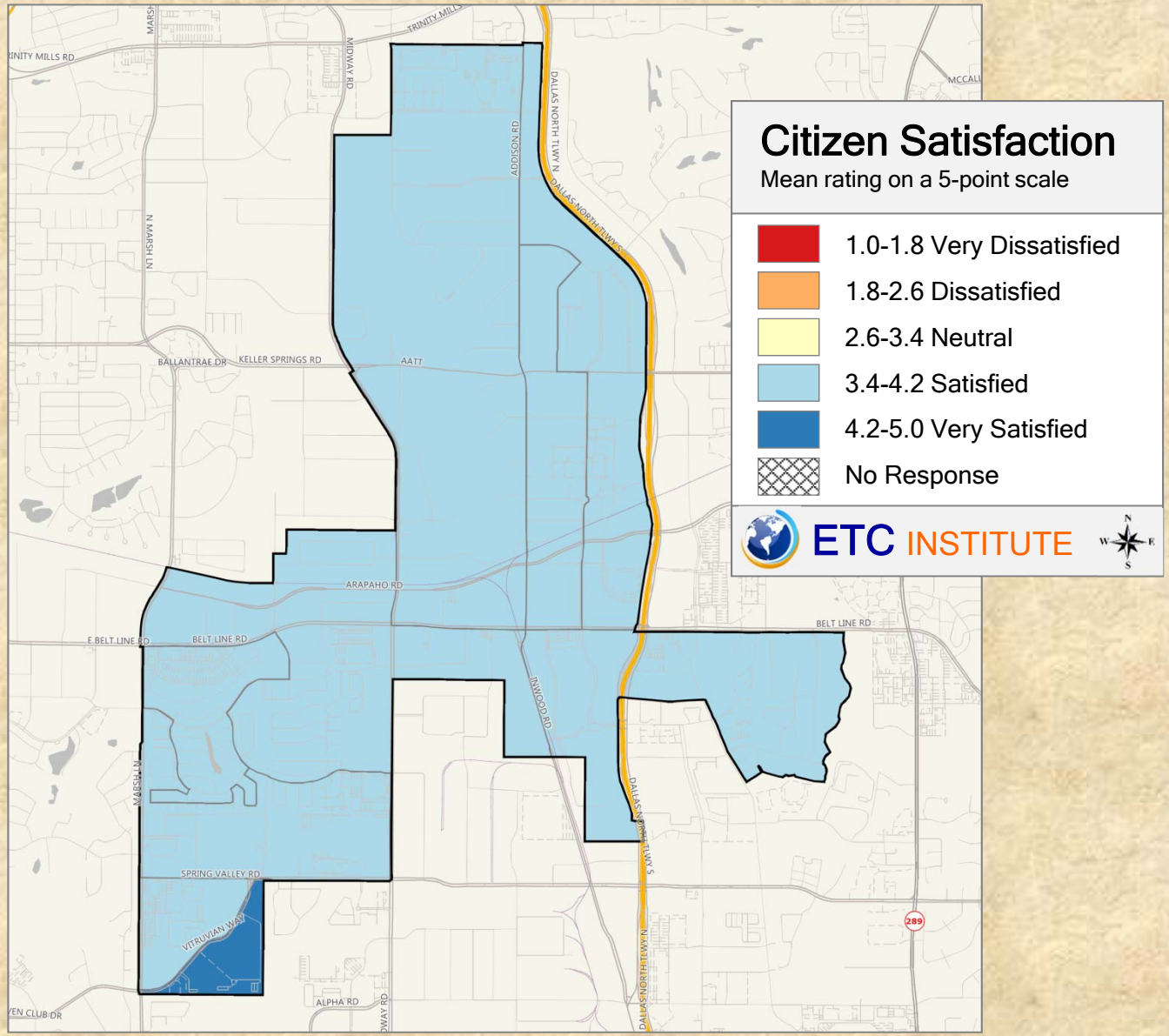
Q10-03 Level of satisfaction with: Availability of employment opportunities



2018 Town of Addison Citizen Satisfaction Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

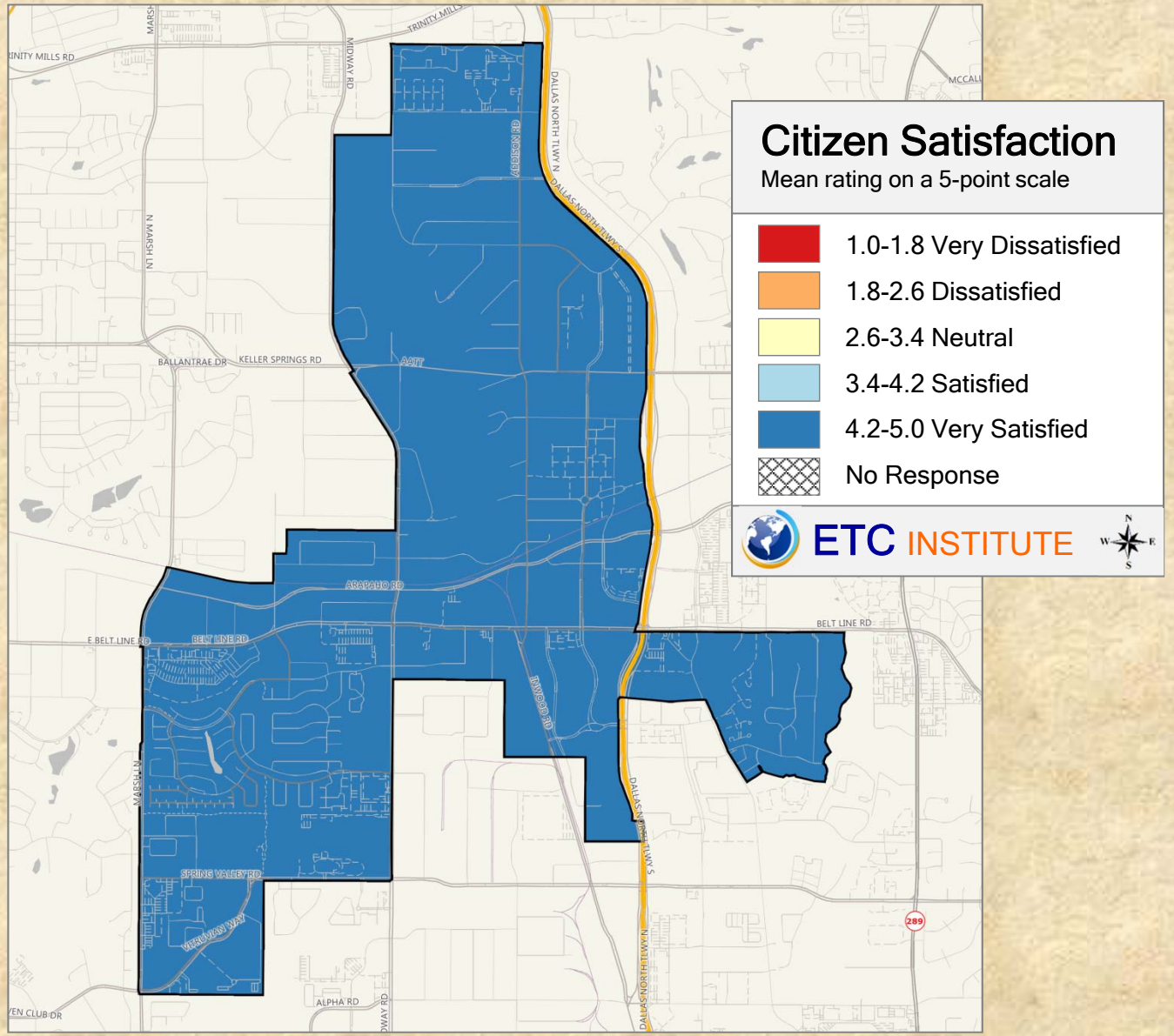
Q10-04 Level of satisfaction with: Availability of shopping options



2018 Town of Addison Citizen Satisfaction Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

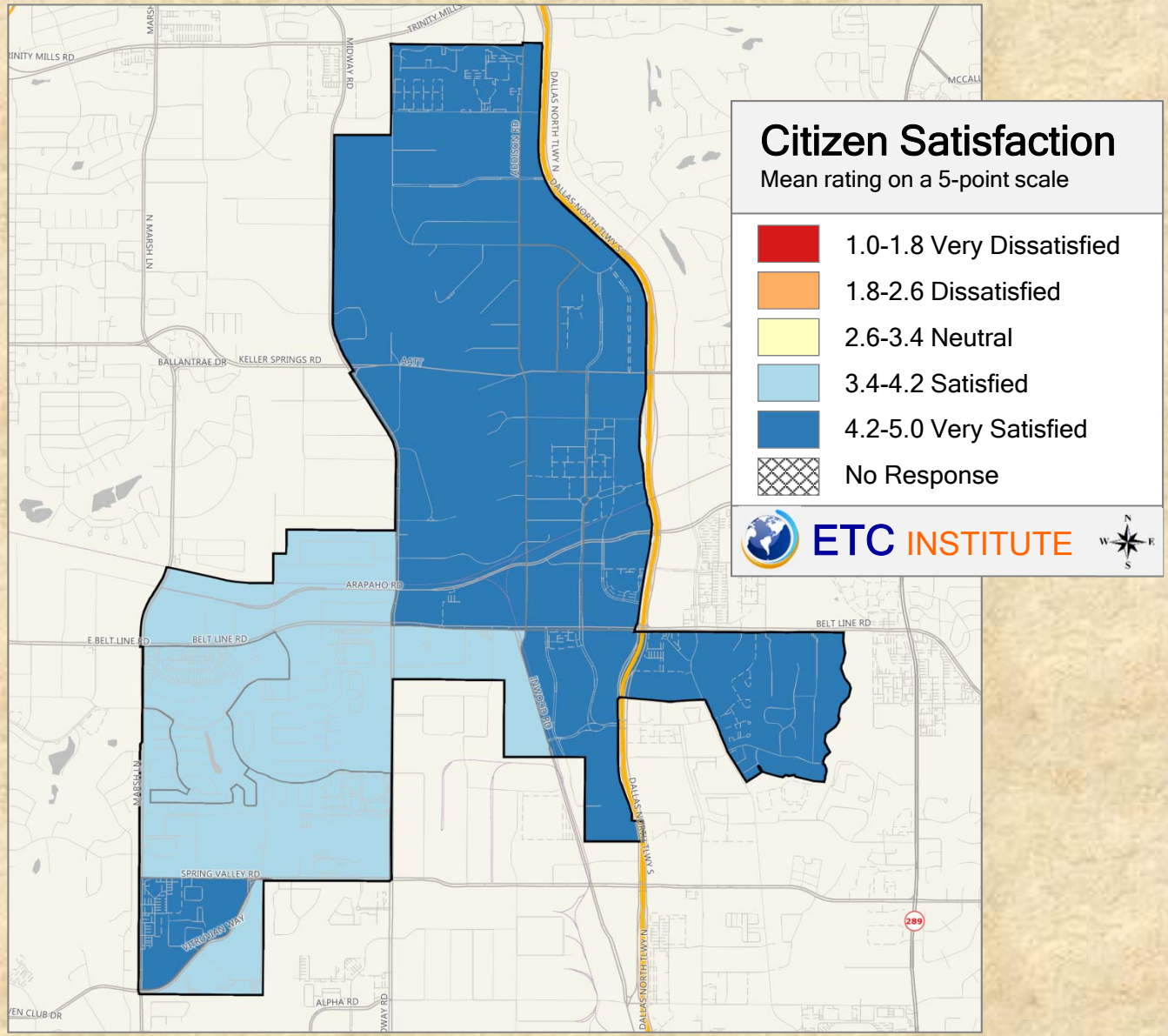
Q10-05 Level of satisfaction with: Availability of dining options



2018 Town of Addison Citizen Satisfaction Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

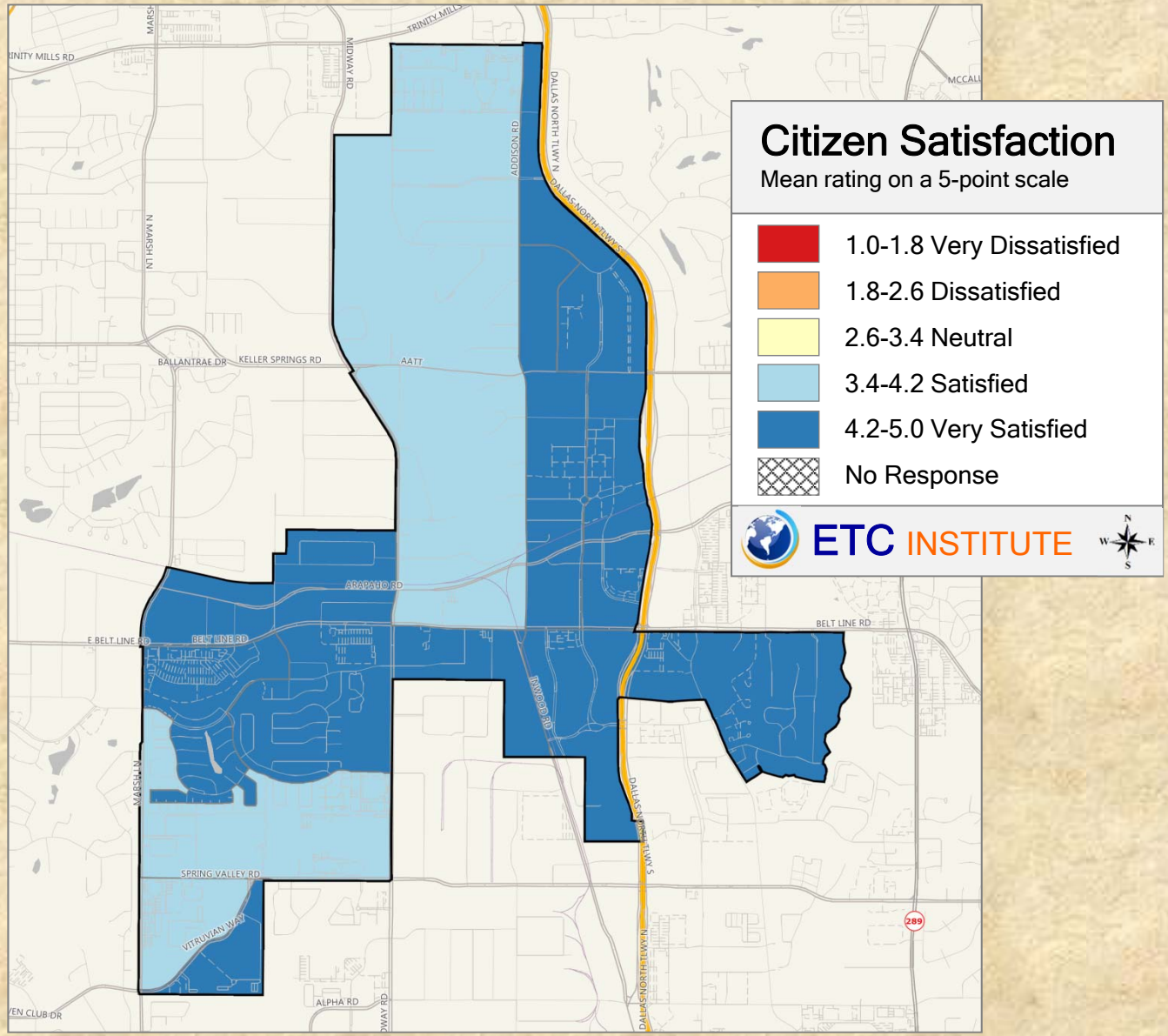
Q10-06 Level of satisfaction with: Availability of entertainment options



2018 Town of Addison Citizen Satisfaction Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

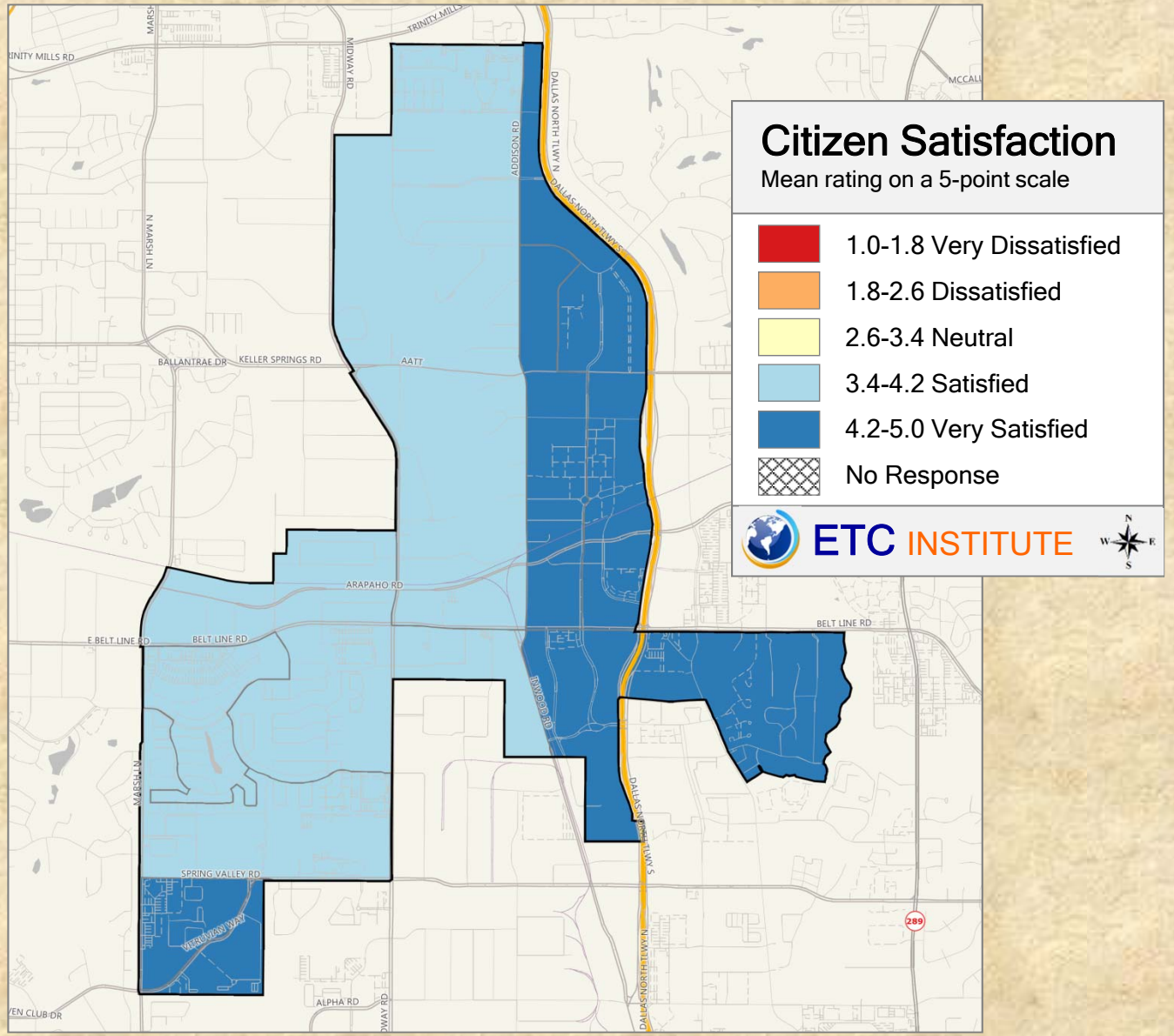
Q10-07 Level of satisfaction with: Availability of lodging options



2018 Town of Addison Citizen Satisfaction Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

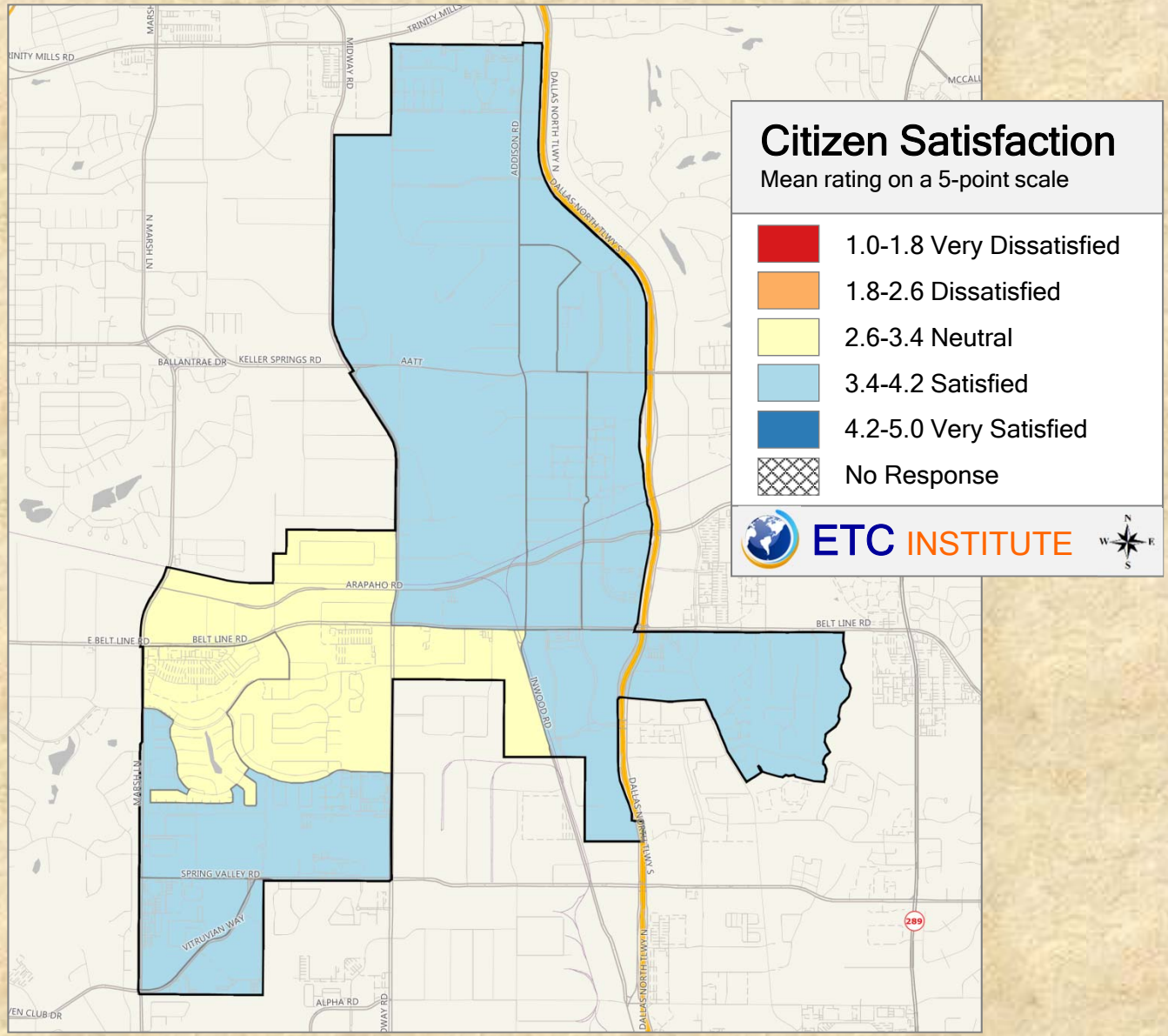
Q10-08 Level of satisfaction with: Overall quality of business and service establishments in Addison



2018 Town of Addison Citizen Satisfaction Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

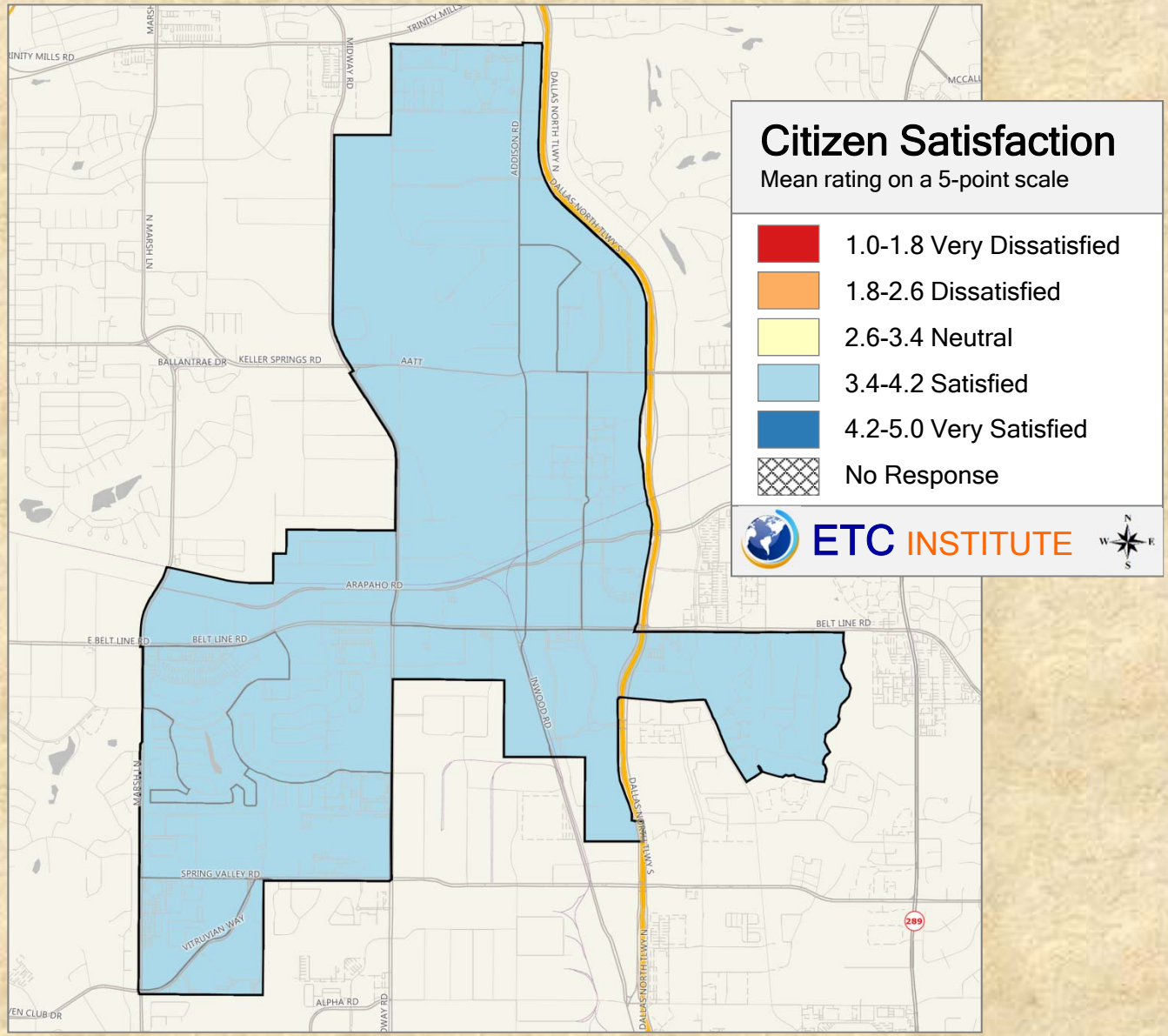
Q10-09 Level of satisfaction with: Overall quality of new residential development



2018 Town of Addison Citizen Satisfaction Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

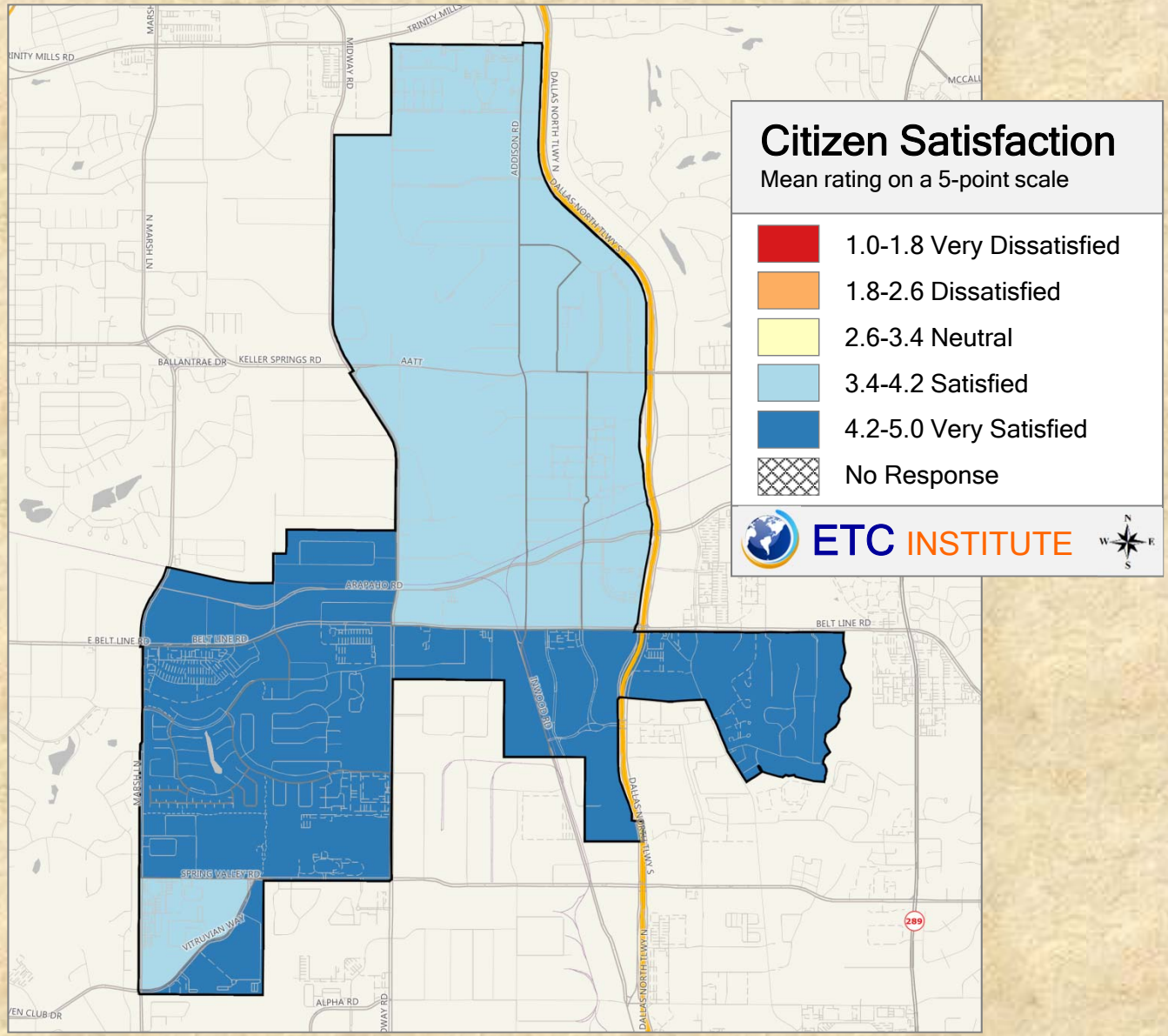
Q10-10 Level of satisfaction with: Overall quality of new commercial development



2018 Town of Addison Citizen Satisfaction Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

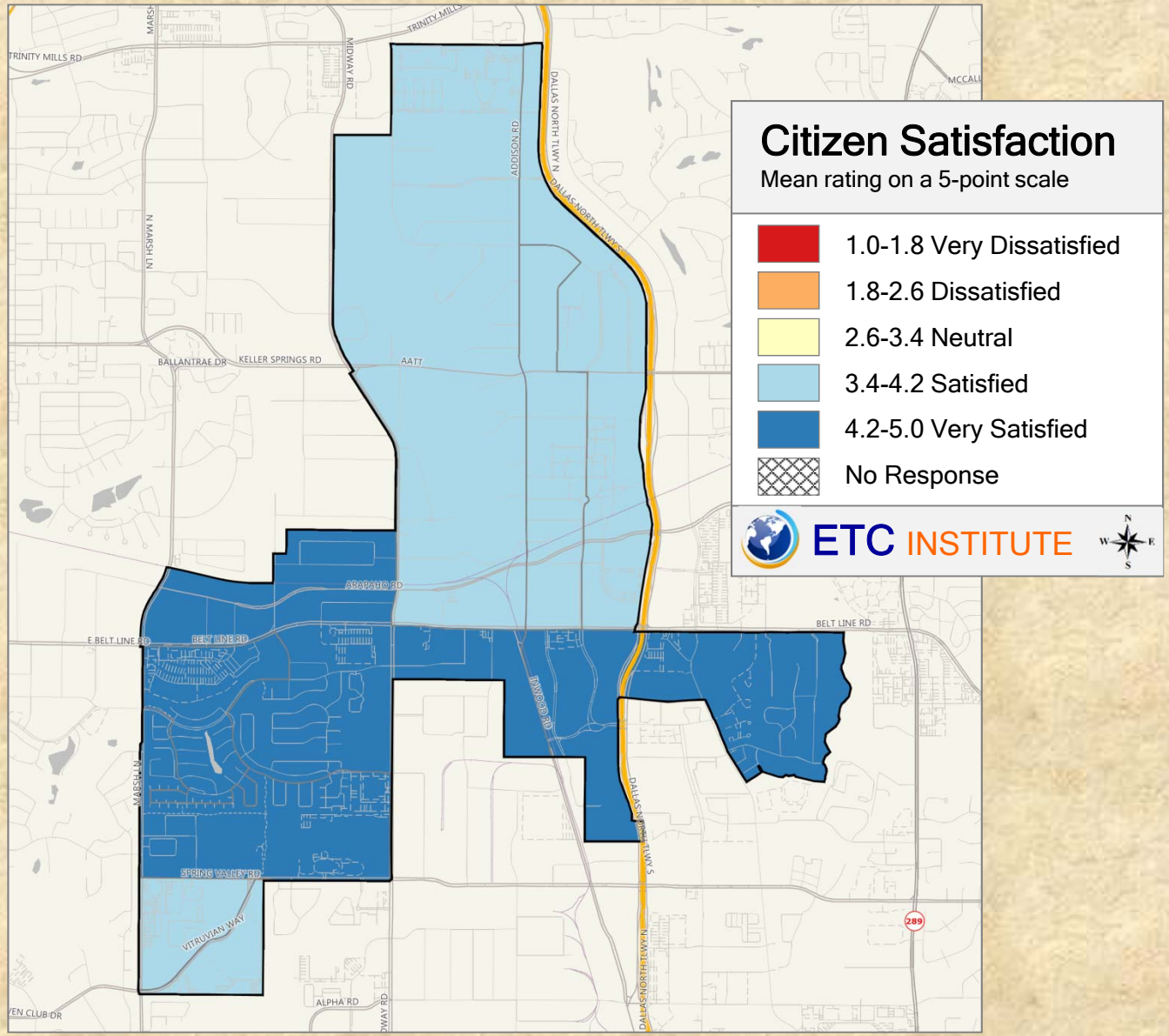
Q11-01 Level of satisfaction with: Quality of residential garbage collection



2018 Town of Addison Citizen Satisfaction Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

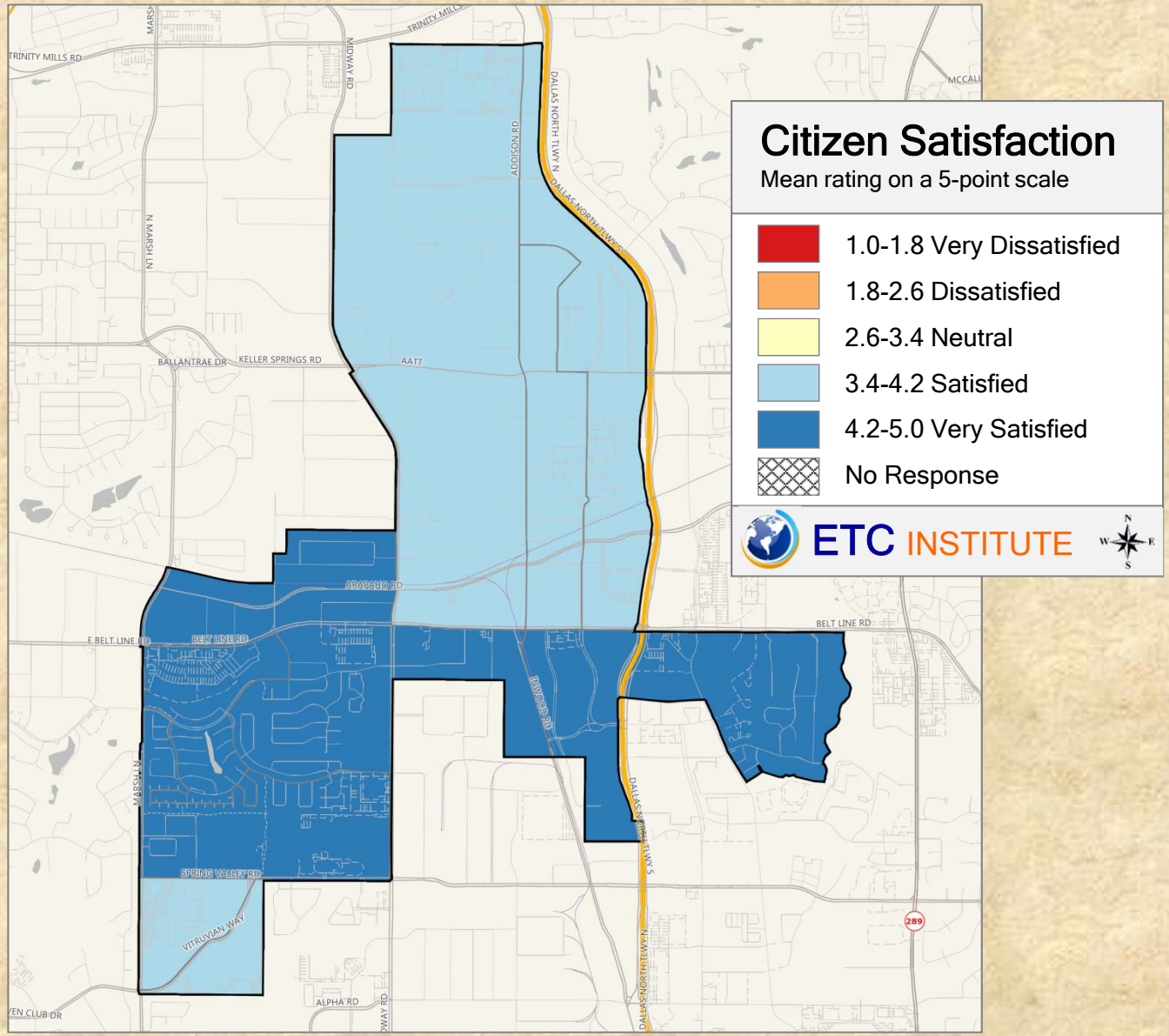
Q11-02 Level of satisfaction with: Quality of residential curbside recycling services



2018 Town of Addison Citizen Satisfaction Survey

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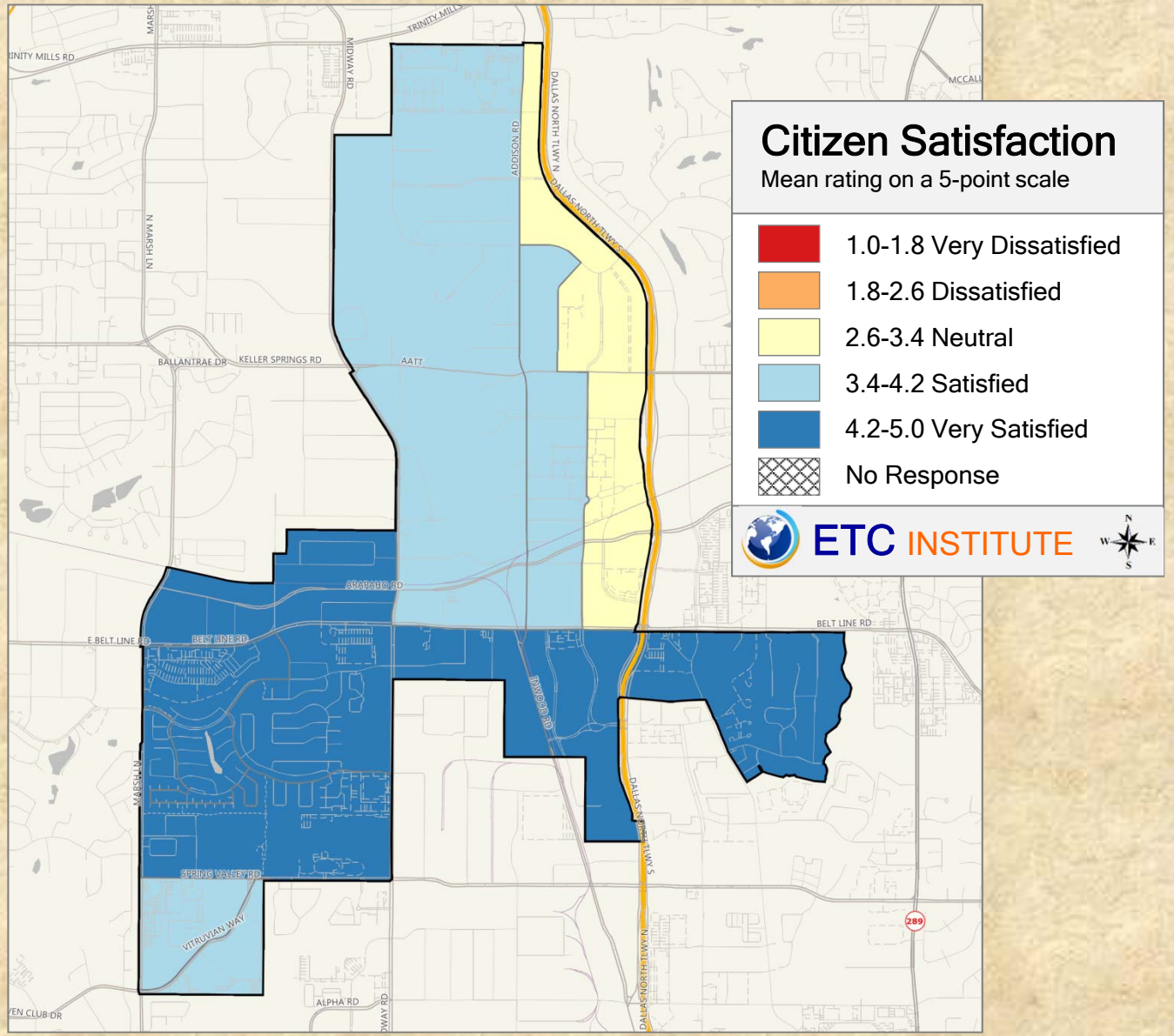
Q11-03 Level of satisfaction with: Quality of yard waste and brush collection



2018 Town of Addison Citizen Satisfaction Survey

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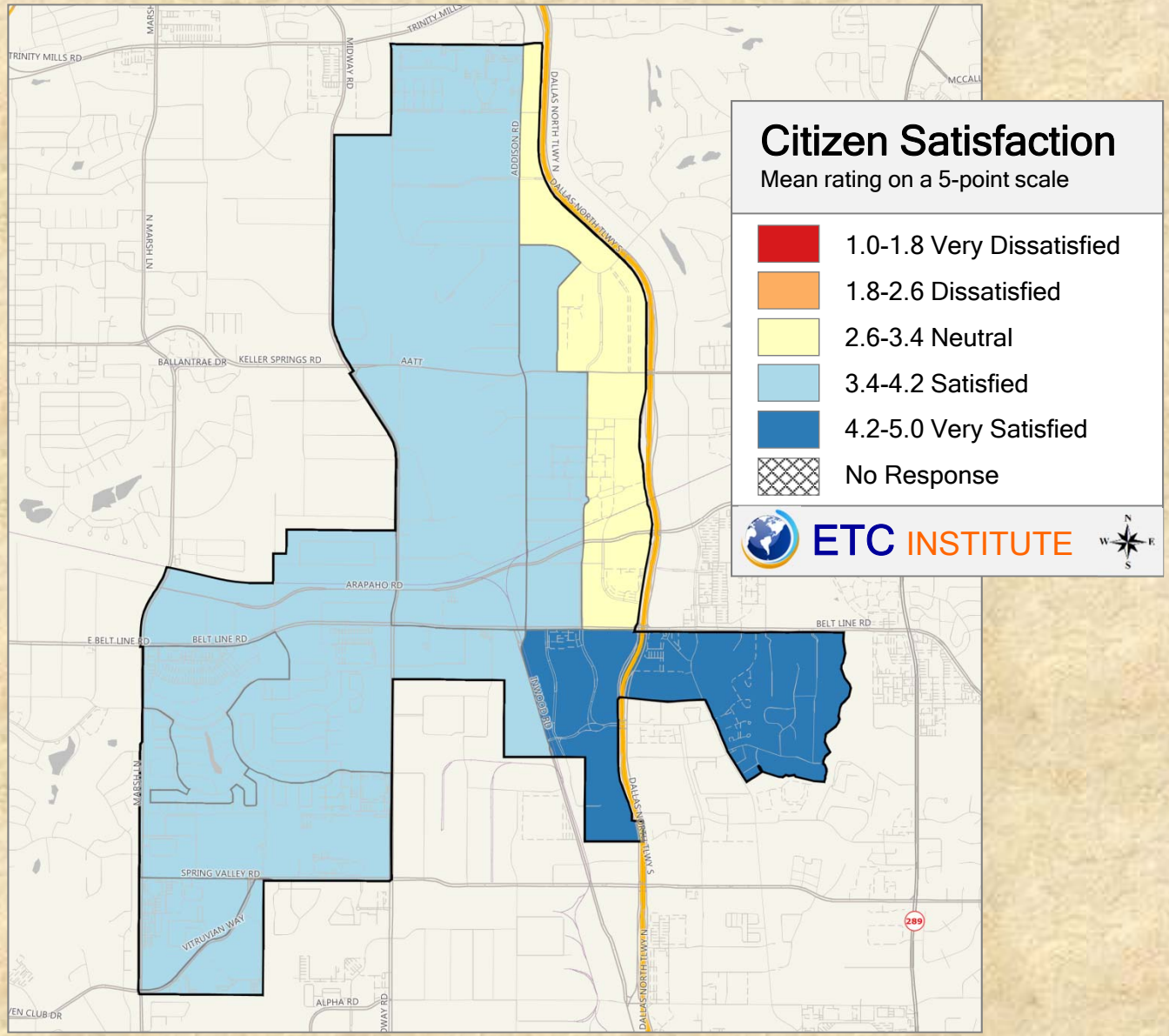
Q11-04 Level of satisfaction with: Bulky item pick up/removal services



2018 Town of Addison Citizen Satisfaction Survey

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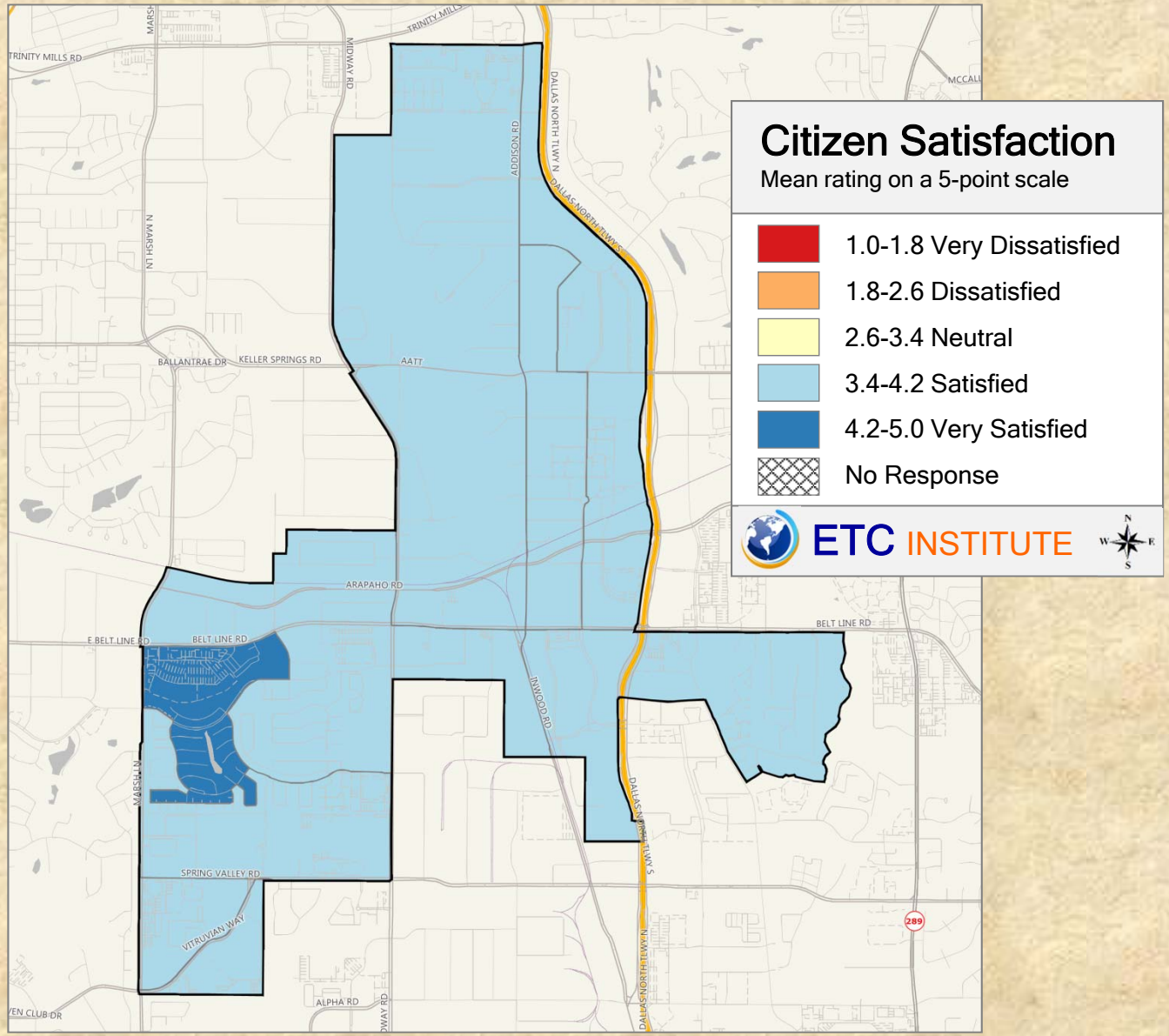
Q11-05 Level of satisfaction with: Household hazardous waste disposal service



2018 Town of Addison Citizen Satisfaction Survey

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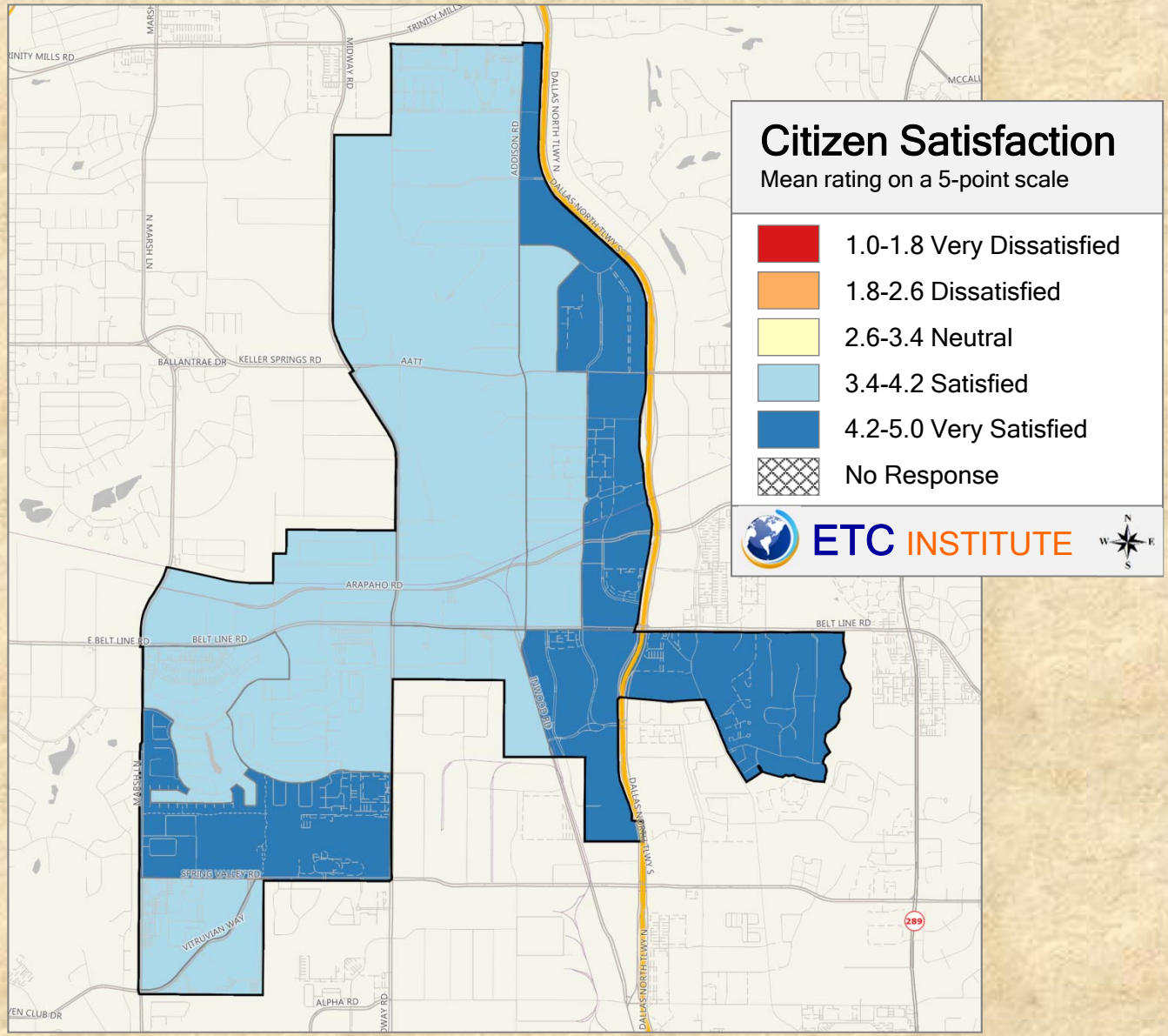
Q11-06 Level of satisfaction with: Electronic waste disposal service



2018 Town of Addison Citizen Satisfaction Survey

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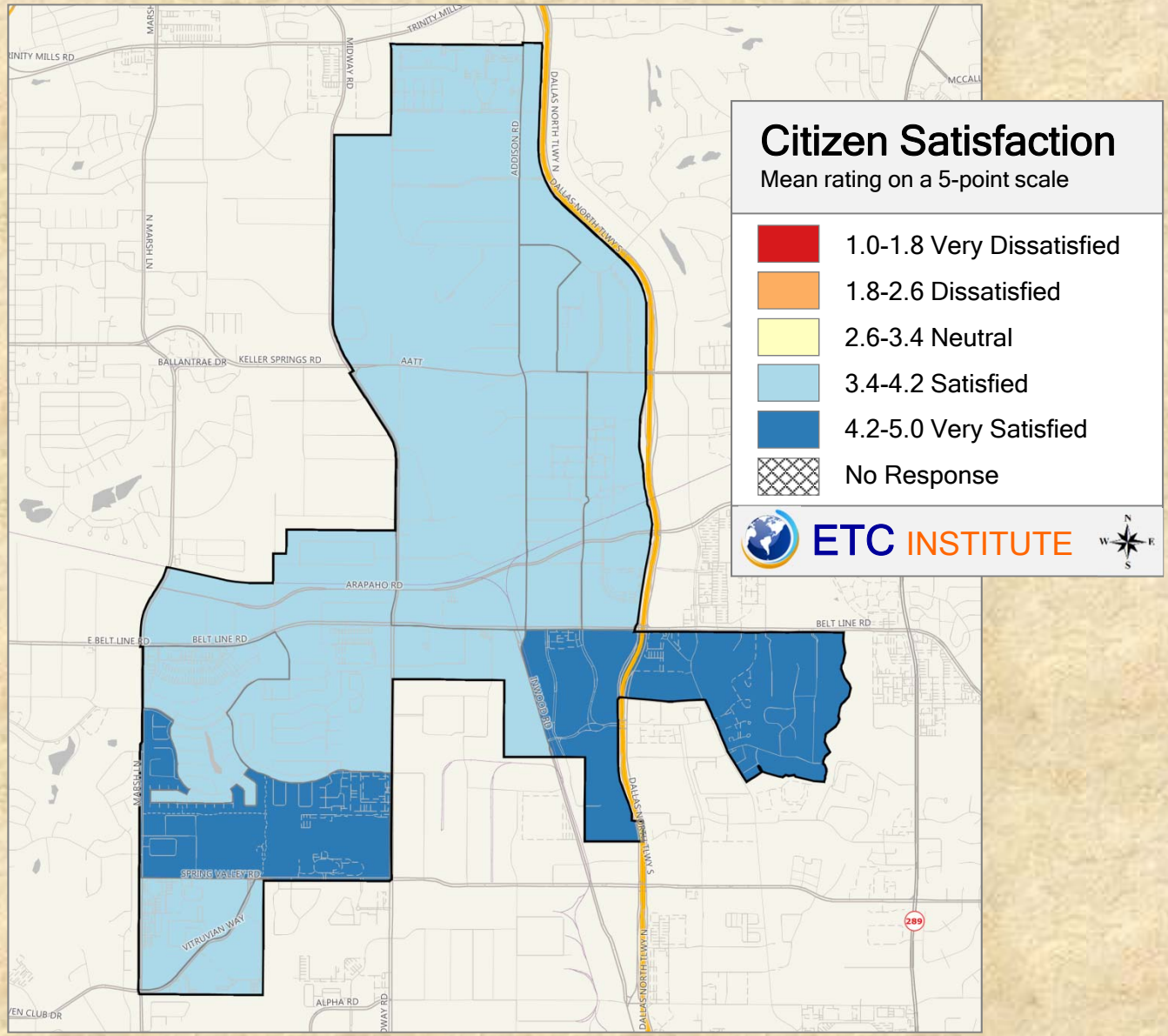
Q14-01 Level of satisfaction with: Quality of Water Services customer service



2018 Town of Addison Citizen Satisfaction Survey

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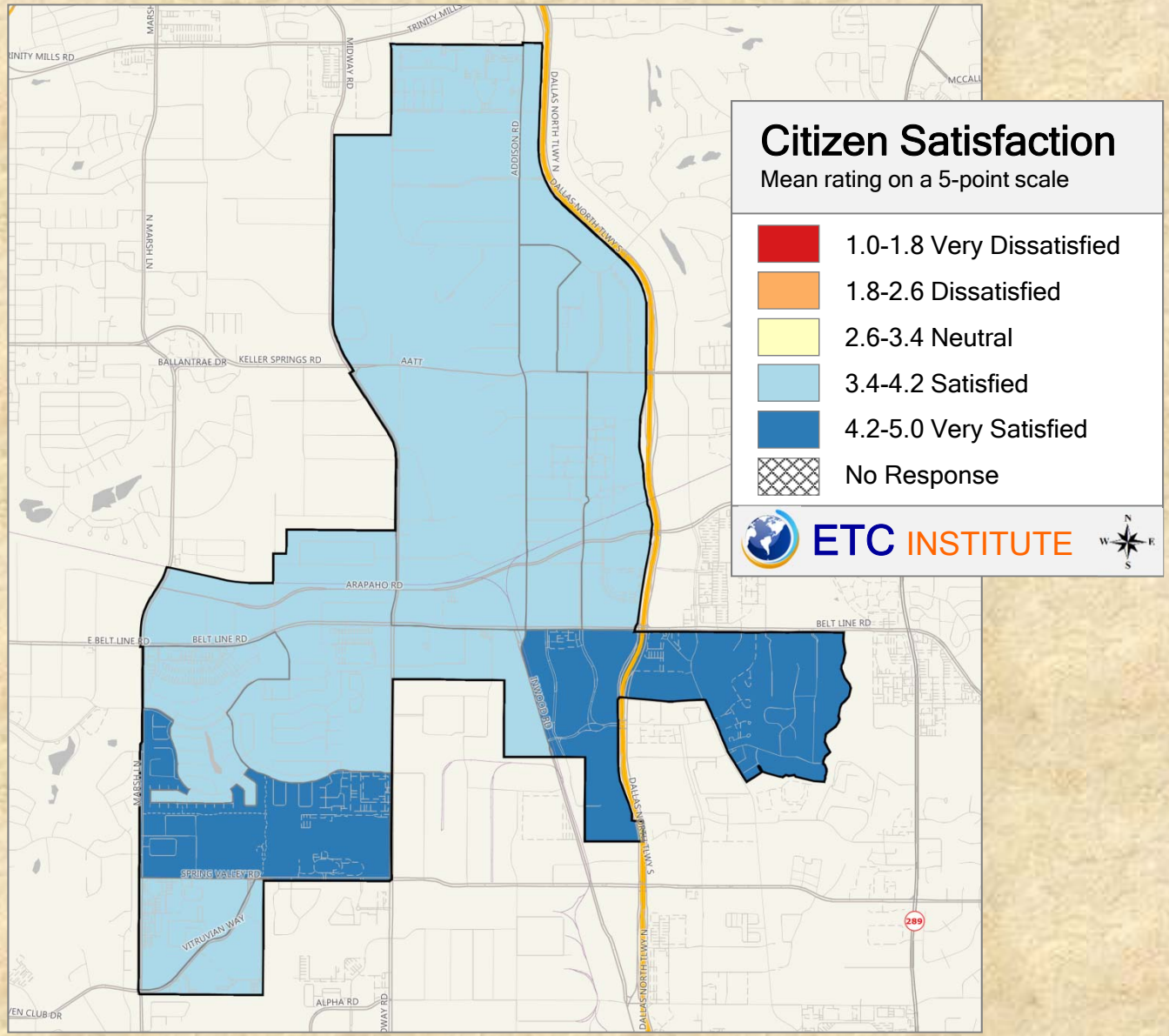
Q14-02 Level of satisfaction with: Quality of drinking water



2018 Town of Addison Citizen Satisfaction Survey

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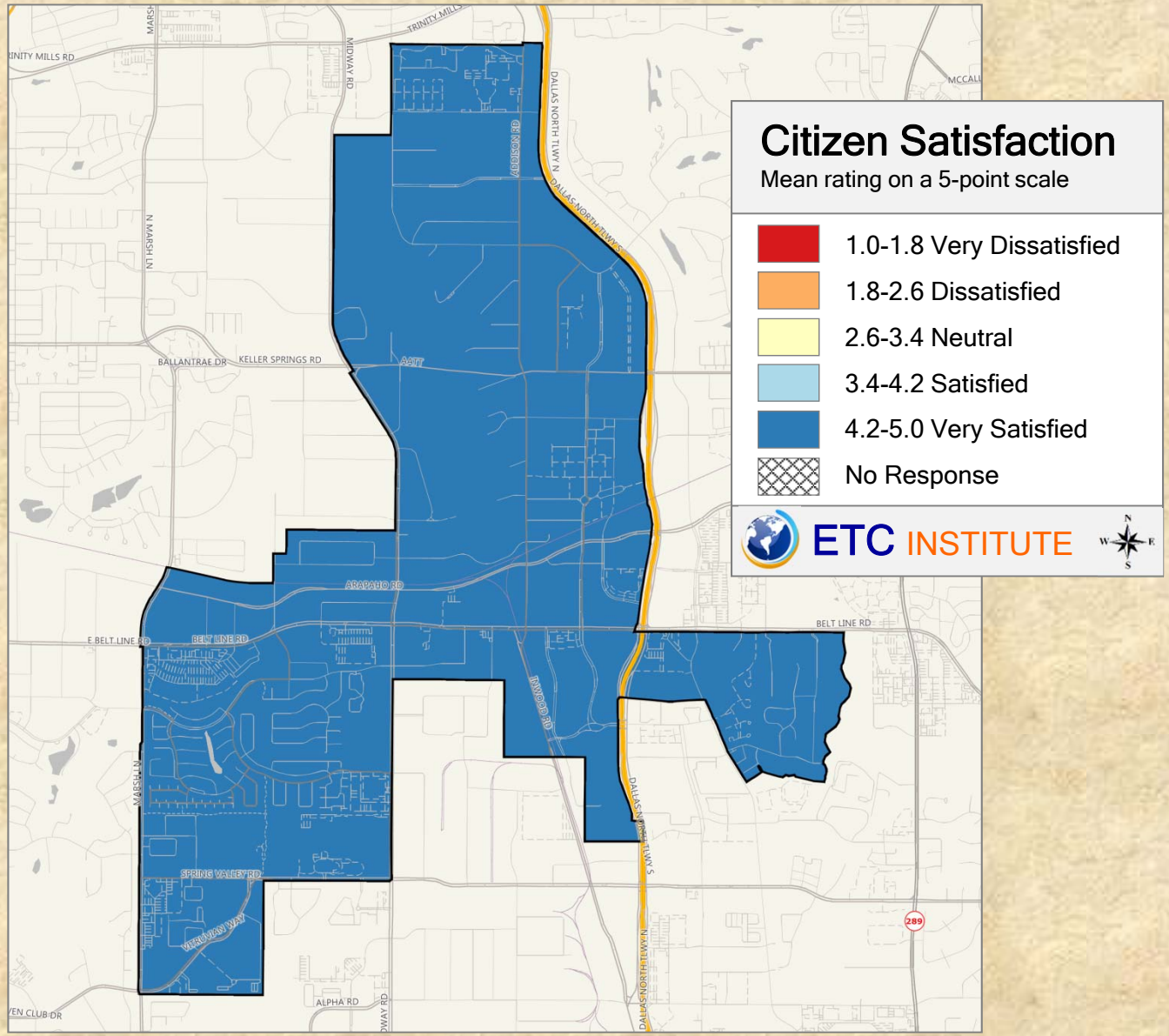
Q14-03 Level of satisfaction with: Quality of water pressure



2018 Town of Addison Citizen Satisfaction Survey

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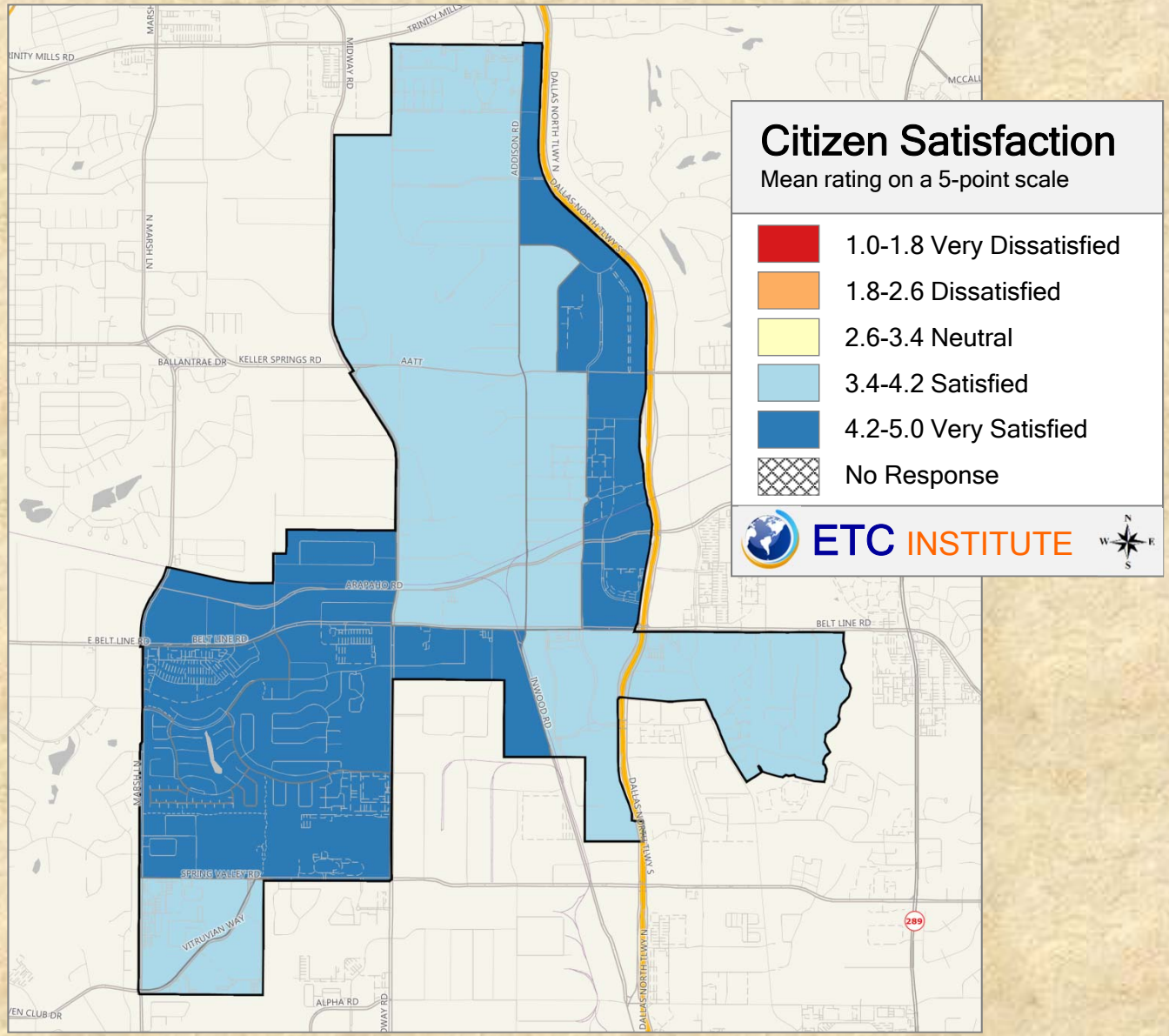
Q15-01 Level of satisfaction with: Quality of town parks



2018 Town of Addison Citizen Satisfaction Survey

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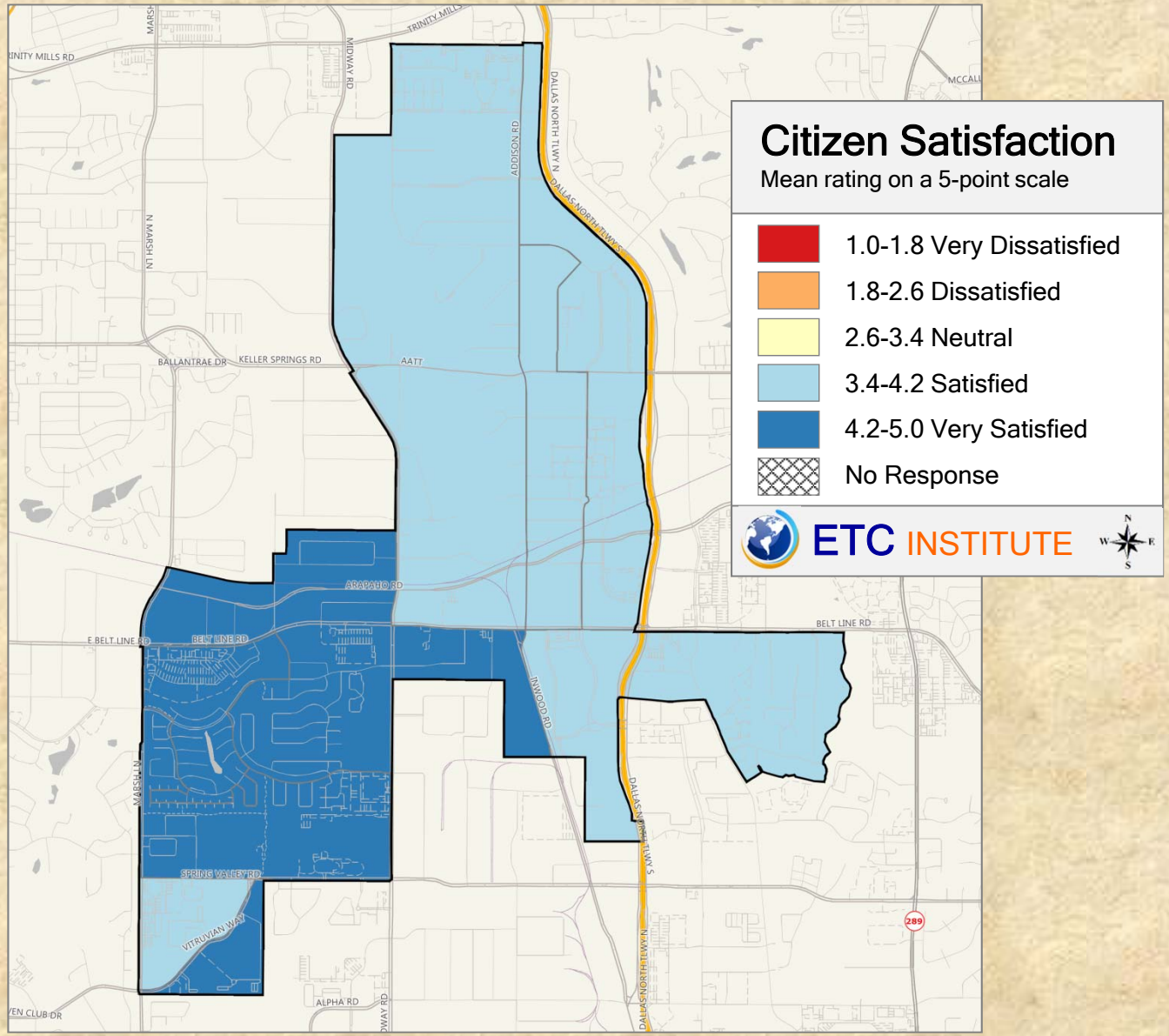
Q15-02 Level of satisfaction with: Number of town parks



2018 Town of Addison Citizen Satisfaction Survey

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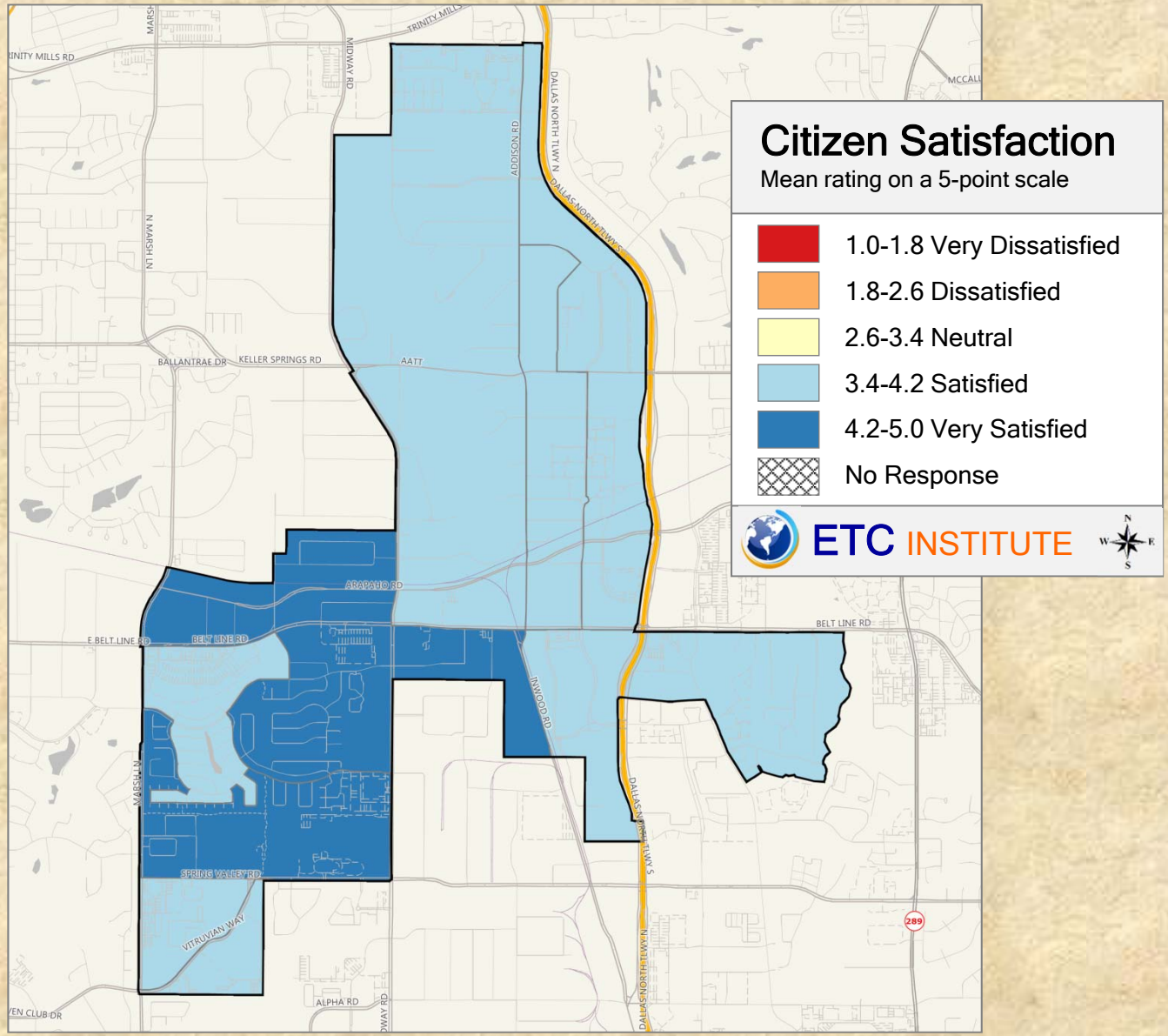
Q15-03 Level of satisfaction with: Quality of walking and biking trails



2018 Town of Addison Citizen Satisfaction Survey

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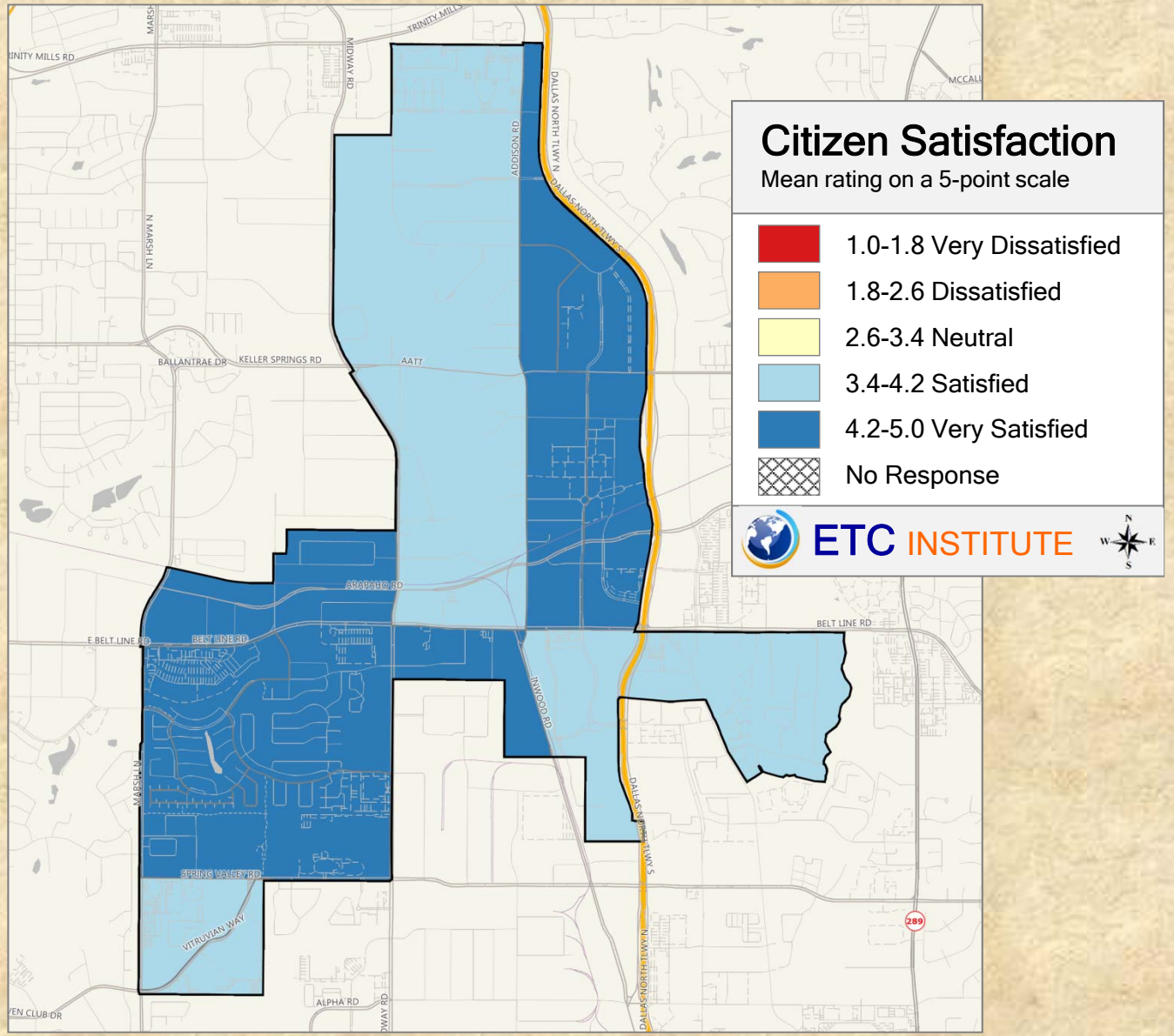
Q15-04 Level of satisfaction with: Number of walking and biking trails



2018 Town of Addison Citizen Satisfaction Survey

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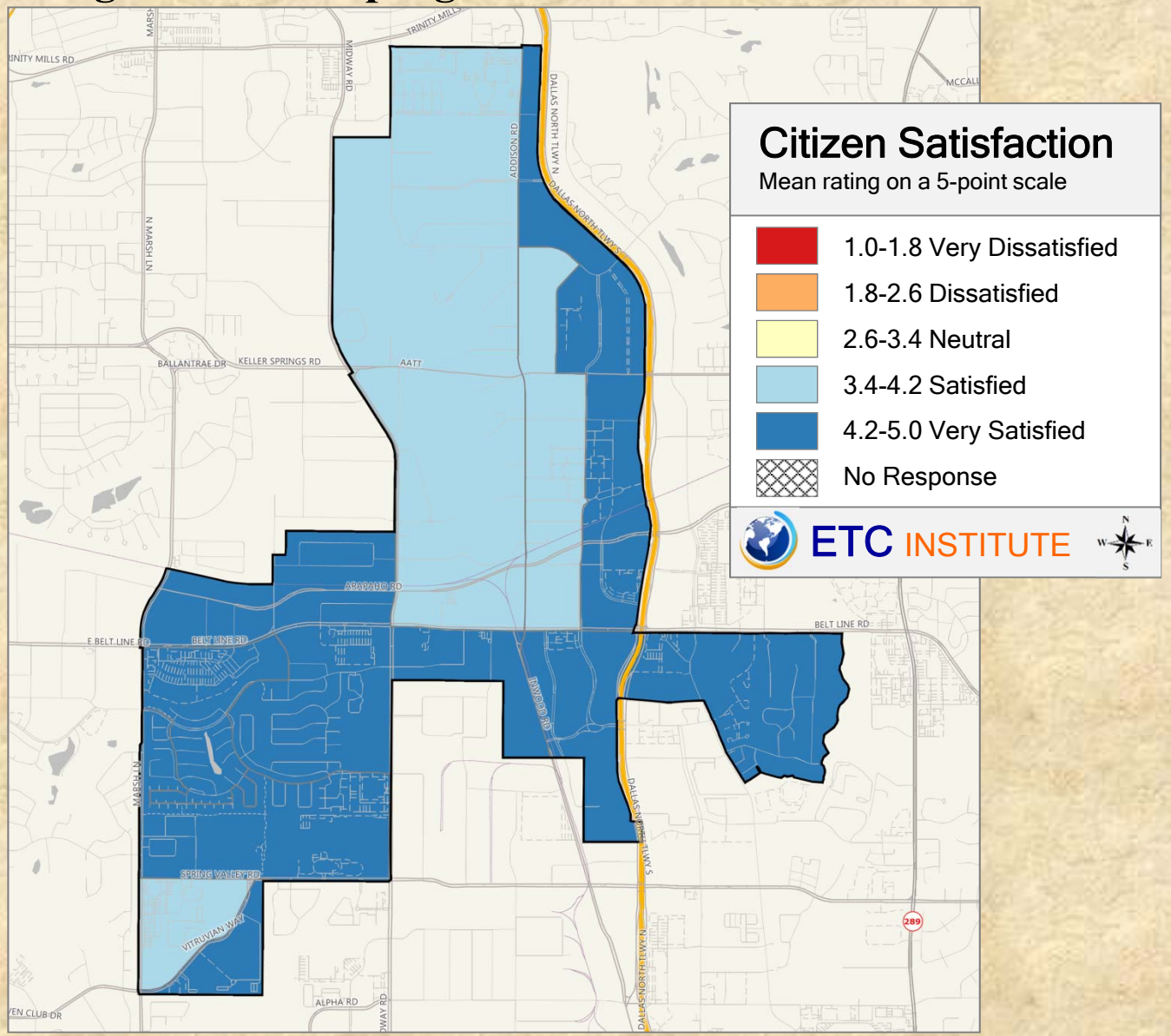
Q15-05 Level of satisfaction with: Quality of maintenance of town parks



2018 Town of Addison Citizen Satisfaction Survey

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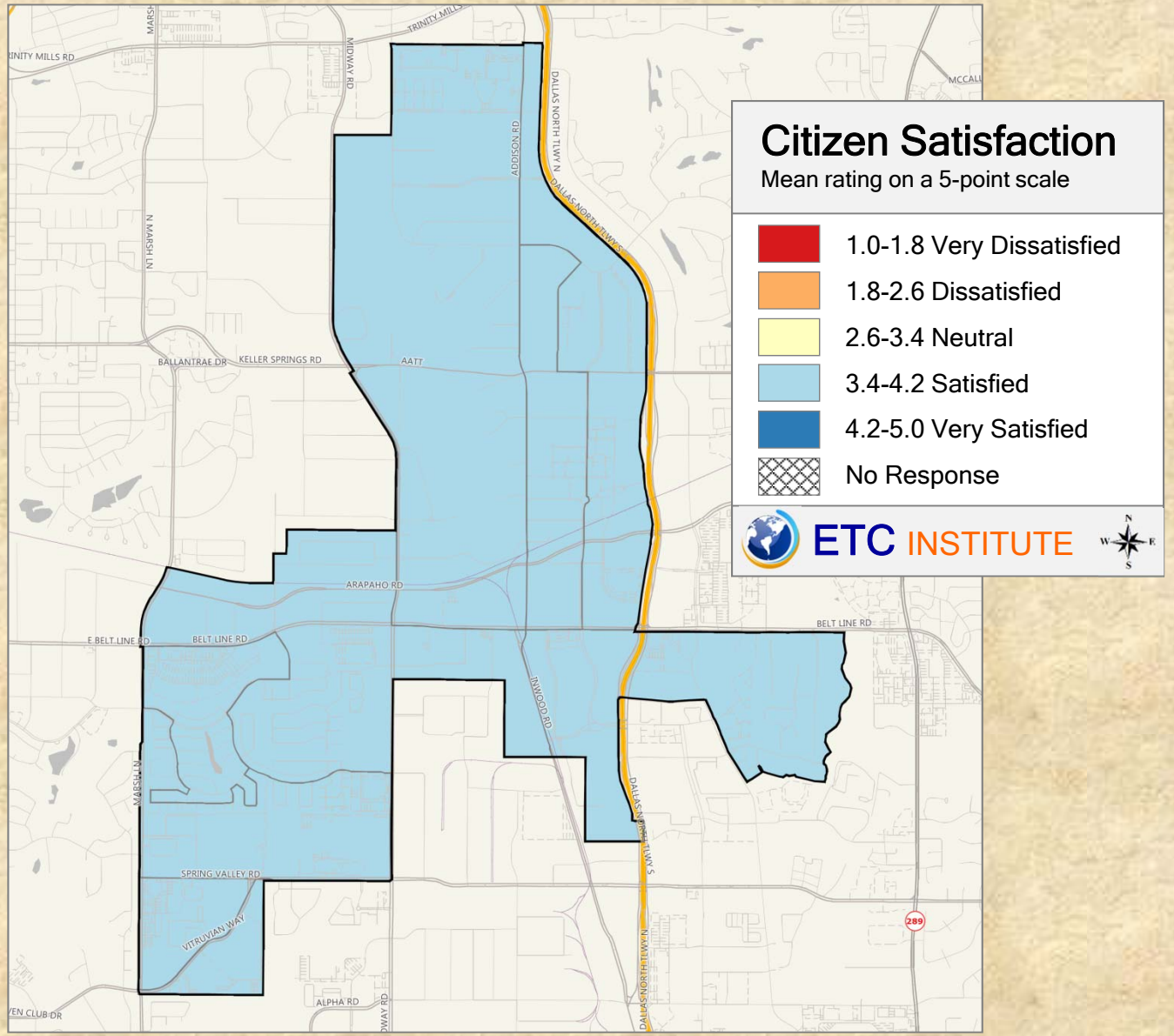
Q15-06 Level of satisfaction with: Ease of registration for programs at the athletic club



2018 Town of Addison Citizen Satisfaction Survey

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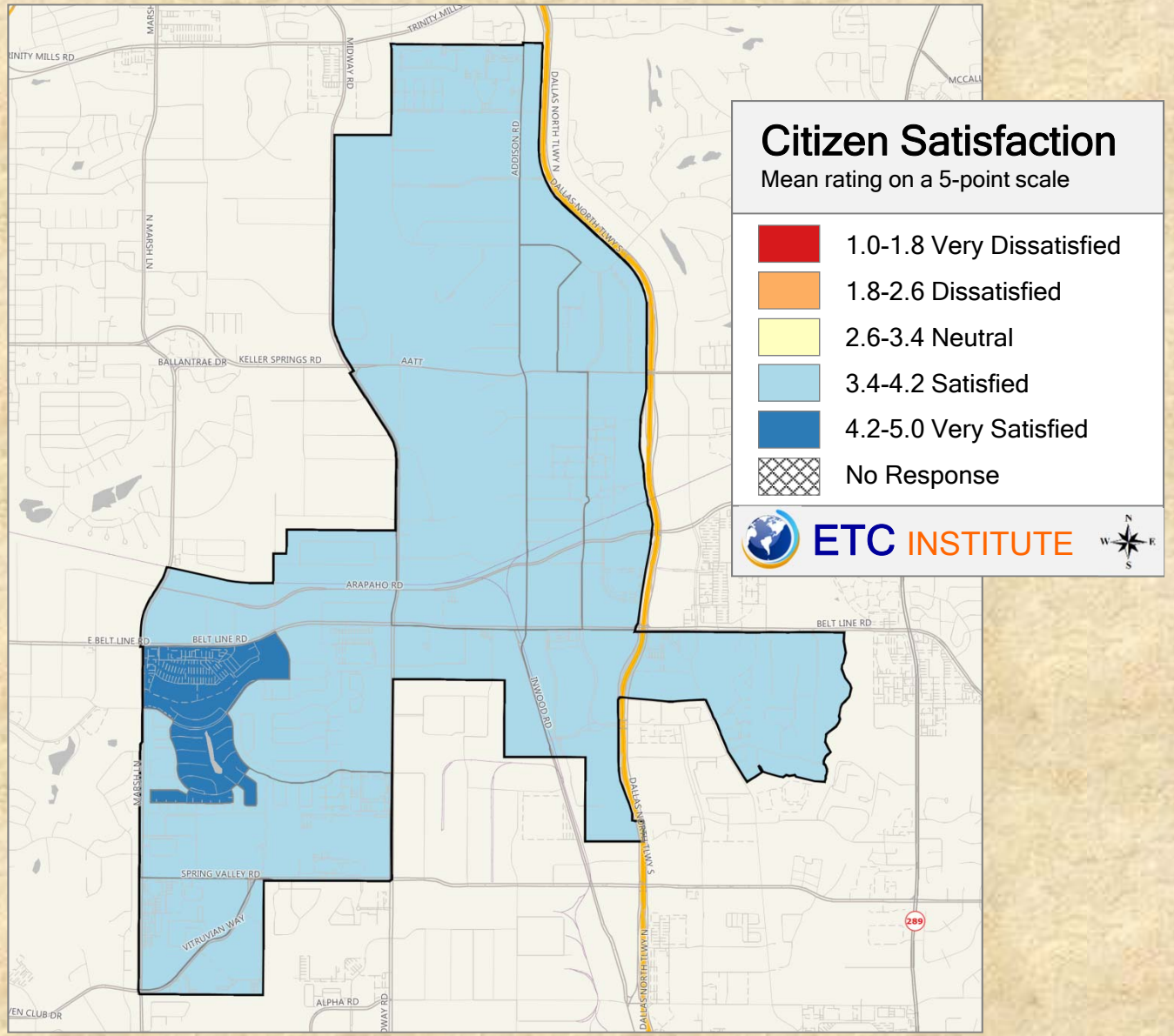
Q15-07 Level of satisfaction with: Quality of dog parks



2018 Town of Addison Citizen Satisfaction Survey

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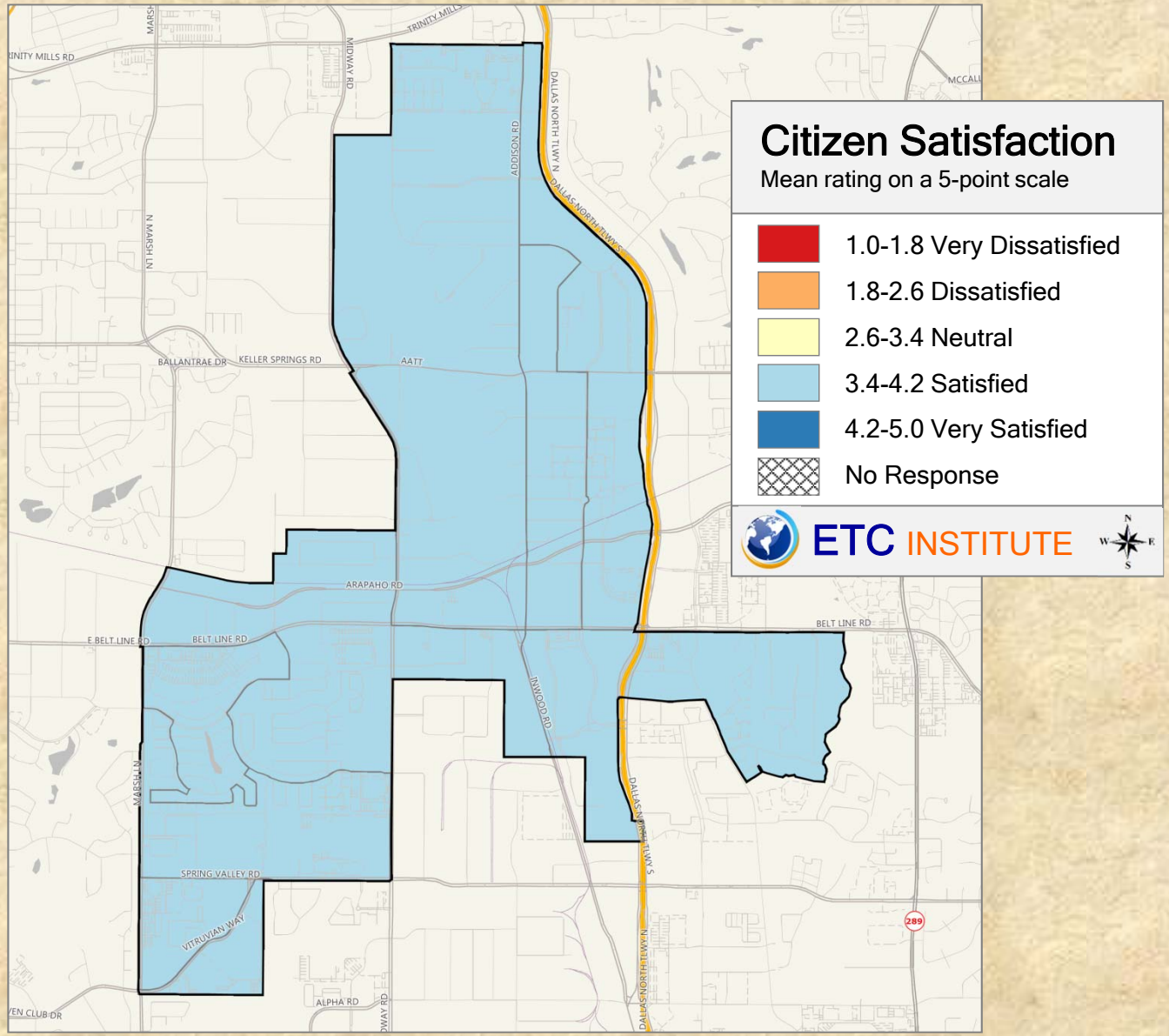
Q15-08 Level of satisfaction with: Eco-friendly initiatives in town parks



2018 Town of Addison Citizen Satisfaction Survey

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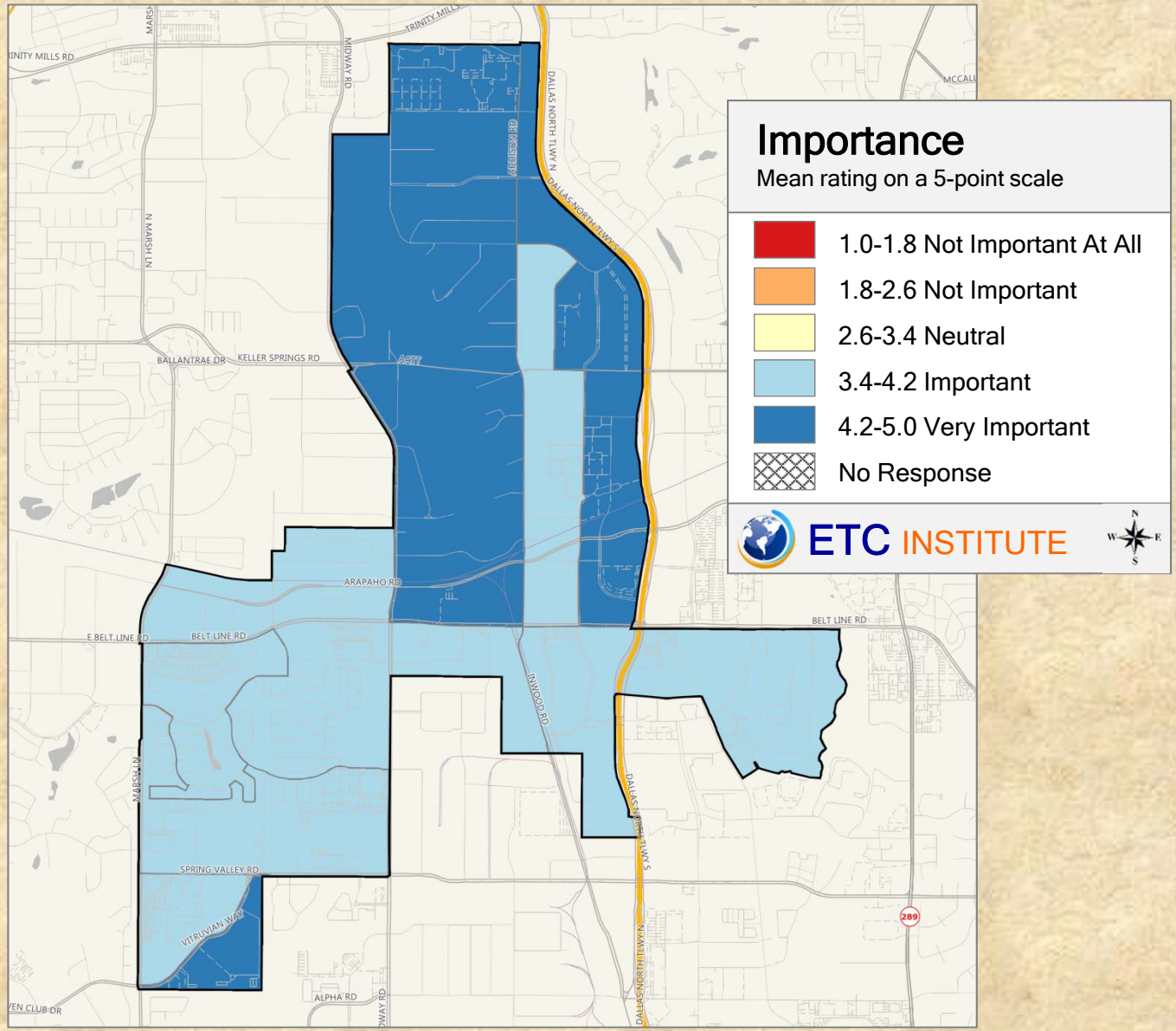
Q15-09 Level of satisfaction with: Quality of public art



2018 Town of Addison Citizen Satisfaction Survey

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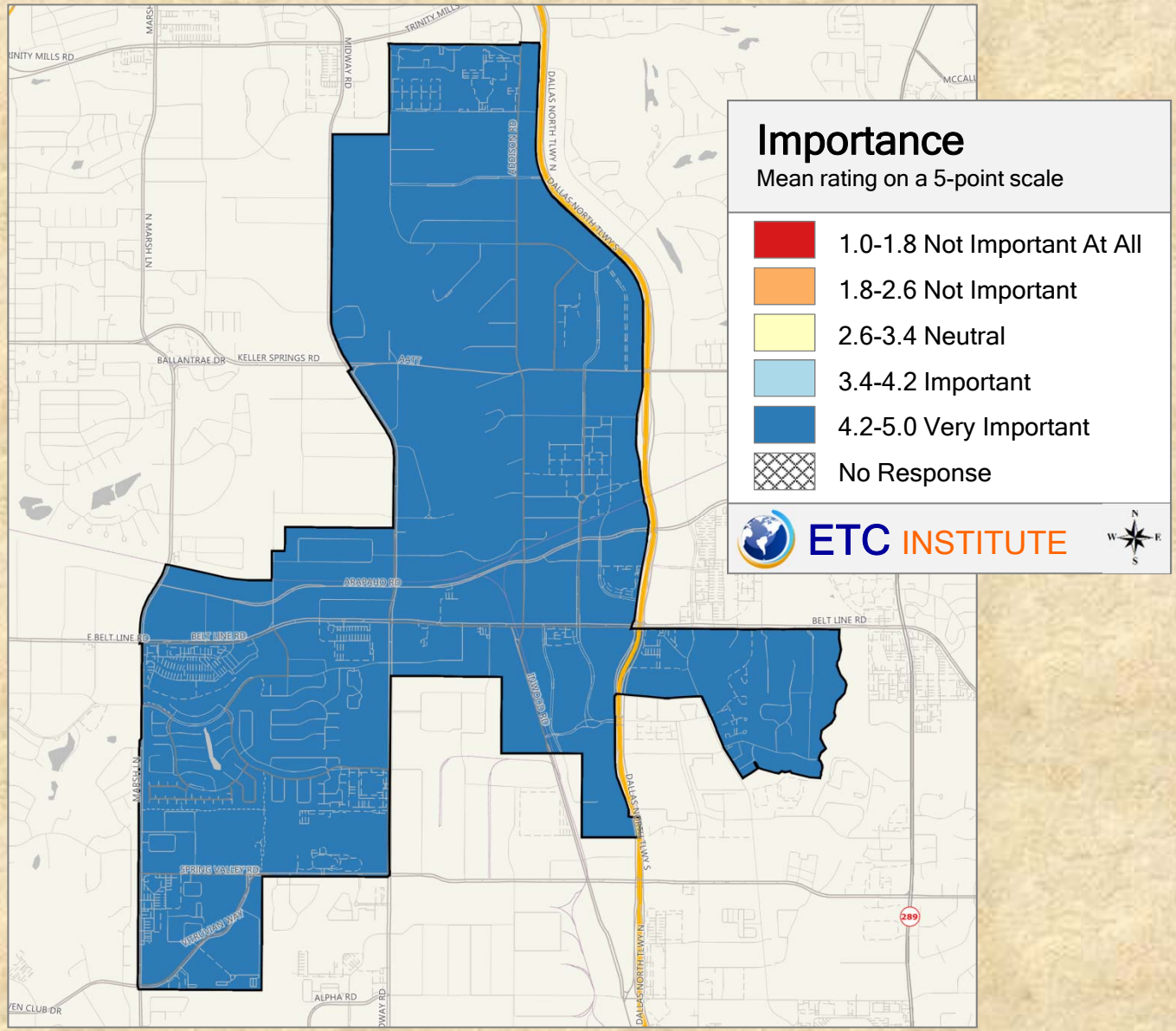
Q17-01 Level of importance of: Economic development



2018 Town of Addison Citizen Satisfaction Survey

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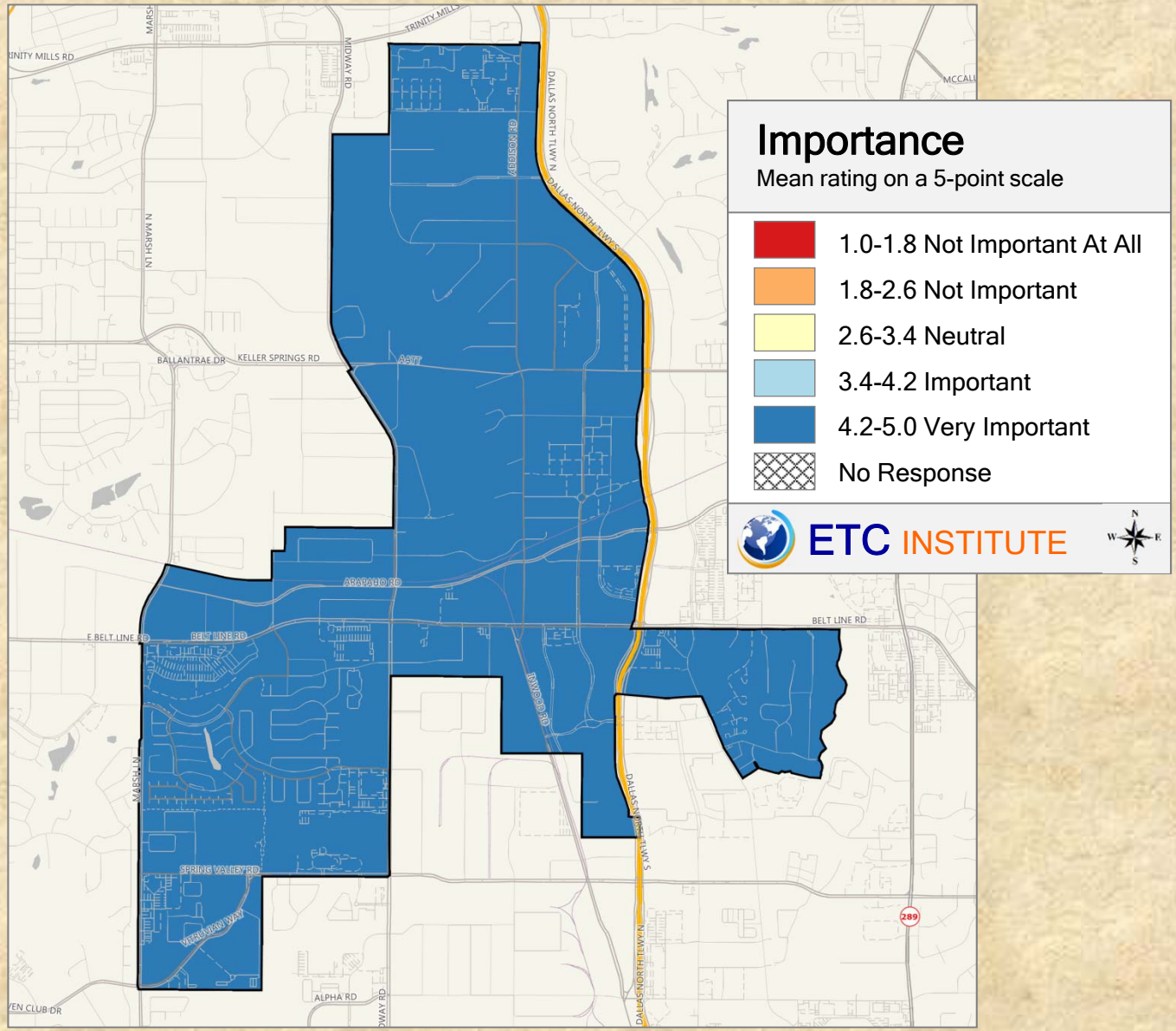
Q17-02 Level of importance of: Maintaining town infrastructure



2018 Town of Addison Citizen Satisfaction Survey

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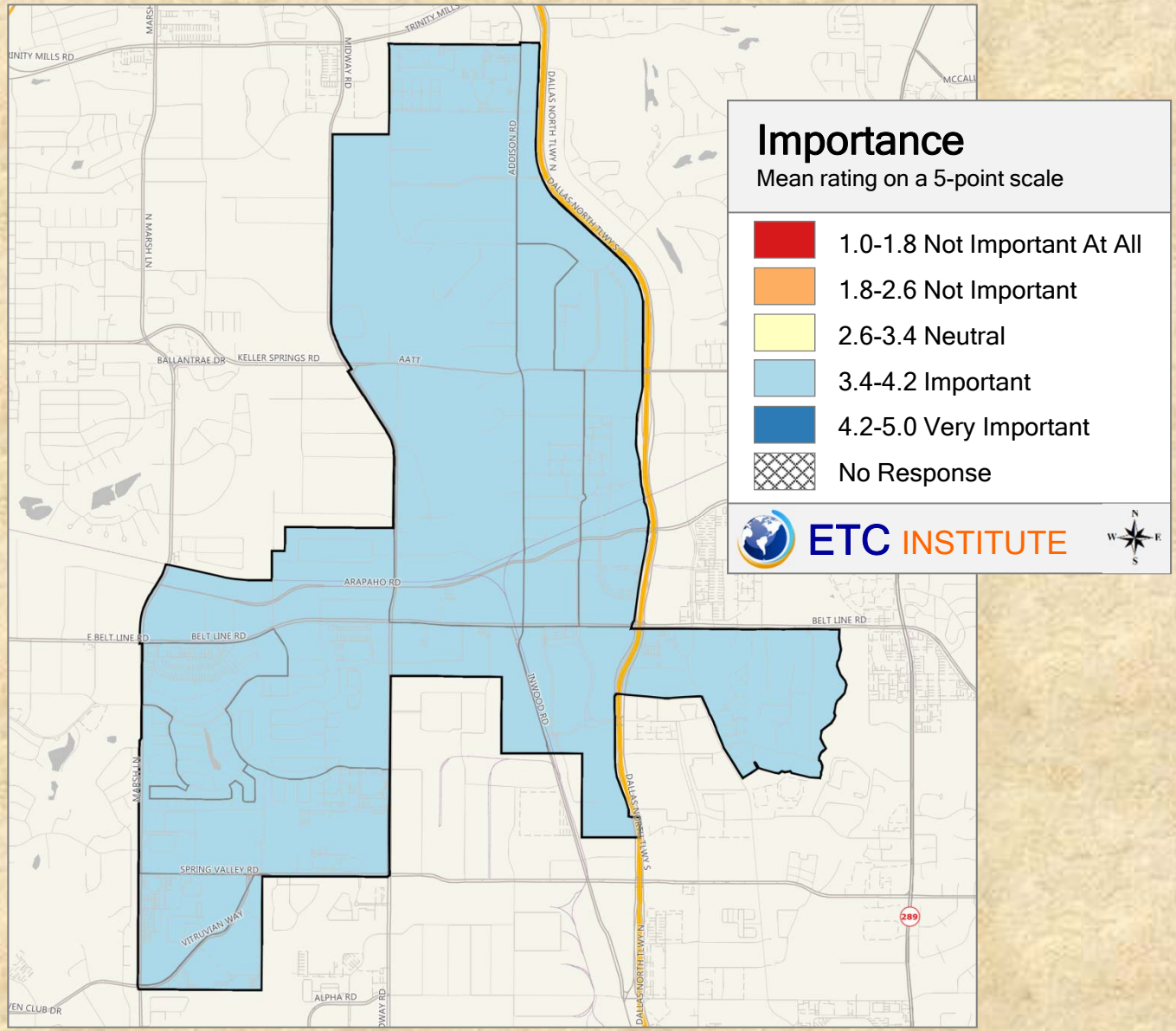
Q17-03 Level of importance of: Transportation systems



2018 Town of Addison Citizen Satisfaction Survey

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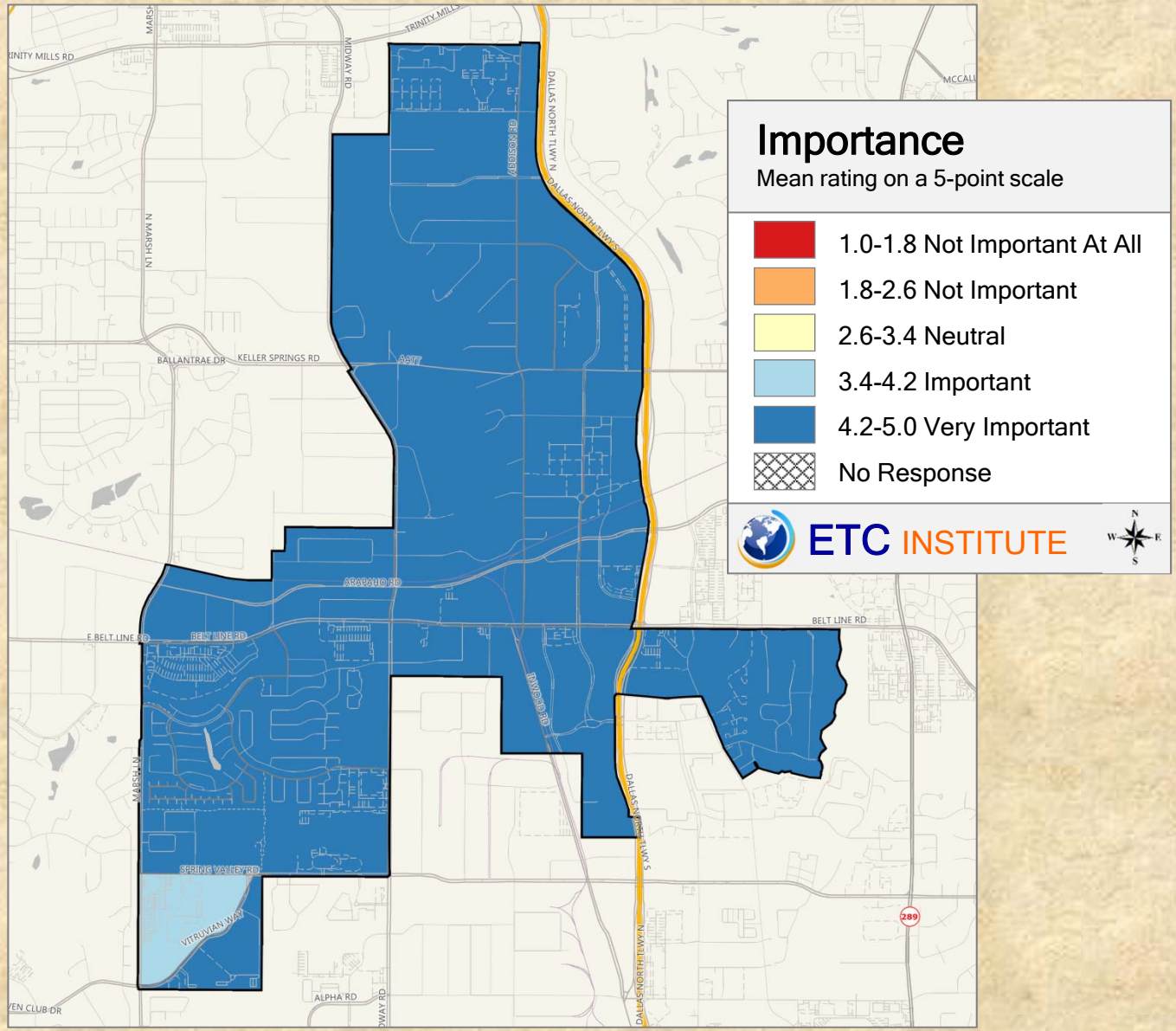
Q17-04 Level of importance of: Customer service



2018 Town of Addison Citizen Satisfaction Survey

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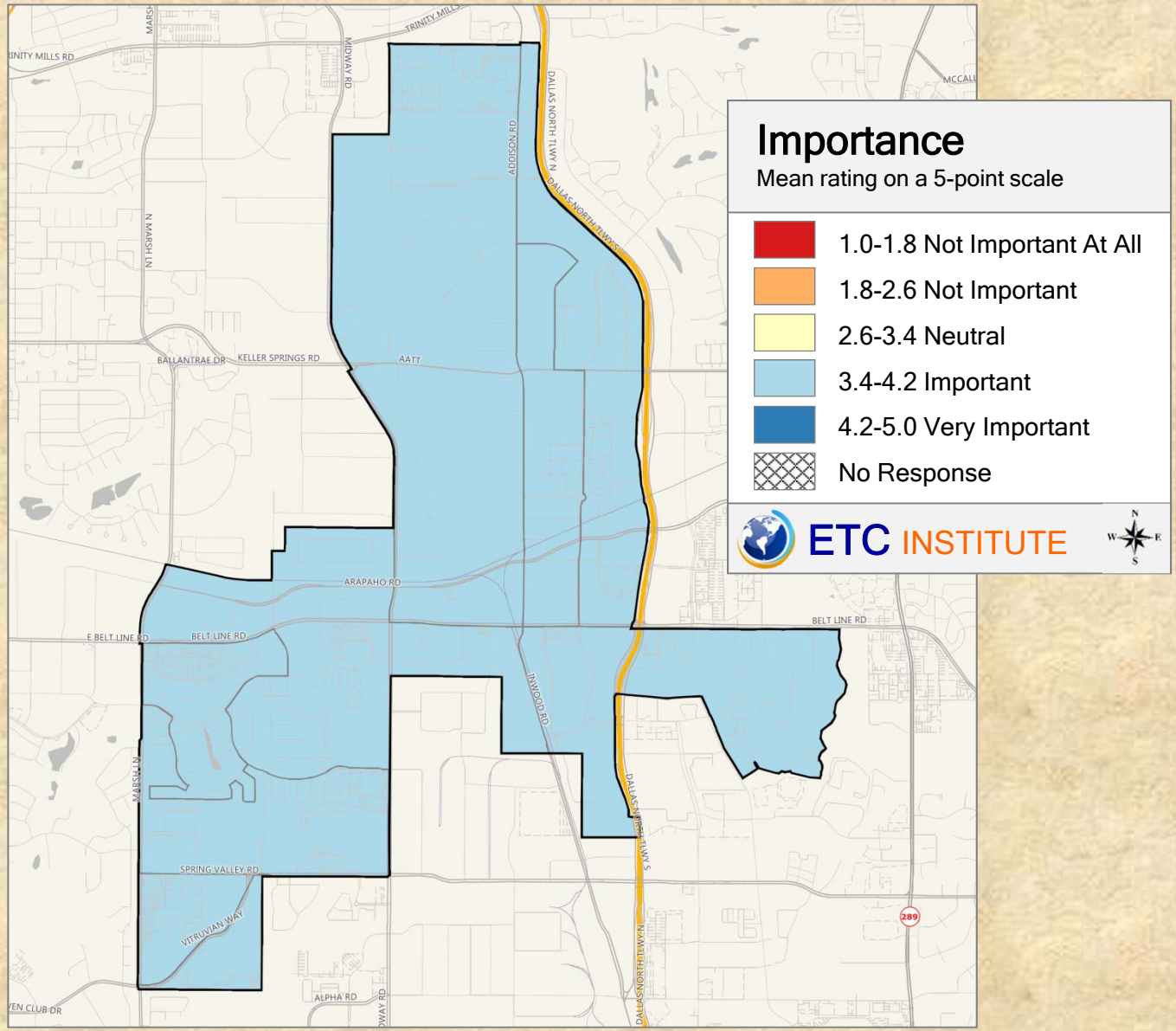
Q17-05 Level of importance of: Financial health



2018 Town of Addison Citizen Satisfaction Survey

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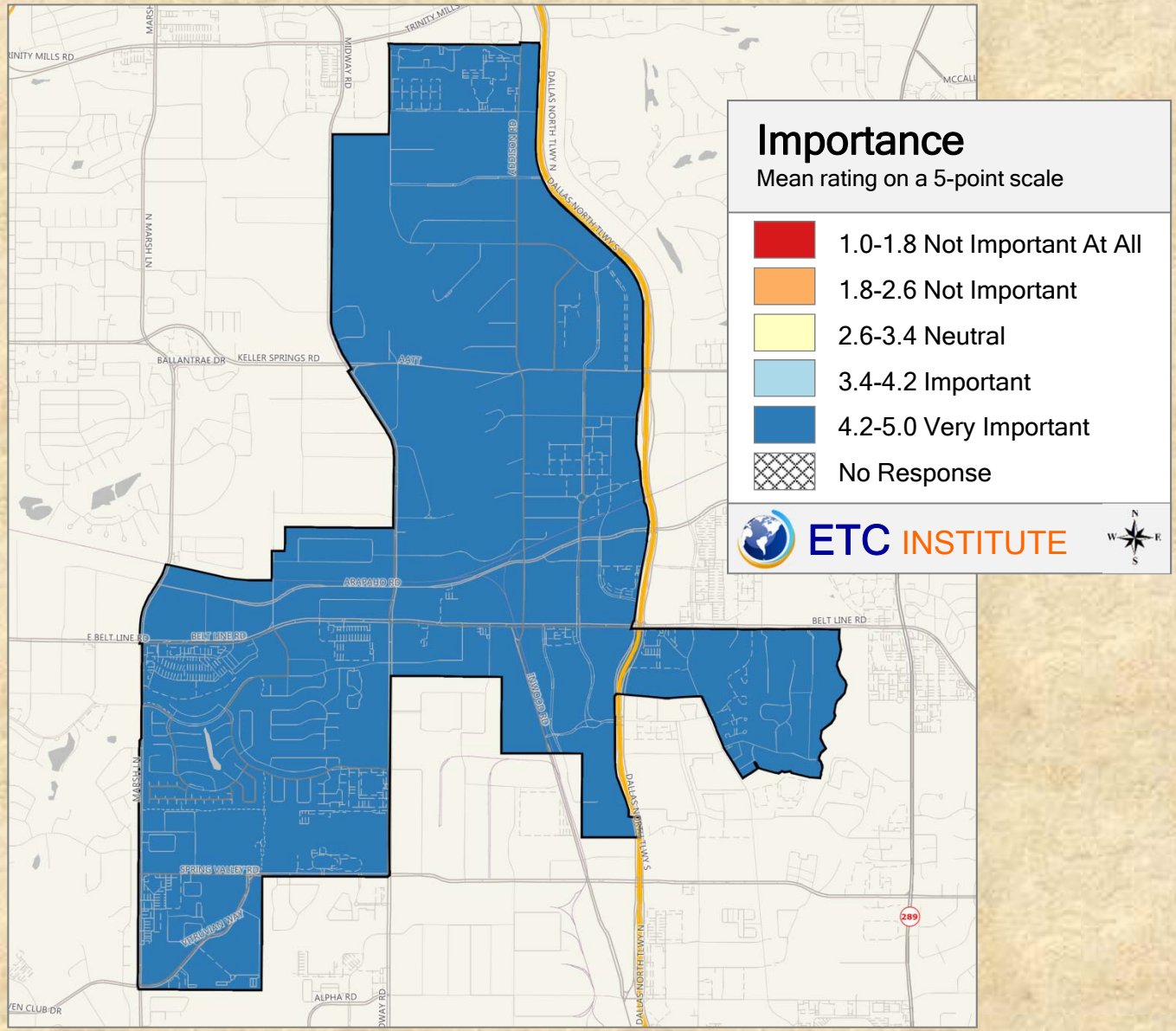
Q17-06 Level of importance of: Optimizing the Addison brand



2018 Town of Addison Citizen Satisfaction Survey

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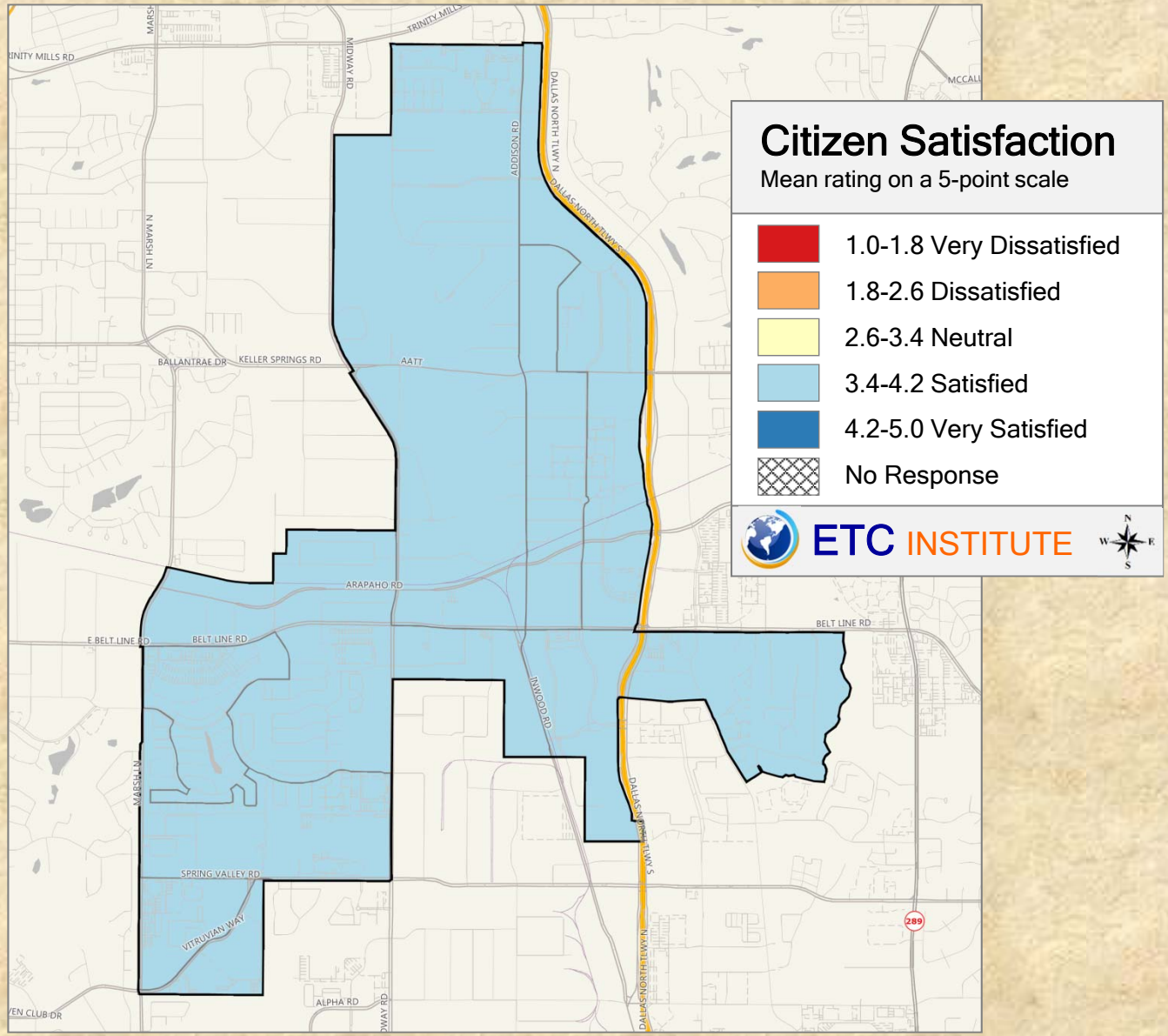
Q17-07 Level of importance of: Public safety



2018 Town of Addison Citizen Satisfaction Survey

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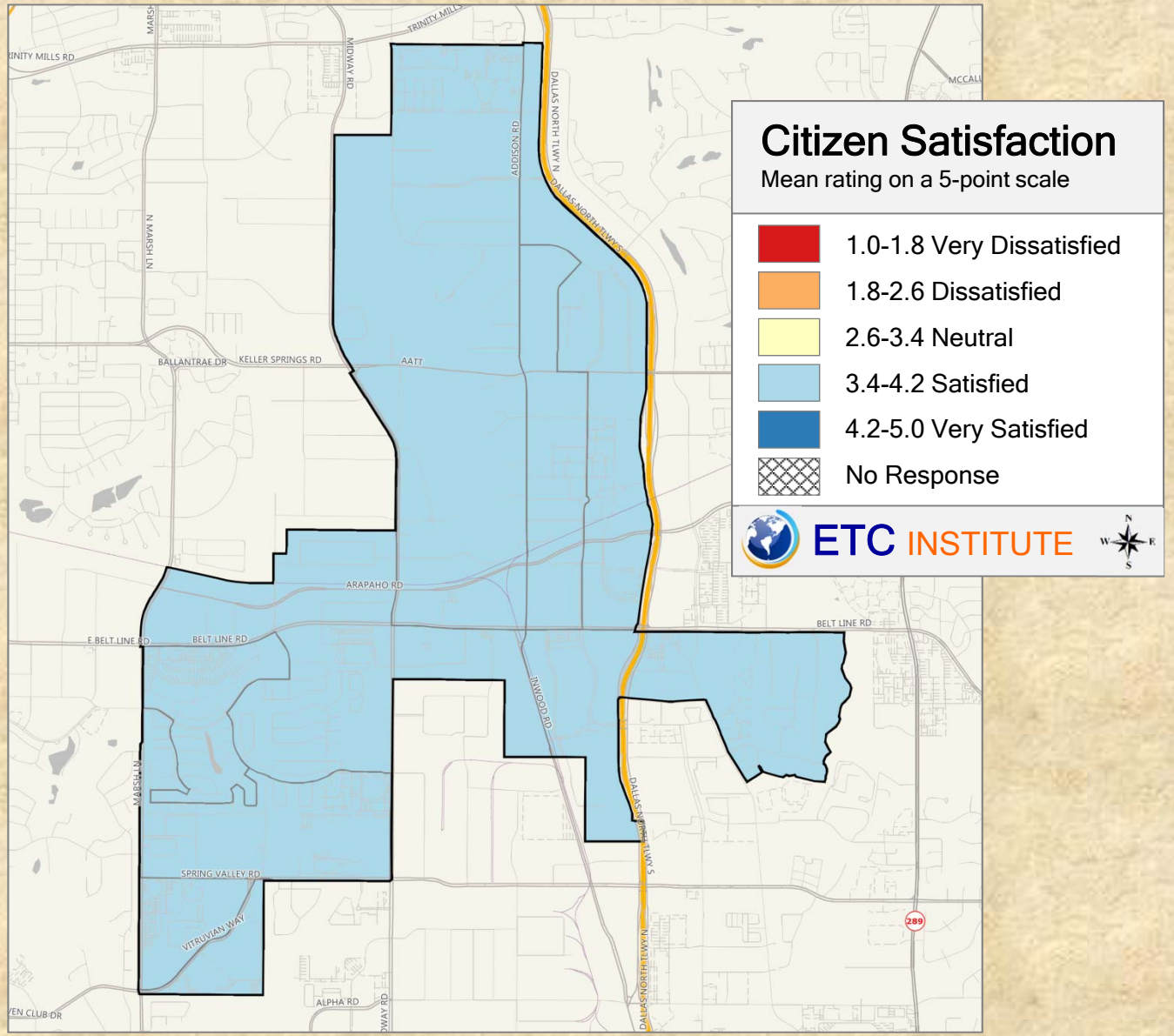
Q20-01 Level of satisfaction with: Quality of the town's website



2018 Town of Addison Citizen Satisfaction Survey

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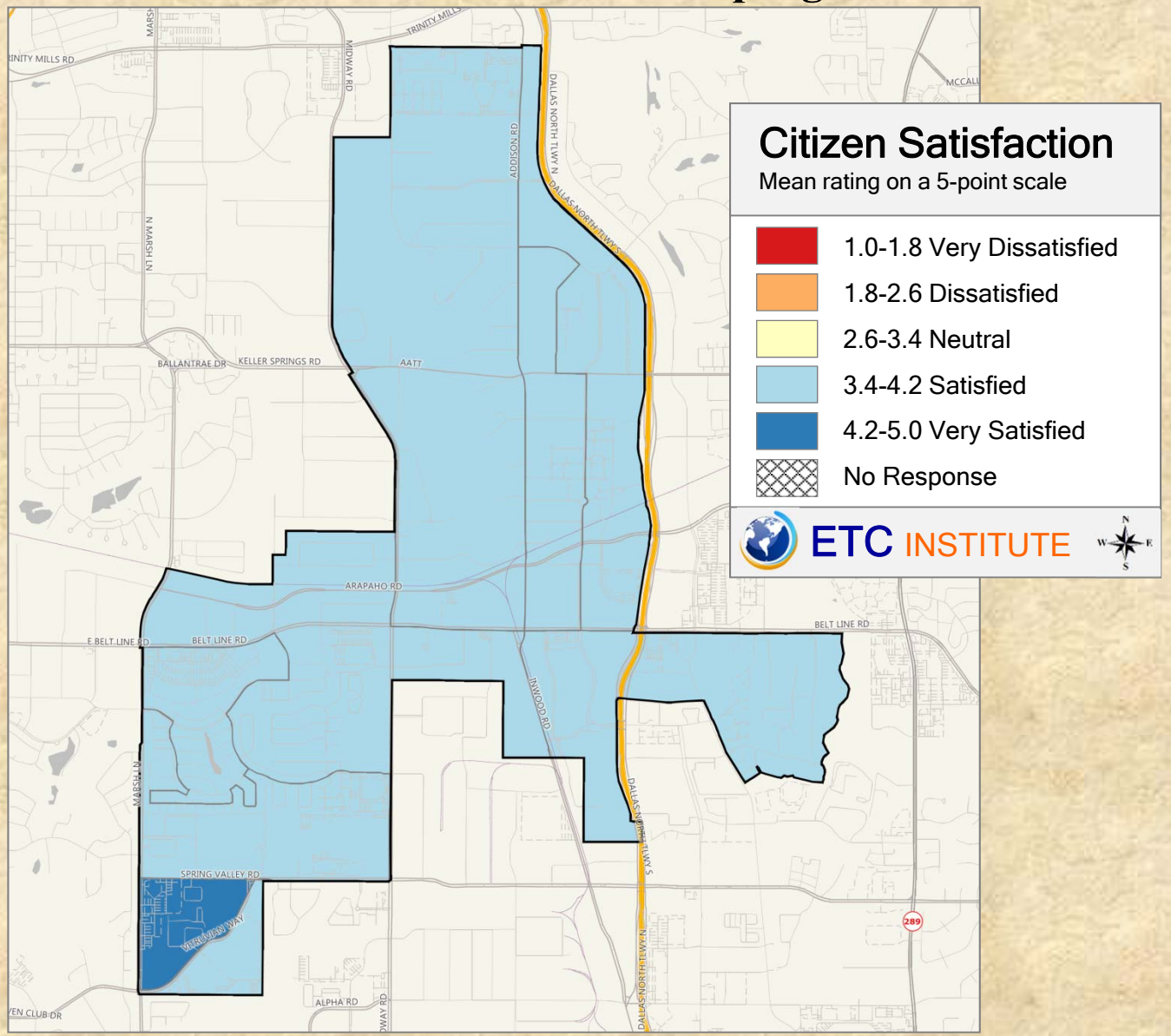
Q20-02 Level of satisfaction with: Quality of the town's social media



2018 Town of Addison Citizen Satisfaction Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

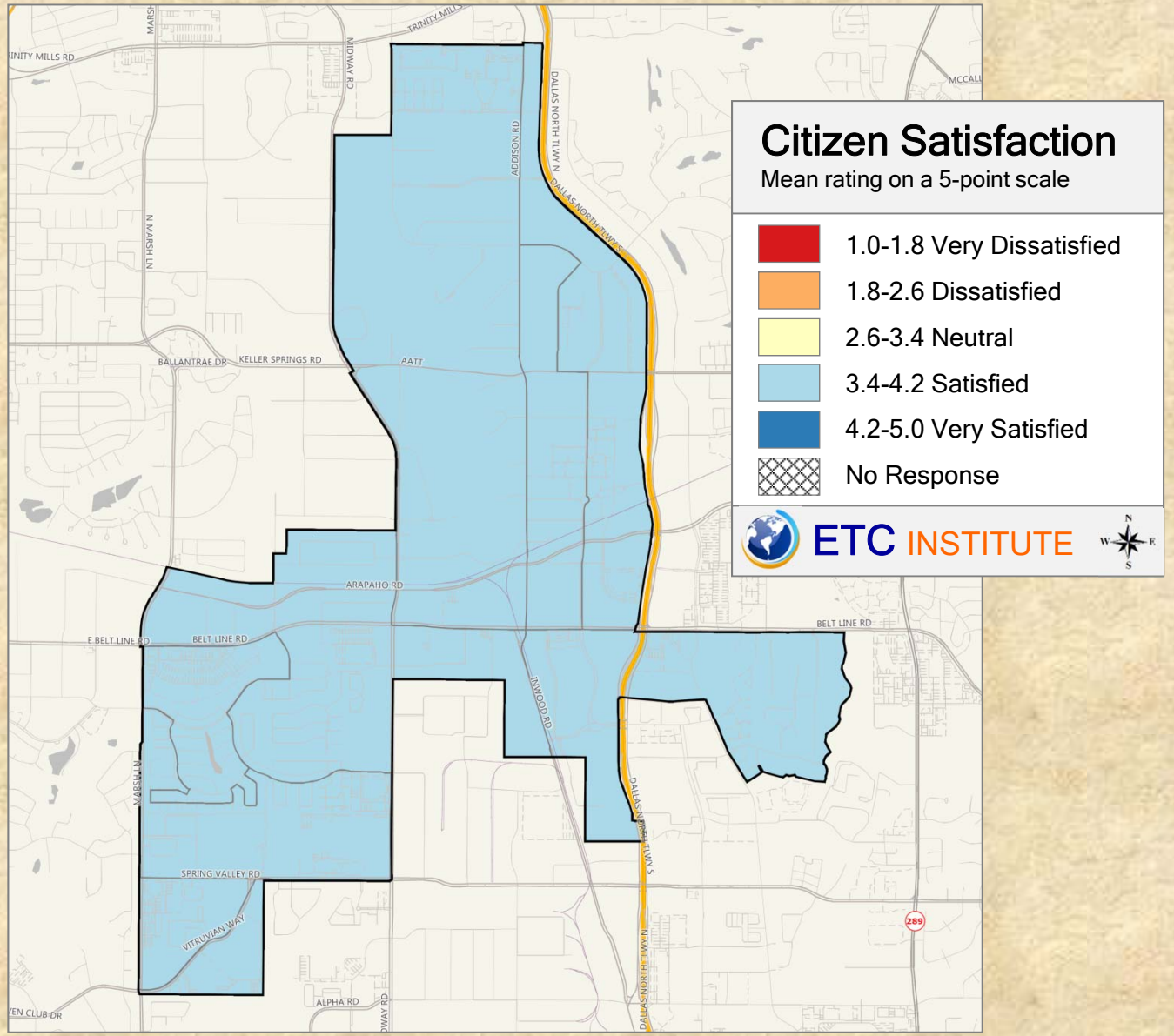
Q20-03 Level of satisfaction with: Availability of information on town services and programs



2018 Town of Addison Citizen Satisfaction Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

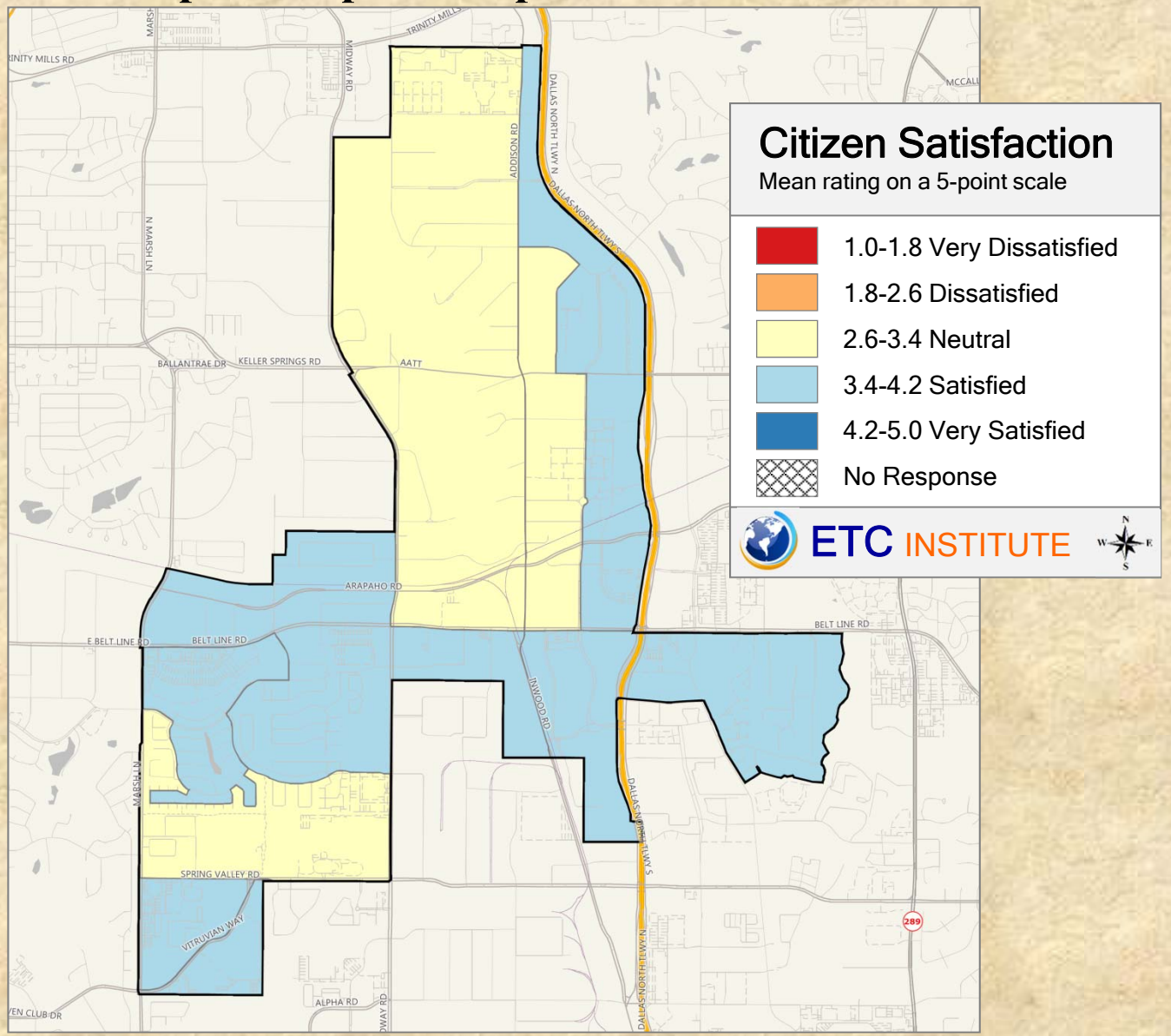
Q20-04 Level of satisfaction with: Town's efforts to keep you informed



2018 Town of Addison Citizen Satisfaction Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

Q20-05 Level of satisfaction with: Opportunities to provide public input into decisions



2018 Town of Addison Citizen Satisfaction Survey

Shading reflects the mean rating for all respondents by CBG (merged as needed)

Work Session and Regular Meeting **6.**
Meeting Date: 01/08/2019
Department: City Secretary

AGENDA CAPTION:
Consider Action to Approve the **December 11, 2018 Work Session and Regular Meeting Minutes.**

BACKGROUND:
The City Secretary has prepared the minutes for approval.

RECOMMENDATION:
Administration recommends approval.

Attachments

Minutes - 12-11-2018

D R A F T

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

December 11, 2018

Addison Town Hall, 5300 Belt Line Rd., Dallas, TX 75254
5:00 p.m. Executive Session & Work Session
7:30 Regular Meeting

Present: Mayor Joe Chow; Mayor Pro-Tempore Paul Walden; Deputy Mayor Pro-Tempore Tom Braun; Council Member Ivan Hughes; Council Member Guillermo Quintanilla; Council Member Lori Ward; Council Member Marlin Willesen

1. **Call Meeting to Order:** Mayor Chow called the meeting to order at 5:04 pm.

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2. **Closed (Executive) Session of the Addison City Council:** Pursuant to Section 551.074, Tex. Gov. Code, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, pertaining to:

    - ***City Manager Annual Evaluation***

Mayor Chow convened the City Council into Closed Executive Session at 5:05 pm.

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3. **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 matters discussed in Executive Session.

Mayor Chow reconvened the City Council into Open Session at 7:07 pm. No action taken.

WORK SESSION

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4. **Present and Discuss Policy Guidelines Regarding the Town of Addison's Use of Data Obtained Through the License Plate Recognition System and Optical Cameras.**

Presentation: *City Manager Wes Pierson, Police Chief Paul Spencer* – Staff presented

guidelines for the License Plate Recognition (LPR) technology and optical camera pilot project. Before the Town goes live with the project, Staff wanted to give Council the opportunity to discuss the policy for the use and collection of this data to ensure that everyone understands the benefit and are not threatened about the use of the data being collected. COUNCIL COMMENTS: Staff will develop a policy and present for action at a future meeting.

REGULAR MEETING

Pledge of Allegiance

Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

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

No citizens appeared before the City Council to address an item not on the agenda.

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.*

6. **Consider Action to Approve the November 27, 2018 Work Session and Regular Meeting Minutes.**

7. **Consider Action to Approve a Resolution for a Professional Services Agreement with Jacobs Engineering Group, Inc. for the Development of Costs Associated with the Street Projects that may be Proposed in a 2019 Bond Program and Authorize the City Manager to Execute the Agreement in an Amount not to Exceed $131,387.**

8. **Consider Action to Approve a Resolution for a Professional Services Agreement with Garver, LLC. for the Design, Bid and Construction Phase Services Associated**

with the Water Chlorination Improvements Project and Authorize the City Manager to Execute the Agreement in an Amount not to Exceed $248,104.

9. **Consider Action to Approve a Resolution for a Contract Agreement for Turnkey Landscape & Irrigation Maintenance for Vitruvian Park, Surveyor Water Tower & Demonstration Gardens along with Medians on Spring Valley Road, Belt Line Road, Midway Road, Arapaho Road and Dallas Parkway Rights-of-Ways to Carruther's Landscape Management, Inc. and Authorize the City Manager to Execute the Agreement in an Amount not to Exceed $96,000.**

10. **Consider Action to Approve a Resolution Adopting the 2019 Legislative Priorities for the Town of Addison, Texas and Directing the City Manager or His Designee to Act with Regard to the Town's 2019 Legislative Priorities.**

11. **Consider Action to Approve a Resolution for the Purchase of One 2018 Frazer Ambulance, from Frazer Ambulance, Under the Town's Interlocal Agreement with Texas Local Government Purchasing Cooperative Known as Houston Galveston Area Council (HGAC) in an Amount not to Exceed $271,636.74.**

12. **Consider Action to Approve a Resolution for the Purchase of Two 2019 Ford Interceptor SUVs, Four 2018 Ford 1/2 Ton Trucks, One 2019 Ford 2 Ton Truck, and Two 2019 Ford 1 Ton Trucks, from Sam Packs Five Star Ford, Under the Town's Interlocal Agreement with the Texas Local Government Purchasing Cooperative Knows as Texas SmartBuy in an Amount Not to Exceed $362,520.32.**

13. **Consider Action to Approve a Resolution for the Purchase of One 2018 Dodge Caravan and One 2018 Dodge 1 Ton Truck, from Dodge City, Under the Town's Interlocal Agreement with the Texas Local Government Purchasing Cooperative Known as BuyBoard in an Amount Not to Exceed $55,377.**

14. **Consider Action to Approve a Resolution for the Purchase of Six Life Fitness Treadmills, and One Life Fitness Insignia Weight Circuit, from Life Fitness Under the Town's Interlocal Agreement with Texas Local Government Purchasing Cooperative Known as Texas Multiple Award Schedule (TXMAS) in an Amount to Not Exceed $117,934.30.**

Mayor Chow called for any requests to remove an item from the Consent Agenda to discuss separately. There were no requests; therefore, Mayor Chow called for a motion to approve the Consent Agenda.

MOTION: Deputy Mayor Pro-Tempore Braun moved to approve CONSENT AGENDA Items 6-14. Council Member Ward seconded the motion. Motion carried unanimously.

Resolution No. R18-109: Street Projects 2019 Bond Program – Jacobs Engineering Group, Inc.
Resolution No. R18-110: Water Chlorination Improvements Project – Garver, LLC
Resolution No. R18-111: Landscape & Irrigation Maintenance Right-of-Way – Carruther's

Landscape Management, Inc.
Resolution No. R18-112: Town of Addison 2019 Legislative Priorities
Resolution No. R18-113: Purchase 2018 Frazer Ambulance –Houston-Galveston Area Council, Frazer Ambulance
Resolution No. R18-114: Purchase 9 Vehicles – Texas SmartBuy, Sam Packs Five Star Ford
Resolution No. R18-115: Purchase 2 Vehicles – BuyBoard, Dodge City
Resolution No. R18-116: Purchase 6 Treadmills, 1 Weight Circuit –Texas Multiple Award Schedule, Life Fitness

Regular Items

15. **Hold a Public Hearing, Discuss, and Consider Action to Approve an Ordinance Changing the Zoning on the Property Located at 4550 Excel Parkway, by Amending the Use Regulations of Planned Development (PD) District 085-073, as Previously Amended by Ordinances 095-054, 096-006, 099-025, and 007-007, to Allow the Production, Assembly, and Distribution of Spinal Fixation Systems. Case 1788-Z/CTL Medical.**

Assistant Director of Development Services Charles Goff introduced Case 1788-Z/CTL Medical. Mr. Goff explained that the property was originally zoned (Ordinance 85-73) as a Planned Development District (PD) which allows all uses permitted in the Commerical-1 district but does not include manufacturing of good and materials. In 2016, CTL Medical, a medical device design, development and production company, requested a Certificate of Occupancy. Their original application indicated "medical device" use; however, an error occurred with the facility permitted for "office" use.

In October 2018, CTL Medical applied for a permit to expand their operation, increasing the production space and moving the administrative functions to a new suite within the same building. Because of the processing error made in 2016, the existing use is considered nonconforming, and expanding the use would not be permitted. Therefore, to allow CTL Medical to expand their production operations, this property would need to be rezoned to allow for the use.

Mayor Chow inquired as to how this property use was missed in 2016. Mr. Goff acknowledged a mistake was made but that changes have been implemented to the review process to reduce the chance of similar mistakes in the future. Since this is a zoning requests and requires a Public Hearing, Mayor Chow opened the Public Hearing for questions and/or comments from the Public. No requests to address the City Council were made. The Public Hearing was closed. The applicant was present to answer any questions.

MOTION: Mayor Pro-Tempore Walden move to approve as submitted. Council Member Hughes seconded the motion. Motion carried unanimously.

Ordinance No. O18-43: Case 1788-Z/CTL Medical, 4550 Excel Parkway

16. **Present, Discuss, and Consider Action on a Resolution for Appointments to the Community Bond Advisory Committee for a Potential November 2019 Bond Program Election.**

Director of Infrastructure & Development Services Lisa Pyles reported that at the November 27 council meeting, Staff summarized a bond process, role of an advisory committee, timeline for committee meetings and critical election dates should Council decide to hold a November 2019 Bond Election. Applications to serve on a Community Advisory Bond Committee were received from members of the community and were reviewed by Council for consideration.
Council Member Quintanilla inquired as to how many people were appointed to the previous Community Bond Advisory Committee. Ms. Pyles indicated that 43 had been previously appointed. Council Member Quintanilla also asked if that was enough people. Ms. Pyles advised that she was not working with the Town during the time that the last Community Bond Committee was appointed. There being no further questions and/or comments, Mayor Chow called on each member to appoint their four (4) nominees:

Mayor Joe Chow: Colleen Campbell, Mary Jo Cater, Jerry Dougan, Denise Quintanilla
Mayor Pro-Tempore Paul Walden: Kent Domingue, Darren Gardner, Brooks Haley, Susan Halpern
Deputy Mayor Pro-Tempore Tom Braun: Taylor Bowen, Chris DeFrancisco, Jimmy Niemann, Suzann Oliver
Council Member Ivan Hughes: Juli Branson, Margie Gunther, Edwin Keith, J.T. McPherson
Council Member Guillermo Quintanilla: Bruce Arfsten, Nancy Craig, Jason Rivera, Nancy Williams
Council Member Lori Ward: Robert (Bob) Catalani, Ralph Doherty, Liz Oliphant, Virginia Wallace
Council Member Marlin Willesen: Lary Brown, Eileen Resnik, Craig Reynolds, Robert (Bob) Wright

MOTION: Council Member Ward moved to approve the Community Bond Advisory Committee members as submitted by Mayor and City Council. Deputy Mayor Pro-Tempore Braun seconded the motion. Motion carried unanimously.

Resolution No. R18-117: Community Bond Advisory Committee 2019 Bond Program Election

17. **Present, Discuss, and Consider Action on an Ordinance Approving a Boundary Adjustment Agreement with the City of Farmers Branch for a Portion of Midway Road from Spring Valley Road to the Addison City Limits Located North of W. Beltwood Parkway, Approving the Annexation of the Area Within Midway Road that is Released by the City of Farmers Branch, Approving a Service Plan for the Annexed Area and Approving an Easement for Utilities to the City of Farmers Branch for Utilities Lying Under the Exchanged Portion of Midway Road, and Authorizing the City Manager to Execute all Necessary Documents Related to These Matters.**

Director of Infrastructure and Development Lisa Pyles presented this Ordinance which includes a Boundary Adjustment Agreement, annexation of a portion of Midway Road, an annexation service plan and a utility easement with the City of Farmers Branch. Ms. Pyles explained that at the September 11, 2018 City Council meeting the City Council authorized the City Manager to execute agreements, in a final form approved by the City Attorney, with the City of Farmers Branch pertaining to the Ponds or Lakes at Vitruvian Park located within the vicinity and east of the intersection of Vitruvian Way and Ponte Avenue and Farmers Branch Creek.

The Boundary Adjustment Agreement is a result of that settlement agreement which will allow the Town to facilitate the reconstruction of Midway Road. In addition to approval of the Boundary Adjustment Agreement, Council was asked to approve the annexation of the area within Midway Road into the Addison Town Limits and the accompanying annexation service plan which is required by state law.

Council Member Hughes asked when this action would become effective. City Manager Pierson advised that this action would become effective when formally approved by the City Council. In addition, he reported that the City of Farmers Branch was acting on this agreement as well today. Mayor Chow commented that he believed this was a Win-Win issue for both communities. There being no further comments, Mayor Chow called for a motion.

MOTION: Council Member Hughes moved to approve item 17 as submitted. Deputy Mayor Pro-Tempore Braun seconded the motion. Motion carried unanimously.

Ordinance No. O18-44: City of Farmers Branch – Boundary Adjustment/Easement Agreement, Annexation area of Midway Road

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18. **Present, Discuss, and Consider Action on a Resolution to Approve a Ground Lease Agreement with Black Forest Aviation RE, LLC, and a Resolution for a Public Fuel Dispensing License Agreement, for a Fixed Base Operator Development at the southeast corner of Addison Airport, adjacent to Addison Road and Authorize the City Manager to Execute the Agreements.**

Airport Director Joel Jenkinson presented this Ground Lease Agreement and Aviation Bulk Fuel Dispensing License Agreement with Black Forest Aviation RE, LLC doing business as Galaxy FBO Holdings, LLC. A brief history of this project was presented. Highlights of the project details and the terms of the 40-year lease agreement between the Town and Black Forest Aviation RE, LLC and the Public Fuel Dispensing License Agreement with Galaxy FBO Holdings, LLC were presented for Council consideration.

Council Member Willesen asked if the project would be done in one phase or multiple phases. Mr. Jenkinson responded that the intent is for the project to be done in a single phase. Mayor Chow asked Jonathan Hitchcock with Black Forest when they planned on starting the project. Mr. Hitchcock stated that they have already begun work on the planning phase (engineering, environmental, architectural) and they anticipate obtaining construction permits within six months. Mayor Chow also asked about the future of the Collins Hangars. Mr. Hitchcock stated

that Collins hangars will be demolished, and that the approval of the lease would serve as a six-month notice to the tenants that they will have to relocate.

Deputy Mayor Pro-Tempore Braun inquired about the Town being required to mitigate any environmental issues related to the site as a part of the ground lease. Staff responded that the Town is responsible for any environmental mitigation, but it is believed that such mitigation is likely to minor in nature. Staff is awaiting results of a phase 2 environmental report to determine what mitigation would be required.

City Manager Pierson mentioned that the Town's expectations that the future development be aesthetically pleasing and appropriately integrate with the surrounding environment have been communicated to the Black Forest. Mr. Hitchcock acknowledged as much and communicated Black Forest's intent to create an aesthetically pleasing development that both they and the Town can be proud of.

MOTION: Mayor Pro-Tempore Walden moved to approve item 18 as presented. Council Member Ward seconded the motion. Motion carried unanimously.

Resolution R18-118: Ground Lease Agreement – FBO Black Forest Aviation RE, LLC
Resolution R18-119: Public Fuel Dispensing License Agreement – Galaxy FBO Holdings, LLC

19. **Present, Discuss and Consider Action on an Ordinance Authorizing the Issuance of Town of Addison, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2018 in the Approximate Aggregate Principal Amount of $13,500,000 to Fund the Construction of a New Building for U.S. Customs and Border Patrol and Airport Administrative Offices and Various Water and Wastewater Capital Improvement Projects.**

CFO Olivia Riley introduced the proposed ordinance for Council consideration. Hilltop Securities Managing Director Nick Bulaich updated the City Council on the bids received for the Series 2018 bonds. He advised that Moody's Investors Service upgraded the Town to a 'Aaa' rating, making the Town only one in 10 cities in Texas to hold this designation. S&P Global Rating affirmed its 'AAA' long-term rating. Both organizations based these designations on the Town's history, high level of reserves supported by conservation budgeting, growing tax base, affordable debt and pension along with the demonstrated good governance my multi-year capital and financial planning. A total of seven bids were received with BOK Financial Securities, Inc. being the winning bidder at a true interest cost of 3.302979%.

The Series 2018 Certificate of Obligation Bonds include $7,000,000 earmarked for construction of the U.S. Customs and Boarder Protection Federal Inspection Station to be combined with the Airport Administration offices at 4545 Jimmy Doolittle. This portion of the debt will be funded through airport operating revenues. A total of $6,500,000 of the Bond proceeds will be used to fund water and wastewater capital projects to improve or maintain our existing infrastructure. This portion of the debt will be funded utility rate revenues.

MOTION: Council Member Hughes moved to approve as submitted. Council Member Ward

seconded the motion. Motion carried unanimously.

Ordinance No. O18-45: Series 2018 Combination Tax & Revenue Certificates of Obligation

Adjourn Meeting

There being no further business to come before the Council, Mayor Chow adjourned the meeting.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

Irma G. Parker, City Secretary

Work Session and Regular Meeting **7.**

Meeting Date: 01/08/2019

Department: Police

Pillars: Gold Standard in Public Safety

Milestones: Maximize use of cutting edge technology to enhance public safety

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AGENDA CAPTION:

Consider Action to Approve a **Resolution Adopting a Policy for Managing Data Collected by License Plate Recognition and Optical Camera Technologies.**

BACKGROUND:

On December 11, 2018 the Council discussed proposed policy guidelines on how the Town will use and manage data collected by license plate recognition and optical camera technologies. These principles will act as policy guidelines for the police department as they develop and implement their standard operating procedures. Transparency and accountability for these systems is incredibly important and at the forefront of all our decision-making processes.

Cooperation between law enforcement and the community it serves is the key to any programs success. These policy guidelines serve that purpose. Giving clear direction and boundaries, from the community, regarding how the police department will manage data collected via license plate recognition and optical cameras. It shall be the policy of the Town of Addison that the data collected by License Plate Recognition and Optical Camera technologies be managed according to the following principles:

1. License Plate Recognition systems will be used by the police department for legitimate law enforcement purposes only investigating circumstances in which law enforcement officers reasonably believe that the plate data are relevant to an ongoing criminal investigation.
2. Unless plate data has been flagged, retention periods should be measured in days and weeks, not months and years. The Town will not store data about innocent people for more than 45 days and will only keep flagged data when it is necessary for legitimate law enforcement investigative purposes.
3. Citizens will be able to find out if plate data of vehicles registered to them are contained in the data base used by the police department.
4. The Town will not share plate data with non-law enforcement, third-parties. The Town will also not share data with other law enforcement agencies that do not follow proper retention and access

policies or that do not have clear policies in place to ensure such practices are followed.
5. The police department will report data usage publicly and on an annual basis.
6. The Town will not collect personally identifiable information.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Town of Addison Public Safety Data Management Policy

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TOWN OF ADDISON, TEXAS

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS ADOPTING A PUBLIC SAFETY DATA MANAGEMENT POLICY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison is installing equipment capable of reading and retaining information regarding the location of vehicles and persons within the Town; and

WHEREAS, the City Council desires that steps be taken to protect the privacy of individuals who are not engaged in criminal activity.

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

Section1. The City Council does hereby adopt and approve the Public Safety Data Policy, which policy is attached to this Resolution as **Exhibit A**, and directs that public safety data be held in accordance with the policy.

Section 2. The above and foregoing recitals are true and correct and are incorporated herein.

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

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this 8th day of January, 2019.

Joe Chow, Mayor

ATTEST:

_____

Irma Parker, City Secretary

APPROVED AS TO FORM:

_____

Brenda N. McDonald, City Attorney

EXHIBIT A

TOWN OF ADDISON PUBLIC SAFETY DATA MANAGEMENT POLICY

Introduction: These principles will act as policy guidelines for the police department as they develop and implement their standard operating procedures. Transparency and accountability for these systems is incredibly important and at the forefront of all our decision-making processes. Cooperation between law enforcement and the community it serves is the key to any programs success. These policy guidelines serve that purpose. Giving clear direction and boundaries, from the community, regarding how the police department will manage data collected via license plate recognition and optical cameras.

It shall be the policy of the Town of Addison that the data collected by License Plate Recognition and Optical Camera technologies be managed according to the following principles:

1. License Plate Recognition systems will be used by the police department for legitimate law enforcement purposes only investigating circumstances in which law enforcement officers reasonably believe that the plate data are relevant to an ongoing criminal investigation.
2. Unless plate data has been flagged, retention periods should be measured in days and weeks, not months and years. The Town will not store data about innocent people for more than 45 days and will only keep flagged data when it is necessary for legitimate law enforcement investigative purposes.
3. Citizens will be able to find out if plate data of vehicles registered to them are contained in the data base used by the police department.
4. The Town will not share plate data with non-law enforcement, third-parties. The Town will also not share data with other law enforcement agencies that do not follow proper retention and access policies or that do not have clear policies in place to ensure such practices are followed.
5. The police department will report data usage publicly and on an annual basis.
6. The Town will not collect personally identifiable information.

Work Session and Regular Meeting **8.**

Meeting Date: 01/08/2019

Department: General Services

AGENDA CAPTION:

Consider Action to Approve a **Resolution for a Contract Agreement for Custodial Services at The Addison Conference And Theatre Centre, Pavilion, Stone Cottage, Police Station, Addison Circle Police Substation and Vitruvian Police Substation With Regent Services and Authorize the City Manager to Execute the Agreement** in an Amount not to Exceed $64,831.44.

BACKGROUND:

The Town contracts with outside vendors for custodial cleaning services for all Town owned and lease facilities. Currently the Town is served by Global Building Maintenance in the Conference and Theatre Centre, Pavilion, Stone Cottage, Police Station, and Police Substation facilities. Since Global Building Maintenance is not performing up to expectations in these facilities, we are contracting with a new vendor for service.

Staff developed a Request For Proposal (RFP) and sought proposals from janitorial vendors. Eight vendors submitted proposals. A committee was formed consisting of staff from General Services, Purchasing, Police and Conference Centre to evaluate the proposals. Annual costs from vendors ranged from $64,560.00 to $210,804.00. The following bids:

Bidder	Monthly Proposal	Annual Proposal
Global Building Maintenance	$5,380.00	$64,560.00
Regent Services	$5,402.62	$64,831.44
Guerrero Enterprise Cleaning	$7,900.00	$94,800.00
Oriental	$9,383.41	$112,600.92
American Facility Services	$12,329.19	$147,950.28
Members Building Maintenance	$13,987.09	$167,845.08
Coverall of Dallas/Ft. Worth	$12,329.19	$147,950.28

The Committee determined that Regent Services, proposed the best value. The contract calls for the vendor to supply all labor, equipment and cleaning products aside from paper products in this price.

The cost for services is $64,831.44. This represents a slight increase from the current annual cost of $63,650.08.

We will also add the new Vitruvian Police Substation to this contract since it was not open at that time the RFP was issued. This contract will be for one year with the option to renew for four additional years if the Town desires. All of Regent Services employees that will be working in the Town's facilities will be processed through the Police Departments security check. Staff has received favorable references.

RECOMMENDATION:

Administration recommends approval.

Attachments

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT BETWEEN THE TOWN OF ADDISON AND SOUTHLAKE LEASING AND MANAGEMENT, INC. D/B/A REGENT SERVICES, FOR PROFESSIONAL JANITORIAL SERVICES IN AN AMOUNT NOT TO EXCEED $64,831.44, 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 Agreement between the Town of Addison and Southlake Leasing and Management, Inc. d/b/a Regent Services for professional janitorial services in an amount not to exceed $64,831.44, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

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

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 8th day of January, 2019.

_____
Joe Chow, Mayor

ATTEST:

By: _____
Irma Parker, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

AGREEMENT BY AND BETWEEN
THE TOWN OF ADDISON, TEXAS AND SOUTHLAKE LEASING AND MANAGEMENT, INC. d/b/a REGENT SERVICES
FOR PROFESSIONAL JANITORIAL SERVICES

This Agreement ("Agreement") is made and entered into this the _____day of _____, **2018 ("Effective Date")**, is by and between the **Town of Addison, Texas,** hereinafter called ("Town"), a home rule Texas municipal corporation, and **Southlake Leasing and Management, Inc. d/b/a Regent Services**, a Texas corporation authorized to conduct business in the state of Texas, hereinafter called ("Contractor").

WITNESSETH:

WHEREAS, the Town initiated a request for proposals for professional janitorial services, attached hereto as **Exhibit "A"** and incorporated herein for all purposes ("RFP 18-205"); and

WHEREAS, the Contractor submitted a proposal in response to RFP 18-205 for the provision of professional janitorial services, attached hereto as **Exhibit "B"** and incorporated herein for all purposes ("Response"); and

WHEREAS, the Town has investigated and determined that it desires to hire the Contractor for the provision of the professional janitorial services as set forth herein ("Services").

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:

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 the Services upon the terms and conditions set forth in the Agreement Documents, hereinafter defined and shall furnish all personnel, labor, equipment, supplies, deliverables and all other items necessary to provide all of the work as specified by the terms and conditions of the Agreement Documents, and according to the expectations of the Town. Contractor will perform the Services with the degree of skill and diligence normally practiced by contractors performing the same or similar services.

The Town may perform inspections during the performance of the Services at any time. Contractor agrees to correct any deficiency or error in the Services, as determined and requested by the Town.

2. Term.
The term of the Agreement shall commence upon the Effective Date and continue for one (1) year ("Initial Term"). Following the Initial Term, the Town may exercise its right to enter into one (1) year renewals, not to exceed a total of four (4) renewals ("Renewal

Term"). Thirty (30) days prior to the expiration of the then existing term, the Town shall notify Contractor of its intent to renew.

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 City Council approval. In the event that the City 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. 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 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 breach.

If any party fails to perform any of its obligations under the Agreement Documents, such failure shall constitute a default. The non-defaulting party may 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 reasonable remedy provided by law.

Upon the termination or expiration of this Agreement, Contractor shall transfer, assign and make available to Town, or Town's representative, all documents, records, reports, studies, and information, and all ideas and concepts, (whether kept electronically, in writing, or otherwise) prepared by or for Contractor under or in connection with this Agreement. The same shall be promptly delivered to Town, and all of Town's property and materials in Contractor's possession or control belonging to Town. The obligations in this subsection shall survive the expiration or termination of this Agreement.

4. Agreement Price, Payment Terms and Bonds
In exchange for those Services described in the Agreement Documents, the Town agrees to pay Contractor an amount not to exceed Sixty-Four Thousand Eight Hundred Thirty-One and 44/100s ($64,831.44) plus any "as-needed" additional cleaning services as identified in the Fee Structure in **Exhibit "B"**, according to the terms and conditions of this Agreement.

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.

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. RFP 18-205, attached hereto as **Exhibit "A"**;
c. Contractor Response to RFP 18-205, attached hereto as **Exhibit "B"**;
d. Town of Addison Standard Terms and Conditions, attached hereto as **Exhibit "C,"** and incorporated herein for all purposes; and
e. Town of Addison Insurance Requirements for Contractors, attached hereto as **Exhibit "D,"** and incorporated herein for all purposes.

This Agreement shall incorporate the terms of all attachments in their entirety. To the extent that **Exhibit "A," Exhibit "B," Exhibit "C"** and **Exhibit "D"** are in conflict with provisions of this Agreement or each other, the provisions of this Agreement shall control, then the provisions of **Exhibit "C"**, **Exhibit "A"**, **Exhibit "D"** 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. Counterparts.
This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

8. 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, 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

EXHIBIT A

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.

9. 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.

10. 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.

EXHIBIT A

11. 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.

12. 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.

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

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

15. Attorneys' Fees. If any judicial or non-judicial proceeding is initiated for the purpose of enforcing a provision of this contract, the prevailing party shall be awarded reasonable attorneys' fees in addition to all other costs associated with the proceeding, whether or not the proceeding advances to judgment.

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:	PLEASE INSERT
If to Town, to:	Town of Addison Attn: City 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. Independent Contractor. The relationship between the Town and the Contractor is that of independent contractor, and the Town and the Contractor by the execution of this Agreement do not change the independent status of the Contractor. The Contractor is an independent contractor, and no term or provision of this Agreement or action by the Contractor in the performance of this Agreement is intended nor shall be construed as making the Contractor the agent, servant or employee of the Town, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship.

21. No Boycott of Israel. Pursuant to Texas Government Code Chapter 2270, Contractor's execution of this Agreement shall serve as verification that the Contractor does not presently boycott Israel and will not boycott Israel during the term of this Agreement.

22. 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.

EXHIBIT A

IN WITNESS, WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals on this the ____ day of_____, 2018.

TOWN OF ADDISON, TEXAS
a Texas municipality

By: _____
Wesley S. Pierson, City Manager

Date: _____

Southlake Leasing and Management, Inc.
d/b/a Regent Services

By: Joshua Prescott

Print Name: Joshua Prescott

Title: Senior Director

Date: 01/02/19

EXHIBIT A

STATE OF TEXAS §
§
COUNTY OF Name §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2 day of January, 2018.

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

STATE OF Texas §
§
COUNTY OF Tarrant §

BEFORE ME, the undersigned authority, on this day personally appeared Joshua Prescott 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 Regent Services and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2 day of January, 2018.

Sue Ann Dickson
Notary Public in and for the State of Texas
My Commission Expires: 11-12-21

SUE ANN DICKSON
My Notary ID # 12204205
Expires November 12, 2021

EXHIBIT A

EXHIBIT "A"
RFP 18-205

Town of Addison, Texas

Request for Proposal (RFP)

RFP 18-205
Janitorial Services for:
Conference Centre, Theatre Centre, Stone Cottage, Park Pavilion, Police Station, Circle Park Police Substation and Vitruvian Police Substation.

Proposals are due by November 1, 2018
2:00 P.M. local time

EXHIBIT A



FINANCE DEPARTMENT / PURCHASING DIVISION
5350 Belt Line Road, Post Office Box 9010, Addison, Texas 75001
(972) 450-7091 – Fax (972) 450-7085

REQUEST FOR PROPOSALS

The Town of Addison is accepting proposals from all interested parties for janitorial services at the Addison Conference Centre, Theatre Centre, Stone Cottage, Pavilion, Police Station, and (2) Police Sub-stations.

Proposal Number: 18-205

Proposal Name: Janitorial Services for Conference and Theatre Centre Complex and Police Department

Pre Bid
Addison Conference Centre
Thursday, October 18, 2018 9:00 AM.
15650 Addison Road
Addison, Texas 75001
(Police station tour to follow Conference Centre Complex tour)

Addison Police Station
4799 Airport Parkway
Addison, TX 75001

Addison Police Sub (Vitruvian)
4015 Vitruvian Way
Addison, TX 75001

Tours will include Conference Centre, Theatre Centre, Stone Cottage, Pavilion, Police Sub Stations, and Police Station.

Note: Attendance at the pre-bid meeting is not required but strongly encourages as more detailed information will be provided. Please plan to arrive about fifteen minutes early.

Proposals Due: November 1, 2018, 2pm local time
Addison Finance Building
5350 Belt Line Road
Addison Texas 75254

Late proposals will be returned unopened, and unsigned proposals will be rejected as non-responsive.

Questions concerning the RFP are to be asked via www.Bidsync.com. This insures everyone sees the same questions and answers.

EXHIBIT A

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EXHIBIT A

TOWN OF ADDISON
REQUEST FOR PROPOSALS NO. 18-205
JANITORIAL SERVICES

INTENT

The Town of Addison General Services Department is soliciting sealed written proposals from qualified vendors for the cleaning of seven municipal buildings. This will be a yearlong contract to be paid in monthly increments, with options to renew each year for up to four (4) years, thereafter.

AWARD

Award shall be made to the responsible vendor whose proposal is determined to be the most advantageous to the Town. Once awarded by Council, the vendor will be notified to proceed with work.

REQUIREMENTS FOR RFP NO. 18-205
JANITORIAL SERVICES

All proposals shall be for the complete janitorial cleaning service of seven municipal buildings (see list and locations under Scope of Work, page 8). **Proposals shall be based off the spreadsheet detailing the nightly, weekly, quarterly and semi-annual cleaning procedures (Exhibit A). Please bid carpet cleaning, floor work and window cleaning (inside and outside)(aside from glass doors which need to be regularly) separately on an as needed basis.**

PROPOSAL EVALUATION PROCESS

Proposals will be consistently evaluated and scored using the following weighted criteria:

- Proposer's reputation based on reference checks and examination of reference properties
- Experience in performance of comparable engagements
- Conformance with the terms of this Request for Proposal
- Proposed cleaning procedures
- Reasonableness of costs

Proposals shall be kept confidential until a contract is awarded.

MAXIMUM PROPOSAL GRADE IS 100 POINTS (See attached Sample Score Sheet)

30 Points:
- Scope of Services (staffing and hours recommendation at each site, staff training, cleaning procedures, quality control)

30 Points:
- Cost

15 Points:
- Experience in performance in comparable engagements

15 Points:
- Proposer's reputation based on reference checks and examination of reference properties

10 Points:
- Conformance with the terms of this Request for Proposal

Evaluation Criteria

- The evaluation committee may also contact the references provided in response to the Section identified as Company Background and References; contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee

EXHIBIT A

shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the Town of Addison

- Each vendor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending with involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The Town of Addison reserves the right to reject any proposal based upon the vendor's prior history with the Town or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

- Clarification discussions may, at the Town's sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors.

EXHIBIT A

INSTRUCTIONS TO PROPOSERS

1.0 RECEIPT AND PREPARATION OF THE PROPOSAL

1.1 **Proposers are required to submit three (3) paper versions of their proposal and one digital version on a USB memory stick.** Proposals should be delivered to the Purchasing Division in the Finance Building of the Town of Addison located at 5350 Belt Line Rd., Addison, TX 75254 to the attention of Wil Newcomer by November 1, 2018, 2pm local time. Proposals must be received by the specified time in order to be considered, and proposals submitted after this closing time will not be considered and will be returned unopened.

1.2 Each proposal shall be enclosed in a sealed envelope, addressed to the Purchasing Manager, Town of Addison, 5350 Belt Line Road, Dallas, Texas, 75254. Proposals must be labeled in the lower left-hand corner with the Proposal Number and Name (RFP 18-205 Janitorial Services). Proposers must also include their company name and address on the outside of the envelope.

1.3 Bidders are responsible for making certain bids are delivered to the purchasing division. Mailing of a bid does not insure that the bid will be delivered on time or delivered at all. If bidder does not hand deliver bid, it is suggested that he/she use some sort of delivery service that provides a receipt.

1.4 Bids may be withdrawn prior to the above scheduled time set for closing of the bids. Any bid received after the time and date specified will not be considered.

1.5 The Town of Addison reserves the right to postpone the date and time for opening bids through an addendum.

1.6 No changes to bid, including pricing structure, time to completion, and references may be made following submission of the bid packet.

2.0 ADDENDA AND EXPLANATIONS

2.1 Any addendums will be posted via www.Bidsync.com. It is the sole responsibility of the vendors to check for addendums.

3.0 TAXES

3.1 All proposals are required to be submitted <u>without</u> State Sales tax. The Town of Addison is exempt from payment of such taxes.

4.0 SCOPE OF WORK

4.1 The work under this contract shall consist of the services contained in the proposal, including all materials including all chemicals, solvents, polishes etc., equipment, labor and all other items necessary to complete said work in accordance with the bid documents. **The Town will provide paper products and plastic trash bags.**

4.2 The proposer shall keep in mind that these buildings are highly visible and require a very high level of cleaning to meet expectations.

4.3 The contractor shall provide professional cleaning and other related services to the following Town of Addison locations:

EXHIBIT A

Building	Address	Type	Square Footage
Police Building	4799 Airport Parkway	Police offices, lobby, kitchen, courtroom, restrooms, locker rooms	19,270
Police Substation (Circle Park)	4943 Addison Circle	Offices, lobby, restroom	250
Police Substation (Vitruvian)	4015 Vitruvian Way	Offices, lobby, restroom	550
Conference Centre	15650 Addison Road	Offices, Lobby, Kitchen, Meeting and service spaces, restrooms	15,800
Theatre Centre	15650 Addison Road	Offices, lobby, kitchen, dressing rooms, restrooms	15,000
Stone Cottage	4901 Addison Circle Drive	Meeting space, dressing room, restrooms	1,000
Park Pavilion	4950 Addison Circle Drive	Day restrooms, as needed Special Events Restrooms, kitchen	Public Restrooms 420 Special Events Restrooms 785 Kitchen 590

EXHIBIT A

4.4 All cleaning shall be performed after the normal operating hours of these buildings. The Police Station is open 24 hours a day, 7 days a week and shall not be cleaned before 8:30 p.m. Monday through Friday. The police station may be cleaned earlier on Saturday and Sunday, but cleaning must be completed no later than 6:30 p.m. on those two days. Police buildings will require CJIS Certification for all staff working in these facilities.

The Police Substations - shall be cleaned on Sunday and Thursday.

The Conference Centre, Theatre Centre and Stone Cottage shall be cleaned after midnight and finish prior to 5:30 am. The Conference Centre, Theatre Centre and Stone Cottage shall be cleaned Monday-Saturday with the Pavilion cleaned 7 days a week. A separate quote shall be submitted for an as needed Sunday cleaning of the Conference Centre, Theatre Centre and Stone Cottage.

Services to be performed monthly, quarterly and semi-annually shall be performed during the first month of the contract and then at appropriate intervals after that.

4.5 The Contractor shall provide all equipment necessary to complete said work including all cleaning supplies, equipment and chemicals. The Town shall provide paper goods of toilet tissue, paper towels, toilet seat covers, facial tissue and plastic trash bags. Services cover all aspects of janitorial cleaning in the buildings from entrances to the exits and building core aside from the Theatre Centre which excludes the shop, costume shop, prop room, main performance space and studio theatre.

4.6 The Town reserves the right to delete square footage from the contract, without a penalty, decreasing the parts of, or the entire building(s) to be cleaned. Thirty days (30) notice will be given to the contractor before any deletions are made. In this case, the amount to be deducted from the contract shall be based on percentage of square feet deleted in comparison to total building area and a change order to the contract shall be issued.

4.7 The Town reserves the right to add square footage to the contract, without a penalty. In this case, the amount to be added to the contract shall be negotiated and agreed upon by the Town and the Contractor, and a change order to the contract shall be issued before the additional work begins.

5.0 PROPOSING

5.1 Proposers are instructed to consider the following factors in preparation of your proposal:

a. Proposals shall remain firm for a period of 60 calendar days after the scheduled bid opening.

b. Proposers are instructed to include all necessary charges, related to this proposal.

c. All costs incurred in responding to the RFP shall be the responsibility of the entity submitting the proposal.

d. The contract will be governed by the laws of the State of Texas. Venue shall be exclusively in Dallas County.

5.2 Proposers shall mark any information, which is a trade secret or confidential, as "CONFIDENTIAL" on each page. Pricing of goods and services is not considered as confidential information. Proposals shall be opened so as to avoid disclosure of contents to competing proposers. The contents will not be disclosed during the process of evaluation, revision, and negotiation. All proposals shall be open to the public after contract award, except for information marked "confidential."

6.0 AWARD OF CONTRACT

EXHIBIT A

6.1 The Town of Addison reserves the right to reject any or all proposal, reject any particular item on a proposal and to waive immaterial formalities and/or award in the best interest of the Town.

6.2 The General Services Department will evaluate all qualifying proposals. All requirements in this RFP must be satisfied to ensure that the proposal will qualify for consideration.

6.3 The Town of Addison requests that only qualified firms submit proposals. Proposals from unqualified firms or proposals that fail to address all requirements listed in this RFP will be rejected.

7.0 PROPOSAL FORMAT

7.1 To assure consistency, proposals must conform to the following format:

Introduction

This section should contain your understanding of the Town's needs and objectives.

Descriptive Literature

Provide complete descriptive explanation of the following:

1. Standard cleaning procedures
2. Detailed outline of quality control methods-discuss how supervisors assure quality of work, how do they assess/evaluate performance and frequency of inspections
3. What type and frequency of reporting will the Town receive on quality assurance-if any
4. Method Town staff communicate cleaning problems with contractor and how does the contractor notify Town staff that the issue was resolved
5. Describe procedure to address emergency situations and response times
6. Explanation of employee training
7. Examples of equipment and products used in cleaning

References

This section shall contain names of at least five organizations, most preferable local governmental entities for which you have provided this service. Please include organization name, address, telephone number and contact person. (Form provided)

Current and previous clients of any firm that submits a proposal may be approached with specific questions regarding contractor performance and reliability. Responses to these questions will be considered in the evaluation process.

Fee Structure

Provide a fee schedule for your services (use form provided).

Contract

Enclose a copy of your standard contract. Indicate any clause(s) that are conditional or non-negotiable.

8.0 INSURANCE REQUIREMENTS

8.1 See attached.

8.2 Contractor shall provide the following endorsements:

a. The Town shall be named as an additional insured with respect to general liability, automobile liability and builders risk coverages. Named insured wording which includes the Contractor and the Town of Addison with respect to general liability, automobile liability.

EXHIBIT A

b. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions and severability of interest clauses.

c. A waiver of subrogation in favor of the Town of Addison shall be contained in the workers compensation, builders risk, and all liability policies with respect to the worker's compensation insurance and all other insurance policies.

d. The policy shall be endorsed to require the insured to immediately notify the Town of Addison of any material changes in the insurance coverage.

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

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

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

h. Contractor may maintain reasonable and customary deductibles, subject to approval by the Town.

i Insurance must be purchased from insurers that are financially acceptable to the Town.

j. The Town shall be named as a joint loss payee in the builder's risk policy.

8.3 All insurance shall be purchased from an insurance company, which meets the following requirement:

a. Must be issued by a carrier, which is rated "A–" or better by A.M. Best's Key Rating Guide.

b. Licensed and admitted to do business in the State of Texas and is a subscriber to the Texas Guaranty Fund.

8.4 All insurance must be written on forms filed with and approved by the Texas State Board of Insurance. Certificates of insurance shall be prepared and executed by the insurance company or it's authorized agent and shall contain provisions representing and warranting the following:

a. The company is licensed and admitted to do business in the state of Texas.

b. The Texas State Board of Insurance has approved the company's forms.

c. Sets forth all endorsements as required above.

d. The Town of Addison will receive at least thirty (30) days notice prior to cancellation or termination of insurance.

9.0 NON-DISCRIMINATION POLICY

9.1 It is the policy of the Town of Addison to afford all people an equal opportunity to bid or propose on any contract being let by the Town.

9.2 The Town of Addison has a policy that prohibits discrimination against any person because of race, color, sex, or national origin, in the award or performance of any contract.

9.3 The Town of Addison will require its employees, agents, and contractors to adhere to this policy.

EXHIBIT A

10.0 PAYMENT FOR SERVICES

10.1 The Town will be subject to the limits of the stated monthly contract price for the services proposed. The Town shall have no obligation to pay the Contractor a monthly amount which is in excess of the Contractor's proposed amount.

10.2 The Contractor shall submit one (1) monthly invoice for each building contract awarded, on or after the first day of the month for the prior month's cleaning services.

10.3 All invoices shall be address to:
Town of Addison, Accounts Payable
P.O. Box 9010
Addison, Texas 75001-9010
Attention: General Services-Janitorial Services.

10.4 Payment from the Town of Addison for work performed in accordance with the Agreement shall be due thirty (30) days from receipt of the monthly invoice, as provided for by State law.

10.5 Rights of Withholding: The Town reserves the right to withhold any payment or partial payment otherwise due the Contractor for any unsatisfactory performance or damage by the Contractor. This amount shall be withheld until such work is corrected.

10.6 Acceptance of Payment: The acceptance of each monthly payment by the Contractor shall constitute a waiver of all claims, of any nature, by the Contractor against the Town.

10.7 Upon termination of this Agreement, amounts due the Contractor from the Town under the terms of this Agreement, shall be prorated as of the date of termination.

11.0 TERMINATION OF AGREEMENT

11.1 **BY TOWN**: If the Town is dissatisfied with the quality of the Contractor's performance, or if the Contractor fails to comply with the terms of the proposal and subsequent Agreement, the Town shall so inform the Contractor by telephone or contractor's preferred notification method, noting all areas of dissatisfaction. The Contractor shall correct the deficiencies the evening of the day notified except in the case of fundamental deficiencies – see section 12.3 of Quality Control. If the Contractor fails to correct the deficiencies within the said period, the Town may elect to:

a. Perform the services itself, or obtain others to perform the services, in which case the Town shall recover those costs by deducting "out of pocket expenses" from the Contractor's monthly invoice; and/or,

b. Terminate the Agreement immediately by giving written notice to the Contractor. Termination by the Town under this section shall be in addition to all other remedies that the Town may have against the Contractor.

11.2 Upon termination of the contract, Contractor shall bring buildings up to the Town's required level of satisfaction.

11.3 The Town of Addison reserves the right to cancel this Agreement, without cause, with 60 days written notice.

11.4 The Town may be required to cancel the contract if the governing body does not provide funding for any fiscal year beginning October 1.

EXHIBIT A

11.5 **BY THE CONTRACTOR**: Should the Contractor elect to cancel the contract prior to the original or extended termination date, at least sixty (60) days written notice shall be given to John Godley, Town of Addison Facilities Services Supervisor.

a. The Town shall deduct any out of pocket costs, associated with re-bidding the janitorial service, from money owed the Contractor. Also, any increase in the cost of janitorial services for the balance of the contract term shall be deducted by the Town from amounts owed to the Contractor.

b. Upon cancellation of a contract by Contractor, the Contractor shall bring buildings up to the Town's required level of satisfaction.

12.0 QUALITY CONTROL

12.1 The contractor shall maintain a quality control program which shall include regular inspections and tours with the Town representative of all buildings covered under this Request for Proposal. The proposal shall include how the inspections will be conducted, documented, and shall include a procedure to verify that identified deficiencies are noted and resolved to the satisfaction of the Town.

12.2 The contractor's quality control records shall be available on-site or electronically and open for the Town's review at all times. Copies of all quality control inspection reports completed by the contractor shall be provided to the Town as completed.

12.3 Proposal shall include how contractor will handle cleaning deficiencies or complaints noted by Town staff. Contractor will supply contact name, business phone number, email address and cell phone of superintendent or supervisor responsible for responding to the Town's representative in the event of cleaning deficiencies or complaints during normal business hours (8:00am – 5:00pm). Fundamental cleaning deficiencies (missed trash cans, empty product dispensers, etc...) reported to the contractor by 10 am shall be corrected by 12 pm (noon) of the same day or result in a credit memo being issued to reflect a deduction in the fee for work not performed.

12.4 Access to Site: Access to the building shall be as directed by the Town. Contractor's employees are not to be accompanied in their work areas on the premises by any other person unless said person(s) are authorized contractor employees. The contractor shall be responsible for all persons admitted to the facility by the contractor, its officers, agents, or employees.

12.5 Materials: All equipment and other apparatus, i.e., buffers, buffer pads, vacuums, vacuum bags, etc, necessary to complete the work proposed by the contractor shall be furnished by the contractor. **The Town shall supply all paper goods and plastic trash bags.**

12.6 The Town/its representative desires to meet with the Contractor or Contractor's Supervisors on a weekly basis to discuss performance and any cleaning issues that may arise. This frequency may be adjusted at the Town's discretion.

13.0 PERSONNEL

13.1 Once awarded, all Contractor's employees who will work in the Town's buildings **must** submit to a background investigation by the Addison Police Department, and the Contractor **must** agree to replace any employee working in the Town's buildings at the request of the Town without the Town furnishing the Contractor with specifics for the request. Example of "Security Clearance Questionnaire" is attached.

13.2 **Employees working in the Police Department or sub-station must submit to a higher level security clearance and obtain CJIS Certification (Criminal Justice Informational Services).** Vendor shall prescreen employees to put forward to 3-5 viable employees that vendor believes is able to be certified. This is a rigorous and extensive check therefore the Contractor should only submit employees able to pass. Back up employees must be CJIS Certified so there are backup personnel to clean if needed.

EXHIBIT A

Employees who have not yet submitted to a background check **shall never** be allowed in a building without a supervisor being present with that employee **at all times**.

13.3 The Contractor shall employ only such superintendents, supervisors, and workers who are qualified, trained, careful, competent, reliable, and informed to perform the duties or tasks assigned to them, and shall secure the summary dismissal of any person or persons employed by the Contractor in or about or on the work who shall misconduct him/herself or be otherwise objectionable or neglectful in the proper performance of his or her duties or whom neglects or refuses to comply with or carry out the directions of the Contractor. The Town shall have the right to request the immediate removal from its premises of any employee of the Contractor. At the request of the Town, the Contractor shall replace any incompetent, unfaithful, abusive, or disorderly person in its employ.

The Contractor must have extra workers trained to the Town's specifications, at all times, so that crews can be properly manned at all times in the event of a need to terminate individuals or entire crews. There shall be no gaps or delays in starting a new crew, if it becomes necessary.

The Contractor shall take all steps necessary to ensure that all of the Contractor's employees are authorized to work in the United States, as required by the Immigration Reform and Control Act of 1986.

All work is to be performed by employees of the Contractor. A subcontractor will only be allowed for unusual situations and only with the written approval from the Town's representative.

The Contractor or an authorized competent supervisor acceptable to the Town's representative shall be present on each work site at all times when the work of the contract is being performed. Supervisor shall have the authority to act for the Contractor and to receive and execute orders as assigned by the Town representative. The supervisors shall be available at all times during the designated working hours. The supervisors shall be required to read, write, and speak English so as to be able to communicate with Town personnel.

13.4 Employees: The personnel employed by the Contractor shall be capable employees, qualified in janitorial type work. The Contractor shall be staffed with trained and experienced cleaning personnel.

A fully qualified force shall be on board at the beginning of the contract performance and shall be maintained throughout the period of this contract. All personnel shall receive close and continuing first-line supervision by the Contractor.

13.5 Uniforms & Badges: When on duty, all Contractor's employees shall have on their person identification showing the employee photo, name, and personal data. In addition, Contractor employees shall be neat in appearance.

Wearing of the identification while on duty and presenting a neat, clean appearance is **mandatory.**

14.0 SECURITY

14.1 The security of the building keys shall be maintained according to the policies of the Town. Liability for lost keys, re-keying cost, and other related expenses shall be the full responsibility of the Contractor. **THE CONTRACTOR SHALL NOT ALTER ANY LOCK OR REPRODUCE ANY KEY.**

14.2 The Contractor shall establish procedures to assure that the building is secured as required by the Town. Janitorial personnel shall be required to secure the premises upon completion of assigned job duties. All exterior doors shall be locked, all lights are to be turned off (except security lights and lights designated as security lights) and the security systems shall be activated prior to leaving the premises. Any malfunction shall be reported to the Addison Police dispatcher prior to leaving the building. Failure to comply with this provision may result in termination of the contract.

EXHIBIT A

14.3 In the event that the security system alarm is set off by the janitorial personnel and police are dispatched, and if the Town determines that the janitorial staff is at fault, a fine will be levied against the Contractor in the amount of $50.00 for each false alarm. A False Alarm notice and invoice will be sent to the Contractor. Such invoice(s) must be paid in full either by check from the Contractor or in the form of a credit memo issued to the Town of Addison against the Contractor's monthly invoice for that location.

14.4 The Contractor's supervisor will be responsible and available at all times to respond within 30 minutes to a facility where his or her crews failed to secure the facility. If Town staff has to respond, costs associated with their response out of pocket costs will be deducted from the monthly invoice.

EXHIBIT A

REQUEST FOR PROPOSAL STATEMENT
AND SUBMISSION CHECKLIST

PROPOSER: _____
Company Name

ADDRESS: _____
Number & Street City, State, Zip Code

PROJECT: Contract for Custodial Services – RFP No. 18-205

All Proposers must provide the following information: (Those proposers failing to complete the Qualifications of Proposer Statement packet may be disqualified.)

Pursuant to Contract Documents and information for prospective proposers for above mentioned proposed project, the undersigned is submitting the information as required with the understanding that the purpose is for your confidential use only to assist in determining the qualifications of this organization to perform the type and magnitude of work included; and further, guarantee the trust and accuracy of all statements hereinafter made, and will accept your determination of qualifications without prejudice. The surety herein name, and any other bonding company, bank, subcontractor, supplier, or any other persons, firms or corporations with whom I/we have done business, or who have extended any credit to me/us are hereby authorized to furnish you with any information you may request concerning me/us, including, but not limited to information concerning performance on previous work and my/our credit standing with any of them; and I/we hereby release any an all such parties from any legal responsibility whatsoever on account of having furnished such information to you.

Signature_____ Date_____
Contractor/Proposer

Print Name_____
Contractor/Proposer

Title_____

Items to be furnished (4 copies):

A. **Introduction.**
B. **Descriptive Literature.**
C. **Certification of Compliance with terms and conditions of RFP (signed)**
D. **Customer/Reference List (Enclosed in sealed envelope marked "Confidential")**
E. **Fee Structure on form provided, may include any additional information.**
F. **Company Background and Reference Form.**

To be completed and furnished by appropriate Insurance Agent:

A. **Insurance Requirement Affidavit**

EXHIBIT A

COMPANY BACKGROUND AND REFERENCES

1. Number of years in business as a Custodial Contractor

_____ Years

2. Please provide information pertaining to staffing levels indicating the breakdown of supervisory versus service personnel. Also, indicate the anticipated number of hours for cleaning for each location, each time.

Location	Number of Supervisors	Number of Service Personnel	Number of Man Hours Per Night
Conference Centre			
Theatre Centre			
Stone Cottage			
Pavilion			
Police Building			
Police Substation (Addison Circle)			
Police Substation (Vitruvian)			

3. Number of full time employees in company:

Administrative ____

Supervisory ____

Crew Leaders ____

Service Employees ____

4. Number of part time employees in company:

Administrative ____

Supervisory ____

Crew Leaders ____

Service Employees ____

5. How do you handle emergency requests for service? What is your normal response time and fee charged for such service?

6. List of current customers, on form provided. At least five (5) customers with contracts of comparable type and magnitude will be contacted as references, a determining factor in the award of the contract. A Town

EXHIBIT A

representative may inspect the buildings of customers used as references, with the customer's approval. Are any of the references give, relative by blood or marriage? Yes_____ No_____ If so, please list them below:

Company	Contact	Phone	Sq. Ft.	Years

7. List any government contracts you have or have had:

Organization	Contact	Phone	Sq. Ft.	Dates

8. Have you or any present partners or officers failed to complete a contract? Yes_____ No_____ If yes, give name of owner and/or surety and reason.

9. List of equipment owned by Contractor that is in serviceable condition and available for use. The Contractor is responsible for keeping the equipment in safe and operable repair at all times.

10. The owner, manager, or supervisor must be reachable 24 hours a day, seven days a week, 365 days a year. Does this present a problem?

    Yes_____ No_____

    If this is not a problem, how will we reach one of the above people?

    Cell phone_____ Answering service_____ Home phone_____ Other_____

11. Is your office located in a building zoned for a business (as opposed to residential) and is there someone there during business hours to take phone calls, answer questions, and locate a manager or supervisory person?

    Yes_____ No_____

12 How long have you been at your present address?

EXHIBIT A

Years_____ Months_____

Previous address:

Years_____ Months_____

EXHIBIT A

CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF REQUEST FOR PROPOSAL / EXCEPTIONS

I have read, understand, and agree to comply with the terms and conditions specified in this Request for Proposal.

Checking "YES" indicates acceptance of all terms and conditions, while checking "NO" denotes non-acceptance and vendor's exceptions should be detailed below. In order for any exceptions to be considered they MUST be documented.

YES_____ I agree.

NO_____ Exceptions noted below:

Signature_____ Date_____
Contractor/Proposer

Print Name_____
Contractor/Proposer

Title_____

EXCEPTION SUMMARY FORM

RFP SECTION #	RFP PAGE #	EXCEPTION (Provide a Detailed Explanation)

EXHIBIT A

CUSTOMER LIST

(Enclose in a sealed envelope marked "Customer List – Confidential")
Minimum five (5)

	NAME OF ORGANIZATION	CONTACT NAME	PHONE #	SQ. FEET	TYPE*
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

*TYPE: General Office, Executive Offices, Warehouses, Service Center, etc.

EXHIBIT A

Fee Structure

Please indicate the monthly and annual fee for each facility.

Location	Monthly Fee	Annual Fee
Conference Centre		
Theatre Centre		
Stone Cottage		
Pavilion		
Police Building		
Police Substation (Addison Circle)		
Police Substation (Vitruvian)		

Additional Cleanings and Services on an As Needed Basis

Location	As Needed Fee
Conference Centre	
Sunday Additional Clean	
Carpet Cleaning	
Floor Strip and Wax	
Window Cleaning	
Theatre Centre	
Sunday Additional Clean	
Carpet Cleaning	
Floor Strip and Wax	
Window Cleaning	
Stone Cottage	
Sunday Additional Clean	
Pavilion	
As Needed Cleaning of Kitchen	
As Needed Cleaning of Special Events Restroom	
Police Building	
Carpet Cleaning	
Floor Strip and Wax	

EXHIBIT A

RFP #18-205 Janitorial Services
INSURANCE REQUIREMENT AFFIDAVIT

To be completed by appropriate insurance agent

I, the undersigned agent, certify that the insurance requirements contained in this bid document have been reviewed by me with the below identified vendor. If the below identified vendor is awarded this contract by the Town of Addison, I will be able, within ten (10) days after being notified of such potential award, to furnish a valid insurance certificate to the Town meeting all of the requirements contained in this bid.

_____	_____
Agent's Signature	Agent's Name Printed
_____	_____
Name of Insurance Carrier	Phone Number of Agent
_____	_____
Address of Agency	City, State, Zip

_____
Vendor's Name

SUBSCRIBED AND SWORN to before me by the above named _____

on this _____ day of _____, 2018.

_____
Notary Public

Note to Proposer:
This form cannot be submitted with your proposal as it must be completed by your insurance agent. Fax this form to your insurance agent and have them fax it to the Town of Addison at 972-450-7065. This form must be received by Purchasing before or within 48 hours of the bid closing date.

Note to Agent:
If this time requirement is not met, The Town of Addison has the right to declare this vendor non-responsive and award the contract to the next lowest responsible bidder meeting the specifications. If you have any questions concerning these requirements, please contact the Purchasing Manager at 972-450-7091

EXHIBIT A

SAMPLE FORMS ATTACHED

(PAGE LEFT BLANK)

EXHIBIT A

SAMPLE ADDISON POLICE DEPARTMENT
CRIMINAL JUSTICE APPLICANT

This document is your *FAST Fingerprint Pass* for a state and national criminal history record check. Please schedule a fingerprint appointment by visiting http://www.identogo.com or by calling 1-888-467-2080. **When scheduling an appointment you will be prompted by IdentoGO for the following additional personal data: Date of Birth, Sex, Race, Ethnicity, Skin Tone, Height, Weight, Eye Color, Hair Color, Place of Birth and Home Address. During your Fingerprint appointment you will also be prompted for Social Security Number and Driver License Number. Requested data is required by the Texas Department of Public Safety to process your background check.** These data elements have been omitted from this document in order to better protect the security of your personal information. You may pay for *FAST* services online with a credit card or onsite with a check or money order only. Your fingerprints will be submitted to the Texas Department of Public Safety and the Federal Bureau of Investigation.

1. Logon to http://www.identogo.com
2. Select: ***Texas***
3. Select: ***Online Scheduling***
4. Select: ***English or Espanol***
5. Enter: ***First and Last Name***
6. Select: ***All Others***
7. Select: ***Option A – Electronic Submission***
8. Select: ***Yes, I have a FAST Fingerprint Pass***
9. Enter: ***TX05701H1***
10. Follow the prompts to enter requested information.
11. Bring this completed form with you to your appointment.

Section One: Qualified Entity Information

ORI#: TX05701H1 **Original TCN:** _____
(If resubmission for rejected fingerprints)

Agency/Entity/Organization Name: ADDISON POLICE DEPARTMENT

Section Two: Applicant Name (To be completed by applicant)

Last: _____ First: _____ Middle: _____
(Please print) (Please print) (Please print)

Section Three: Waiver Information (To be completed and signed by applicant)

I certify that all information I provided in relation to this criminal history record check is true and accurate. I authorize the Texas Department of Public Safety (DPS) to access Texas and Federal criminal history record information that pertains to me and disseminate that information to the designated Authorized Agency or Qualified Entity with which I am or am seeking to be employed or to serve as a volunteer, through the DPS Fingerprint-based Applicant Clearinghouse of Texas and as authorized by Texas Government Code Chapter 411 and any other applicable state or federal statute or policy. I authorize the Texas Department of Public Safety to submit my fingerprints and other application information to the FBI for the purpose of comparing the submitted information to available records in order to identify other information that may be pertinent to the application. I authorize the FBI to disclose potentially pertinent information to the DPS during the processing of this application and for as long hereafter as may be relevant to the activity for which this application is being submitted. I understand that the FBI may also retain my fingerprints and other applicant information in the FBI's permanent collection of fingerprints and related information, where all such data will be subject to comparisons against other submissions received by the FBI and to further dissemination by the FBI as may be authorized under the Federal Privacy Act (5USC 552a(b)). I understand I am entitled to obtain a copy of any criminal history record check and challenge the accuracy and completeness of the information before a final determination is made by the Qualified Entity. I also understand the Qualified Entity may deny me access to children, the elderly, or individuals with disabilities until the criminal history record check is completed. If a need arises to challenge the FBI record response, you may contact the agency that submitted the information to the FBI, or you may send a written challenge request to the FBI's Criminal Justice Information Services (CJIS) Division at FBI CJIS Division, Attention: Correspondence Group, 1000 Custer Hollow Road, Clarksburg, WV 26306.

Signature: _____ Date: _____

Section Four: Service Center Information (To be completed by *FAST* Enrollment Agent)

Date Prints Taken _____ Amount Charged For Service: $____

Paid by: ☐ Check ☐ Money Order ☐ Visa ☐ MasterCard X Billing Acct _____

TCN: _____

☐ I HAVE COMPARED THE GOVERNMENT-ISSUED IDENTIFICATION PRESENTED BY THE APPLICANT AND ATTEST THAT TO MY BEST DETERMINATION, I HAVE FINGERPRINTED THE SAME PERSON

EXHIBIT A

E.A. Name: _____

E.A. Signature: _____

EXHIBIT A

SAMPLE SECURITY CLEARANCE QUESTIONNAIRE

NAME_____
(LAST NAME) (FIRST NAME) (MIDDLE INITIAL)

DATE OF BIRTH _____ SOCIAL SECURITY #_____

U.S. CITIZEN? YES__ NO__ IF NOT CITIZEN, WORK PERMIT? YES__ NO__

CURRENT ADDRESS _____CITY_____ STATE_____

PREVIOUS ADDRESS _____ CITY_____ STATE_____

PREVIOUS EMPLOYER:
COMPANY _____ PHONE _____
SUPERVISOR_____ DATES EMPLOYED_____
(FROM) (TO)
DRIVERS LICENSE # _____ STATE _____

HAVE YOU EVER BEEN CONVICTED OF A CRIME? Yes____ No____

IF YES, LIST EVERY CONVICTION, ITS DATE, WHERE CONVICTED AND OF WHAT CHARGE CONVICTED.

_____
_____
_____

*** I HEREBY WAIVE THE PRIVILEGE OF CONFIDENTIALITY OF ANY AND ALL INFORMATION OBTAINED, EITHER VERBALLY OR IN WRITING, THE TOWN OF ADDISON OR ITS EMPLOYEES WITH RESPECT TO CONSIDERING MY APPLICATION FOR CONTRACT EMPLOYMENT. I WAIVE THE RIGHT TO BE INFORMED OF ANY AND ALL REASONS AS TO WHY I WAS DISQUALIFIED FOR THE POSITION FOR WHICH I HAVE APPLIED. I HEREBY WAIVE THE PRIVILEGE OF CONFIDENTIALITY OF ANY INFORMATION RESULTING FROM MY BACKGROUND INVESTIGATION.

EXHIBIT A

_____
(APPLICANT'S SIGNATURE)

EXHIBIT A

EXHIBIT "B"
Contractor Response to Specifications

Professional Janitorial
Service Proposal

Prepared for:

Request for Proposal

Town of Addison

Submitted By:

Regent Services

Taylor Prescott
101 St. Louis Ave
Fort Worth, Texas 76104
T: 817-984-1761
C: 936-366-5756
tprescott@regentsvc.com

Bryan Walsh
101 St. Louis Ave
Fort Worth, Texas 76104
T: 817-984-1761
C: 817-229-4214
bryan@regentsvc.com

November 1, 2018

EXHIBIT A



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Enclosed Documents: Customer List

EXHIBIT A

Information and Instruction Form

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

Section I Company Profile

Name of Business: Southlake Leasing and Management dba Regent Services

Business Address: 101 St. Louis Avenue, Fort Worth, TX 76104

Contact Name: Taylor Prescott

Phone#: 936-366-5756

Fax#: 817-984-1297

Email: tprescott@regentsvc.com

Name(s) Title of Authorized Company Officers:

- Bryan Walsh, Owner
- Chaney Russell, President
- Joshua Prescott, Senior Director
- Thomas McDaniel, Senior Director
- Delane Miles, Executive Assistant to Owner
- Sue Dickson, Chief Financial Officer

Federal ID #: 20-5975326

W-9 Form: Attached

DUN #: 011220070

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.

EXHIBIT A

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

Dallas, TX 75254

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 120 Days.

☐ Exceptions: Contractor/Supplier does not take Exception to Bid Specifications or Other Requirements of this Solicitation. If neither exceptions box is checked, default shall be "No Exceptions"

☐ Contractor/Supplier take the following Exception(s) to the Bid Specifications or Other Requirements of this Solicitation (Explain in Detail). If box checked but no exceptions are listed, default shall be "No Exceptions"

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/cmbl/cmblhub.html

HUB Owned Business Yes ☐ No X

Include a current copy of your HUB certification with your response or insert Certification number N/A and expire date N/A.

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 X

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

EXHIBIT A

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: Date: 10/31/18

Title: Senior Director

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

10/17/17

EXHIBIT A

REQUEST FOR PROPOSAL STATEMENT
AND SUBMISSION CHECKLIST

PROPOSER: Regent Services
Company Name

ADDRESS: 101 Saint Louis Avenue — Fort Worth, TX 76104
Number & Street — City, State, Zip Code

PROJECT: Contract for Custodial Services – RFP No. 18-205

All Proposers must provide the following information: (Those proposers failing to complete the Qualifications of Proposer Statement packet may be disqualified.)

Pursuant to Contract Documents and information for prospective proposers for above mentioned proposed project, the undersigned is submitting the information as required with the understanding that the purpose is for your confidential use only to assist in determining the qualifications of this organization to perform the type and magnitude of work included; and further, guarantee the trust and accuracy of all statements hereinafter made, and will accept your determination of qualifications without prejudice. The surety herein name, and any other bonding company, bank, subcontractor, supplier, or any other persons, firms or corporations with whom I/we have done business, or who have extended any credit to me/us are hereby authorized to furnish you with any information you may request concerning me/us, including, but not limited to information concerning performance on previous work and my/our credit standing with any of them; and I/we hereby release any an all such parties from any legal responsibility whatsoever on account of having furnished such information to you.

Signature _____ Date 10/31/18
Contractor/Proposer

Print Name Joshua Prescott
Contractor/Proposer

Title Senior Director

Items to be furnished (4 copies):

A. **Introduction.**
B. **Descriptive Literature.**
C. **Certification of Compliance with terms and conditions of RFP (signed)**
D. **Customer/Reference List (Enclosed in sealed envelope marked "Confidential")**
E. **Fee Structure on form provided, may include any additional information.**
F. **Company Background and Reference Form.**

To be completed and furnished by appropriate Insurance Agent:

A. **Insurance Requirement Affidavit**

EXHIBIT A

Regent Services
101 St. Louis Ave.
Fort Worth, Texas 76104

November 1, 2018

Town of Addison

Introduction: Janitorial Service Proposal – TOWN OF ADDISON

Thank you for allowing Regent Services to prepare a professional cleaning service proposal for your consideration. We know it takes considerable time and effort to show any potential contractor your facility, and to provide them with the necessary information. *So again, thanks!*

Here are a few important highlights:

Below is an example of a successful and proven method for a Start-Up involving Regent Services and an entity such as TOWN OF ADDISON. Like any successful start-up, frequent and efficient communication transfixes into a seamless transition.

4 weeks from start (30-22 days out)
- Kick-Off Meeting to assign:
- Roles, Responsibilities, & Key Points of Contact
- Finalize & Review Specifications/Scope of Work
- Review current situation and issues to be aware of hots spots and cultural awareness of client
- Uniform Requirements
- Waste Management & Recycling Procedures
- Begin Developing Schedules & Checklists for personnel/building teams.
- Review necessary billing & accounting requirements for timely set-up.

3 weeks from start (21-15 days out)
- Assign Management & Personnel
- Conduct Background Checks & Drug Testing for new employees
- Review Regent Services Safety Requirements
- Review customer Safety Requirements
- Determine equipment/supply needs & procurement process

2 weeks from start (14-8 days out)
- Key & Badge Access for Regent Personnel
- Key & Badge procedures for Regent Personnel
- Stage equipment, supplies, communication devices & inventory for Start-Up at Regent Headquarters

1 week from start (7 days out)
- Identify & Verify Completion of all tasks in previous weeks
- Stage equipment, supplies, communication devices, & inventory for Start-Up at Customer building.
- Meet with tenants (if allowed) to define special requirements/codes/access/etc.

EXHIBIT A

Regent Services has learned after years of experience in large start-ups that the key to a success is constant communication of expectations, objectives and outcomes with all parties involved including but not limited to management at all levels, (both TOWN OF ADDISON and Regent Services).

Regent Services will hold regular meetings with you to discuss all phases of the transition, identify best practices and implement them, as needed. We will survey everyone on your staff who will be affected by the transition in order to address any and all concerns.

Your expectations are extremely important and are to be met by employees who pride themselves on their ability to give their best, every hour of every day. Regent Service employees have demonstrated that ability consistently.

We employ and retain employees who will exemplify our core values (respect, integrity, appearance, innovation and excellence) at every location. We hire superior employees from diverse backgrounds, give them thorough training, encourage them to be accountable for their work and reward them for exceptional performance.

With well managed people in the right position, TOWN OF ADDISON benefits in many ways:

- High quality service
- Increased productivity and reliability
- Exemplary interaction with others
- Reducing turnovers, which results in familiar faces and consistent service
- A safer Workplace results in Lower Cost

We look forward to the opportunity of becoming a trusted and valued partner in improving and maintaining the appearance of your facilities. Please call if you have any questions, or need additional information as you review our proposal.

Sincerely,

Chaney Russell
President

Regent Services
101 St. Louis Ave.
Fort Worth, Texas 76104
817-789-0425 – Cell
817-984-1761 – Office
817-984-1297 – Fax

crussell@regentsvc.com | www.regentsvc.com

EXHIBIT A

TOWN OF ADDISON

Professional Janitorial Service Proposal

Introduction

Regent Services agrees to provide all labor, supervision, material, and equipment necessary to assure performance of specified cleaning service for the customer. This shall include all services described in the Request for Proposal. Regent Services agrees to furnish such cleaning service for a period of one year, with the option to renew each year up to four (4) years. All information in the provided service proposal is accurate, truthful and factual. All personnel and resources proposed will be made available to fulfill duties and obligations of the contract.

Summary of Charges

Janitorial Summary of Charges are outlined in the Pricing Summary included in the bid presentation. Calculations are based on the Contractor providing all labor, supervision, management, equipment, small tools and insurance required to perform the services and schedules outlined herein. Town of Addison will supply all paper products and trash bags for all facilities.

Regent Services will provide all necessary latex gloves, cleaning supplies, cleaning cloths, chemicals, SDS Sheets to its employees.

SQUARE FOOTAGE ADJUSTMENT RATE:

Ten (10) days prior to contract start-up, TOWN OF ADDISON will furnish a complete breakdown of cleanable square footage including all common areas, rentable and occupied space. TOWN OF ADDISON will be responsible for notifying Regent Services of any changes in occupancy of premises and/or additions and deletions in cleanable square footage. Additions and/or deletions will be calculated from the actual effective date of the change and Regent Services will make corresponding billing adjustments on the next scheduled billing date. However, **no** billing adjustments will be made for deleted square footage for more than 60 days retroactively from the date of notifications.

Qualifications

In Business Since:	1980
Current Cleaning Contracts:	316 Contracts
Current Janitorial Revenue (Monthly):	$2,076,905.91
Special Services Revenue (Average):	$ 479,449.50
EVS Medical Cleaning Revenue (Monthly):	$ 51,662.43
Governmental Cleaning Revenue (Monthly):	$ 79,056.86
Average Employee Tenure:	11 mos 3 days
Regent Services Employee Turnover Rate:	19%
Quality Assurance & Performance Schedules:	CompuClean Systems Inc

EXHIBIT A

Special Qualifications & Certifications

ISSA – Worldwide Cleaning Industry Association

IICR – Institute of Inspection, Cleaning & Restorations

- License # 140403

IWCA – International Window Cleaning Association

NIDS – National Institute of Decontamination Specialists

- Crime & Trauma Scene Bio-Recovery Technician
- License # R-CTS-101

OSHA – Occupational Safety & Health Administration

- OSHA 1910 Standards Training for General Industry
- License # 13621518

References

Michael Cleveland XTO Energy, Inc Building Operations Manager 817-205-5120 Michael_Cleveland@xtoenergy.com 702,903 SF	Laura Hagan Verador Property Management Property Manager 817-877-3555 laura.hagan@veradorpm.com 275,760 SF	Carma Bohannon Holts Lunsford Property Manager 817-338-1200 cbohannon@hlfortworth.com 242,675 SF
Matt Hopwood TCRG Properties Leasing Director 817-626-9898 matt@tcrg.com 421,952 SF	Donna Pope Jones Lang LaSalle Senior Facilities Manager 682-605-5025 donna.pope.ctr@sabre.com 320,000 SF	Pattie McClean Hillwood Properties Senior Property Manager 817-224-6091 pattie.mcclean@hillwood.com 405,192 SF

EXHIBIT A

Service Schedule

Cleaning service operations described in this comprehensive program will be performed 7 days per week at the Police Building, 6 days per week at the Conference Centre, Theater Centre, Park Pavilion, and Stone Cottage, and 2 days per week at Circle Park and Vitruvian Substations.

The cleaning crew will observe holidays observed by the customer. Regent Services is prepared to adapt this work schedule to coincide with the needs and requests of the customer provided that such requests do not alter the cost of operations.

Invoicing

All invoicing will be itemized according to monthly work or for special tasks. Invoicing will be on the 1st of each month. Payment policy is net 15 days.

Supervision

Adequate personnel and supervision will be furnished to ensure quality service. A start-up team will work with TOWN OF ADDISON's designated Property Manager to implement the transition plan. The team will remain dedicated until your planned level of service is achieved and your objectives are being met.

Supplies

If desired, Regent Services will furnish and bill back at cost all consumable products inclusive of but not limited to: toilet tissue, hand towels, trash liners, hand soap and feminine products.

Regent Services will furnish all cleaning supplies inclusive of but not limited to: cleaning agents, disinfectants, etc.

Equipment

Regent Services will furnish and maintain all necessary cleaning equipment inclusive of but not limited to: floor machines, buffers, carpet extractor, vacuums, maid carts, mop buckets, wringers, mops and brooms. The customer agrees to provide a secure space for storage of this equipment, as may be necessary.

Regent Services will comply with current OSHA regulations and proven procedures pertaining to all work performed at the customer's location.

Insurance

Regent Services will furnish all forms of insurance required by law and shall maintain the same in force.

- Comprehensive General Liability
- Property Damage
- Workers' Compensation

EXHIBIT A

Employee Status

Personnel supplied by Regent Services are deemed employees of Regent Services and will not for any purpose be considered employees or agents of the customer.
Applicants can be screened based on TOWN OF ADDISON Job Description:

- Standard background checks (nationwide)
- Criminal/sex offender background checks
- Drug screening
- Certification checks
- Additional reference checks

Equal Opportunity Employer

Regent Services is an equal opportunity employer. All necessary employment forms will be maintained by our office as required by law.

Term

The term of this agreement shall be for a period of one (1) year with options to renew each year for up to four (4) years, thereafter.

Cancellation

This agreement may be terminated or canceled at any time with a minimum of sixty (60) days written notice from either party.

EXHIBIT A

Agreement

This Agreement ("this Agreement") is made and entered into as of_____, 20___, by and between Regent Services, with its principal place of business located at 101 St Louis Ave, Fort Worth, Texas 76126 and TOWN OF ADDISON.

NOW, THEREFORE, in consideration of the mutual promises and benefits to be derived by the parties they mutually agree to the terms and conditions as outlined above in this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date and year first written above.

Regent Services	TOWN OF ADDISON
By:_____	By:_____
Name:_____	Name:_____
Date:_____	Date:_____
Title: _____	Title: _____

EXHIBIT A

Regent Services Medical & Municipality
References Page

Cook Children's
Mark Duncan
Director of Facility Management
682-885-1891
mark.duncan@cookchildrens.org
222,500 SF
Customer since January 2013

Lone Star Medical Group
Candice Martinez
Area Practice Manager
682-582-1700
Candace.Martinez2@hcahealthcare.com
112,000 SF
Customer since September 2012

McKesson/US Oncology
Sam Reta
Property Manager
sam.reta@mckesson.com
72,659 SF
Customer since January 2010

City of Grapevine
Chad Hester
Facilities Manager
chester@grapevinetexas.gov
310,349 SF
Customer since September 2010

HCA Medical Center Arlington
Linda Williams
Facilities Manager
linda.williams@hcahealthcare.com
Hospital Staffing
Customer since May 2014

THR Dallas Presbyterian
Ron Tuner
Facilities Manager
ronturner@texashealth.org
Hospital Staffing
Customer since July 2016

Crothall Health Care
Alan Williams
Facilities Manager
alan.williams@crothall.com
Customer since December 2013

Medical Center of Lewisville
Chris Johnson
Facilities Manager
christopher.johnson3@hcahealthcare.com
Customer since January 2016

Methodist Dallas Medical Center
Tremonisha Rodas
Facilities Manager
tremonisharodas@mhd.com
Customer since October 2016

EXHIBIT A

Town of Addison - Regent Services: Janitorial Pricing Summary

Building:	Sq Ft:	Days per week:	HRS/Day:	HRS/Month:	Labor:	PTI & Labor Related:	Profit & Overhead:	Monthly Sub-Total (Pre-tax):	Annual Total:	PPSF:
Conference Center	15,800	6	3.25	84.50	$1,098.50	$186.75	$219.70	$1,504.95	$18,059.34	$0.0952
Theatre Center	15,000	6	2.5	65.00	$812.50	$138.13	$162.50	$1,113.13	$13,357.50	$0.0742
Pavilion (Public RR's)	1,756	6	1	26.00	$327.60	$55.69	$58.97	$442.26	$5,307.12	$0.2519
Stone Cottage	900	6	0.5	13.00	$169.00	$28.73	$37.18	$234.91	$2,818.92	$0.2610
Police Station	19,270	7	4	104.00	$1,300.00	$221.00	$234.00	$1,755.00	$21,060.00	$0.0911
Circle Park Substation	250	2	0.25	6.50	$84.50	$14.37	$18.59	$117.46	$1,409.46	$0.4698
Vitruvian Substation	550	2	0.5	13.00	$169.00	$28.73	$37.18	$234.91	$2,818.92	$0.4271
Totals	**53,526**			**312.00**	**$3,961.10**	**$673.39**	**$768.12**	**$5,402.61**	**$64,831.26**	**$0.2386**

EXHIBIT A

Taylor Prescott
Cell: 936-366-5756
Email: tprescott@regentsvc.com

ADDITIONAL SERVICES

FLOOR MAINTENANCE

- Wood Floor Refinishing & Restoration
- Carpet Cleaning
  - Hot Water Extraction
  - Encapsulation Method (Whittaker)
- Strip & Wax (VCT Flooring)
- Stone Polishing/Restoration
  - Marble
  - Granite
  - Terrazzo
- Concrete Polishing & Staining

INTERIOR FACILITY MAINTENANCE

- Construction Cleaning/Final Cleans
- Disease Control & Prevention
- Computer Room/Data Center Cleaning
- Upholstery Cleaning
- Light Bulb Replacement
- Odor Control
- Restroom & Locker Room Sanitization
- Floor Mat Services

EXTERIOR FACILITY MAINTENANCE

- Parking Lot Striping and Resurfacing
  - Re-Stripe
  - New Striping
  - Stencils
  - Traffic Signs
  - Speed Bumps & Bollards
  - Barrier & Guardrail Delineators
- Asphalt (Top Coating)
- Window Cleaning (Interior & Exterior)
- Power Washing
- Sand Blasting
- Awning Cleaning
- Graffiti Removal
- Caulking & Waterproofing
  - Wet Glazing
  - Expansion Joints
- Deck Coating/Traffic Coating
- Concrete Polishing & Staining
- Snow/Ice Removal
- Landscaping & Lighting Services
- Tree Relocation & Tree Installation
- Pallet & Rubbish Removal
- Holiday Decorating
- Waste Removal

SPECIALTY & GENERAL TRADES

- Locksmith Services
- High Dusting & Warehouse Dusting
- Painting Services-General
- HVAC Services
- Emergency 24 Hour Flood/Water Clean Up
- Emergency Lighting Towers
- Audio/Visual
- Electrical Services
- Fences, Gates, & Overhead Doors
  - New Installation
  - Repairs
  - Gate Code Programming
  - Key Pad/Badge Access Installation
- Fire Alarm Monitoring
- Fire Protection Maintenance
  - Fire Detection Systems
  - Fire Extinguishers
  - Preventative Maintenance
- Glass/Window Installation & Repair
- General Construction
- Day Porter Services
- Kitchen Equipment Installation/Repairs
- Roofing Services & Skylights

EXHIBIT A

Regent Services

Personnel & History

Our Philosophy

Regent Services began operations 38 years ago as Your Final Janitorial, in September of 1980, then incorporated in November 2009 as Southlake Leasing & Mgmt., Inc. dba/Regent Services and has provided the highest quality of services available throughout the Dallas/Fort Worth area.

We deliver the highest standard in janitorial and building maintenance services to our customers throughout the DFW metroplex each and every day. We offer our customers immediate and direct access to decision makers in order to rapidly address issues and concerns, while supporting our customers and meeting their expectations with weekly quality control inspections and 24/7 account management response. Our responsiveness and dedication to resolving problems are just a few of the many reasons why Regent Services enjoys an exceptional renewal rate and an average customer life that significantly exceeds the industry average.

Today, Regent Services is a major competitor in the janitorial services industry and employs a staff of trained, responsible professionals. Regent Services currently provides services to a broad spectrum of commercial, industrial, aviation, single-tenant, multi-tenant and medical facilities and has experience in both commercial and industrial applications.

Our Team

We deliver the highest standard in janitorial and building maintenance services to our customers throughout the DFW metroplex each and every day. We offer our customers immediate and direct access to decision makers in order to rapidly address issues and concerns, while supporting our customers and meeting their expectations with weekly quality control inspections and 24/7 account management response. Our responsiveness and dedication to resolving problems are just a few of the many reasons why Regent Services enjoys an exceptional renewal rate and an average customer life that significantly exceeds the industry average.

Bryan D. Walsh - CEO, has over 37 years of experience in the commercial janitorial industry. Bryan's personal commitment to excellence is evidenced by his strong long-term business relationships and high customer retention. He has extensive experience in all aspects of commercial janitorial operations as well as business management.

Chaney Russell - President, has 22 years of experience in commercial janitorial operations. Chaney is dedicated to providing quality cleaning, responsiveness to customer requests, and achieving customer satisfaction. Chaney holds several certifications including but not limited to IICRC Carpet Cleaning, IICRC Carpet Cleaning Water Damage Restoration,

References *Chad Hester. City of Grapevine - 817-925-2875*
Kurt Ackermann. City of Southlake - 817-657-8062

Joshua Prescott - Senior Director, has over 7 years of experience in commercial janitorial operations. Josh is a strong leader and has proven that with years of experience in a managerial role. He currently oversees operations of over 5 million square feet all while leading the charge of our Business Development team. His personality and attention to customers' needs helps build long term business relationships.

References *Lee Wilson. XTO Energy/Exxon Mobil – 817-205-5120*
Deanna Turner. Schlumberger – 940-783-4605

EXHIBIT A

Thomas McDaniel - Senior Director, has over 8 years of experience in commercial janitorial & general trade services. Thomas is an innovator to special services and the go to person for his customer when they need services outside of janitorial operations. Thomas is OSHA Certified and has created safety programs for window washing safety for customers such as Jones Lang LaSalle. Current projects include but not limited to: Exterior Building Painting, Window Washing, Window Restoration, Roof Davit/Tie Back Installations, Façade Surveys & Caulking and Water Proofing.

References: Jim Kelley. Jones Lang LaSalle – 214-886-0257
Steve Griggs. Jones Lang LaSalle – 214-663-7037

Tina Garcia - Bilingual Senior Account Manager, has 18 years of experience in commercial/ medical facility janitorial building management. Tina is dedicated to providing high quality attention to every building resulting in complete customer satisfaction. She has had extensive training for both commercial and medical facility management. Tina has an IICRC certification for carpet cleaning.

References: Bruce Jernigan. Jones Lang LaSalle - 972-506-3676

Lori Herbert - Sales/Account Manager, has 5 years of experience in sales and commercial/ medical facility janitorial building management. Lori is a loyal manager who focuses on detail and customer service making sure all expectations are met. She too is certified in carpet cleaning by IICRC.

References: Prelium Management. John Comerford - 817-870-1316
Vestar Management. Stacy Hollingsworth - 817-810-9078

Cynthia Mendoza - Sales/Account Manager, has 8 years of experience predominately medical facility janitorial building management. Cynthia is dedicated to providing extensive customer service to her buildings which is evidenced by the retention of her accounts and glowing comments from her building managers. She has had extensive training including but not limited to carpet cleaning.

References: William C Jennings Management Co. David Aldrich - 817-308-9333
Lincoln Harris Management. Susan Heath - 817-313-7817

Yazmin Correa - Account Manager, has 3 years of experience in sales and commercial/medical facility janitorial building management. Yazmin is a loyal manager who focuses on detail and customer service making sure all expectations are met. She too is certified in carpet cleaning by IICRC.

References: First Command Financial Services. Deb Williams – 817-569-2324

Taylor Prescott - Sales Manager, has 5 years of experience in sales management and a new face in the DFW Janitorial & Facility Maintenance Industry. Taylor is dedicated to serving her customers and providing the best overall cost, services, and customer experience.

References: Dr. Jaime Libreros – 936-327-7799

Terrie Mark - Sales Manager, has 8 years of experience in sales and commercial janitorial building management. Terrie is a loyal manager who focuses on detail and customer service making sure all expectations are met, while building long lasting relationships.

References: MBRE Healthcare. Leslie Coke – 972-340-3994

EXHIBIT A

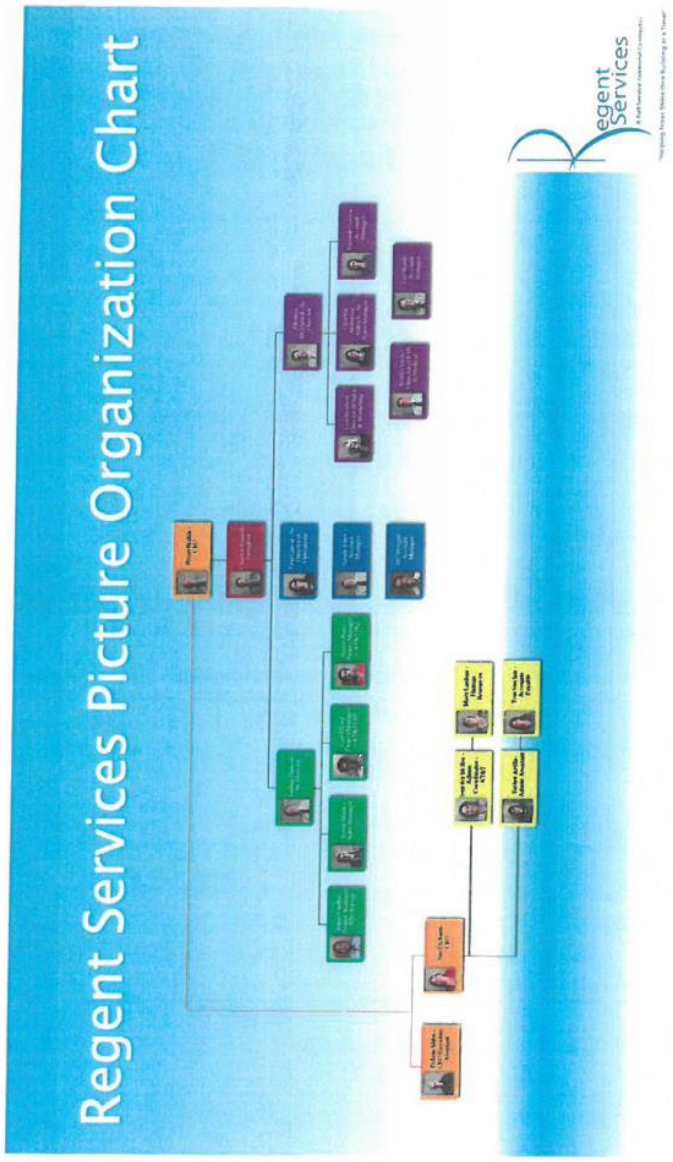

Regent Services Picture Organization Chart
Regent Services

EXHIBIT A

Organized to Respond to Your Needs

TOWN OF ADDISON will receive personalized service that emphasizes client satisfaction. Through our organizational structure, leaders, and consistent management, we've developed an approach that allows us to manage your building's service needs and exceed your expectations.

TOWN OF ADDISON & the employees and tenants of TOWN OF ADDISON will benefit from our ***industry related knowledge and expertise, local specialists in recruitment, operations, account management, quality assurance, safety, risk management, training and technical support.*** All are focused on delivering quality, reliable service with the latest technology to continually meet your unique needs.

Descriptions of service personnel's roles and responsibilities that will directly support your account are listed here to provide you clarification of what should be expected from each.

A Project Manager Who Fits Your Needs

We recommend a Project Manager for your account. Additional support will be available from Account Managers, Senior Management, President & CEO.

The Project Manager serves as the primary contact between TOWN OF ADDISON Property Management service workers and management. On a daily basis, your Project Manager is supported by the entire Regent Services upper management team.

The Project Manager will be responsible for overseeing the cleaning of several sites in your area as well as operational schedules, periodical work, work order, payroll, supply quantity and equipment upkeep. Periodical walks and reports may be scheduled between the Regent Services Project Manager and the specified point of contact for the Town of Addison.



EXHIBIT A

Regent Services Management & Training

Our promise to you is fulfilled by our employees. Your expectations need to be met by employees who are willing and able to give their best, every day—which Regent Services management team have demonstrated consistently.

We hire superior employees from diverse backgrounds, give them thorough training, encourage them to be accountable for their work and reward them for exceptional performance.

With well-managed people in the right jobs, TOWN OF ADDISON benefits in many ways:

- Higher quality service
- Increased productivity and reliability
- Professional interaction with associates
- Reduced turnover, resulting in more familiar faces and more consistent service
- Lower costs because of a safer workplace

Recruiting Practices

Recruiting the best
Your facilities will be staffed by highly qualified professionals who were attracted to Regent Services because of our strong local presence and reputation for employee development and retention.

Your facilities require personnel who are able to adapt to your culture and present themselves in a friendly, professional manner. That is why we make great efforts to recruit employees who don't just match the job profile, but also will adapt to meet your building's needs and Regent Services culture of learning, teamwork and providing high-quality service.

Screening and Selecting

Careful selection to ensure safety and quality
Through professional interviewing and selection processes, we select quality candidates who meet your needs. To ensure the safety of your customers, employees and business assets, we provide a range of employee screening packages. We will conduct tiered screening based on your industry's best practices and your business' requirements.

Our screening packages can include any of the following:

- Standard background checks
- Criminal/sex offender background checks (CORI/SORI)
- Credit checks (if applicable)
- Drug screening (upon contract requirement)
- Professional certification checks
- Additional reference check

EXHIBIT A

Training and Developing

An emphasis on safety and training

To deliver you the reliable, high-quality service that you expect, we develop training programs and work with customers on specific training topics and emphasize best practices and safety. For more detailed information, see the section titled "Training Program" in this proposal.

Retaining Employees

Employee benefits and incentives attract and keep good people

Maintaining a broad, competitive benefits program enables us to keep well-trained, experienced employees who are committed to your building and Regent Services. We provide you with the flexibility to personalize a benefit package that meets your cost objectives while still achieving a work/life balance for the employees.

Based on the terms of your contract or collective bargaining agreement requirements, the service workers staffing your facilities will be offered a selection of benefits that can include the following:

Salaried Personnel (Full-time)

- Health and Dental Life Insurance
- Accidental Death and Dismemberment
- Paid Vacation
- Paid Holidays
- 401 (k)
- Anniversary Awards
- Workers' Compensation

Hourly Personnel (Full-time)

- Employee Participated Insurance
- Anniversary Awards
- Worker's Compensation
- Paid Vacation
- Paid Holidays

Encouraging Growth

Encouraging professional growth

Another component of our retention program is the support we provide to employees as they grow in their careers. Your building will be serviced by employees who are allowed to grow, which typically results in higher productivity and better service quality. Our culture encourages each employee to openly communicate with his or her manager to develop a career path that builds on individual strengths. The quality of each individual employee's service continually improves because of the ongoing coaching facilitated by regular performance reviews.

EXHIBIT A

Training Program

We provide you with employees that have the training they need to successfully perform janitorial and engineering services in your building, improve efficiency, and develop new skills. Every Regent Services employee meets the following criteria:

- Technically proficient with chemicals, equipment and methods
- Familiar with the rules and regulations of your site(s)
- Thoroughly trained in job safety
- Committed to providing outstanding client service

Regent Services "Green Cleaning" Training

The Regent Services Green Cleaning Procedures Manual outlines proper cleaning processes to ensure our employees' effective use of the chemicals, equipment and tools provided. Regent Services will work with your established proper cleaning intervals throughout the day to ensure our staff is following the proper cleaning procedures.

New Hire Orientation and Training

During the start-up phase, Regent Services Project Managers and Supervisors conduct employee training sessions at one of your locations in a classroom setting. These sessions include site-specific rules and regulations, Regent Services policies and procedures and basic job training.

Training for service workers concentrates on specific work tasks. Our Supervisors demonstrate each task step-by-step, detailing the importance of each step along the way, and train them to perform visual inspections before completing work. The Supervisors also provide guidance to the service workers as they work.

Once initial training is complete, Supervisors perform recurring reviews to make sure that they are maintaining TOWN OF ADDISON and Regent Services standards. By empowering our employees with comprehensive training, we are able to minimize deficiencies and quickly identify opportunities for improvement.

Reoccurring Training Sessions

Our managers conduct recurrent training sessions for current and replacement employees at your site(s). These sessions are more technical in nature and concentrate on specific job tasks and duties, such as specialized certifications and interdisciplinary training. Employees are trained in groups specific to their function. Compliance is measured and tracked by attendance, job performance, tests, etc. to ensure all employees are receiving the proper level of training.

Monthly Safety Training Topics

All Regent Services employees receive safety orientation upon hire and monthly thereafter. A schedule will be sent out quarterly along with the training material. The material is available in video, on-line and hard copy formats.

EXHIBIT A

The attendance roster must be available for inspection at the Regent Services office. A copy of each month's attendance rosters is submitted to the Safety Director by the middle of the following month. Copies must be kept on location as well for the duration of the contract.

Regent Services Monthly Training Topics

January
Safe Lifting
Handling of Hazardous Materials
February
Fire Safety
Electrical Safety
March
SDS Sheet & Personal Protective Equipment
April
Slips, Trips and Falls
OSHA/Hazard Communication
June
First Aid
Safe Driving
July
Ergonomics Awareness
Natural Disaster Safety
August
Blood borne Pathogens
Emergency Evacuation
September
Barricade Training
Forklift Training
October
Cleaning for Safety
Pandemic Prevention
November
Site Specific Certification – Lock Out / Tag Out, etc.
Right To Know - Chemical Handling & Storage
December
Time Management - Clocking In/Out
Annual Refresher Training

EXHIBIT A

Uniforms — Yours or Ours

People in your building will always be able to recognize the janitorial staff because they'll proudly be wearing either the Regent Services uniform or a special uniform chosen to reflect the character of your building. The professional image of our service employees is just one more way Regent Services works to enhance the overall image of your building. We understand that establishing an identity and presence at your sites is imperative as security has become heightened in recent years.

The power of a uniform doesn't stop there. It also gives our service employees a greater sense of responsibility and accountability. They are required to keep their uniforms looking clean and presentable.

Our agreement with vendors enables us to provide you with an array of well-made, high-quality apparel to choose from.

For this proposal, the uniforms will be as follows:



EXHIBIT A

CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF REQUEST FOR PROPOSAL / EXCEPTIONS

I have read, understand, and agree to comply with the terms and conditions specified in this Request for Proposal.

Checking "YES" indicates acceptance of all terms and conditions, while checking "NO" denotes non-acceptance and vendor's exceptions should be detailed below. In order for any exceptions to be considered they MUST be documented.

YES__X__ I agree.

NO_____ Exceptions noted below:

Signature _____ Date 10/31/18
Contractor/Proposer

Print Name Joshua Prescott
Contractor/Proposer

Title Senior Director

EXCEPTION SUMMARY FORM

RFP SECTION #	RFP PAGE #	EXCEPTION (Provide a Detailed Explanation)

EXHIBIT A

Fee Structure

Please indicate the monthly and annual fee for each facility.

Location	Monthly Fee	Annual Fee
Conference Centre	$1,504.95	$18,059.34
Theatre Centre	$1,113.13	$13,357.50
Stone Cottage	$234.91	$2,818.92
Pavilion	$442.26	$5,307.12
Police Building	$1,755.00	$21,060.00
Police Substation (Addison Circle)	$117.46	$1,409.46
Police Substation (Vitruvian)	$234.91	$2,818.92

Additional Cleanings and Services on an As Needed Basis

Location	As Needed Fee
Conference Centre	
Sunday Additional Clean	$150
Carpet Cleaning	$975
Floor Strip and Wax	$250
Window Cleaning	$150
Theatre Centre	
Sunday Additional Clean	$125
Carpet Cleaning	$504
Floor Strip and Wax	$.25/sf
Window Cleaning	$150
Stone Cottage	
Sunday Additional Clean	$100
Pavilion	
As Needed Cleaning of Kitchen	$150
As Needed Cleaning of Special Events Restroom	$150
Police Building	
Carpet Cleaning	$1,500
Floor Strip and Wax	$.25/sf

EXHIBIT A

COMPANY BACKGROUND AND REFERENCES

1. Number of years in business as a Custodial Contractor.

   38 Years

2. Please provide information pertaining to staffing levels indicating the breakdown of supervisory versus service personnel. Also, indicate the anticipated number of hours for cleaning for each location, each time.

Location	Number of Supervisors	Number of Service Personnel	Number of Man Hours Per Night
Conference Centre	1	2	3.25
Theatre Centre	1	2	2.5
Stone Cottage	1	1	.5
Pavilion	1	1	1
Police Building	1	3	4
Police Substation (Addison Circle)	1	1	.25
Police Substation (Vitruvian)	1	1	.5

3. Number of full time employees in company:

   Administrative 9

   Supervisory 10

   Crew Leaders ____

   Service Employees 60

4. Number of part time employees in company.

   Administrative ____

   Supervisory ____

   Crew Leaders ____

   Service Employees 24

5. How do you handle emergency requests for service? What is your normal response time and fee charged for such service?
   a. Typically we receive emergency requests via phone call, e-mail, or text messages. Depending on the details pertaining to the emergency, number of personnel and equipment needed, we can respond as quickly as half an hour up to several hours. Fee charged depends on the details pertaining to the emergency, number of personnel and equipment needed, along with duration of time to resolve.

EXHIBIT A

6. List of current customers, on form provided. At least five (5) customers with contracts of comparable type and magnitude will be contacted as references, a determining factor in the award of the contract. A Town representative may inspect the buildings of customers used as references, with the customer's approval. Are any of the references give, relative by blood or marriage? Yes_____ No X If so, please list them below:

Company	Contact	Phone	Sq. Ft.	Years

7. List any government contracts you have or have had:

Organization	Contact	Phone	Sq. Ft.	Dates
City of Grapevine	Chad Hester	817-925-2875	310,349	Sept. 2010-Present
City of Southlake	Kurt Ackerman	817-748-8102	118,043	Mar. 2011-Present
City of Allen	Bobby Trevino	214-509-4631	648,613	Oct. 2010-Present
City of Richland Hills	Jason Moore	817-616-3745	56,000	July 2015-Nov. 2017
City of North Richland Hills	Rick Hulme	817-427-6352	65,248	Aug. 2016-Oct. 2017

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

9. List of equipment owned by Contractor that is in serviceable condition and available for use. The Contractor is responsible for keeping the equipment in safe and operable repair at all times.

   List of equipment is attached.

10. The owner, manager, or supervisor must be reachable 24 hours a day, seven days a week, 365 days a year. Does this present a problem?

    Yes_____ No _X__

    If this is not a problem, how will we reach one of the above people?

    Cell phone__X__ Answering service_____ Home phone_____ Other_____

11. Is your office located in a building zoned for a business (as opposed to residential) and is there someone there during business hours to take phone calls, answer questions, and locate a manager or supervisory person?

    Yes__X__ No_____

EXHIBIT A

12. How long have you been at your present address?

Years 2 Months 10

Previous address: 1307 8th Ave. Suite B2 Fort Worth, TX 76104

Years 5 Months 10

EXHIBIT A

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 *WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION 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	***TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION*** 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	***TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION*** **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.

EXHIBIT A

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#: RFP 18-205

Company: Southlake Leasing and Management dba Regent Services

Printed Name: Joshua Prescott

Signature: _____ **Date:** 10/31/18

EXHIBIT A

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:**

EXHIBIT A

(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 ALLLEGED 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#: RFP-18-205

Company Name: Southlake Leasing & Management dba Regent Services

Signature:

Date: 10/31/18

EXHIBIT A

Equipment List		
Name	Serial #	Model #
Whitiker	10066400003614	
Whitiker	10066360001344	
Powerflite	14July06D5	
Floor Grinder	Ser #8-7967	CP400
Wet Vac	SN18WD	SN18WD
Wet Vac	04022C0161	WD17351
Powerflite	22MAR07AK	AD15036
Dehumidifier	33272	F292
Carpet Fan	EX070810088	
Carpet Fan	EX070810715	
Carpet Fan	EX070810697	
Carpet Fan	missing tag	
Steamer	09-17444	
Wet Vac	10A3237	PF53
Wet Vac	8D3067	PF55
Powerflite	33079	
Spray Machine	10110582	
Kyvac	DTRS141150866	
Kyvac	CTRS141150816	
Powerflite vac	P08J27080	PF2008
Powerflite vac	P08J27086	PF2008
Echo vac	P11012117828	ES-210
Echo vac Toro	310137192	51599
Sand blaster	24L3876	6.5 C.E
Power Wash Trailer		
Trash Trailer		
Max Air Fan	BF42BD	
Kobota	78598	RTV 900 W6-H
Rigid Power washer	AM045196	RD80701
Lawn Mower Weedeater	033107M057569	96114000310
Echo weedeater	572812083847	SMR-210
Vacuum	100653	101336
Chop Saw	168513	D28715
Power Washer	GBCT-1152492	390
Power Washer	AM2315322	
Hydro Scrubber	201100419	ANT3C
Extractor		
Power- Flite high speed		
Power-Flite high speed		
Power-Flite vac		
Breeze - CN2152	#01130590	
Diversey Pad Driver	4972114	8504-710
Diversey Buffer	376154000004696000	8003-790
Dri- Pod drying Fan	#08940	DRD451
Dri- Pod drying Fan	#08931	DRD451
Dri- Pod drying Fan	#08969	DRD451
Dri- Pod drying Fan	#08962	DRD451

EXHIBIT A



Form **W-9** (Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Southlake Leasing and Management

2 Business name/disregarded entity name, if different from above

Regent Services

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

Print or type. See Specific Instructions on page 3.

5 Address (number, street, and apt. or suite no.) See instructions.

101 Saint Louis Avenue

Requester's name and address (optional)

6 City, state, and ZIP code

Fort Worth, TX 76104

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number: ☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number: 20 - 5975326

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Sue Dickson Date ▶ 1-1-2018

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X Form **W-9** (Rev. 11-2017)

EXHIBIT A

Regent Services - Generic Janitorial Specifications

Proposal based off of specs in Town of Addison RFP.

A. **General Cleaning**

1. Hard Surface Floors - swept/dust mopped and wet mopped nightly.
2. Carpeted Floors - vacuumed nightly.
3. Trash Receptacles:
   a. Receptacles emptied, liners replaced as needed; trash removed to collection point.
   b. Empty boxes and other articles of trash not in a designated trash container will be removed *only* if such items are marked **TRASH.**
   C. Items sitting on top or inside of a trash container will be discarded as trash.
4. Exterior Ash Trays - emptied and wiped clean nightly.
5. Desks, Workstations and Furniture Tops - dusted weekly without moving paper or files.
6. Interior Glass Doors and Panels - spot cleaned nightly.
7. Drinking Fountains - cleaned and disinfected nightly.
8. Spilled Liquids - wiped up or spot mopped nightly.
9. Entrance Doors, Glass and Mats - glass spot cleaned nightly. Mats vacuumed nightly.
10. Planters - policed to remove trash and debris as needed.
11. Break Areas - clean table tops, chair seats, counter tops, sinks and microwaves nightly. Cabinet fronts cleaned as needed for spills. Appliance tops are to be kept free of dust. Dish washing is not included but can be added for an additional charge.
12. Janitorial Closets and Storage Areas -
    a. Storage shelves cleaned and products stored in a neat and orderly fashion.
    b. Mops cleaned and stored.
    c. Sinks cleaned and drains free of mop strings and other debris.
    d. Floors swept and mopped.
    e. Equipment and tools clean and stored in a neat and orderly manner.
    f. Lights turned off and doors closed and locked.

EXHIBIT A

JANITORIAL SPECIFICATIONS
PAGE 2

B. **REST ROOM SANITATION:**

1. Floors - dust mopped then mopped with disinfectant.
2. Toilets, Urinals and wash Basins - cleaned and disinfected.
3. Walls and Partitions - spot cleaned.
4. Mirrors and Bright Metal - cleaned and polished.
5. Sanitary Napkin Receptacles - emptied, cleaned and disinfected.
6. Rest Room Supplies (towels, tissues, hand soap, etc.) - replenished in dispenser.

C. **CARPET CLEANING:**

1. Carpet cleaning using a variety of methods can be done for an additional cost, outlined in the summary of charges.

D. **SPECIAL CLEANING:**

1. Low Ledges, Window Sills, Book Cases, File Cabinets, Pictures and Partition Tops - dusted weekly.

E. **SPECIAL CLEANING:** (Cont.)

2. Doors, Woodwork, and Wall Areas around Switch Plates - spot washed for hand prints weekly.
3. Door Handles, Push Bars, Push Plates and Kick Plates - cleaned weekly.
4. Desk, Work Station and Furniture Tops - cleaned weekly when clear of papers and files.
5. Fire Stairs - handrails dusted; landings and stairs swept; exposed pipes and valves dusted weekly.
6. Rest Room Partitions and Stall Doors - dusted weekly.
7. Tenant Suite Signs - dusted and spot cleaned to remove smudges and hand prints weekly.
8. Lobby Glass Doors - washed inside/out weekly.
9. Carpet Under Desks, Edges, Corners, Etc. - detail vacuumed twice monthly.
10. Coffee Bars and Break Room Tables and Chairs - legs and bases cleaned monthly.

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EXHIBIT A

JANITORIAL SPECIFICATIONS
PAGE 3

11. Ceiling Corners - cleaned to remove cobwebs monthly.

13. Fire Extinguisher Cabinets - dusted inside and out; glass cleaned monthly, if unlocked.

14. Baseboards - dusted monthly.

15. Ceiling Vents and Grills - dusted or vacuumed quarterly.

16. Window Blinds - dusted quarterly.

17. Exit Signs - dusted or damp wiped quarterly.

F. **WINDOW WASHING AND GLASS CLEANING:**

1. Entrance Doors - washed inside and out weekly.

2. Interior Glass Doors and Side Panels - washed quarterly.

3. All Other Glass/Window Cleaning - to be negotiated separately.

NOTE: The above is intended as a basic guideline for cleaning. Within this schedule, we provide enough flexibility to handle a reasonable amount of unforeseen work.

- 3 -

EXHIBIT A

EXHIBIT "C"
Town of Addison Standard Terms and Conditions

Town of Addison

TERMS AND CONDITIONS

1. APPLICABILITY: These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the Town of Addison's Request for Proposal (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," "Proposer," "Contractor," or "Supplier"). Any deviations must be in writing and signed by a representative of the Town's Purchasing Department and the Supplier. No Terms and Conditions contained in the Seller's Proposal, Invoice or Statement shall serve to modify the terms set forth herein. If there is a conflict between the Terms and Conditions and the provisions on the face of the Contract/Purchase Order, the Terms and Conditions will take precedence and control.

2. OFFICIAL PROPOSAL NOTIFICATION: The Town utilizes the following for official notifications of proposal opportunities: www.bidsync.com and the Dallas Morning News of Dallas County. These are the only forms of notification authorized by the Town. The Town is not responsible for receipt of notifications or information from any source other than those listed. It shall be the Supplier's responsibility to verify the validity of all Request for Proposal information received from any source other than the Town. There will be NO COST to the Seller for using BidSync for its Bids/Proposals.

3. PRIOR OR PENDING LITIGATION OR LAW SUITS: Each Proposer 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 Proposer or in which the Proposer has been judged guilty or liable.

4. COST OF RESPONSE: Any cost incurred by the Supplier in responding to the Request for Proposal is the responsibility of the supplier and cannot be charged to the Town.

5. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS: No Town of Addison 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.

6. 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.

7. INTERLOCAL AGREEMENT: The successful Proposer agrees to extend prices 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 under Chapter 791 of the Texas Government Code, with certain other political subdivisions, authorizing participation in a cooperative purchasing program. The successful Supplier may be asked to provide products/services based upon terms and conditions of award, to any other participant in a cooperative purchasing program.

8. CORRESPONDENCE: The proposal number must appear on all correspondence and inquiries pertaining to the Request for Proposal. The Purchase Order number must appear on all invoices or other correspondence relating to the contract.

9. INDEMNITY/INSURANCE: See attached Town of Addison minimum requirements.

10. ERROR-QUANTITY: Proposals must be submitted in units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.

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

12. PROPOSAL LIST REMOVAL: The Town reserves the right to remove a Supplier from any Proposal list for: (1) continued failure to be responsive to the Town, (2) failure to deliver merchandise within promised time, (3) delivery of substandard merchandise, or (4) failure to comply with the Contract/Purchase Order requirements.

13. CONTRACT RENEWAL OPTIONS: In the event a clause for option to renew for an additional period is included in the Request for Proposal, all renewals will be based solely upon the option and agreement between the Town and the Supplier. Either party dissenting will terminate the contract in accordance with its initial specified term.

14. TAXES-EXEMPTION: All quotations are required to be submitted LESS Federal Excise and State Sales Taxes. Tax Exemption Certificate will be executed for the successful Supplier.

15. ASSIGNMENT AND SUCCESSORS: The successful Supplier shall not assign, transfer, pledge, subcontract, or otherwise convey, in any manner whatsoever, any contract resulting from this proposal, in whole or in part, without the prior written consent of the Town of Addison.

EXHIBIT A

16. INVOICING: Send ORIGINAL INVOICE to address indicated on the contract/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.

17. ELECTRONIC SIGNATURE – UNIFORM ELECTRONIC TRANSACTION 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.

18. FUNDING OUT CLAUSE: This agreement or contract 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 agreement or contract; (2) funds for this agreement or contract are not appropriated by the Town Council of the Town; and (3) funds for this agreement or contract that are or were to be provided by grant or through an outside service are withheld, denied or are otherwise not available to the Town.

19. DISPUTE RESOLUTION: Pursuant to subchapter I, Chapter 271, TEXAS LOCAL GOVERNMENT CODE, Contractor agrees that, prior to instituting any lawsuit or other proceeding arising from any dispute or claim of breach under this Agreement (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 Contractor 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 Contractor 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 Contractor, the Contractor 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 a 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.

20. 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 supplier or 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 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, Supplier represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

21. PATENTS: Seller agrees to **indemnify and hold harmless** the Buyer against all costs and expenses, including but not limited to attorneys fees, and undertakes and **agrees to defend** at seller's own expense, all suits, actions or proceedings in which Buyer or the users of Buyer's products are claimed to have conducted in, or are made defendants of, actual or alleged infringement of any U.S. or foreign patent or other intellectual property right resulting from the use or sale of the items purchased hereunder and further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding.

22. APPLICABLE LAW: This agreement shall be governed by the laws of the State of Texas, including but not limited to the Uniform Commercial Code as adopted by the State of Texas, as effective and in force on the date of this agreement, without regard to its conflict of laws rules or the conflict of law rules of any other jurisdiction.

23. VENUE: This agreement is performable in Dallas County, Texas, and venue for any suit, action, or legal proceeding under or in connection with this agreement shall lie exclusively in Dallas County, Texas. Proposer 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.

24. TERMINATION FOR CAUSE OR CONVENIENCE: The Town at any time after issuance of this agreement, by 30 days written notice to the Supplier, has the absolute write to terminate this agreement for cause or for convenience (that is, for any reason or no reason whatsoever). "Cause" shall be the 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.

25. FORCE MAJEURE: To the extent either the Town or Proposer shall be wholly or partially prevented from the performance of this agreement or of any obligation or duty under this agreement 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.

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

EXHIBIT A

27. PROTECTION OF TRADE SECRETS OR PROPRIETARY INFORMATION: Proposals will be received and publicly acknowledged at the location, date, and time stated. Sellers, their representatives and interested persons may be present. The proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing sellers and kept secret during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal and identified by Seller in writing as such will be treated as confidential by the Town the extent allowable in the Texas Public Information Act and other law.

28. 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.

29. PROPOSAL RESPONSE CONTRACTUAL OBLIGATION: This proposal, submitted documents, and any negotiations, when properly accepted by the Town, shall constitute a contract equally binding between the successful Proposer and the Town. No different or additional terms will become part of this contract except as properly executed in an addendum or change order.

30. No Boycotting Israel. The entity contract with the Town of Addison does not boycott Israel and will not boycott Israel during the term of the contract. Reference HB 89 as it relates to Chapter 2270 of the Texas Government Code. Boycott Israel means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

EXHIBIT A

Exhibit "D"
Town of Addison Insurance 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.		**AMOUNT OF INSURANCE**	**PROVISIONS**
TYPE OF INSURANCE			
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 *WAIVER OF SUBROGATION* 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	***TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION* 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	***TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION* or material change in coverage. Insurance company must be A:VII-rated or above.**

Town of Addison, Texas

Request for Proposal (RFP)

RFP 18-205
Janitorial Services for:
Conference Centre, Theatre Centre, Stone Cottage, Park Pavilion, Police Station, Circle Park Police Substation and Vitruvian Police Substation.

Proposals are due by November 1, 2018
2:00 P.M. local time

FINANCE DEPARTMENT / PURCHASING DIVISION
5350 Belt Line Road, Post Office Box 9010, Addison, Texas 75001
(972) 450-7091 – Fax (972) 450-7065

REQUEST FOR PROPOSALS

The Town of Addison is accepting proposals from all interested parties for janitorial services at the Addison Conference Centre, Theatre Centre, Stone Cottage, Pavilion, Police Station, and (2) Police Sub-stations.

Proposal Number: 18-205

Proposal Name: Janitorial Services for Conference and Theatre Centre Complex and Police Department

Pre Bid

Addison Conference Centre
Thursday, October 18, 2018 9:00 AM.
15650 Addison Road
Addison, Texas 75001
(Police station tour to follow Conference Centre Complex tour)

Addison Police Station
4799 Airport Parkway
Addison, TX 75001

Addison Police Sub (Vitruvian)
4015 Vitruvian Way
Addison, TX 75001

Tours will include Conference Centre, Theatre Centre, Stone Cottage, Pavilion, Police Sub Stations, and Police Station.

Note: Attendance at the pre-bid meeting is not required but strongly encourages as more detailed information will be provided. Please plan to arrive about fifteen minutes early.

Proposals Due: November 1, 2018, 2pm local time
Addison Finance Building
5350 Belt Line Road
Addison Texas 75254

Late proposals will be returned unopened, and unsigned proposals will be rejected as non-responsive.

Questions concerning the RFP are to be asked via www.Bidsync.com. This insures everyone sees the same questions and answers.

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TOWN OF ADDISON
REQUEST FOR PROPOSALS NO. 18-205
JANITORIAL SERVICES

INTENT

The Town of Addison General Services Department is soliciting sealed written proposals from qualified vendors for the cleaning of seven municipal buildings. This will be a yearlong contract to be paid in monthly increments, with options to renew each year for up to four (4) years, thereafter.

AWARD

Award shall be made to the responsible vendor whose proposal is determined to be the most advantageous to the Town. Once awarded by Council, the vendor will be notified to proceed with work.

REQUIREMENTS FOR RFP NO. 18-205 JANITORIAL SERVICES

All proposals shall be for the complete janitorial cleaning service of seven municipal buildings (see list and locations under Scope of Work, page 8). **Proposals shall be based off the spreadsheet detailing the nightly, weekly, quarterly and semi-annual cleaning procedures (Exhibit A). Please bid carpet cleaning, floor work and window cleaning (inside and outside)(aside from glass doors which need to be regularly) separately on an as needed basis.**

PROPOSAL EVALUATION PROCESS

Proposals will be consistently evaluated and scored using the following weighted criteria:

- Proposer's reputation based on reference checks and examination of reference properties
- Experience in performance of comparable engagements
- Conformance with the terms of this Request for Proposal
- Proposed cleaning procedures
- Reasonableness of costs

Proposals shall be kept confidential until a contract is awarded.

MAXIMUM PROPOSAL GRADE IS 100 POINTS (See attached Sample Score Sheet)

30 Points:
- Scope of Services (staffing and hours recommendation at each site, staff training, cleaning procedures, quality control)

30 Points:
- Cost

15 Points:
- Experience in performance in comparable engagements

15 Points:
- Proposer's reputation based on reference checks and examination of reference properties

10 Points:
- Conformance with the terms of this Request for Proposal

Evaluation Criteria

- The evaluation committee may also contact the references provided in response to the Section identified as Company Background and References; contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the Town of Addison.

- Each vendor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending with involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The Town of Addison reserves the right to reject any proposal based upon the vendor's prior history with the Town or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

- Clarification discussions may, at the Town's sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors.

INSTRUCTIONS TO PROPOSERS

1.0 RECEIPT AND PREPARATION OF THE PROPOSAL

1.1 **Proposers are required to submit three (3) paper versions of their proposal and one digital version on a USB memory stick.** Proposals should be delivered to the Purchasing Division in the Finance Building of the Town of Addison located at 5350 Belt Line Rd., Addison, TX 75254 to the attention of Wil Newcomer by November 1, 2018, 2pm local time. Proposals must be received by the specified time in order to be considered, and proposals submitted after this closing time will not be considered and will be returned unopened.

1.2 Each proposal shall be enclosed in a sealed envelope, addressed to the Purchasing Manager, Town of Addison, 5350 Belt Line Road, Dallas, Texas, 75254. Proposals must be labeled in the lower left-hand corner with the Proposal Number and Name (RFP 18-205 Janitorial Services). Proposers must also include their company name and address on the outside of the envelope.

1.3 Bidders are responsible for making certain bids are delivered to the purchasing division. Mailing of a bid does not insure that the bid will be delivered on time or delivered at all. If bidder does not hand deliver bid, it is suggested that he/she use some sort of delivery service that provides a receipt.

1.4 Bids may be withdrawn prior to the above scheduled time set for closing of the bids. Any bid received after the time and date specified will not be considered.

1.5 The Town of Addison reserves the right to postpone the date and time for opening bids through an addendum.

1.6 No changes to bid, including pricing structure, time to completion, and references may be made following submission of the bid packet.

2.0 ADDENDA AND EXPLANATIONS

2.1 Any addendums will be posted via www.Bidsync.com. It is the sole responsibility of the vendors to check for addendums.

3.0 TAXES

3.1 All proposals are required to be submitted **without** State Sales tax. The Town of Addison is exempt from payment of such taxes.

4.0 SCOPE OF WORK

4.1 The work under this contract shall consist of the services contained in the proposal, including all materials including all chemicals, solvents, polishes etc., equipment, labor and all other items necessary to complete said work in accordance with the bid documents. **The Town will provide paper products and plastic trash bags.**

4.2 The proposer shall keep in mind that these buildings are highly visible and require a very high level of cleaning to meet expectations.

4.3 The contractor shall provide professional cleaning and other related services to the following Town of Addison locations:

Building	Address	Type	Square Footage
Police Building	4799 Airport Parkway	Police offices, lobby, kitchen, courtroom, restrooms, locker rooms	19,270
Police Substation (Circle Park)	4943 Addison Circle	Offices, lobby, restroom	250
Police Substation (Vitruvian)	4015 Vitruvian Way	Offices, lobby, restroom	550
Conference Centre	15650 Addison Road	Offices, Lobby, Kitchen, Meeting and service spaces, restrooms	15,800
Theatre Centre	15650 Addison Road	Offices, lobby, kitchen, dressing rooms, restrooms	15,000
Stone Cottage	4901 Addison Circle Drive	Meeting space, dressing room, restrooms	1,000
Park Pavilion	4950 Addison Circle Drive	Day restrooms, as needed Special Events Restrooms, kitchen	Public Restrooms 420 Special Events Restrooms 785 Kitchen 590

4.4 All cleaning shall be performed after the normal operating hours of these buildings. The Police Station is open 24 hours a day, 7 days a week and shall not be cleaned before 8:30 p.m. Monday through Friday. The police station may be cleaned earlier on Saturday and Sunday, but cleaning must be completed no later than 6:30 p.m. on those two days. Police buildings will require CJIS Certification for all staff working in these facilities.

The Police Substations - shall be cleaned on Sunday and Thursday.

The Conference Centre, Theatre Centre and Stone Cottage shall be cleaned after midnight and finish prior to 5:30 am. The Conference Centre, Theatre Centre and Stone Cottage shall be cleaned Monday-Saturday with the Pavilion cleaned 7 days a week. A separate quote shall be submitted for an as needed Sunday cleaning of the Conference Centre, Theatre Centre and Stone Cottage.

Services to be performed monthly, quarterly and semi-annually shall be performed during the first month of the contract and then at appropriate intervals after that.

4.5 The Contractor shall provide all equipment necessary to complete said work including all cleaning supplies, equipment and chemicals. The Town shall provide paper goods of toilet tissue, paper towels, toilet seat covers, facial tissue and plastic trash bags. Services cover all aspects of janitorial cleaning in the buildings from entrances to the exits and building core aside from the Theatre Centre which excludes the shop, costume shop, prop room, main performance space and studio theatre.

4.6 The Town reserves the right to delete square footage from the contract, without a penalty, decreasing the parts of, or the entire building(s) to be cleaned. Thirty days (30) notice will be given to the contractor before any deletions are made. In this case, the amount to be deducted from the contract shall be based on percentage of square feet deleted in comparison to total building area and a change order to the contract shall be issued.

4.7 The Town reserves the right to add square footage to the contract, without a penalty. In this case, the amount to be added to the contract shall be negotiated and agreed upon by the Town and the Contractor, and a change order to the contract shall be issued before the additional work begins.

5.0 PROPOSING

5.1 Proposers are instructed to consider the following factors in preparation of your proposal:

a. Proposals shall remain firm for a period of 60 calendar days after the scheduled bid opening.

b. Proposers are instructed to include all necessary charges, related to this proposal.

c. All costs incurred in responding to the RFP shall be the responsibility of the entity submitting the proposal.

d. The contract will be governed by the laws of the State of Texas. Venue shall be exclusively in Dallas County.

5.2 Proposers shall mark any information, which is a trade secret or confidential, as "CONFIDENTIAL" on each page. Pricing of goods and services is not considered as confidential information. Proposals shall be opened so as to avoid disclosure of contents to competing proposers. The contents will not be disclosed during the process of evaluation, revision, and negotiation. All proposals shall be open to the public after contract award, except for information marked "confidential."

6.0 AWARD OF CONTRACT

6.1 The Town of Addison reserves the right to reject any or all proposal, reject any particular item on a proposal and to waive immaterial formalities and/or award in the best interest of the Town.

6.2 The General Services Department will evaluate all qualifying proposals. All requirements in this RFP must be satisfied to ensure that the proposal will qualify for consideration.

6.3 The Town of Addison requests that only qualified firms submit proposals. Proposals from unqualified firms or proposals that fail to address all requirements listed in this RFP will be rejected.

7.0 PROPOSAL FORMAT

7.1 To assure consistency, proposals must conform to the following format:

Introduction

This section should contain your understanding of the Town's needs and objectives.

Descriptive Literature

Provide complete descriptive explanation of the following:

1. Standard cleaning procedures
2. Detailed outline of quality control methods-discuss how supervisors assure quality of work, how do they assess/evaluate performance and frequency of inspections
3. What type and frequency of reporting will the Town receive on quality assurance-if any
4. Method Town staff communicate cleaning problems with contractor and how does the contractor notify Town staff that the issue was resolved
5. Describe procedure to address emergency situations and response times
6. Explanation of employee training
7. Examples of equipment and products used in cleaning

References

This section shall contain names of at least five organizations, most preferable local governmental entities for which you have provided this service. Please include organization name, address, telephone number and contact person. (Form provided)

Current and previous clients of any firm that submits a proposal may be approached with specific questions regarding contractor performance and reliability. Responses to these questions will be considered in the evaluation process.

Fee Structure

Provide a fee schedule for your services (use form provided).

Contract

Enclose a copy of your standard contract. Indicate any clause(s) that are conditional or non-negotiable.

8.0 INSURANCE REQUIREMENTS

8.1 See attached.

8.2 Contractor shall provide the following endorsements:

a. The Town shall be named as an additional insured with respect to general liability, automobile liability and builders risk coverages. Named insured wording which includes the Contractor and the Town of Addison with respect to general liability, automobile liability.

b. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions and severability of interest clauses.

c. A waiver of subrogation in favor of the Town of Addison shall be contained in the workers compensation, builders risk, and all liability policies with respect to the worker's compensation insurance and all other insurance policies

d. The policy shall be endorsed to require the insured to immediately notify the Town of Addison of any material changes in the insurance coverage.

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

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

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

h. Contractor may maintain reasonable and customary deductibles, subject to approval by the Town.

i. Insurance must be purchased from insurers that are financially acceptable to the Town.

j. The Town shall be named as a joint loss payee in the builder's risk policy.

8.3 All insurance shall be purchased from an insurance company, which meets the following requirement:

a. Must be issued by a carrier, which is rated "A–" or better by A.M. Best's Key Rating Guide.

b. Licensed and admitted to do business in the State of Texas and is a subscriber to the Texas Guaranty Fund.

8.4 All insurance must be written on forms filed with and approved by the Texas State Board of Insurance. Certificates of insurance shall be prepared and executed by the insurance company or it's authorized agent and shall contain provisions representing and warranting the following:

a. The company is licensed and admitted to do business in the state of Texas.

b. The Texas State Board of Insurance has approved the company's forms.

c. Sets forth all endorsements as required above.

d. The Town of Addison will receive at least thirty (30) days notice prior to cancellation or termination of insurance.

9.0 NON-DISCRIMINATION POLICY

9.1 It is the policy of the Town of Addison to afford all people an equal opportunity to bid or propose on any contract being let by the Town.

9.2 The Town of Addison has a policy that prohibits discrimination against any person because of race, color, sex, or national origin, in the award or performance of any contract.

9.3 The Town of Addison will require its employees, agents, and contractors to adhere to this policy.

10.0 PAYMENT FOR SERVICES

10.1 The Town will be subject to the limits of the stated monthly contract price for the services proposed. The Town shall have no obligation to pay the Contractor a monthly amount which is in excess of the Contractor's proposed amount.

10.2 The Contractor shall submit one (1) monthly invoice for each building contract awarded, on or after the first day of the month for the prior month's cleaning services.

10.3 All invoices shall be address to:
Town of Addison, Accounts Payable
P.O. Box 9010
Addison, Texas 75001-9010
Attention: General Services-Janitorial Services.

10.4 Payment from the Town of Addison for work performed in accordance with the Agreement shall be due thirty (30) days from receipt of the monthly invoice, as provided for by State law.

10.5 Rights of Withholding: The Town reserves the right to withhold any payment or partial payment otherwise due the Contractor for any unsatisfactory performance or damage by the Contractor. This amount shall be withheld until such work is corrected.

10.6 Acceptance of Payment: The acceptance of each monthly payment by the Contractor shall constitute a waiver of all claims, of any nature, by the Contractor against the Town.

10.7 Upon termination of this Agreement, amounts due the Contractor from the Town under the terms of this Agreement, shall be prorated as of the date of termination.

11.0 TERMINATION OF AGREEMENT

11.1 **BY TOWN**: If the Town is dissatisfied with the quality of the Contractor's performance, or if the Contractor fails to comply with the terms of the proposal and subsequent Agreement, the Town shall so inform the Contractor by telephone or contractor's preferred notification method, noting all areas of dissatisfaction. The Contractor shall correct the deficiencies the evening of the day notified except in the case of fundamental deficiencies – see section 12.3 of Quality Control. If the Contractor fails to correct the deficiencies within the said period, the Town may elect to:

1.a. Perform the services itself, or obtain others to perform the services, in which case the Town shall recover those costs by deducting "out of pocket expenses" from the Contractor's monthly invoice; and/or,

1.b. Terminate the Agreement immediately by giving written notice to the Contractor. Termination by the Town under this section shall be in addition to all other remedies that the Town may have against the Contractor.

11.2 Upon termination of the contract, Contractor shall bring buildings up to the Town's required level of satisfaction.

11.3 The Town of Addison reserves the right to cancel this Agreement, without cause, with 60 days written notice.

11.4 The Town may be required to cancel the contract if the governing body does not provide funding for any fiscal year beginning October 1.

11.5 **BY THE CONTRACTOR**: Should the Contractor elect to cancel the contract prior to the original or extended termination date, at least sixty (60) days written notice shall be given to John Godley, Town of Addison Facilities Services Supervisor.

5.a. The Town shall deduct any out of pocket costs, associated with re-bidding the janitorial service, from money owed the Contractor. Also, any increase in the cost of janitorial services for the balance of the contract term shall be deducted by the Town from amounts owed to the Contractor.

5.b. Upon cancellation of a contract by Contractor, the Contractor shall bring buildings up to the Town's required level of satisfaction.

12.0 QUALITY CONTROL

12.1 The contractor shall maintain a quality control program which shall include regular inspections and tours with the Town representative of all buildings covered under this Request for Proposal. The proposal shall include how the inspections will be conducted, documented, and shall include a procedure to verify that identified deficiencies are noted and resolved to the satisfaction of the Town.

12.2 The contractor's quality control records shall be available on-site or electronically and open for the Town's review at all times. Copies of all quality control inspection reports completed by the contractor shall be provided to the Town as completed.

12.3 Proposal shall include how contractor will handle cleaning deficiencies or complaints noted by Town staff. Contractor will supply contact name, business phone number, email address and cell phone of superintendent or supervisor responsible for responding to the Town's representative in the event of cleaning deficiencies or complaints during normal business hours (8:00am – 5:00pm). Fundamental cleaning deficiencies (missed trash cans, empty product dispensers, etc…) reported

to the contractor by 10 am shall be corrected by 12 pm (noon) of the same day or result in a credit memo being issued to reflect a deduction in the fee for work not performed.

12.4 Access to Site: Access to the building shall be as directed by the Town. Contractor's employees are not to be accompanied in their work areas on the premises by any other person unless said person(s) are authorized contractor employees. The contractor shall be responsible for all persons admitted to the facility by the contractor, its officers, agents, or employees.

12.5 Materials: All equipment and other apparatus, i.e., buffers, buffer pads, vacuums, vacuum bags, etc, necessary to complete the work proposed by the contractor shall be furnished by the contractor. **The Town shall supply all paper goods and plastic trash bags.**

12.6 The Town/its representative desires to meet with the Contractor or Contractor's Supervisors on a weekly basis to discuss performance and any cleaning issues that may arise. This frequency may be adjusted at the Town's discretion.

13.0 PERSONNEL

13.1 Once awarded, all Contractor's employees who will work in the Town's buildings **must** submit to a background investigation by the Addison Police Department, and the Contractor **must** agree to replace any employee working in the Town's buildings at the request of the Town without the Town furnishing the Contractor with specifics for the request. Example of "Security Clearance Questionnaire" is attached.

13.2 **Employees working in the Police Department or sub-station must submit to a higher level security clearance and obtain CJIS Certification (Criminal Justice Informational Services).** Vendor shall prescreen employees to put forward to 3-5 viable employees that vendor believes is able to be certified. This is a rigorous and extensive check therefore the Contractor should only submit employees able to pass. Back up employees must be CJIS Certified so there are backup personnel to clean if needed.

Employees who have not yet submitted to a background check **shall never** be allowed in a building without a supervisor being present with that employee **at all times**.

13.3 The Contractor shall employ only such superintendents, supervisors, and workers who are qualified, trained, careful, competent, reliable, and informed to perform the duties or tasks assigned to them, and shall secure the summary dismissal of any person or persons employed by the Contractor in or about or on the work who shall misconduct him/herself or be otherwise objectionable or neglectful in the proper performance of his or her duties or whom neglects or refuses to comply with or carry out the directions of the Contractor. The Town shall have the right to request the immediate removal from its premises of any employee of the Contractor. At the request of the Town, the Contractor shall replace any incompetent, unfaithful, abusive, or disorderly person in its employ.

The Contractor must have extra workers trained to the Town's specifications, at all times, so that crews can be properly manned at all times in the event of a need to terminate individuals or entire crews. There shall be no gaps or delays in starting a new crew, if it becomes necessary.

The Contractor shall take all steps necessary to ensure that all of the Contractor's employees are authorized to work in the United States, as required by the Immigration Reform and Control Act of 1986.

All work is to be performed by employees of the Contractor. A subcontractor will only be allowed for unusual situations and only with the written approval from the Town's representative.

The Contractor or an authorized competent supervisor acceptable to the Town's representative shall be present on each work site at all times when the work of the contract is being performed. Supervisor shall have the authority to act for the Contractor and to receive and execute orders as assigned by the Town representative. The supervisors shall be available at all times during the designated working hours. The supervisors shall be required to read, write, and speak English so as to be able to communicate with Town personnel.

13.4 Employees: The personnel employed by the Contractor shall be capable employees, qualified in janitorial type work. The Contractor shall be staffed with trained and experienced cleaning personnel.

A fully qualified force shall be on board at the beginning of the contract performance and shall be maintained throughout the period of this contract. All personnel shall receive close and continuing first-line supervision by the Contractor.

13.5 Uniforms & Badges: When on duty, all Contractor's employees shall have on their person identification showing the employee photo, name, and personal data. In addition, Contractor employees shall be neat in appearance.

Wearing of the identification while on duty and presenting a neat, clean appearance is **mandatory.**

14.0 SECURITY

14.1 The security of the building keys shall be maintained according to the policies of the Town. Liability for lost keys, re-keying cost, and other related expenses shall be the full responsibility of the Contractor. **THE CONTRACTOR SHALL NOT ALTER ANY LOCK OR REPRODUCE ANY KEY.**

14.2 The Contractor shall establish procedures to assure that the building is secured as required by the Town. Janitorial personnel shall be required to secure the premises upon completion of assigned job duties. All exterior doors shall be locked, all lights are to be turned off (except security lights and lights designated as security lights) and the security systems shall be activated prior to leaving the premises. Any malfunction shall be reported to the Addison Police dispatcher prior to leaving the building. Failure to comply with this provision may result in termination of the contract.

14.3 In the event that the security system alarm is set off by the janitorial personnel and police are dispatched, and if the Town determines that the janitorial staff is at fault, a fine will be levied against the Contractor in the amount of $50.00 for each false alarm. A False Alarm notice and invoice will be sent to the Contractor. Such invoice(s) must be paid in full either by check from the Contractor or in the form of a credit memo issued to the Town of Addison against the Contractor's monthly invoice for that location.

14.4 The Contractor's supervisor will be responsible and available at all times to respond within 30 minutes to a facility where his or her crews failed to secure the facility. If Town staff has to respond, costs associated with their response out of pocket costs will be deducted from the monthly invoice.

REQUEST FOR PROPOSAL STATEMENT
AND SUBMISSION CHECKLIST

PROPOSER: _____
Company Name

ADDRESS: _____
Number & Street City, State, Zip Code

PROJECT: Contract for Custodial Services – RFP No. 18-205

All Proposers must provide the following information: (Those proposers failing to complete the Qualifications of Proposer Statement packet may be disqualified.)

Pursuant to Contract Documents and information for prospective proposers for above mentioned proposed project, the undersigned is submitting the information as required with the understanding that the purpose is for your confidential use only to assist in determining the qualifications of this organization to perform the type and magnitude of work included; and further, guarantee the trust and accuracy of all statements hereinafter made, and will accept your determination of qualifications without prejudice. The surety herein name, and any other bonding company, bank, subcontractor, supplier, or any other persons, firms or corporations with whom I/we have done business, or who have extended any credit to me/us are hereby authorized to furnish you with any information you may request concerning me/us, including, but not limited to information concerning performance on previous work and my/our credit standing with any of them; and I/we hereby release any an all such parties from any legal responsibility whatsoever on account of having furnished such information to you.

Signature_____ Date_____
Contractor/Proposer

Print Name_____
Contractor/Proposer

Title_____

Items to be furnished (4 copies):

- **A. Introduction.**
- **B. Descriptive Literature.**
- **C. Certification of Compliance with terms and conditions of RFP (signed)**
- **D. Customer/Reference List (Enclosed in sealed envelope marked "Confidential")**
- **E. Fee Structure on form provided, may include any additional information.**
- **F. Company Background and Reference Form.**

To be completed and furnished by appropriate Insurance Agent:

- A. **Insurance Requirement Affidavit**

COMPANY BACKGROUND AND REFERENCES

1. Number of years in business as a Custodial Contractor:

_____ Years

2. Please provide information pertaining to staffing levels indicating the breakdown of supervisory versus service personnel. Also, indicate the anticipated number of hours for cleaning for each location, each time.

Location	Number of Supervisors	Number of Service Personnel	Number of Man Hours Per Night
Conference Centre			
Theatre Centre			
Stone Cottage			
Pavilion			
Police Building			
Police Substation (Addison Circle)			
Police Substation (Vitruvian)			

3. Number of full time employees in company:

Administrative _____

Supervisory _____

Crew Leaders _____

Service Employees _____

4. Number of part time employees in company:

Administrative _____

Supervisory _____

Crew Leaders _____

Service Employees _____

5. How do you handle emergency requests for service? What is your normal response time and fee charged for such service?

6. List of current customers, on form provided. At least five (5) customers with contracts of comparable type and magnitude will be contacted as references, a determining factor in the award of the contract. A Town representative may inspect the buildings of customers used as references, with the customer's approval. Are any of the references give, relative by blood or marriage? Yes_____ No_____ If so, please list them below:

Company	Contact	Phone	Sq. Ft.	Years

7. List any government contracts you have or have had:

Organization	Contact	Phone	Sq. Ft.	Dates

8. Have you or any present partners or officers failed to complete a contract? Yes_____ No_____ If yes, give name of owner and/or surety and reason.

9. List of equipment owned by Contractor that is in serviceable condition and available for use. The Contractor is responsible for keeping the equipment in safe and operable repair at all times.

10. The owner, manager, or supervisor must be reachable 24 hours a day, seven days a week, 365 days a year. Does this present a problem?

Yes_____ No_____

If this is not a problem, how will we reach one of the above people?

Cell phone_____ Answering service_____ Home phone_____ Other_____

11. Is your office located in a building zoned for a business (as opposed to residential) and is there someone there during business hours to take phone calls, answer questions, and locate a manager or supervisory person?

Yes_____ No_____

12. How long have you been at your present address?

Years_____ Months_____

Previous address:

Years_____ Months_____

CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF REQUEST FOR PROPOSAL / EXCEPTIONS

I have read, understand, and agree to comply with the terms and conditions specified in this Request for Proposal.

Checking "YES" indicates acceptance of all terms and conditions, while checking "NO" denotes non-acceptance and vendor's exceptions should be detailed below. In order for any exceptions to be considered they MUST be documented.

YES_____ I agree.

NO_____ Exceptions noted below:

Signature_____ Date_____
Contractor/Proposer

Print Name_____
Contractor/Proposer

Title_____

EXCEPTION SUMMARY FORM

RFP SECTION #	RFP PAGE #	EXCEPTION (Provide a Detailed Explanation)

CUSTOMER LIST

(Enclose in a sealed envelope marked “Customer List – Confidential”)
Minimum five (5)

NAME OF ORGANIZATION	CONTACT NAME	PHONE #	SQ. FEET	TYPE*
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

*TYPE: General Office, Executive Offices, Warehouses, Service Center, etc.

Fee Structure

Please indicate the monthly and annual fee for each facility.

Location	Monthly Fee	Annual Fee
Conference Centre		
Theatre Centre		
Stone Cottage		
Pavilion		
Police Building		
Police Substation (Addison Circle)		
Police Substation (Vitruvian)		

Additional Cleanings and Services on an As Needed Basis

Location	As Needed Fee
Conference Centre	
Sunday Additional Clean	
Carpet Cleaning	
Floor Strip and Wax	
Window Cleaning	
Theatre Centre	
Sunday Additional Clean	
Carpet Cleaning	
Floor Strip and Wax	
Window Cleaning	
Stone Cottage	
Sunday Additional Clean	
Pavilion	
As Needed Cleaning of Kitchen	
As Needed Cleaning of Special Events Restroom	
Police Building	
Carpet Cleaning	
Floor Strip and Wax	

RFP #18-205 Janitorial Services
INSURANCE REQUIREMENT AFFIDAVIT

To be completed by appropriate insurance agent

I, the undersigned agent, certify that the insurance requirements contained in this bid document have been reviewed by me with the below identified vendor. If the below identified vendor is awarded this contract by the Town of Addison, I will be able, within ten (10) days after being notified of such potential award, to furnish a valid insurance certificate to the Town meeting all of the requirements contained in this bid.

_____	_____
Agent's Signature	Agent's Name Printed
_____	_____
Name of Insurance Carrier	Phone Number of Agent
_____	_____
Address of Agency	City, State, Zip
_____	
Vendor's Name	

SUBSCRIBED AND SWORN to before me by the above named _____

on this _____ day of _____, 2018.

_____
Notary Public

Note to Proposer:
This form cannot be submitted with your proposal as it must be completed by your insurance agent. Fax this form to your insurance agent and have them fax it to the Town of Addison at 972-450-7065. This form must be received by Purchasing before or within 48 hours of the bid closing date.

Note to Agent:
If this time requirement is not met, The Town of Addison has the right to declare this vendor non-responsive and award the contract to the next lowest responsible bidder meeting the specifications. If you have any questions concerning these requirements, please contact the Purchasing Manager at 972-450-7091.

SAMPLE FORMS ATTACHED

(PAGE LEFT BLANK)

SAMPLE ADDISON POLICE DEPARTMENT

CRIMINAL JUSTICE APPLICANT

This document is your *FAST Fingerprint Pass* for a state and national criminal history record check. Please schedule a fingerprint appointment by visiting **http://www.identogo.com** or by calling 1-888-467-2080. **When scheduling an appointment you will be prompted by IdentoGO for the following additional personal data: Date of Birth, Sex, Race, Ethnicity, Skin Tone, Height, Weight, Eye Color, Hair Color, Place of Birth and Home Address. During your Fingerprint appointment you will also be prompted for Social Security Number and Driver License Number. Requested data is required by the Texas Department of Public Safety to process your background check.** These data elements have been omitted from this document in order to better protect the security of your personal information. You may pay for *FAST* services online with a credit card or onsite with a check or money order only. Your fingerprints will be submitted to the Texas Department of Public Safety and the Federal Bureau of Investigation.

1. Logon to **http://www.identogo.com**
2. Select: ***Texas***
3. Select: ***Online Scheduling***
4. Select: ***English or Espanol***
5. Enter: ***First and Last Name***
6. Select: ***All Others***
7. Select: ***Option A – Electronic Submission***
8. Select: ***Yes, I have a FAST Fingerprint Pass***
9. Enter: ***TX05701H1***
10. Follow the prompts to enter requested information.
11. Bring this completed form with you to your appointment.

Section One: Qualified Entity Information

ORI#: TX05701H1 **Original TCN:** (If resubmission for rejected fingerprints)

Agency/Entity/Organization Name **ADDISON POLICE DEPARTMENT**

Section Two: Applicant Name (To be completed by applicant)

Last: _____ (Please print) First: _____ (Please print) Middle: _____ (Please print)

Section Three: Waiver Information (To be completed and signed by applicant)

I certify that all information I provided in relation to this criminal history record check is true and accurate. I authorize the Texas Department of Public Safety (DPS) to access Texas and Federal criminal history record information that pertains to me and disseminate that information to the designated Authorized Agency or Qualified Entity with which I am or am seeking to be employed or to serve as a volunteer, through the DPS Fingerprint-based Applicant Clearinghouse of Texas and as authorized by Texas Government Code Chapter 411 and any other applicable state or federal statute or policy. I authorize the Texas Department of Public Safety to submit my fingerprints and other application information to the FBI for the purpose of comparing the submitted information to available records in order to identify other information that may be pertinent to the application. I authorize the FBI to disclose potentially pertinent information to the DPS during the processing of this application and for as long hereafter as may be relevant to the activity for which this application is being submitted. I understand that the FBI may also retain my fingerprints and other applicant information in the FBI's permanent collection of fingerprints and related information, where all such data will be subject to comparisons against other submissions received by the FBI and to further disseminations by the FBI as may be authorized under the Federal Privacy Act (5USC 552a(b)). I understand I am entitled to obtain a copy of any criminal history record check and challenge the accuracy and completeness of the information before a final determination is made by the Qualified Entity. I also understand the Qualified Entity may deny me access to children, the elderly, or individuals with disabilities until the criminal history record check is completed. If a need arises to challenge the FBI record response, you may contact the agency that submitted the information to the FBI, or you may send a written challenge request to the FBI's Criminal Justice Information Services (CJIS) Division at FBI CJIS Division, Attention: Correspondence Group, 1000 Custer Hollow Road, Clarksburg, WV 26306.

Signature: _____ Date: _____

Section Four: Service Center Information (To be completed by *FAST* Enrollment Agent)

Date Prints Taken _____ Amount Charged For Service: **$**_____

Paid by: ☐ Check ☐ Money Order ☐ Visa ☐ MasterCard X Billing Acct _____

TCN: _____

I HAVE COMPARED THE GOVERNMENT-ISSUED IDENTIFICATION PRESENTED BY THE APPLICANT AND ATTEST THAT TO MY BEST DETERMINATION; I HAVE FINGERPRINTED THE SAME PERSON.

E.A. Name: _____(Please print)

E.A. Signature: _____

Revised 04/13

SAMPLE SECURITY CLEARANCE QUESTIONNAIRE

NAME_____
(LAST NAME) (FIRST NAME) (MIDDLE INITIAL)

DATE OF BIRTH _____ SOCIAL SECURITY #_____

U.S. CITIZEN? YES___ NO___ IF NOT CITIZEN, WORK PERMIT? YES___ NO___

CURRENT ADDRESS _____CITY_____ STATE_____

PREVIOUS ADDRESS _____ CITY_____ STATE_____

PREVIOUS EMPLOYER:
COMPANY _____ PHONE _____
SUPERVISOR_____ DATES EMPLOYED_____

(FROM)
(TO)

DRIVERS LICENSE # _____ STATE _____

HAVE YOU EVER BEEN CONVICTED OF A CRIME? Yes_____ No_____

IF YES, LIST EVERY CONVICTION, ITS DATE, WHERE CONVICTED AND OF WHAT CHARGE CONVICTED.

_____
_____
_____
___
_____

*** I HEREBY WAIVE THE PRIVILEGE OF CONFIDENTIALITY OF ANY AND ALL INFORMATION OBTAINED, EITHER VERBALLY OR IN WRITING, THE TOWN OF ADDISON OR ITS EMPLOYEES WITH RESPECT TO CONSIDERING MY APPLICATION FOR CONTRACT EMPLOYMENT. I WAIVE THE RIGHT TO BE INFORMED OF ANY AND ALL REASONS AS TO WHY I WAS DISQUALIFIED FOR THE POSITION FOR

WHICH I HAVE APPLIED. I HEREBY WAIVE THE PRIVILEGE OF CONFIDENTIALITY OF ANY INFORMATION RESULTING FROM MY BACKGROUND INVESTIGATION.

_____

(APPLICANT'S SIGNATURE)

Work Session and Regular Meeting **9.**

Meeting Date: 01/08/2019

Department: Infrastructure- Development Services

AGENDA CAPTION:

Consider Action to Approve a **Resolution Approving The Fourth Amendment to a Ground Lease Between the Town of Addison and 6200 GP, LLC for Commercial Aviation Use on Property Located at 4550 Jimmy Doolittle Drive, Authorizing the City Manager to Execute the Agreement, and Providing an Effective Date.**

BACKGROUND:

The property at 4550 Jimmy Doolittle Drive is leased to 6200 GP, LLC, per an assignment of the ground lease that was executed in 2014 for private corporate use. 6200 GP, LLC also subleases a portion of the hangar to Turbine Aircraft Services, which provides maintenance and avionics services for aircraft.

A 6,554 square feet portion of the lease site is located on an out parcel on the eastside of Jimmy Doolittle and has been used by the tenant for overflow parking. It is not needed to satisfy the Town's parking requirements for the site. The new Customs and Border Protection facility and a future commercial hangar will be built on the site just to the north of this area. Because the tenant does not need this portion of the lease site for overflow parking, the airport staff approached the tenant to ask if they would consent to the release of that portion so that it can be incorporated into the site for the future hangar. The tenant agreed to release the out parcel back to the Town.

The proposed Fourth Amendment to the lease will remove 6,554 square feet from the lease site of 6200 GP, LLC, and it will be merged into the land that is proposed for a new commercial hangar to be built at some point in the future adjacent to the Customs and Border Protection facility that will be immediately to the north. The changes to the lease are outlined in the table below. The release of the property from 6200 GP, LLC to the Town will result in a reduction of annual rent of $4,294.00. This loss will be recovered when the out parcel is added to the future hangar site and that property is developed. There are no other changes to the terms or conditions of the ground lease.

	Current Terms	Fourth Amendment Term Modifications
Total Land Area (square feet)	104,738	98,184
Annual Rental Amount	$68,827	$64,533
Monthly Rental Amount	$5,736	$5,378
Rental Rate/Square Foot of Land	$.66	$.66

The city attorney has approved to form the Fourth Amendment to Ground Lease for the Town’s purpose.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Fourth Amendment to Ground Lease

Original Ground Lease and Prior Amendments

Aerial

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE FOURTH AMENDMENT TO GROUND LEASE BETWEEN THE TOWN OF ADDISON AND 6200 GP, LLC FOR COMMERCIAL AVIATION USE ON PROPERTY LOCATED AT 4550 JIMMY DOOLITTLE DRIVE, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The Fourth Amendment to the Ground Lease between the Town of Addison and 6200 GP, LLC for commercial aviation use on property located at 4550 Jimmy Doolittle Drive, a copy of which is attached to this Resolution as **Exhibit A,** is hereby approved. The City Manager is hereby authorized to execute the agreement.

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

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 11th day of December, 2018.

_____
Joe Chow, Mayor

ATTEST:

By: _____
Irma Parker, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

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

This Fourth Amendment to Ground Lease (hereinafter referred to as the "Fourth Amendment") is entered into and made effective as of the first day of the calendar month immediately following the Date of Execution given hereinbelow (the "Effective Date"), at Addison, Texas, by and between the Town of Addison, Texas, a home-rule municipality (hereinafter sometimes referred to as the "Landlord" or the "City"), and 6200 GP, LLC, a Nevada limited liability company ("Tenant") (Landlord and Tenant are sometimes referred to herein as the "parties" or "party").

WHEREAS, the original Ground Lease was entered into as of May 23, 1984 between the Town (City) of Addison, Texas and Addison Airport of Texas, Inc., as Landlord, and Hangar Six, Inc., as the tenant, by the terms of which certain real property described in the Ground Lease and now commonly known as 4550 Jimmy Doolittle Drive, Addison Airport, within the Town of Addison, Texas, and owned by the City was leased to Hangar Six, Inc.; and

WHEREAS, the Ground Lease provides that, upon the expiration or termination of that certain agreement referred to and defined in the Ground Lease as the "Base Lease" (and being an Agreement for Operation of the Addison Airport between the City and AATI), the City is entitled to all of the rights, benefits and remedies, and will perform the duties, covenants and obligations of the Landlord under the Base Lease; and

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

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

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

WHEREAS, the Ground Lease was further amended by that Second Amendment to Ground Lease entered into and made effective as of April 16, 2003 (the "Second Amendment", recorded as Instrument #200503504117 in the Dallas County, Texas Official Public Records ("OPR")) which, among other things, amended the Demised Premises of the Ground Lease, as set forth in the Second Amendment; and

WHEREAS, the Ground Lease was further amended by that Third Amendment to Ground Lease entered into and made effective as of January 13, 2009 (the "Third Amendment", as evidenced by that certain Memorandum of Third Amendment to Ground Lease recorded as Instrument #201100292149 in the OPR) which, among other things, amended: (i) the description of the Demised Premises; (ii) the Rental amount due as of the amendment effective date, and; (iii) modified the Term (extended the Ground Lease Term to now expire June 30, 2048); and

WHEREAS, the Ground Lease was assigned by Turbine Aircraft Services, Inc. to 6200 GP, LLC, a Nevada limited liability company by that Assignment of Lease dated January 21, 2014 and recorded as Instrument #201400014985 in the OPR; and

WHEREAS, by virtue of such assignments, 6200 GP, LLC, a Nevada limited liability company, is the Tenant of record under the Ground Lease, as amended or modified, as of the Date of Execution of this Fourth Amendment; and

WHEREAS, a true and correct copy of the Original Ground Lease as amended or modified is attached hereto and incorporated herein by reference as **Exhibit "A"**; and

WHEREAS, Landlord has proposed, and the Tenant has agreed, to remove from the Demised Premises certain unimproved land located at Addison Airport described in the attached **Exhibit "B"** as "Parcel B" (consisting of approximately 6,554 square feet, which at one time was intended to accommodate future off-street vehicle parking no longer required by Tenant), and Landlord and Tenant desire to amend the Ground Lease in the manner set forth below.

NOW, THEREFORE, for and in consideration of the above and foregoing premises, the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Town of Addison, Texas, and 6200 GP, LLC do hereby agree as follows:

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

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

A. Amendment to Description of Demised Premises

1. The Ground Lease is hereby amended by modifying the description of the Demised Premises leased to Tenant as set forth in the Ground Lease so that the Demised Premises shall hereafter comprise of the land described as "Parcel A; Property #0200" in Exhibit "B" attached to this Fourth Amendment and incorporated herein by reference provided, however, the Demised Premises, as modified herein, shall continue to be subject to any and all restrictive covenants, taxes, easements, encroachments, leases, liens, laws, ordinances, rules, regulations, standards, and all other encumbrances or title exceptions, whether of record or not, and including, without limitation, items or matters which are visible or apparent from an inspection of the Demised Premises. Hereinafter, any reference to "Parcel B" as described in Exhibit "B" shall no longer be regarded as any part of the Demised Premises under the Ground Lease, as amended and modified.

2. Together with the above modification of the Demised Premises, Rental (as defined in Section 2, A.2 of the Third Amendment to Ground Lease) is hereby amended to equal Sixty-Four Thousand Five Hundred Thirty-Two Dollars and 76/100ths_($64,532.76) payable in twelve (12) equal installments of Five Thousand Three Hundred Seventy-Seven

Dollars and 76/100ths ($5,377.76) with the first said monthly installment due on or before the Effective Date of this Fourth Amendment to Ground Lease. Said Rental is calculated to equal the product of the number of gross square feet of the Demised Premises, as modified herein (being 98,184 square feet) multiplied by **$0.6573** for each gross square foot thereof, which said Rental is subject to adjustment as set forth in the Ground Lease. Thereafter, without offset or deduction, Rental shall be paid on or before the first day of each calendar month over the Term. Landlord and Tenant hereby agree and acknowledge the rental rate of $0.6573 per gross square foot is the current rental rate as adjusted in accordance with the Ground Lease, as amended or modified since the commencement of the Ground Lease and is subject to future adjustments as set forth in Section 2.B. hereinbelow.

B. Amendment to Section 5 of the Ground Leases - Adjustment of Rental

1. A comparison shall be made between the Price Index (as defined in the Ground Lease) as of the **Effective Date of this Fourth Amendment to Ground Lease** (the "Base Index" and "Base Index Date") and as it exists on the then applicable Adjustment Date ("the Current Index").

2. The monthly rental for the two (2) year period beginning with and following the then applicable Adjustment Date shall be either increased or decreased, as the case may be, by the percentage of change in the Price Index (i.e. Current Index divided by the Base Index) times the Rental as defined in subparagraph A.2 above (the "Base Rental" for the purpose of this Section 5).

3. Landlord and Tenant agree the next Adjustment Date shall be July 1, 2020.

Section 3. **No Other Amendments.** Except to the extent modified or amended herein, all other terms and obligations of the Ground Lease shall remain unchanged and in full force and effect.

Section 4. **Applicable Law; Venue.** In the event of any action under this Fourth Amendment, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the state of Texas shall govern and apply to the interpretation, validity and enforcement of this Fourth Amendment; 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 Fourth Amendment. All obligations of the parties created by this Fourth Amendment are performable in Dallas County, Texas.

Section 5. **No Third Party Beneficiaries.** This Fourth Amendment and each of its provisions are solely for the benefit of the parties hereto and are not intended to and shall not create or grant any rights, contractual or otherwise, to any third person or entity.

Section 6. **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

Fourth Amendment on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

IN WITNESS WHEREOF, the undersigned parties execute this Agreement this _____ day of _____, 2018 ("Date of Execution"):

TENANT:	**LANDLORD:**
6200 GP, LLC **By: Regis Realty Prime LLC (authorized agent)**	**TOWN OF ADDISON, TEXAS**
By: _____ Scott Porter, Senior Vice President	By: _____ Wesley S. Pierson, City Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Scott Porter, senior vice president of Regis Realty Prime LLC, authorized agent of 6200 GP, LLC, a Nevada limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein stated.

GIVEN under my hand and seal of office this 26 day of November, 2018.

[SEAL]

PATRICIA M. MURPHY
My Notary ID # 125480335
Expires October 28, 2021

_____
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Wesley S. Pierson, city manager of the Town of Addison, a home-rule municipality, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein stated.

GIVEN under my hand and seal of office this _____ day of _____, 2018.

[SEAL]

_____
Notary Public, State of Texas

EXHIBIT "A"

COPY OF GROUND LEASE AS AMENDED AND MODIFIED

Due to the voluminous size of the historical documents, they are not included herein.

However, the Ground Lease as amended and modified as described in the Fourth Amendment Preamble is available for review upon request in the archives of the Town of Addison, Dallas County, Texas.

EXHIBIT "B"

AMENDMENT #4 PROPERTY SURVEY AND LEGAL DESCRIPTION OF DEMISED PREMISES

PARCEL A
PROPERTY #0200

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

BEGINNING at a 5/8-inch iron rod set with plastic cap stamped "Sparr Surveys" in the west line of Jimmy Doolittle Drive, (a unrecorded 60 foot wide ingress and egress easement), and lying in the south line of Addison Airport Property #0231 and, having Texas State Plane Coordinates of Northing: 7,039,040.476, Easting: 2,479,627.736;

THENCE S 21°16'25" E, along the west line of said Jimmy Doolittle Drive, at 58.76 feet passing a 'PK" nail found in the south line of said Jimmy Doolittle Drive at the northwest corner of Addison Airport Property #0210, continuing along the west line of said Property #0210, in all a distance of 62.52 feet to a 'PK' nail found;

THENCE along the west line of said Property #0210 the following:

North 68 Degrees 43 Minutes 35 Seconds East, 14.96 feet to a 1/2-inch iron rod found;

South 21 Degrees 16 Minutes 25 Seconds East, 113.96 feet to a cut 'x' found;

South 68 Degrees 56 Minutes 04 Seconds West, 14.96 feet to a cut 'x' found;

South 21 Degrees 13 Minutes 15 Seconds East, 23.69 feet to a cut 'x' set;

South 68 Degrees 46 Minutes 16 Seconds West, 6.26 feet to a cut 'x' set;

South 21 Degrees 13 Minutes 44 Seconds East, 7.30 feet to a cut 'x' set;

South 68 Degrees 46 Minutes 16 Seconds West, 5.12 feet to a cut 'x' found;

South 21 Degrees 13 Minutes 44 Seconds East, 41.95 feet to a cut 'x' set in the north line of Taxiway Sierra, from which a 'PK' nail found at the southwest corner of said Property #0210 bears South 21 Degrees 13 Minutes 44 Seconds East, 3.00 feet;

THENCE South 68 Degrees 36 Minutes 46 Seconds West, at all times remaining 60.00 feet north of and parallel to the centerline of Taxiway Sierra, 382.10 feet to a 'PK' nail set;

THENCE North 21 Degrees 14 Minutes 10 Seconds West, 246.36 feet to a 3/8-inch iron rod found at the southwest corner of said Property #0231;

THENCE North 68 Degrees 44 Minutes 36 Seconds East, along the south line of said Property #0231, 330.08 feet to a 5/8-inch iron rod set with plastic cap stamped "Sparr Surveys";

THENCE North 21 Degrees 06 Minutes 33 Seconds East, along the south line of said Property #0231, 3.41 feet to a 5/8-inch iron rod set with plastic cap stamped "Sparr Surveys";

THENCE North 68 Degrees 19 Minutes 44 Seconds East, along the south line of said Property #0231, 63.31 feet to the **POINT** of **BEGINNING** and **CONTAINING** 2.254 acres of land.

Exhibit "B" to the Fourth Amendment to Ground Lease

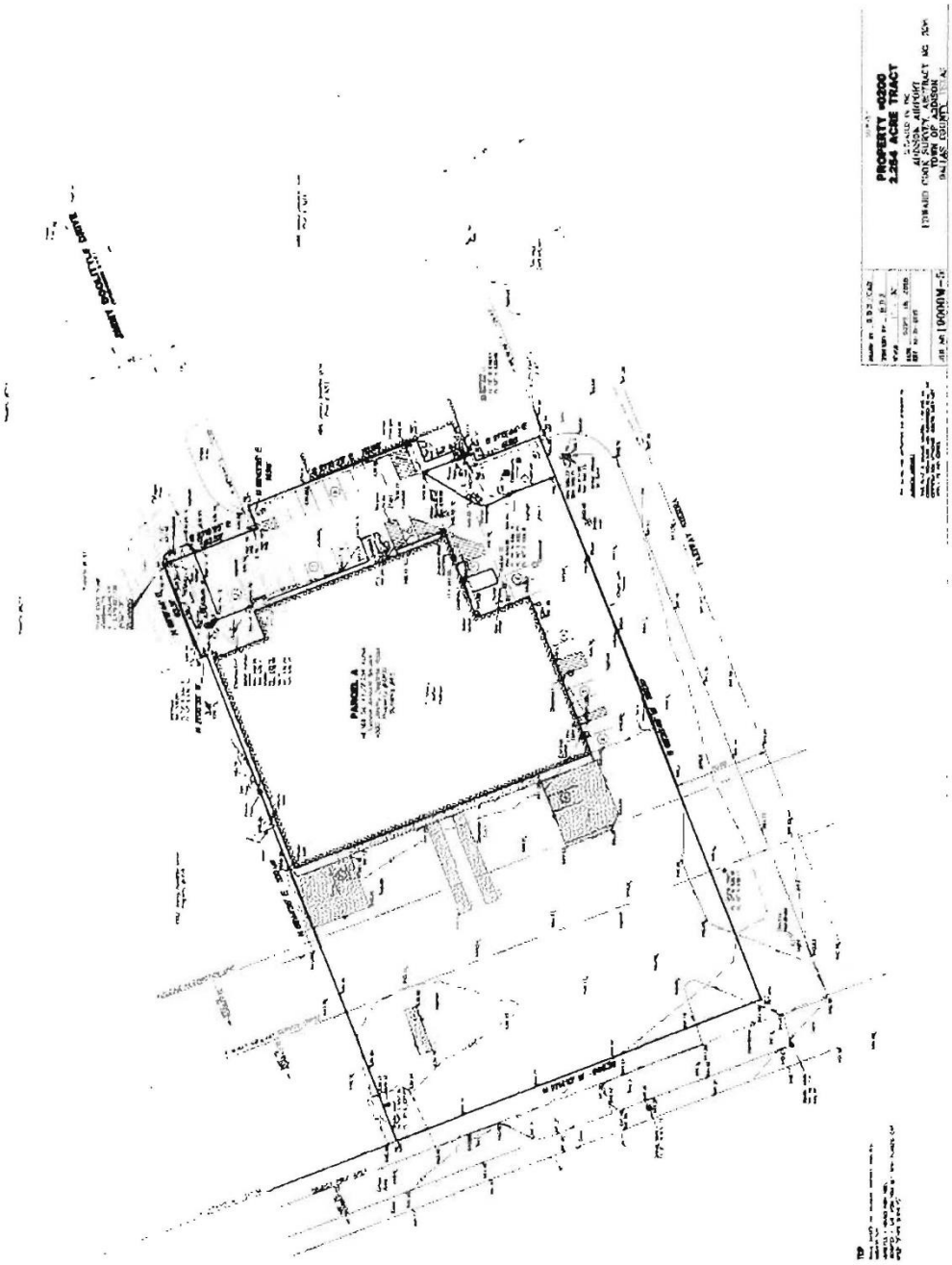


Exhibit "B" to the Fourth Amendment to Ground Lease

Original Ground Lease and Prior Amendments Between the Town of Addison and 6200 GP, LLC on Property Located at 4550 Jimmy Doolittle Drive

01/22/2014 12:30:29 PM
201400014985
AS 1/76

STATE OF TEXAS §
§
COUNTY OF DALLAS §

ASSIGNMENT OF GROUND LEASE

2228004720

This Assignment of Ground Lease (the "Assignment") is entered into and effective as of Jan. 21, 2014, at Addison, Texas, by and between Robert Hoff, Independent Executor of the Estate of Tom L. Berscheidt, Deceased, and Turbine Aircraft Services, Inc., a Texas corporation (herein referred to as "Assignor"), and 6200 GP, LLC, a Nevada limited liability company (herein referred to as "Assignee").

WHEREAS, a Ground Lease ("Original Ground Lease") was executed on May 23, 1984 between the City of Addison, Texas (the same being the Town of Addison, Texas) and Addison Airport of Texas, Inc., as landlord, and Hangar Six, Inc., as tenant, by the terms of which certain real property described in the Ground Lease and generally located at 4550 Jimmy Doolittle Drive, Addison Airport, within the Town of Addison, Texas (the "City") and owned by the City was leased to Hangar Six, Inc.; and

WHEREAS, by that Assignment of Lease dated July 2, 2002 (the "2002 Assignment"), the Tenant's interest in the Original Ground Lease was assigned from Hangar Six, Inc., as Assignor, to Turbine Aircraft Services, Inc., as Assignee; and

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

WHEREAS, the Original Ground Lease, as amended, was further amended by a Second Amendment to Ground Lease made effective as of April 16, 2003 (the "Second Amendment," recorded as Instrument #200503504117 in the Dallas County, Texas Official Public Records), which, among other things, further amended the description of the demised premises under the Ground Lease, as set forth in the Second Amendment; and

WHEREAS, the Original Ground Lease, as amended, was further amended by a Third Amendment to Ground Lease made effective as of January 13, 2009 (the "Third Amendment," as evidenced by that certain *Memorandum of Third Amendment to Ground Lease* recorded as Instrument #201100292149 in the Dallas County, Texas Official Public Records), which, among other things, further amended the description of the demised premises under the Ground Lease, as set forth in the Third Amendment; and

WHEREAS, by virtue of the 2002 Assignment, Turbine Aircraft Services, Inc., Assignor herein, is the Tenant under the Original Ground Lease as amended by the First Amendment, the Second Amendment, and the Third Amendment (the Original Ground Lease, as so amended, being referred to herein as the "Ground Lease," and a true and correct copy of the Ground Lease in its entirety, and including the 2002 Assignment is attached and incorporated herein by reference as **Exhibit "A"**); and

WHEREAS, the Ground Lease provides that, upon the expiration or termination of that certain agreement referred to and defined in the Ground Lease as the "Base Lease" (and being an Agreement for Operation of the Addison Airport between the City and Addison Airport of Texas, Inc.), the City is entitled to all of the rights, benefits and remedies, and will perform the duties, covenants and obligations, of the Landlord under the Ground Lease; and

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

WHEREAS, Tom Berscheidt, as the sole shareholder of Turbine Aircraft Services, Inc. became deceased on or about February 11, 2011, and by way of his Last Will and Testament instructed Robert Hoff, the estate's independent executor, to assign the Ground Lease and sell the building improvements as soon as practical; and

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

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

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

AGREEMENT

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

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

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

6200 GP, LLC
Attn: Steven A. Shelley
1603 LBJ Freeway, Suite 800
Dallas, Texas 75234

4. Nothing in this Assignment modifies, alters, amends or changes, and shall not be construed or be deemed to modify, alter, amend or change, any term, provision, or condition of the Ground Lease.

5. The above and foregoing premises and recitals to this Assignment are incorporated into and made a part of this Assignment, and Assignor and Assignee both warrant and represent that such premises and statements, and all other provisions of this Assignment, are true and correct, and that in giving its consent, Landlord (as defined in the Consent of Landlord attached hereto) is entitled to rely

upon such representations and statements.

6. Assignor acknowledges that in addition to any other remedies provided in the Ground Lease or by law, in equity, or otherwise, Landlord may at its own option, collect directly from the Assignee all rents becoming due under such assignment and apply such rent against any sums due to Landlord. No such collection by Landlord from the Assignee shall release Assignor from the payment or performance of Assignor's obligations under the Ground Lease.

7. The undersigned representatives of the Assignor and Assignee have the necessary authority to execute this Assignment on behalf of each of the respective parties hereto, and Assignor and Assignee certify one to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

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

ASSIGNOR:

Robert Hoff, Independent Executor of the
Estate of Tom L. Berscheidt, Deceased

TURBINE AIRCRAFT SERVICES, INC.,
a Texas corporation

By:_____
Name:_____
Title:_____

ASSIGNEE:

6200 GP, LLC,
a Nevada limited liability company

By:_____
Steven A. Shelley
Vice President

[Acknowledgments Follow On Next Page]

upon such representations and statements.

6. Assignor acknowledges that in addition to any other remedies provided in the Ground Lease or by law, in equity, or otherwise, Landlord may at its own option, collect directly from the Assignee all rents becoming due under such assignment and apply such rent against any sums due to Landlord. No such collection by Landlord from the Assignee shall release Assignor from the payment or performance of Assignor's obligations under the Ground Lease.

7. The undersigned representatives of the Assignor and Assignee have the necessary authority to execute this Assignment on behalf of each of the respective parties hereto, and Assignor and Assignee certify one to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

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

ASSIGNOR:

_____
Robert Hoff, Independent Executor of the
Estate of Tom L. Berscheidt, Deceased

TURBINE AIRCRAFT SERVICES, INC.,
a Texas corporation

By: RICHARD G. WHELDON
Name: Richard G Whelden
Title: VICE PRESIDENT

ASSIGNEE:

6200 GP, LLC,
a Nevada limited liability company

By:_____
Steven A. Shelley
Vice President

[Acknowledgments Follow On Next Page]

upon such representations and statements.

6. Assignor acknowledges that in addition to any other remedies provided in the Ground Lease or by law, in equity, or otherwise, Landlord may at its own option, collect directly from the Assignee all rents becoming due under such assignment and apply such rent against any sums due to Landlord. No such collection by Landlord from the Assignee shall release Assignor from the payment or performance of Assignor's obligations under the Ground Lease.

7. The undersigned representatives of the Assignor and Assignee have the necessary authority to execute this Assignment on behalf of each of the respective parties hereto, and Assignor and Assignee certify one to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

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

ASSIGNOR:

_____
Robert Hoff, Independent Executor of the
Estate of Tom L. Berscheidt, Deceased

TURBINE AIRCRAFT SERVICES, INC.,
a Texas corporation

By:_____
Name:_____
Title:_____

ASSIGNEE:

6200 GP, LLC,
a Nevada limited liability company

By:_____
Steven A. Shelley
Vice President

[Acknowledgments Follow On Next Page]

ACKNOWLEDGMENT

California wk

STATE OF ~~TEXAS~~ §
COUNTY OF ~~DALLAS~~ §
Kern wk

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

GIVEN under my hand and seal of office this 16th day of Jan, 2014.

UNITED STATES AIR FORCE
NOTARIAL POWER OF A UNITED STATES CONSULAR OFFICER OR A NOTARY PUBLIC
10 USC 1044a
JUDGE ADVOCATE
[SEAL]

Notary Public, State of ~~Texas~~ California wk

My commission expires: 13 Nov 2015

STATE OF TEXAS §
COUNTY OF DALLAS §

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

GIVEN under my hand and seal of office this ___ day of _____, 2014.

[SEAL]

_____
Notary Public, State of Texas

My commission expires:_____

STATE OF TEXAS §
COUNTY OF DALLAS §

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

GIVEN under my hand and seal of office this ___ day of _____, 2014.

[SEAL]

_____
Notary Public, State of Texas

My commission expires:_____

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF DALLAS §

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

GIVEN under my hand and seal of office this ___ day of _____, 2014.

[SEAL]

_____
Notary Public, State of Texas

My commission expires:_____

STATE OF TEXAS §
COUNTY OF DALLAS §

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

GIVEN under my hand and seal of office this 21 day of JANUARY, 2014.

[SEAL]

ANDREA CARTER THOMPSON
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
09-28-2015

Andrea C Thompson
Notary Public, State of Texas

My commission expires: 09/28/2015

STATE OF TEXAS §
COUNTY OF DALLAS §

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

GIVEN under my hand and seal of office this ___ day of _____, 2014.

[SEAL]

_____
Notary Public, State of Texas

My commission expires:_____

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF DALLAS §

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

GIVEN under my hand and seal of office this ___ day of _____, 2014.

[SEAL]

_____
Notary Public, State of Texas

My commission expires:_____

STATE OF TEXAS §
COUNTY OF DALLAS §

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

GIVEN under my hand and seal of office this ___ day of _____, 2014.

[SEAL]

_____
Notary Public, State of Texas

My commission expires:_____

STATE OF TEXAS §
COUNTY OF DALLAS §

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

GIVEN under my hand and seal of office this 30th day of JAN., 2014.

[SEAL]

NOTARY PUBLIC STATE OF TEXAS
BARBARA JEAN ERICKSON
My Commission Expires
October 17, 2015

Barbara Jean Erickson
Notary Public, State of Texas

My commission expires: 10-17-2015

CONSENT OF LANDLORD

The Town of Addison, Texas ("Landlord") is the Landlord in the Ground Lease described in the Assignment of Ground Lease (the "Assignment") entered into and effective as of Jan. 21, 2014, at Addison, Texas, by and between Robert Hoff, Independent Executor of the Estate of Tom L. Berscheidt, Deceased, and Turbine Aircraft Services, Inc. (herein referred to as "Assignor") and 6200 GP, LLC, a Nevada limited liability company (herein referred to as "Assignee"). In executing this Consent of Landlord ("Consent"), Landlord is relying upon the warranty, representations, provisions, and statements made and included in the foregoing Assignment, and in relying upon the same Landlord hereby consents to the foregoing Assignment from Assignor to Assignee. However, notwithstanding this Consent, Landlord does not waive any of its rights under the Ground Lease as to the Assignor or the Assignee, and does not release Assignor from its covenants, obligations, duties, or responsibilities under or in connection with the Ground Lease, and Assignor shall be and remain liable and responsible for all such covenants, obligations, duties, and responsibilities. In addition, notwithstanding any provision of this Consent or of the above and foregoing Assignment to the contrary, this Consent shall not operate as a waiver of any prohibition against further assignment, transfer, conveyance, pledge, change of control, or subletting of the Ground Lease or the premises described therein without Landlord's prior written consent.

This Consent shall be and remain valid only if and provided that, by no later than 6:00 o'clock p.m. on January 31, 2014:

(i) the Assignment has been executed and notarized by both Assignor and Assignee, and a fully executed and notarized original of the Assignment has been delivered to Bill Dyer at the address set forth below; and

(ii) all other matters in connection with the transfer, sale, and/or conveyance by Assignor to Assignee of the Assignor's interest in the Ground Lease have been fully consummated and completed and the transaction closed as reasonably determined by Landlord (such matters including, without limitation, the full execution and finalization of the Assignment and any other documentation so required by Landlord relating to this transaction) and delivered to Landlord c/o Mr. Bill Dyer, Addison Airport Real Estate Manager, at 16051 Addison Road, Suite 220, Addison, Texas 75001.

Otherwise, and failing compliance with and satisfaction of each all of paragraphs (i) and (ii) above, this Consent shall be null and void *ab initio* as if it had never been given and executed.

Signed this 27th day of December ~~2013~~

LANDLORD:

TOWN OF ADDISON, TEXAS

By: _____
Ron Whitehead, City Manager

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

This Third Amendment to Ground Lease (hereinafter referred to as the "Third Amendment") is entered into and effective as of January 13, 2009 (the "Effective Date"), between the Town of Addison, Texas a home-rule municipality (hereinafter sometimes referred to as the "Landlord" or the "City"), and Turbine Aircraft Services, Inc., a Texas corporation ("Tenant").

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

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

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

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

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

WHEREAS, a copy of the Second Amendment (including a copy of the Ground Lease and the First Amendment) was recorded in the Official Public Records of Dallas County, Texas in Book 2005178, Volume 0001 (Instrument # 200503504117) (the Ground Lease, as amended by the First Amendment and the Second Amendment, hereinafter referred to as the "Ground Lease") and is attached hereto as **Exhibit A** and made a part hereof; and

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

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

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

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

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

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

A. Amendment to Description of Demised Premises

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

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

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

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

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

(ii) Within the Repair and Improvement Period, Tenant shall have completed upon the demised premises to Landlord's satisfaction the construction of the remodeling and renovation improvements to the existing building improvements as generally described in **Exhibit C** attached hereto and incorporated herein (the "New Improvements");

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

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

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

(iv) In connection with the Damaged Facilities, insurance proceeds have been paid, will be paid, or are payable (such insurance proceeds, together with any deductible under a policy of insurance relating to the Damaged Facilities, being the "Insurance Proceeds"). Tenant will promptly provide to the City all information requested by the City regarding or related to Insurance Proceeds and the amount thereof. Tenant shall use the Insurance Proceeds to complete the construction, repair, and renovation of the Damaged Facilities. Additionally, Tenant shall pay at its sole cost and expense no less than Fifty Thousand Dollars and no cents ($50,000.00) (the "Additional Amount") towards the total construction cost of the Building Improvements over and above the Insurance Proceeds received by Tenant and/or Tenant and the City (as named payees) as a result of the April 9, 2008 Casualty Event (the Insurance Proceeds and the Additional Amount being referred to herein together as "Tenant's Capital Requirement");

(v) No later than ten (10) days following the earlier of (a) the end of the Repair and Inspection Period and the (b) date of the last of the Certificate of Occupancy and the Conformance Certification (as defined below) to be issued, Tenant shall present evidence to Landlord (to the Landlord's satisfaction) that Tenant has expended at least the Tenant's Capital Requirement to construct the Building Improvements. Such evidence shall include true and correct copies of all receipts or other documents or records indicating the nature of the construction work performed, the cost thereof and the amount paid for such construction work.

(vi) Tenant shall not, at the time of the issuance of the notice described in subsection B.2.of this Section 2, have violated any provision of the Ground Lease (including the provisions of this Third Amendment), or be in default of any provision of the Ground Lease (and including the provisions of this Third Amendment) beyond any applicable cure period.

For the purposes hereof, the Building Improvements shall be deemed completed upon the issuance of a certificate of occupancy by the Town of Addison for such Building Improvements (if the same is required by the Town of Addison) ("Certificate of Occupancy"), and a certification (in form and content acceptable to Landlord) by Tenant's architect or inspecting engineer (who must be duly authorized and licensed or registered to practice architecture and/or engineering, as the case may be, in and by the State of Texas) that the Building Improvements have been completed in conformance with the Plans and Specifications and with all applicable federal, state, and local laws, statutes, ordinances, codes, rules, regulations, orders, and standards (the "Conformance Certification").

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

3. If, however, Landlord determines that Tenant has failed to fully, finally and timely comply with and satisfy to Landlord's satisfaction all of the conditions and provisions of Section 2.B.1., above, Landlord shall deliver to Tenant written notice of its failure to comply with and satisfy all the conditions and provisions of Section 2.B.1 and if said conditions and provisions remain unresolved and not so complied with and so satisfied, in the sole discretion of Landlord, for more than thirty (30) days after said notice the Second Lease Extension Period shall not be granted and shall not take effect, and the Term of the Ground Lease shall end on June 30, 2032 (subject to the termination provisions of the Ground Lease).

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

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

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

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

As set forth in Section 2.B.1 of the Third Amendment to this Ground Lease, Tenant intends to complete the restoration, repair and replacement of the Damaged Facilities and the construction of the New Improvements (together with the existing building improvements on the demised premises, the Damaged Facilities and, the New Improvements shall hereinafter constitute the "Improvements" or "Building Improvements") in accordance with the terms of this Lease, as amended and modified. All construction on or within the demised premises of any kind or nature whatsoever shall be strictly in accordance with plans and specifications submitted by Tenant to Landlord for Landlords' review and consideration of approval, and such construction shall be performed in a first class, workmanlike manner and in compliance with all applicable building codes, standards and ordinances. Such plans and specification shall be prepared by an architect and/or engineer duly authorized and licensed or registered to practice architecture and/or engineering, as the case may be, in and by the State of Texas.

Tenant agrees to promptly pay and discharge all costs, expenses, claims for damages (including, without limitation, consequential damages) or injury (including, without limitation, claims for personal injury or death, or property damage or destruction, or economic loss), or any other harm, penalties, fines, liens and any and all other liabilities and obligations which arise in connection with any such construction, and **Tenant shall DEFEND, INDEMNIFY, and HOLD HARMLESS Landlord and Airport Manager, and their respective officials, officers, employees and agents, from and against any and all such costs, expenses, claims, suits, proceedings, damages, penalties, fines liens, liabilities, and obligations without limitation, INCLUDING SUCH COSTS, EXPENSES, CLAIMS, SUITS, PROCEEDINGS, DAMAGES, PENALTIES, FINES, LIENS LIABILITIES, AND OBLIGATIONS WHICH ARE CAUSED BY, ARISE OUT OF, OR RESULT FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LANDLORD OR MANAGER (OR THEIR RESPECTIVE OFFICIALS, OFFICER, EMPLOYEES, AND AGENTS), OR ANY ACT OR OMISSION BY LANDLORD OR MANAGER (OR THEIR RESPECTIVE OFFICIALS, OFFICER, EMPLOYEES, AND AGENTS) THAT GIVES RISE TO STRICT LIABILITY OF ANY KIND.** Except as provided for in this Lease, Tenant may not construct, locate, install, place or erect any other improvements upon the Leased Premises without the prior written consent of Landlord. It is expressly understood and agreed that Tenant's construction of any building or other improvements shall include the finish-out of such building and improvements in accordance with the plans and specifications for the finish-out of the building or other improvements as submitted by Tenant to Landlord and approved in writing by Landlord. Landlord's approval of any plans and specifications does not impose on Landlord any responsibility whatsoever, including, without limitation, any responsibility for the conformance of the plans and specifications with any governmental laws, regulations, standards, building or other codes, and the like, for which Tenant and its contractors shall have full and complete responsibility and liability.

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

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

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

7. Acceptance of Demised Premises: Tenant acknowledges that Tenant has fully inspected the demised premises and accepts the demised premises as suitable for the

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

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

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

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

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

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

21. Indemnity and Exculpation and Release.

A. **Exculpation. The Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas (both in their official and private capacities), and the Airport Manger, and the owners, officers, employees, and representatives of the Airport Manager, shall not be liable to Tenant or to Tenant's employees, agents, servants, customers, invitees, tenants, licensees, concessionaires, contractors, subcontractors, or to any other person whomsoever, for any death or injury to persons or damage to or destruction of property or any other harm on or about the demised premises or any adjacent area owned by Landlord caused by or resulting from any act or omission of Tenant, Tenant's employees, agents, servants, customers, invitees, tenants, licensees, concessionaires, contractors, subcontractors, or any other person entering the demised premises under express or implied invitation of Tenant, or arising out of the use or occupation of the demised premises by Tenant, its employees, agents, servants, customers, invitees, tenants, licensees, concessionaires, contractors, or subcontractors and/or the conduct of Tenant's business thereon, or arising out of any breach or default by Tenant in the performance of Tenant's obligations**

hereunder; and Tenant hereby agrees to and shall DEFEND, INDEMNIFY, AND HOLD HARMLESS the Town of Addison, Texas and all of the Addison Persons, and the Airport Manager and all of the Manager Persons (as the terms "Addison Persons" and "Manager Persons" are defined in subsection B of this Section, below) from and against any and all liability, damages, costs, penalties, suits, judgments, losses, expenses or claims arising out of such damage, destruction, injury, death or harm.

B. TENANT'S INDEMNITY OBLIGATION. Tenant shall DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO LANDLORD), INDEMNIFY AND HOLD HARMLESS (i) the Town of Addison, Texas, and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas, individually or collectively, in both their official and private capacities (the Town of Addison, Texas, and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas each being an "Addison Person" and collectively the "Addison Persons") and (ii) Airport Manager and Airport Manager's owners, officers, employees and agents (Airport Manager and Airport Manager's owners, officers, employees and representatives each being a "Manager Person" and collectively the "Manager Persons"), from and against any and all claims, actions, proceedings, causes of action, demands, losses, harm, damages, penalties, fines, liabilities, expenses, lawsuits, judgments, costs, and fees (including reasonable attorney fees and court costs) of any kind and nature whatsoever made upon, incurred by, suffered by, or asserted against any Addison Person or any Manager Person, whether directly or indirectly, (collectively for purposes of this Section, "Damages"), that result from, relate to, or arise out of, in whole or in part, (i) any condition of the demised premises caused in whole or in part by Tenant or by any of Tenant's owners, directors, shareholders, partners, managers, officers, employees, agents, representatives, engineers, consultants, contractors, subcontractors, tenants, licensees, invitees, patrons, concessionaires, or any other person or entity for whom Tenant is legally responsible, and their respective owners, directors, shareholders, partners, officers, managers, employees, agents, representatives, engineers, consultants, contractors, subcontractors, tenants, licensees, invitees, patrons, and concessionaires, or any other person acting by or under the authority or with the permission of Tenant, Tenant's tenants, or any other person entering the demised premises under express or implied invitation of Tenant during the Lease Term (collectively, "Tenant Persons"), (ii) the demised premises becoming out of repair due to the fault of Tenant or any Tenant Persons, for any reason including by failure of equipment, pipes, or wiring, or broken glass, or by the backing up of drains, or by gas, water, steam, electricity or oil leaking, escaping or flowing into the demised premises, regardless of the source, or by dampness or by fire, explosion, falling plaster or ceiling, (iii) representations or warranties by Tenant under this Lease, and/or (iv) any act or omission of Tenant or any Tenant Persons under, in connection with, or in the performance of, this Lease. SUCH DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SHALL AND DOES INCLUDE DAMAGES ALLEGED OR FOUND TO HAVE BEEN CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE TOWN OF ADDISON, TEXAS, ANY ADDISON

PERSON, THE AIRPORT MANAGER, OR ANY MANAGER PERSON, OR BY ANY ACT OR OMISSION BY THE TOWN OF ADDISON, TEXAS, ANY ADDISON PERSON, THE AIRPORT MANAGER, OR ANY MANAGER PERSON THAT GIVES RISE TO STRICT LIABILITY OF ANY KIND. Despite the full indemnity given herein, under no circumstances shall Tenant indemnify or have any duty to indemnify Landlord for any Damages found to have been caused by the sole negligence of any Addison Person.

Tenant shall promptly advise Landlord in writing of any claim or demand against any Addison Person, Manager Person, or Tenant related to or arising out of Tenant's activities under this Lease and shall see to the investigation and defense of such claim or demand at Tenant's sole cost and expense. The Addison Persons and Manager Persons, as the case may be, shall have the right, at the Addison Persons' or Manager Persons' (as the case may be) option and at own expense, to participate in such defense without relieving Tenant of any of its obligations hereunder.

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

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

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

Section 21.1. Environmental Compliance.

A. Tenant shall not install, store, use, treat, transport, discharge or dispose (or permit, allow, or acquiesce in the installation, storage, use, treatment, transportation, discharge or disposal by Tenant's owners, directors, shareholders, partners, managers, officers, employees, agents, representatives, engineers, consultants, contractors, subcontractors, tenants, licensees, invitees, patrons, concessionaires, or any other person or entity for whom Tenant is legally responsible, and/or their respective owners, directors, shareholders, partners, officers, managers, employees, agents, representatives, engineers,

consultants, contractors, subcontractors, tenants, licensees, invitees, patrons, and concessionaires) on the demised premises or any portion of the common facilities (described in Paragraph 17), any: (a) asbestos in any form; (b) urea formaldehyde foam insulation; (c) transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of 50 parts per million; or (d) any other chemical, material, air pollutant, toxic pollutant, waste, or substance which is regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by the Resource Conservation Recovery Act (42 U.S.C. §6901, et seq., as amended or superseded), the Comprehensive and Environmental Response Compensation and Liability Act (42 U.S.C. §9601, et seq, as amended or superseded), the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act, and/or the Clean Water Act or any other federal, state, county, regional, local or other governmental authority law, rule, regulation, order, standard, permit, directive or policy, or which, even if not so regulated may or could pose a hazard to the health and safety of the occupants of the demised premises and/or any portions of the common facilities, and which is either: (i) in amounts in excess of that permitted or deemed safe under any applicable law, rule, regulation, order, standard, permit, directive or policy, or (ii) in any manner prohibited or deemed unsafe under applicable law, rule, regulation, order, standard, permit, directive or policy. (The substances referred to in (a), (b), (c) or (d) herein are collectively referred to hereinafter as "Hazardous Materials").

B. Cleanup Laws; **Tenant's Indemnity Obligation**.

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

portion of the common facilities, as the case may be, and shall sign the affidavits promptly when requested to do so by Landlord.

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

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

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

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

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

Section 39. Force Majeure.

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

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

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

proceeds (if any) payable on account of such damage and/or destruction is sufficient for such purposes.

Tenant is not by this Third Amendment released, relieved, or otherwise discharged from such duty, responsibility, and obligation under the Ground Lease, and if Tenant fails to fully, finally and timely complete all of the Building Improvements as described in, and in accordance and compliance with, Section 2.B., above, of this Third Amendment, Tenant shall immediately following the expiration of the Repair and Improvement Period (but in any event no less than ten (10) days thereafter) initiate compliance with the provisions of Section 14 of the Ground Lease. Tenant's failure to timely initiate such compliance and to present proof thereof in form and content satisfactory to Landlord within twenty (20) days following the expiration of the Repair and Improvement Period, and/or Tenant's failure to complete the restoration, repair and replacement of any damaged and/or destroyed buildings, structures and equipment within ninety (90) days following the expiration of the Repair and Improvement Period, shall constitute a breach of or default under the Ground Lease by Tenant.

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

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

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

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

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

IN WITNESS WHEREOF, the undersigned parties execute this Agreement this 13 day of January, 2009

LANDLORD:	**TENANT:**
TOWN OF ADDISON, TEXAS	**TURBINE AIRCRAFT SERVICES, INC.**
By: _____	By: _____
Ron Whitehead, City Manager	Tom L. Berscheidt
ATTEST:	Its: President
By: _____	
Lea Dunn, City Secretary	

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on the 13th day of ~~January,~~ February 2009 by Ron Whitehead, City Manager for the Town of Addison, a Texas home-rule municipal corporation, on behalf of said municipal corporation.

MICHELE LOPER COVINO
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES 09-22-2009

Michele Loper Covino
Notary Public, State of Texas

Print Name: MICHELE LOPER COVINO

My commission expires: 09/22/09

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on the 21st day of January, 2009 by Tom L. Berscheidt, President, Turbine Aircraft Services, Inc., a Texas corporation, on behalf of said corporation.

CRAIG MICHAEL FAHNING
Notary Public, State of Texas
My Commission Expires
August 12, 2009

Craig Fahning
Notary Public, State of Texas

Print Name: Craig Fahning

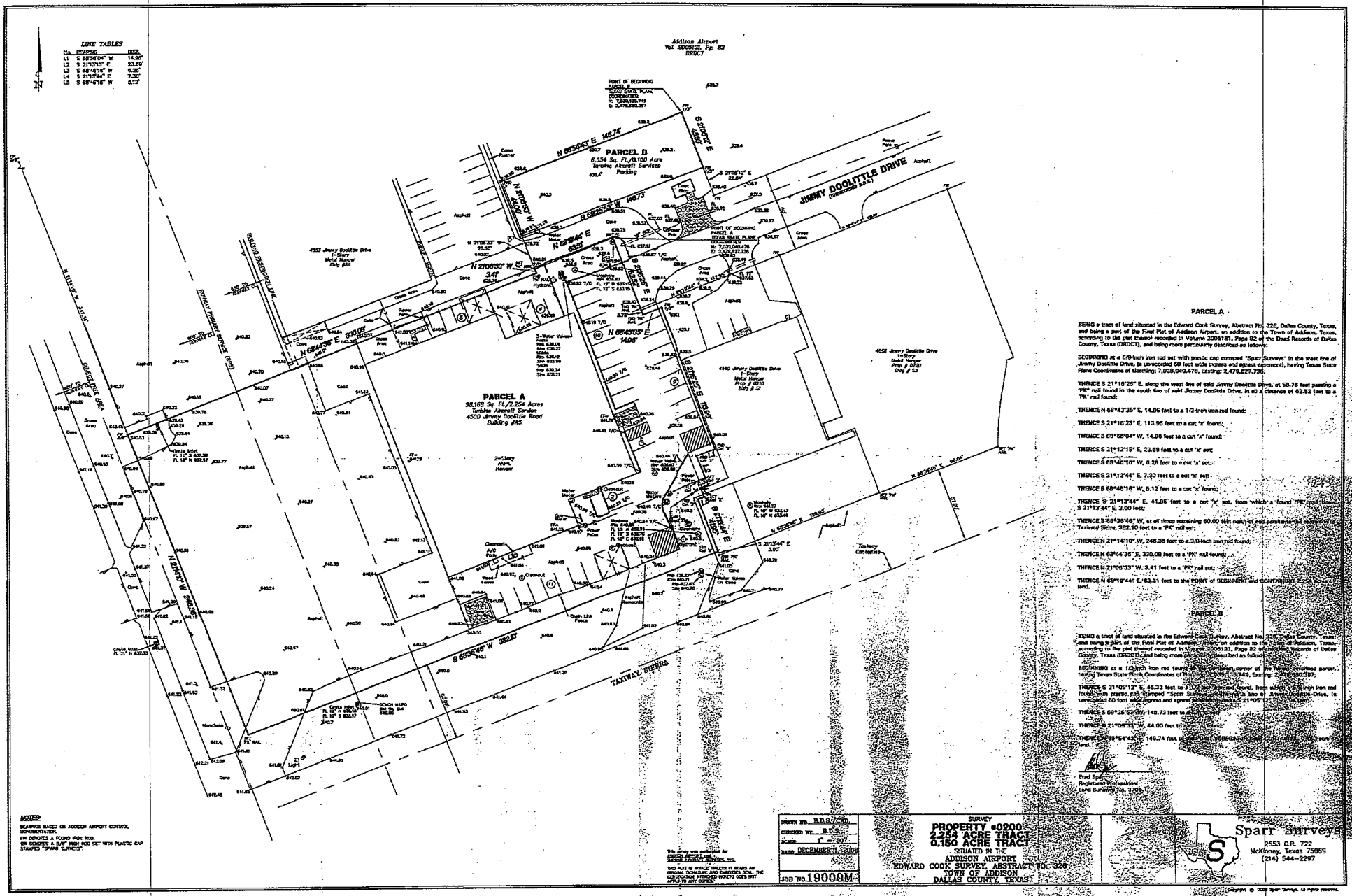
My commission expires: Aug 12, 2009

Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
01/22/2014 12:30:29 PM
$326.00

201400014985

EXHIBIT B

NEW PROPERTY SURVEY AND LEGAL DESCRIPTION OF DEMISED PREMISES


LINE TABLES
L1 S 68°58'04" W 14.96'
L2 S 21°13'15" E 23.89'
L3 S 68°46'16" W 6.26'
L4 S 21°13'44" E 7.30'
L5 S 68°46'16" W 5.12'
Addison Airport
Vol. 2006131, Pg. 82
DRDCT
PARCEL B
6,534 Sq. Ft./0.150 Acre
Turbine Aircraft Services
Parking
PARCEL A
98,163 Sq. Ft./2.254 Acres
Turbine Aircraft Service
4500 Jimmy Doolittle Road
Building #A5
JIMMY DOOLITTLE DRIVE
(VARIABLE WIDTH)
4553 Jimmy Doolittle Drive
1-Story
Metal Hangar
Bldg #A6
4650 Jimmy Doolittle Drive
1-Story
Metal Hangar
Bldg # 0220
4525 Jimmy Doolittle Drive
1-Story
Metal Hangar
Bldg # 0220
2-Story
Alum.
Hangar
TAXIWAY SIERRA
Taxiway Centerline
N 68°43'35" E 14.06'
N 68°58'04" W 14.96'
S 21°13'15" E 23.89'
S 68°46'16" W 6.26'
S 21°13'44" E 7.30'
S 68°46'16" W 5.12'
S 21°13'44" E 41.85'
S 21°13'44" E 3.00'
N 21°14'10" W 248.36'
N 68°44'36" E 330.08'
N 21°06'33" W 3.41'
N 68°19'44" E 63.31'
S 68°54'43" E 149.74'
S 21°06'33" E 44.00'
S 09°26'08" W 148.72'
S 21°05'12" E 45.33'
N 68°54'43" W 149.74'
N 21°06'33" W 57.00'
N 68°43'35" E 14.06'
S 21°18'25" E 113.96'
S 68°58'04" W 14.96'
S 21°12'15" E 23.89'
S 68°46'16" W 6.26'
S 21°13'44" E 7.30'
S 68°46'16" W 5.12'
S 21°13'44" E 41.85'
S 21°13'44" E 3.00'
N 68°44'36" E 330.08'
N 21°14'10" W 248.36

PARCEL A

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

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

THENCE S 21°16'26" E, along the west line of said Jimmy Doolittle Drive, at 58.76 feet passing a "PK" nail found in the south line of said Jimmy Doolittle Drive, in all a distance of 62.62 feet to a "PK" nail found;

THENCE N 68°43'36" E, 14.96 feet to a 1/2-inch iron rod found;

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

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

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

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

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

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

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

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

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

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

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

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

PARCEL B

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

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

THENCE S 21°05'12" E, 45.33 feet to a 1/2-inch iron rod found, from which a 5/8-inch iron rod found with plastic cap stamped "Sparr Surveys" in the north line of Jimmy Doolittle Drive, (a unrecorded 60 foot wide ingress and egress easement), bears S 21°05'12" E, 22.64 feet;

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

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

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

Brad Sparr
Registered Professional
Land Surveyor No. 3701

EXHIBIT C

DESCRIPTION OF THE "IMPROVEMENTS"

Site Plan SP-1 Progress Print dated 11-07-08

All construction drawings, specifications and respective change orders (the "Plans and Specifications") are hereby incorporated and made part of this Exhibit by reference.

Progress Print
11-07-08

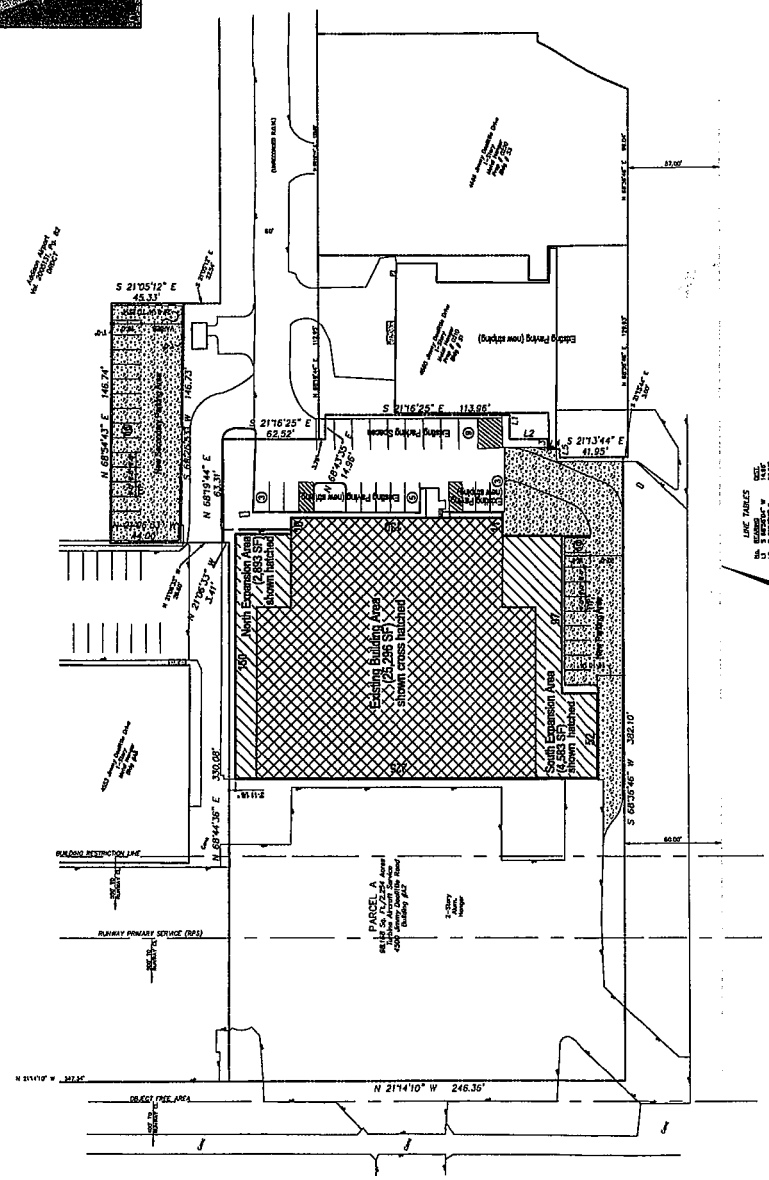
Aircraft Hangar/Offices Addition and Remodel for:
Turbine Aircraft Services, Inc.
4550 Jimmy Doolittle Drive Addison, Texas 75001

Phillip Morse, Architect
Addison Airport Suite 120
Addison, Texas 75001

Architecture+

Aerial of Existing

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



01 Preliminary Site Plan
1"=30'
0 15 30 60

Job No.	08069
Job Code	
Date	
Revisions	
No.	Date

Sheet SP-1

PRELIMINARY SITE PLAN

EXHIBIT C

STATE OF TEXAS §
§ SECOND AMENDMENT TO GROUND LEASE
COUNTY OF DALLAS §

This Second Amendment to Ground Lease (hereinafter referred to as the "Second Amendment") is entered into and effective as of April 16 2003, between the Town of Addison, Texas a municipal corporation (hereinafter sometimes referred to as the "Landlord"), and Turbine Aircraft Services, Inc., a Texas corporation ("Tenant").

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

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

WHEREAS, the Ground Lease was assigned by Hangar Six, Inc. to Turbine Aircraft Services, Inc. by that Assignment of Lease dated July 2, 2002 (a true and correct copy of which Assignment of Lease is attached hereto as Exhibit C and incorporated herein by this reference); and

WHEREAS, simultaneously with the said Assignment of Lease, Landlord and Tenant entered into an "Amendment to Ground Lease" dated July 2, 2002 (the "First Amendment"), which in part amended the demised premises of the Ground Lease to include as a part thereof certain additional areas depicted on Exhibit C to the First Amendment as Areas A, B, C and D (Areas B and C being areas for parking); and

WHEREAS, the parties desire for their mutual benefit to modify and reconfigure the said parking areas so that the tracts of land labeled E and F and described and depicted on Exhibit A attached hereto and incorporated herein by this reference shall be substituted in place of Areas B and C; and

WHEREAS, the tracts described on Exhibit C to the First Amendment as Areas A and D, and the tracts labeled E and F on Exhibit A attached hereto, have been surveyed and are more fully described as set forth in the said Exhibit A; and

WHEREAS, Landlord and Tenant agree that it is in the mutual best interest of Landlord and Tenant to remove from and add to the demised premises the tracts of land located at Addison Airport as described herein, and Landlord and Tenant desire to amend the Ground Lease and First Amendment in the manner set forth below.

NOW, THEREFORE, for an in consideration of the above and foregoing premises, the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration, the

sufficiency of which is hereby acknowledged, the Town of Addison, Texas and Turbine Aircraft Services, Inc. do hereby agree as follows:

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

Section 2. **Amendments and Modifications.** The Ground Lease, as amended by and together with the First Amendment, is hereby amended and modified as follows:

A. Amendment to Description of Demised Premises

1. The First Amendment amended the Ground Lease in part by amending the description of the demised premises as set forth in the Ground Lease to include as a part of the demised premises certain additional areas depicted on Exhibit C to the First Amendment as Areas A, B, C and D. The parties desire to further modify the description of the demised premises so that (a) Areas B and C of the said Exhibit C to the First Amendment are removed, and (b) those tracts of land labeled E and F as shown on Exhibit A attached hereto are added. Therefore, the demised premises as so modified shall be and are as set forth and described in Exhibit A attached hereto, which shall also serve as Exhibit A to the Ground Lease; provided, however, that the said demised premises and the lease thereof are subject to any and all currently existing title exceptions or other matters of record, or items or matters which are visible or apparent from an inspection, affecting the said premises.

Section 2. **No Other Amendments.** Except to the extent modified or amended herein, all other terms and obligations of the Ground Lease and First Amendment (including, without limitation, the Notes included on Exhibit C to the First Amendment) shall remain unchanged and in full force and effect.

Section 3. **Applicable Law; Venue.** In the event of any action under this Contract, 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 Second Amendment; 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 Second Amendment. All obligations of the parties created by this Second Amendment are performable in Dallas County, Texas.

Section 4. **No Third Party Beneficiaries.** This Second Amendment and each of its provisions are solely for the benefit of the parties hereto and are not intended to and shall not create or grant any rights, contractual or otherwise, to any third person or entity.

Section 5. **Authority to Execute.** The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Amendment on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

IN WITNESS WHEREOF, the undersigned parties execute this Agreement this 27th day of ~~April~~ May, 2003.

LANDLORD:

TOWN OF ADDISON, TEXAS

By: _____
Ron Whitehead, City Manager

ATTEST:

By: _____
Carmen Moran, City Secretary

TENANT:

TURBINE AIRCRAFT SERVICES, INC.

By: _____
Tom L. Berscheidt, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

AMENDMENT TO GROUND LEASE

This Amendment to Ground Lease (hereinafter referred to as the "Amendment") is entered into and effective as of July 2, 2002 between the Town of Addison, Texas a municipal corporation (hereinafter sometimes referred to as the "Landlord"), and Turbine Aircraft Services, Inc., a Texas corporation ("Tenant").

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

WHEREAS, the Ground Lease was assigned by Hangar Six, Inc. to Turbine Aircraft Services, Inc. by that Assignment of Lease dated _____, 2002 (see attached Exhibit B), and in connection with such Assignment of Lease, Landlord's consent thereto, Landlord's acknowledgment of a loan obtained by Tenant to acquire the leasehold interest in the Ground Lease, and for other purposes described herein, the parties hereto have agreed to amend the Ground Lease as set forth herein; and

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

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

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

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

Section 2. **Amendments and Modifications to Ground Lease.** The Ground Lease is hereby amended and modified by amending certain Paragraphs of the Ground Lease as set forth below, by stating and affirming certain terms in connection with the Ground Lease, and by adding additional provisions to the Ground Lease to read as follows:

A. Amendment to Description of Demised Premises; Rent.

1. The Ground Lease is hereby amended by amending the description of the demised premises which is set forth in Exhibit A to the Ground Lease so that the demised premises shall comprise the land described in Exhibit C to this Amendment (and the said Exhibit C to this Amendment shall be substituted for and serve as Exhibit A to the Ground Lease, subject to further substitution as set forth below), subject, however, to any and all currently existing title exceptions or other matters of record, or items or matters which are visible or apparent from an inspection, affecting the demised premises. Tenant, at its sole cost, at the time of Landlord's approval of the plans and specifications for the construction of the Phase I Improvements (as defined herein), shall obtain a current topographical survey of the demised premises by a registered surveyor. The survey shall be staked and pinned on the ground and shall show all buildings, other improvements, easements (including public recording information), encroachments, restrictions, rights-of-way, sidewalks, highway, streets, roads, and utilities serving the ~~property indicating size and location~~. Upon the Landlord's and Tenant's approval of the survey, it shall be substituted for and serve as the description of the demised premises (Exhibit A to the Ground Lease).

2. Rent for the demised premises as amended hereby shall be in an annual amount equal to the product of the number of square feet of the demised premises multiplied by $0.4686 per square foot, which rent is subject to adjustment as set forth in the Ground Lease. Without offset or deduction, rent shall be paid in advance in monthly installments on or before the first day of each calendar month, determined by dividing the annual rental amount by twelve (12). Landlord and Tenant agree that the rent rate of $0.4686 per square foot is the rent rate as adjusted in accordance with the Ground Lease since the commencement of the Ground Lease, and is subject to further and future adjustment as set forth in the Ground Lease (with the next such adjustment to be made in July, 2002).

B. Amendment to Paragraph 3. Paragraph 3 of the Ground Lease is hereby amended so that it shall hereafter read as follows:

"A. The term hereof shall commence on the earlier of July 1, 1984, or the first day of the first calendar month after Tenant completes the construction hereinbelow described and opens for business at the demised premises (the applicable date being hereinafter referred to as the "Commencement Date"), and shall end 360 months thereafter (subject, however, to the termination provisions of this Lease); provided, however, that any entry upon the demised premises by Tenant prior to the Commencement Date shall be subject to all of the terms and conditions hereof except that rental shall not accrue.

B. Notwithstanding subparagraph A. of this paragraph 3 and subject to the terms and conditions set forth below, this Lease shall be extended for an additional 216 months from the end of the term described in subparagraph A., so that this Lease shall end on June 30, 2032 (the "Lease Extension Period"); provided, however, that the Lease Extension Period shall become effective if, and only if, Tenant first fully complies with each of the following terms and conditions:

(i) On or before July 1, 2003:

(a) Tenant shall have completed upon the demised premises to the Landlord's satisfaction all of those certain improvements generally described as the "Phase I" improvements in that letter dated June 13, 2002 from Turbine Aircraft Services, Inc. attached hereto as Exhibit D (the "Phase I Improvements"), and including (without limitation) the completion of the construction of at least 10,000 square feet of additional (new) building, of which at least 1,300 square feet shall be clear span hangar space; and

(b) Tenant shall present evidence to Landlord (to the Landlord's satisfaction) that the construction value of the said Phase I Improvements exceeds $450,000.00. Such evidence shall include true and correct copies of all receipts or other documents or records indicating the nature of the construction work performed, the cost thereof and the amount paid for such construction work; and

(ii) On or before July 1, 2005:

(a) Tenant shall have completed upon the demised premises to the Landlord's satisfaction all of those certain improvements generally described as the "Phase II Improvements" in that letter dated June 13, 2002 from Turbine Aircraft Services, Inc. attached hereto as Exhibit D ("Phase II Improvements"); and

(b) Tenant shall present evidence to Landlord (to the Landlord's satisfaction) that the construction value of the said Phase II Improvements, when added together with the construction value of the Phase I Improvements, exceeds $550,000.00. Such evidence shall include true and correct copies of all receipts or other documents or records indicating the nature of the construction work performed, the cost thereof and the amount paid for such construction work; and

(iii) Tenant shall not, at the time of the issuance of the letter described in subparagraph E. of this paragraph 3, then be in default of any provision of this Lease beyond any applicable cure period.

C. For purposes of subparagraph B. of this paragraph 3, the Phase I Improvements and the Phase II Improvement shall be deemed completed upon the issuance by Landlord of a certificate of occupancy for such improvements (when a certificate of occupancy is required by law) and/or the issuance by Landlord of a letter stating that Landlord is satisfied that such improvements have been completed.

D. Tenant shall, prior to the construction of the Phase I Improvements and the Phase II Improvements or any other facilities or improvements on the Demised Premises, present to Landlord for Landlord's review and consideration of approval the plans and specifications for the construction of the Phase I Improvements and the

Phase II Improvements or any other improvements or facilities. For purposes of this subparagraph D., plans and specifications shall be approved by Landlord if such plans and specifications are approved by the City Manager of the Town of Addison, Texas or the City Manager's designee. All construction of the Phase I Improvements and the Phase II Improvements and any other facilities or improvements shall be strictly in accordance with the approved plans and specifications, and such construction shall be in a first class, workmanlike manner. 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 with any such construction.

E. Upon the final completion of the Phase I Improvements and the Phase II Improvements and the presentation of evidence satisfactory to Landlord of the value of the completed improvements, Landlord shall issue a letter to Tenant that the terms and conditions precedent to the Lease Extension Period as stated above have been fulfilled, and the Lease Extension Period shall thereafter be in effect. Such letter or letters shall be attached to and shall be made a part of this Lease. In the event the Phase I Improvements and the Phase II Improvements are not completed in accordance herewith, this Lease shall not be extended for the Lease Extension Period."

C. Amendment to Paragraph 6. Paragraph 6 is hereby amended so that it shall hereafter read as follows:

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

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

1 – Metal building 170' X 105' with enclosed offices and associated aircraft ramp and vehicle parking.

As set forth above in paragraph 3 of this Lease, Tenant further intends to construct the Phase I Improvements and the Phase II Improvements in accordance with the terms of this Lease. All construction shall be strictly in accordance with plans and specifications submitted by Tenant to Landlord for Landlords' review and consideration of approval, and such construction shall be performed in a first class, workmanlike manner and in compliance with all applicable building codes, standards and ordinances. Tenant agrees to promptly pay and discharge all costs, expenses, claims for damages, liens and any and all other liabilities and obligations which arise in connection with such construction. Except as provided for in this Lease, Tenant may not construct, locate, install, place or erect any other

improvements upon the Leased Premises without the prior written consent of Landlord. It is expressly understood and agreed that Tenant's construction of any building or other improvements shall include the finish-out of such building and improvements in accordance with the plans and specifications for the finish-out of the building or other improvements as agreed by Landlord and Tenant. Landlord's approval of any plans and specifications does not impose on Landlord any responsibility whatsoever, including, without limitation, any responsibility for the conformance of the plans and specifications with any governmental regulations, building codes, and the like, for which Tenant and its contractors shall have full and complete responsibility."

D. Amendment to Paragraph 7. Paragraph 7 is hereby amended so that it shall hereafter read as follows:

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

E. Amendment to Paragraph 8. Paragraph 8 is hereby amended so that it shall hereafter read as follows:

"8. Securing Governmental Approvals and Compliance with Law.

A. Tenant at Tenant's sole cost and expense shall obtain any and all governmental licenses, permits and approvals necessary for the construction of improvements and for the use and occupancy of the demised premises. Tenant shall comply at all times with all laws, ordinances, rules, regulations, directives, permits, or standards of any governmental authority, entity, or agency (including, without limitation, the Town of Addison, Texas, the Federal Aviation Administration, the Texas Department of Transportation, the United States Environmental Protection Agency, and the Texas Natural Resources Conservation Commission) applicable or related to, whether directly or indirectly, the use and occupation of the demised premises and whether in existence or hereafter enacted, adopted or imposed, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon, or connected with the demised premises, all at Tenant's sole cost and expense, and shall comply with and be subject to (and this Lease is made and entered into subject to) any and all grant agreement or grant assurances now existing or as hereafter agreed to, adopted or imposed.

Tenant agrees that any construction or modification of improvements on the demised premises will comply with all standards and rules published by the Landlord or by any person or entity authorized by Landlord to manage and/or operate the Airport ("Airport Manager"), including, but not limited to, the Airport's published "Construction/Maintenance Standards and Specifications," will comply with the Town of Addison building codes and zoning requirements or any other laws, ordinances, permits, rules, regulations, or policies of the Town of Addison, Texas, and will meet or exceed all applicable State and Federal standards, permits, laws, rules, or regulations. Tenant recognizes that the referenced Construction/Maintenance Standards and Specifications, Town of Addison building codes and zoning requirements and other laws, ordinances, permits, rules, regulations or policies, and all applicable State and Federal standards, laws, rules, or regulations may be modified or amended from time to time and that compliance will be measured by such standards in effect at the time of a particular construction or modification of improvements. Tenant will properly and timely submit to the Federal Aviation Administration ("FAA"), the Texas Department of Transportation (TxDOT), and any other governmental entity or agency having jurisdiction regarding to Addison Airport, a Notice of Proposed Construction, when and as required. Tenant further agrees that the Landlord shall be authorized at all times during any project of construction to enter upon the demised premises, and all parts thereof, in order to observe the performance of such construction, and Tenant agrees to provide the Landlord a construction schedule setting out the time of commencement, final completion and completion of significant elements of the construction, which schedule shall be delivered to Landlord prior to the start of any construction project on the demised premises. Failure of Tenant to observe and comply with the requirements of this Section 8 shall be an Event of Default.

B. Tenant shall comply with noise abatement standards at the Airport at all times and shall notify any aircraft operator using any portion of the demised premises of such standards."

F. Amendments to Paragraph 9. Paragraph 9, subparagraphs A., B. and E. of the Ground Lease are hereby amended so that they shall hereafter read as follows:

"A. Without the prior written consent of Landlord, Tenant shall have no power to and may not assign, pledge, transfer, or otherwise convey (together, "assign" or "assignment") this Lease or any rights or obligations of Tenant hereunder (except to a leasehold mortgagee as hereinbelow provided and in accordance with all of the terms and conditions of this Lease) or sublet the whole or any part of the demised premises, and any such assignment or any subletting shall be null and void and a cause for immediate termination of this Lease by Landlord. Any assignment or any subletting shall be expressly subject to all the terms and provisions of this Lease, including the provisions of paragraph 6 pertaining to the use of the demised premises. In the event of any assignment or any subletting, Tenant shall not assign Tenant's rights hereunder or sublet the demised 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 Lease (and Tenant shall provide a copy of such written agreement to Landlord). No such assignment or subletting shall constitute a novation. In the event of the occurrence of an event of default while the demised 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, transferee, pledgee, or person or entity to whom this Lease is otherwise conveyed or to such subtenant shall release Tenant from the payment or performance of Tenant's obligations hereunder. 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 demised premises.

Tenant may sublet a part of the demised premises (i) to Mitsubishi Heavy Industries America, Inc., (ii) to Hangar Six, Inc., (iii) to Tenant's affiliated companies of Turbine Aircraft Components, Inc., Turbine Aircraft Marketing, Inc., and West Texas Executive Leasing, Inc. (provided that such companies are either controlled by Tenant, or control Tenant ("Tenant's Parent"), or are controlled by Tenant's Parent (*control* for purposes of this subparagraph meaning 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), and (iv) to make short term rentals (less than 10 days) to various third parties; provided, however, that in making any such sublease, Tenant shall first comply with the provisions of this subparagraph A (including, without limitation, obtaining an agreement that a subtenant agrees to be bound by the terms of this Lease and that Tenant 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 demised premises."

"B. Tenant shall have the right to mortgage the leasehold estate of Tenant created hereby in order to secure a mortgage loan for the purpose of (i) obtaining funds for the construction of the improvements described in paragraph 6, or (ii) for other construction upon the demised premises approved from time to time by Landlord in writing, or (iii) for other purposes which may be approved from time to time by Landlord in writing. In the event that Tenant, pursuant to mortgages or deeds of trust, mortgages the leasehold estate of Tenant created hereby, the leasehold mortgagee shall in no event become personally liable to perform the obligations of Tenant under this Lease unless and until said mortgagee becomes the owner of the leasehold estate pursuant to foreclosure, transfer in lieu of foreclosure, or otherwise, and thereafter said leasehold mortgagee shall remain liable for such obligations only so long as such mortgagee remains the owner of the leasehold estate. Notwithstanding the foregoing, it is specifically understood and agreed that no such mortgaging by Tenant and/or any actions taken pursuant to the terms of such mortgage shall ever relieve Tenant of Tenant's obligation to pay the rental due hereunder and otherwise fully perform the terms and conditions of this Lease."

"E. Landlord further agrees to execute and deliver to any proposed leasehold mortgagee of Tenant a "Non-Disturbance Agreement" wherein Landlord agrees that Landlord will (i) recognize such mortgagee and its successors and assigns after foreclosure, or transfer in lieu of foreclosure, as Tenant hereunder, and (ii) continue to perform all of Landlord's obligations hereunder so long as such mortgagee or its successors and assigns performs all of the obligations of Tenant hereunder; provided, however, that notwithstanding the foregoing or any other provision of this Lease, such mortgagee shall and does not have the right and shall and does not have the power to assign, transfer, pledge or otherwise convey this Lease or sublet the whole or any part of the Demised Premises without the prior written approval of the Landlord, and any such assignment, transfer, pledge or other conveyance and any such subletting shall be null and void and a cause for immediate termination of this Lease by Landlord, it being the intent of this provision that such mortgagee shall have no greater right to assign, pledge, transfer or otherwise convey this Lease or to sublet the Demised Premises (or any portion thereof) than the Tenant has as set forth in Subparagraph B of this Paragraph 9. Landlord also agrees to reasonably consider the execution and delivery to such proposed leasehold mortgagee of any other documents which such proposed leasehold mortgagee may reasonably request concerning the mortgaging by Tenant of the leasehold estate created hereby; provided, however, that Landlord shall never be required to subordinate Landlord's interest in the demised premises to the mortgage of such proposed leasehold mortgage.

G. Amendment to Paragraph 10. Paragraph 10 of the Ground Lease is hereby amended so that it shall hereafter read as follows:

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

H. Amendment to Paragraph 11. Paragraph 11, subparagraph A. of the Ground Lease is hereby amended so that it shall hereafter read as follows:

"11. Maintenance and Repair of Demised Premises:

A. Tenant shall, throughout the term hereof, maintain in good repair and in a first class condition (in accordance with, among other things, any construction and/or maintenance standards and specification established by Landlord or Manager and all applicable ordinances, rules, regulations, standards, and permits of the Town of Addison, Texas) all the demised premises and all fixtures, equipment and personal property on the demised premises and keep them free from waste or nuisance and, at the expiration or termination of this Lease, deliver up the demised premises clean and free of trash and in good repair and condition, with all fixtures

and equipment situated in the demised premises in good working order, reasonable wear and tear excepted."

I. Amendment to Paragraph 13. Paragraph 13 of the Ground Lease is hereby amended so that it shall hereafter read as follows:

"13. Insurance: Tenant shall during the term hereof maintain at Tenant's sole cost and expense insurance relating to the demised premises as follows:

(i) Insurance against loss or damage to improvements by fire, lightning, and all other risks from time to time included under standard extended coverage policies, and sprinkler, vandalism and malicious mischief, all in amounts sufficient to prevent Landlord or Tenant from becoming co-insurers of any loss under the applicable policies but in any event in amounts not less than one hundred percent (100%) of the full insurable value of the demised premises and any and all improvements thereon. The term "full insurable value" as used herein means actual replacement value at the time of such loss. Upon request, such replacement value shall be determined by a qualified appraiser, a copy of whose findings shall be submitted to Landlord, and, therefore, proper adjustment in the limits of insurance coverage shall be effected.

(ii) Commercial General Liability insurance against claims for bodily injury, death or property damage or destruction occurring on, in or about the demised premises, with limits of liability of not less than $2,000,000.00 for each occurrence, CSL/$4,000,000.00 general aggregate. Coverage must include contractual liability.

(iii) Statutory limits of workers compensation insurance and employer's liability with limits of liability of not less than $1,000,000.00 each-occurrence each accident/$1,000,000.00 by disease each-occurrence/$1,000,000.00 by disease aggregate.

(iv) If applicable, boiler and pressure vessel insurance on all steam boilers, parts thereof and appurtenances attached or connected thereto which by reason of their use or existence are capable of bursting, erupting, collapsing, imploding or exploding, in the minimum amount of $500,000.00 for damage to or destruction of property resulting from such perils.

(v) Such other insurance on improvements in such amounts and against such other insurable hazard which at the time are commonly obtained in the case of property similar to such improvements.

(vi) Hangarkeepers Legal Liability insurance, at limits of $1,000,000.00 per-occurrence is required if Tenant is engaged in maintenance, repair, or servicing of aircraft belonging to a 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.

(vii) During any period of construction, a Builder's Risk Completed Value policy with an all risks endorsement.

(viii) Aircraft liability insurance against third party bodily injury or death and property damage or destruction at minimum limits required by regulatory agencies having jurisdiction at the Airport and which are acceptable to Landlord, but in any event not less than $1,000,000.00 each occurrence (applies to the ownership, operation or use of aircraft by Tenant or any subtenant).

All such policies of insurance shall (i) be issued by insurance companies acceptable to Landlord and authorized to do business in Texas and in the standard form approved by the Texas Department of Insurance, (ii) ~~name the Town of Addison,~~ Texas, and Manager and their respective officials, officers, employees and agents as additional insureds or loss payees, as the case may be, (iii) in all liability policies, provide that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of activities conducted hereunder, (iv) contain a waiver of subrogation endorsement in favor of the Town of Addison, Texas, and (v) provide for at least thirty (30) days written notice to the Town of Addison, Texas prior to cancellation, non-renewal or material modification which affects this Lease. Certificates of insurance (together with the declaration page of such policies, along with the endorsement naming the Town of Addison, Texas and the Manager as an additional insured), satisfactory to Landlord, evidencing all coverage above, shall be promptly delivered to Landlord and updated as may be appropriate, with complete copies of such policies furnished to the Landlord upon request. Landlord reserves the right to review the insurance requirements contained herein and to reasonably adjust coverages and limits when deemed necessary and prudent by Landlord."

J. Amendment to Paragraph 18. Paragraph 18 of the Ground Lease is hereby amended so that it shall hereafter read as follows:

"18. Rules and Regulations: Landlord has adopted Rules and Regulations (hereinafter referred to as the "Rules and Regulations") which shall govern Tenant in the use of the demised premises and all common facilities, a copy of which has been furnished to Tenant. The Rules and Regulations are incorporated by reference as if written verbatim herein, and Tenant agrees to comply fully at all times with the Rules and Regulations. Landlord shall have the right to amend, modify and alter the Rules and Regulations from time to time in a reasonable manner for the purpose of assuring the safety, welfare and convenience of Landlord, Tenant and all other tenants and customers of the Airport."

K. Amendment to Paragraph 19. Paragraph 19 of the Ground Lease is hereby amended so that it shall hereafter read as follows:

"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 operate

radio, communications, meteorological, aerial navigation and other equipment and facilities in or on the demised 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, rules, and regulations, including without limitation the Town of Addison's sign ordinance, 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)."

L. Amendment to Paragraph 21. Paragraph 21 of the Ground Lease is hereby amended so that it shall hereafter read as follows:

"21. Indemnity and Exculpation.

A. LANDLORD AND MANAGER, AND LANDLORD'S AND MANAGER'S OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS (BOTH IN THEIR OFFICIAL AND PRIVATE CAPACITIES) SHALL NOT BE LIABLE TO TENANT OR TO TENANT'S EMPLOYEES, AGENTS, SERVANTS, CUSTOMERS, INVITEES, SUBTENANTS, LICENSEES, CONCESSIONAIRES, CONTRACTORS, SUBCONTRACTORS, OR TO ANY OTHER PERSON WHOMSOEVER, FOR ANY DEATH OR INJURY TO PERSONS OR DAMAGE TO OR DESTRUCTION OF PROPERTY OR ANY OTHER HARM ON OR ABOUT THE DEMISED PREMISES OR ANY ADJACENT AREA OWNED BY LANDLORD CAUSED BY OR RESULTING FROM ANY ACT OR OMISSION OF TENANT, TENANT'S EMPLOYEES, AGENTS, SERVANTS, CUSTOMERS, INVITEES, SUBTENANTS, LICENSEES, CONCESSIONAIRES, CONTRACTORS, SUBCONTRACTORS, OR ANY OTHER PERSON ENTERING THE DEMISED PREMISES UNDER EXPRESS OR IMPLIED INVITATION OF TENANT, OR ARISING OUT OF THE USE OR OCCUPATION OF THE DEMISED PREMISES BY TENANT, ITS EMPLOYEES, AGENTS, SERVANTS, CUSTOMERS, INVITEES, SUBTENANTS, LICENSEES, CONCESSIONAIRES, CONTRACTORS, OR SUBCONTRACTORS AND/OR THE CONDUCT OF TENANT'S BUSINESS THEREON, OR ARISING OUT OF ANY BREACH OR DEFAULT BY TENANT IN THE PERFORMANCE OF TENANT'S OBLIGATIONS HEREUNDER; AND TENANT HEREBY AGREES TO AND SHALL DEFEND AND INDEMNIFY LANDLORD AND MANAGER, AND LANDLORD'S AND MANAGER'S RESPECTIVE OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS AGAINST, AND HOLD LANDLORD AND MANAGER, AND LANDLORD'S AND MANAGER'S RESPECTIVE OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM ANY AND ALL LIABILITY, DAMAGES, COSTS, PENALTIES, LOSS, EXPENSE OR CLAIMS ARISING OUT OF SUCH DAMAGE, DESTRUCTION, INJURY, DEATH OR HARM.

B. TENANT AGREES TO AND SHALL DEFEND (WITH COUNSEL ACCEPTABLE TO LANDLORD) AND INDEMNIFY LANDLORD AND MANAGER, AND LANDLORD'S AND MANAGER'S RESPECTIVE OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS (BOTH IN THEIR OFFICIAL AND PRIVATE CAPACITIES) (TOGETHER, FOR PURPOSES OF THIS SUBPARAGRAPH, "INDEMNIFIED PERSONS") AGAINST, AND HOLD THE INDEMNIFIED PERSONS HARMLESS FROM, ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, LOSSES, HARM, DAMAGES, PENALTIES, LIABILITY, EXPENSES, LAWSUITS, JUDGMENTS, COSTS, AND FEES (INCLUDING REASONABLE ATTORNEY FEES AND COURT COSTS), ASSERTED BY ANY PERSON OR ENTITY ON ACCOUNT OF OR FOR ANY INJURY TO OR THE DEATH OF ANY PERSON, OR ANY DAMAGE TO OR DESTRUCTION OF ANY PROPERTY, OR ANY OTHER HARM FOR WHICH DAMAGES OR ANY OTHER FORM OF RECOVERY IS SOUGHT (WHETHER AT LAW OR IN EQUITY), RESULTING FROM, BASED UPON, OR ARISING OUT OF, IN WHOLE OR IN PART, ANY CONDITION OF THE DEMISED PREMISES OR ANY ACT OR OMISSION OF TENANT, ITS OFFICERS, EMPLOYEES, AGENTS, ENGINEERS, CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, INVITEES, OR ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY EMPLOYED BY OR ACTING UNDER TENANT, UNDER, IN CONNECTION WITH, OR IN THE PERFORMANCE OF, THIS LEASE. TENANT'S DUTY TO DEFEND, INDEMNIFY AND HOLD HARMLESS HEREUNDER SHALL APPLY WITHOUT REGARD TO WHETHER ANY ACT, ERROR, OMISSION, OR NEGLECT OF LANDLORD OR MANAGER WOULD OTHERWISE HAVE MADE THEM JOINTLY NEGLIGENT OR LIABLE FOR SUCH DAMAGE, INJURY OR HARM, EXCEPTING ONLY THAT TENANT SHALL NOT BE OBLIGATED TO SO DEFEND, INDEMNIFY AND HOLD HARMLESS LANDLORD AND MANAGER IF SUCH DAMAGE, INJURY OR HARM IS DUE TO THE SOLE NEGLIGENCE OF LANDLORD OR MANAGER.

C. LANDLORD AND MANAGER, AND LANDLORD'S AND MANAGER'S OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES (BOTH IN THEIR OFFICIAL AND PRIVATE CAPACITIES) SHALL BE DEFENDED, INDEMNIFIED AND HELD HARMLESS BY AND NOT BE LIABLE TO TENANT FOR ANY DEATH OR INJURY TO ANY PERSON OR PERSONS OR DAMAGE TO OR DESTRUCTION OF PROPERTY OF ANY KIND RESULTING FROM THE DEMISED PREMISES BECOMING OUT OF REPAIR OR BY DEFECT IN OR FAILURE OF EQUIPMENT, PIPES, OR WIRING, OR BROKEN GLASS, OR BY THE BACKING UP OF DRAINS, OR BY GAS, WATER, STEAM, ELECTRICITY OR OIL LEAKING, ESCAPING OR FLOWING INTO THE DEMISED PREMISES, REGARDLESS OF THE SOURCE, OR BY DAMPNESS OR BY FIRE, EXPLOSION, FALLING PLASTER OR CEILING OR FOR ANY OTHER REASON WHATSOEVER. LANDLORD AND MANAGER, AND

LANDLORD'S AND MANAGER'S OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES, SHALL NOT BE LIABLE TO TENANT FOR ANY LOSS OR DAMAGE THAT MAY BE OCCASIONED BY OR THROUGH THE ACTS OR OMISSIONS OF OTHER TENANTS OF LANDLORD OR CAUSED BY OPERATIONS IN CONSTRUCTION OF ANY PRIVATE, PUBLIC OR QUASI-PUBLIC WORK, OR OF ANY OTHER PERSONS WHOMSOEVER, EXCEPTING ONLY THE DULY AUTHORIZED AND RESPECTIVE AGENTS AND EMPLOYEES OF LANDLORD OR MANAGER, AS THE CASE MAY BE.

D. THE PROVISIONS OF THIS SECTION 21 SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS LEASE."

M. Addition of Paragraph 21.1. A new Paragraph 21.1 Lease is hereby to the Ground Lease to read as follows:

"Section 21.1. Environmental Compliance.

A. Tenant shall not install, store, use, treat, transport, discharge or dispose (or permit or acquiesce in the installation, storage, use, treatment, transportation, discharge or disposal by Tenant, its agents, employees, invitees, contractors, subcontractors, independent contractors, or subtenants) on the demised premises or any portion of the common facilities (described in Paragraph 17), any: (a) asbestos in any form; (b) urea formaldehyde foam insulation; (c) transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of 50 parts per million; or (d) any other chemical, material, air pollutant, toxic pollutant, waste, or substance which is regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by the Resource Conservation Recovery Act (42 U.S.C. §6901, et seq., as amended or superseded), the Comprehensive and Environmental Response Compensation and Liability Act (42 U.S.C. §9601, et seq, as amended or superseded), the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act, and/or the Clean Water Act or any other federal, state, county, regional, local or other governmental authority law, rule, regulation, standard, permit, directive or policy, or which, even if not so regulated may or could pose a hazard to the health and safety of the occupants of the demised premises and/or any portions of the common facilities, and which is either: (i) in amounts in excess of that permitted or deemed safe under applicable law; or (ii) in any manner prohibited or deemed unsafe under applicable law. (The substances referred to in (a), (b), (c) or (d) are collectively referred to hereinafter as "Hazardous Materials").

B. TENANT SHALL, AT TENANT'S OWN EXPENSE, COMPLY WITH ANY PRESENTLY EXISTING OR HEREAFTER ENACTED LAWS, RULES, REGULATIONS, STANDARDS, DIRECTIVES, PERMITS, OR NOTICES RELATING TO HAZARDOUS MATERIALS (COLLECTIVELY, "CLEANUP LAWS"). IN FURTHERANCE AND NOT IN LIMITATION OF THE FOREGOING, TENANT SHALL, AT TENANT'S OWN EXPENSE,

MAKE ALL SUBMISSIONS TO, PROVIDE ALL INFORMATION TO, AND COMPLY WITH ALL REQUIREMENTS OF THE APPROPRIATE GOVERNMENTAL AUTHORITY (THE "AUTHORITY") UNDER THE CLEANUP LAWS. SHOULD ANY AUTHORITY REQUIRE THAT A CLEANUP PLAN BE PREPARED AND THAT A CLEANUP BE UNDERTAKEN BECAUSE OF THE EXISTENCE OF HAZARDOUS MATERIALS WHICH WERE INSTALLED, STORED, USED, TREATED, TRANSPORTED, DISPOSED OF OR DISCHARGED ON THE DEMISED PREMISES AND/OR ANY PORTION OF THE COMMON FACILITIES (AS DESCRIBED IN PARAGRAPH 17) BY TENANT, TENANT'S OFFICERS, REPRESENTATIVES, AGENTS, EMPLOYEES, INVITEES, LICENSEES, CUSTOMERS, CONCESSIONAIRES, CONTRACTORS, SUBCONTRACTORS, ANY PERSON ACTING BY OR UNDER THE AUTHORITY OR WITH THE PERMISSION OF TENANT, SUBTENANTS, OR ANY OTHER PERSON ENTERING THE DEMISED PREMISES UNDER EXPRESS OR IMPLIED INVITATION OF TENANT DURING THE TERM OF THIS LEASE, TENANT SHALL, AT TENANT'S OWN COST AND EXPENSE, PREPARE AND SUBMIT THE REQUIRED PLANS AND FINANCIAL ASSURANCES AND CARRY OUT THE APPROVED PLANS IN ACCORDANCE WITH SUCH CLEANUP LAWS AND TO LANDLORD'S SATISFACTION. AT NO EXPENSE TO LANDLORD, TENANT SHALL PROMPTLY PROVIDE ALL INFORMATION REQUESTED BY LANDLORD FOR PREPARATION OF AFFIDAVITS OR OTHER DOCUMENTS REQUIRED BY LANDLORD TO DETERMINE THE APPLICABILITY OF THE CLEANUP LAWS TO THE DEMISED PREMISES AND/OR ANY PORTION OF THE COMMON FACILITIES, AS THE CASE MAY BE, AND SHALL SIGN THE AFFIDAVITS PROMPTLY WHEN REQUESTED TO DO SO BY LANDLORD. TENANT SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS LANDLORD AND MANAGER, AND LANDLORD'S AND MANAGER'S OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES (BOTH IN THEIR OFFICIAL AND PRIVATE CAPACITIES) FROM AND AGAINST, AND REIMBURSE LANDLORD FOR, ANY AND ALL OBLIGATIONS, DAMAGES, INJUNCTIONS, FINES, PENALTIES, DEMANDS, CLAIMS, COSTS, EXPENSES, ACTIONS, LIABILITIES, SUITS, PROCEEDINGS AND LOSSES OF WHATEVER NATURE (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COURT COSTS), AND ALL CLEANUP OR REMOVAL COSTS AND ALL ACTIONS OF ANY KIND ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE INSTALLATION, STORAGE, USE, TREATMENT, TRANSPORTING, DISPOSAL OR DISCHARGE OF HAZARDOUS MATERIALS IN OR ON THE DEMISED PREMISES AND/OR ANY PORTION OF THE COMMON FACILITIES BY TENANT, TENANT'S OFFICERS, REPRESENTATIVES, AGENTS, EMPLOYEES, INVITEES, LICENSEES, CUSTOMERS, CONCESSIONAIRES, CONTRACTORS, SUBCONTRACTORS, ANY PERSON ACTING BY OR UNDER THE AUTHORITY OR WITH THE PERMISSION OF TENANT, SUBTENANTS, OR ANY OTHER PERSON

ENTERING THE DEMISED PREMISES UNDER EXPRESS OR IMPLIED INVITATION OF TENANT DURING THE LEASE TERM; AND FROM ALL FINES, SUITS, PROCEDURES, CLAIMS AND ACTIONS OF ANY KIND ARISING OUT OF TENANT'S (OR TENANT'S OFFICERS, REPRESENTATIVES, AGENTS, EMPLOYEES, INVITEES, LICENSEES, CUSTOMERS, CONCESSIONAIRES, CONTRACTORS, SUBCONTRACTORS, ANY PERSON ACTING BY OR UNDER THE AUTHORITY OR WITH THE PERMISSION OF TENANT, SUBTENANTS, OR ANY OTHER PERSON ENTERING THE DEMISED PREMISES UNDER EXPRESS OR IMPLIED INVITATION OF TENANT) FAILURE TO PROVIDE ALL INFORMATION, MAKE ALL SUBMISSIONS AND TAKE ALL STEPS REQUIRED BY THE AUTHORITY UNDER THE CLEANUP LAWS OR ANY OTHER LAW (ENVIRONMENTAL OR OTHERWISE). TENANT'S OBLIGATIONS AND LIABILITIES UNDER THIS SUBPARAGRAPH SHALL CONTINUE (AND SURVIVE THE TERMINATION OR EXPIRATION OF THIS LEASE) SO LONG AS THERE MAY BE HAZARDOUS MATERIALS AT THE DEMISED PREMISES AND/OR ANY PORTION OF THE COMMON FACILITIES, THAT WERE INSTALLED, STORED, USED, TREATED, TRANSPORTED, DISPOSED OF OR DISCHARGED DURING THE LEASE TERM BY TENANT, OR TENANT'S OFFICERS, REPRESENTATIVES, AGENTS, EMPLOYEES, INVITEES, LICENSEES, CUSTOMERS, CONCESSIONAIRES, CONTRACTORS, SUBCONTRACTORS, ANY PERSON ACTING BY OR UNDER THE AUTHORITY OR WITH THE PERMISSION OF TENANT, SUBTENANTS, OR ANY OTHER PERSON ENTERING THE DEMISED PREMISES UNDER EXPRESS OR IMPLIED INVITATION OF TENANT. IN ADDITION TO AND NOT IN LIMITATION OF LANDLORD'S OTHER RIGHTS AND REMEDIES, TENANT'S FAILURE TO ABIDE BY THE TERMS OF THIS SECTION SHALL BE RESTRAINABLE BY INJUNCTION.

C. Tenant shall promptly supply Landlord 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, or any other local, state or federal authority that requires submission of any information concerning environmental matters or Hazardous Materials.

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

N. Amendment to Paragraph 22. Paragraph 22 of the Ground Lease is hereby amended so that it shall hereafter read as follows:

"22. Default by Tenant: The following events shall be deemed to be events 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, or insurance premiums, or any other payment or sum which Tenant is to make under this Lease, on the date that same is due and such failure shall continue for a period of ten (10) days after the date on which such payment is to be made.

B. Failure of Tenant to comply with any term, condition or covenant of this Lease, other than the payment of rent or the payment of taxes, utilities or insurance premiums, or other payment Tenants is to make under this Lease, as set forth in subparagraph A. of this paragraph 22, and such failure shall not be cured within thirty (30) days after written notice thereof to Tenant (and if such failure cannot reasonably be cured with the said thirty (30) period, Tenant may, with Landlord's prior written consent (which consent shall not be unreasonably withheld), have such additional reasonable time (as agreed upon by Landlord and Tenant) to cure such default, provided that Tenant pursues such cure with all due diligence).

C. Insolvency, the making of a transfer in fraud of creditors, or the making of an assignment for the benefit of creditors by Tenant or any guarantor of Tenant's obligations.

D. Filing of a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof by Tenant or any guarantor of Tenant's obligations, or adjudication as a bankrupt or insolvent in proceedings filed against Tenant or such guarantor.

E. Appointment of a receiver or trustee for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations.

F. Abandonment by Tenant for a period of thirty (30) days of any substantial portion of the demised premises or cessation of use of the demised premises for the purpose leased."

O. Amendment to Paragraph 26. Paragraph 26 of the Ground Lease is hereby amended so that it shall hereafter read as follows:

"26. Title to Improvements: Any and all improvements on the demised premises 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 and trade fixtures owned by Tenant from the demised premises, but Tenant shall be required to repair any damage to the demised 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 from the demised premises and restore the demised premises to the condition in which the same existed on the 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. Upon such termination

or expiration, Tenant shall deliver the demised premises to Landlord in good condition, reasonable wear and tear excepted, and shall, at Landlord's request, execute a recordable instrument evidencing the termination or expiration of this Lease and stating the termination or expiration date."

P. Amendment to Paragraph 27. Paragraph 28 of the Ground Lease is hereby amended so that it shall hereafter read as follows:

"27. Mechanics' and Materialmen's Liens; Landlord's Lien:

A. Tenant agrees to indemnify and hold Landlord harmless of and from all liability arising out of the filing of any mechanics' or materialmen's liens against the demised premises by reason of any act or omission of Tenant or anyone claiming 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 37 as additional rent; provided, however, that Landlord shall not so satisfy such liens until fifteen (15) days after written notification to Tenant of Landlord's intention to do so and Tenant's failure during such fifteen (15) day period to bond such liens or escrow funds with appropriate parties to protect Landlord's interest in the demised premises.

B. **TENANT HEREBY GRANTS TO LANDLORD A CONTINUING SECURITY INTEREST TO SECURE PAYMENT OF ALL RENT AND OTHER SUMS OF MONEY COMING DUE HEREUNDER FROM TENANT, AND TO SECURE PAYMENT OF ANY DAMAGES OR LOSS WHICH LANDLORD MAY SUFFER BY REASON OF THE BREACH BY TENANT OF ANY COVENANT, AGREEMENT, OR CONDITION CONTAINED HEREIN, UPON ALL GOODS, WARES, EQUIPMENT, FIXTURES, FURNITURE, IMPROVEMENTS AND OTHER PERSONAL PROPERTY OF TENANT PRESENTLY OR WHICH MAY HEREAFTER BE SITUATED ON THE LEASED PREMISES, AND ALL PROCEEDS THEREFROM ("COLLATERAL"). TENANT WILL NOT REMOVE, OR ALLOW OTHERS TO REMOVE, ANY OF SUCH COLLATERAL FROM THE LEASED PREMISES WITHOUT LANDLORD'S PRIOR WRITTEN CONSENT; BUT TENANT MAY REMOVE COLLATERAL IN THE ORDINARY COURSE OF BUSINESS BEFORE A DEFAULT. IF A DEFAULT OCCURS, LANDLORD WILL BE ENTITLED TO EXERCISE ANY OR ALL RIGHTS AND REMEDIES UNDER THE UNIFORM COMMERCIAL CODE OR OTHERWISE PROVIDED IN THIS LEASE OR BY LAW. IN ADDITION TO ANY OTHER REMEDIES PROVIDED IN THIS LEASE OR BY LAW OR EQUITY, IN THE EVENT OF DEFAULT, LANDLORD MAY ENTER THE LEASED PREMISES AND TAKE POSSESSION OF ANY AND ALL GOODS, WARES, EQUIPMENT, FIXTURES, FURNITURE, IMPROVEMENTS AND OTHER PERSONAL PROPERTY OF TENANT SITUATED UPON THE LEASED PREMISES WITHOUT LIABILITY FOR TRESPASS OR CONVERSION. LANDLORD MAY SELL THE SAME AT A PUBLIC OR PRIVATE SALE, WITH OR**

WITHOUT HAVING SUCH PROPERTY AT THE SALE, AFTER GIVING TENANT REASONABLE NOTICE AS TO THE TIME AND PLACE OF THE SALE. AT SUCH SALE, LANDLORD OR ITS ASSIGNS MAY PURCHASE THE PROPERTY UNLESS SUCH PURCHASE IS OTHERWISE PROHIBITED BY LAW. UNLESS OTHERWISE PROVIDED BY LAW, THE REQUIREMENT OF REASONABLE NOTICE SHALL BE MET IF SUCH NOTICE IS GIVEN TO TENANT AT THE ADDRESS HEREAFTER PRESCRIBED AT LEAST FIFTEEN (15) DAYS PRIOR TO THE TIME OF THE SALE. THE PROCEEDS OF ANY SUCH DISPOSITION, LESS ALL EXPENSES CONNECTED WITH THE TAKING OF POSSESSION AND SALE OF THE PROPERTY, INCLUDING A REASONABLE ATTORNEY'S FEE, SHALL BE APPLIED AS A CREDIT AGAINST THE INDEBTEDNESS SECURED BY THE SECURITY INTEREST GRANTED IN THIS PARAGRAPH. ANY SURPLUS SHALL BE PAID TO TENANT AND TENANT SHALL PAY ANY DEFICIENCIES UPON DEMAND. UPON REQUEST BY LANDLORD, TENANT WILL EXECUTE AND DELIVER TO LANDLORD A FINANCING STATEMENT IN A FORM SUFFICIENT TO PERFECT THE SECURITY INTEREST OF THE LANDLORD IN THE AFOREMENTIONED PROPERTY AND THE PROCEEDS THEREOF UNDER THE PROVISION OF THE UNIFORM COMMERCIAL CODE IN FORCE IN THE STATE OF TEXAS, AND TENANT IRREVOCABLY APPOINTS LANDLORD AS TENANT'S ATTORNEY-IN-FACT TO SIGN AND DELIVER A FINANCING STATEMENT TO LANDLORD IF TENANT FAILS OR REFUSES TO DO SO. THIS POWER-OF-ATTORNEY IS COUPLED WITH AN INTEREST. ANY STATUTORY LIEN FOR RENT IS NOT WAIVED; THE SECURITY INTEREST HEREIN GRANTED IS IN ADDITION AND SUPPLEMENTARY THERETO."

C. Notwithstanding anything to the contrary, in exercising Landlord's rights under this paragraph 27, Landlord shall not be entitled to take possession of or withhold Tenant's right to possess Tenant's business records, books, written or printed material, and computers, or to violate the quality control conceming aircraft parts and aircraft records which are located in a clearly marked secured area.

Q. Amendment to Paragraph 28. Paragraph 28 of the Ground Lease is hereby amended so that it shall hereafter read as follows:

"28. Title. Tenant accepts the demised premises subject to: (i) the Base Lease; (ii) the Rules and Regulations; (iii) easements and rights-of way and (iv) zoning ordinances and other ordinances, laws, statutes or regulations now in effect or hereafter promulgated by any governmental authority having jurisdiction over the demised premises (including, without limitation, the City, the Federal Aviation Administration, and the Texas Department of Transportation), and (v) any and all grant agreements or assurances regarding the Airport whether now in effect or hereafter agreed to or imposed."

R. Amendment to Paragraph 29. Paragraph of the Ground Lease is hereby amended so that it shall hereafter read as follows:

"29. Quiet Enjoyment and Subordination: Landlord covenants, represents and warrants that Landlord has full right and power to execute and perform this Lease and to grant the estate demised herein, and that Tenant, upon payment of the rents herein reserved, and performance of the terms, conditions, covenants and agreements herein contained, shall (subject to all of the terms and conditions of this Lease) peaceably and quietly have, hold and enjoy the demised 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 demised 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 or other lien now existing or hereafter placed on the demised premises or to declare this Lease prior and superior to any mortgage, deed of trust or other lien now existing or hereafter placed on the demised premises; provided, however, any such subordination shall be upon the express conditions that (i) this Lease shall be recognized by the mortgagee and that all of the rights of Tenant shall remain in full force and effect during the full term of this Lease on condition that Tenant attorn to the mortgagee, its successors and assigns, and perform all of the covenants and conditions required by the terms of this Lease, and (ii) in the event of foreclosure or any enforcement of any such mortgage, 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 hereunder and attorn to the purchaser. Tenant also agrees upon demand to execute further instruments declaring this Lease prior and superior to any mortgage, deed of trust or other lien and specifically providing that this Lease shall survive the foreclosure of such mortgage, deed of trust or other lien."

S. Addition of Paragraph 37.1. A new Paragraph 37.1 Lease is hereby to the Ground Lease to read as follows:

37.1. Special Events: Landlord may sponsor certain special events, including, but not limited to, air shows, to be conducted on portions of the Airport, which may limit or obstruct access to the demised 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 invitees, or concessionaires of Tenant and on behalf of any other party claiming any right to use the demised 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 demised premises and/or to the Airport (and such use for Special Events may preclude Tenant's use of all Airport facilities, except that Tenant will continue to have vehicular (excluding any aircraft) access to the demised premises from roadways outside of 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 demised 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 Section are intended and shall be construed to be as broad and inclusive as possible under the laws of the State of Texas; and (v) agrees that if any portion of this Section 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."

T. Amendment to Paragraph 48. Paragraph 48 of the Ground Lease is hereby amended so that it shall hereafter read as follows:

"48. Governing Law and Venue; Survivability of Rights and Remedies: 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 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 interpretation, validity and enforcement of this Agreement, and Landlord and Tenant both irrevocably agree that venue for any disputed concerning this Lease or any of the transactions contemplated herein shall be in any court of competent jurisdiction in Dallas County, Texas. Any rights and remedies either party may have with respect to the other arising out of the performance of or failure to perform this Lease during the term hereof shall survive the cancellation, expiration or termination of this Lease."

U. Amendment to Paragraph 49. Paragraph 49 of the Ground Lease is hereby amended so that it shall hereafter read as follows:

"49. Entire Agreement and Amendments. This Lease, consisting of the above and foregoing through this Paragraph 49 and Exhibits A through D attached hereto, 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 in behalf of the party against whom enforcement of the change, modification, discharge or abandonment is sought."

Section 2. **No Other Amendments**. Except to the extent modified or amended herein, all other terms and obligations of the Ground Lease shall remain unchanged and in full force and effect.

Section 3. **Applicable Law; Venue**. This Amendment shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Amendment are performable in Dallas County, Texas. Venue for any action under this Amendment shall be in Dallas County, Texas.

Section 4. **Authority to Execute**. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Amendment on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

IN WITNESS WHEREOF, the undersigned parties execute this Agreement this 2 of July, 2002.

LANDLORD:

TOWN OF ADDISON, TEXAS

By: _____
Ron Whitehead, City Manager

ATTEST:

By: _____
Carmen Moran, City Secretary

TENANT:

TURBINE AIRCRAFT SERVICES, INC.

By: _____
Typed Name: _____
Title: President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

ASSIGNMENT OF GROUND LEASE

This Assignment of Ground Lease (the "Assignment") is entered into and effective as of July 2, 2002, at Addison, Texas, by and between Hangar Six, Inc. (herein referred to as "Assignor") and Turbine Aircraft Services, Inc. (herein referred to as "Assignee").

WHEREAS, a Ground Lease was executed on May 23, 1984 between the City of Addison, Addison Airport of Texas, Inc., and Hangar Six, Inc. (the "Ground Lease", a true and correct copy of which Ground Lease is attached hereto as Exhibit A), by the terms of which certain real property located at Addison Airport within the Town of Addison, Texas (the "City") and owned by the City was leased to Hangar Six, Inc.; and

WHEREAS, by that Assignment of Lease dated N/A (a true and correct copy of which is attached hereto as Exhibit B), the Ground Lease was assigned from _____, as assignor, to _____, as assignee; and

[add additional paragraphs tracing the assignment history of the Ground Lease]

WHEREAS, by virtue of such assignments, Assignor is the Tenant under the Ground Lease; and

WHEREAS, the Ground Lease provides that, upon the expiration or termination of that certain agreement referred to and defined in the Ground Lease as the "Base Lease" (and being an Agreement for Operation of the Addison Airport between the City and Addison Airport of Texas, Inc.), the City is entitled to all of the rights, benefits and remedies, and will perform the duties, covenants and obligations, of the Landlord under the Ground Lease; and

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

WHEREAS, the Ground Lease provides ~~in Section 10~~ thereof that, without the prior written consent of the Landlord, the Tenant may not assign the Ground Lease or any rights of Tenant under the Ground Lease (except as provided therein), and that any assignment must be expressly subject to all the terms and provisions of the Ground Lease, and that any assignment must include a written agreement from the assignee whereby the assignee agrees to be bound by the terms and provisions of the Ground Lease; and

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

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

AGREEMENT

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

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

3. Assignee hereby agrees to and shall be bound by and comply with all of the terms, provisions, duties, conditions, and obligations of tenant under the Ground Lease. For purposes of notice under the Ground Lease, the address of Assignee is 745 Warehouse Rd., San Angelo, Texas 76903.

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

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

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

ASSIGNOR:
Hangar Six, Inc.

By: Walter Fuller, President

ASSIGNEE:
Turbine Aircraft Services, Inc.

By: Tom L. Berscheidt, President

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared WALTER FULLER known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (he, she) executed the same for the purposes and consideration therein stated.

GIVEN under my hand and seal of office this 2nd day of July, 2002.

[SEAL]

NOTARY PUBLIC STATE OF TEXAS
CAROL ERICK
Notary Public
State of Texas
My Comm. Exp. 11-06-2003

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared TOM L. BERSCHEIDT known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (he, she) executed the same for the purposes and consideration therein stated.

GIVEN under my hand and seal of office this 2nd day of July, 2002.

[SEAL]

NOTARY PUBLIC STATE OF TEXAS
CAROL ERICK
Notary Public
State of Texas
My Comm. Exp. 11-06-2003

Notary Public, State of Texas

CONSENT OF LANDLORD

The Town of Addison, Texas is the Landlord in the Ground Lease described in the foregoing Assignment, and hereby consents to the foregoing Assignment of the Ground Lease to Assignee, waiving none of its rights under the Ground Lease as to the Assignor or the Assignee.

LANDLORD:

TOWN OF ADDISON, TEXAS

By: _____
Ron Whitehead, City Manager

EXHIBIT "A"

Being a tract of land situated in the William Lomax Survey, Abstract 792, Dallas County, Texas, and located on Addison Municipal Airport, Addison, Texas, and being more fully described as follows:

BEGIN at an iron pin found for the northwest corner of an 8.295 acre tract of land conveyed to Addison Airport, Inc. by deed recorded in Volume 4846, Page 568, Dallas County Deed Records, said iron pin also being the southwest corner of a tract of land conveyed to O.J. Broughton and E.E. Ericson by deed recorded in Volume 4350, Page 491, Dallas County Deed Records; THENCE S 00 deg 20 min 20 sec E, 50.00 feet; THENCE S 82 deg 45 min W, 18.64 feet; THENCE S 00 deg 08 min E, 83.56 feet; THENCE S 20 deg 10 min 40 sec E, 195.14 feet; THENCE S 69 deg 30 min W, 297.00 feet; THENCE S 20 deg 10 min 40 sec E, 65.00 feet; THENCE S 69 deg 30 min W, 71.35 feet; THENCE S 20 deg 30 min E, 162.75 feet to a point on the northeast corner of Ray Stern 1.752 acre tract; THENCE S 69 deg 37 min W, along the north line of said tract, 305.0 feet to a point; said point being 115.0 feet east of the centerline of the existing North/South Taxiway and 162.75 feet south of the existing East/West Taxiway; THENCE S 20 deg 23 min E, parallel to and 115.0 feet from the centerline of said North/South Taxiway, 250.0 feet to the POINT OF BEGINNING:

THENCE N 69 deg 49 min 15 sec E, 184.80 feet;
THENCE S 20 deg 12 min 32 sec E, 6.19 feet;
THENCE N 69 deg 38 min E, 105.44 feet;
THENCE S 20 deg 22 min 03 sec E, 10.0 feet;
THENCE N 68 deg 02 min 57 sec E, 103.31 feet;
THENCE S 20 deg 28 min 15 sec E, 149.26 feet;
THENCE S 24 deg 33 min 34 sec W, 56.54 feet;
THENCE S 69 deg 35 min 25 sec W, 353.58 feet;
THENCE N 20 deg 23 min W, 203.50 feet to the POINT OF BEGINNING, containing 1.764 acres of land (76847.594 s.f.), more or less.

Bill of Sale

Date: July 2, 2002

Seller: HANGAR SIX, INC.

Seller's Mailing Address: P.O. Box 6, Addison, Texas 75001 (Dallas County)

Buyer: TURBINE AIRCRAFT SERVICES, INC.

Buyer's Mailing Address: 745 Warehouse Road, San Angelo, Texas 76903 (Tom Green County)

Consideration: Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Transferred Properties: All improvements located on the leasehold described in lease between City of Addison and Hangar Six, Inc., dated May 23, 1984, consisting of a metal hangar building approximately 105' x 170' with covered awning for parking, commonly known as Hangar 6, located at 4550 Jimmy Doolittle Drive, Addison, Dallas County, Texas.

Reservations from Transfer: NONE

Exceptions to Transfer and Warranty: NONE

Seller, for the Consideration and subject to the Reservations from Transfer and the Exceptions to Transfer and Warranty, sells, transfers, and delivers the Transferred Properties to Buyer, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Buyer and Buyer's heirs, successors, and assigns forever. Seller binds Seller and Seller's heirs and successors to warrant and forever defend all and singular the Transferred Properties to Buyer and Buyer's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Seller but not otherwise, except as to the Reservations from Transfer and the Exceptions to Transfer and Warranty.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties except for limited warranties of title set forth in this Bill of Sale.

When the context requires, singular nouns and pronouns include the plural.

HANGAR SIX, INC., SELLER

By: _____
Walter Fuller, President

TURBINE AIRCRAFT SERVICES, INC., BUYER

By: _____
Tom L. Berscheidt, President

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on July 2, 2002, by Walter Fuller, President of Hangar Six, Inc., a Texas corporation, on behalf of said corporation.

CAROL ERICK
Notary Public
State of Texas
My Comm. Exp. 11-06-2003

_____
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on July 2, 2002, by Tom L. Berscheidt, President of Turbine Aircraft Services, Inc., a Texas corporation, on behalf of said corporation.

CAROL ERICK
Notary Public
State of Texas
My Comm. Exp. 11-06-2003

_____
Notary Public, State of Texas

MW HANGSIX.BOS 06-30-02

MEMORANDUM OF LEASE

The Town of Addison, Texas, as Landlord, and Turbine Aircraft Services, Inc. (by assignment), a Texas corporation, as Tenant, are parties to a Ground Lease dated May 23, 1984 and amended by that Amendment to Ground Lease between the parties dated July 2, 2002, in which Ground Lease Landlord has leased the premises described in Exhibit "A" attached hereto. The Ground Lease provides that, if certain conditions precedent are met by Tenant, the Ground Lease shall end, unless earlier terminated, on June 30, 2032; if such conditions precedent are not met by Tenant, the Ground Lease shall end, unless earlier terminated, on June 30, 2014.

Executed effective the 2nd day of July, 2002, but signed on the dates of the respective acknowledgements.

TURBINE AIRCRAFT SERVICES, INC.

By: Tom L Berscheidt
Tom L. Berscheidt, President

CITY OF ADDISON

By: Ron Whitten
Name:
Position:

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on July 2, 2002, by Tom L. Berscheidt of Turbine Aircraft Services, Inc., a Texas corporation, on behalf of said corporation.

CAROL ERICK
Notary Public
State of Texas
My Comm. Exp. 11-06-2003

Carol Erick
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on July 9th, 2002, by Ron Whitten as City Manager of the City of Addison.

MICHELE L. COVINO
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES 09-22-2005

Michele L. Covino
Notary Public, State of Texas

berschtladdison.mem 6-27-02

EXHIBIT "A"

Being a tract of land situated in the William Lomax Survey, Abstract 792, Dallas County, Texas, and located on Addison Municipal Airport, Addison, Texas, and being more fully described as follows:

BEGIN at an iron pin found for the northwest corner of an 8.295 acre tract of land conveyed to Addison Airport, Inc. by deed recorded in Volume 4846, Page 568, Dallas County Deed Records, said iron pin also being the southwest corner of a tract of land conveyed to O.J. Broughton and E.E. Ericson by deed recorded in Volume 4350, Page 491, Dallas County Deed Records; THENCE S 00 deg 20 min 20 sec E, 50.00 feet; THENCE S 82 deg 45 min W, 18.64 feet; THENCE S 00 deg 08 min E, 83.56 feet; THENCE S 20 deg 10 min 40 sec E, 195.14 feet; THENCE S 69 deg 30 min W, 297.00 feet; THENCE S 20 deg 10 min 40 sec E, 65.00 feet; THENCE S 69 deg 30 min W, 71.35 feet; THENCE S 20 deg 30 min E, 162.75 feet to a point on the northeast corner of Ray Stern 1.752 acre tract; THENCE S 69 deg 37 min W, along the north line of said tract, 305.0 feet to a point; said point being 115.0 feet east of the centerline of the existing North/South Taxiway and 162.75 feet south of the existing East/West Taxiway; THENCE S 20 deg 23 min E, parallel to and 115.0 feet from the centerline of said North/South Taxiway, 250.0 feet to the POINT OF BEGINNING:

THENCE N 69 deg 49 min 15 sec E, 184.80 feet;
THENCE S 20 deg 12 min 32 sec E, 6.19 feet;
THENCE N 69 deg 38 min E, 105.44 feet;
THENCE S 20 deg 22 min 03 sec E, 10.0 feet;
THENCE N 68 deg 02 min 57 sec E, 103.31 feet;
THENCE S 20 deg 28 min 15 sec E, 149.26 feet;
THENCE S 24 deg 33 min 34 sec W, 56.54 feet;
THENCE S 69 deg 35 min 25 sec W, 353.58 feet;
THENCE N 20 deg 23 min W, 203.50 feet to the POINT OF BEGINNING, containing 1.764 acres of land (76847.594 s.f.), more or less.

THE STATE OF TEXAS
COUNTY OF DALLAS

GROUND LEASE

This Ground Lease (hereinafter referred to as the "Lease" is made and entered into as of May 23, 1984, by and among the City of Addison, Texas, a municipal corporation (hereinafter sometimes referred to as the "City"), Addison Airport of Texas, Inc., a Texas Corporation (hereinafter sometimes referred to as "AATI") and HANGAR SIX, INC. (hereinafter referred to as "Tenant").

#35

WITNESSETH:

WHEREAS, AATI leases that certain real property (hereinafter referred to as the "demised premises") described in attached Exhibit A from the City pursuant to that certain instrument captioned Agreement for Operation of the Addison Airport (hereinafter referred to as the "Base Lease") between the City and Addison Airport, Inc. (predecessor at AATI); and

WHEREAS, the demised premises are situated at Addison Airport (hereinafter referred to as the "Airport") in Dallas County, Texas, the Airport being delineated in a plat attached hereto as Exhibit B; and

WHEREAS, the City and AATI hereby lease and demise the demised premises to Tenant, and Tenant hereby leases and takes the demised premises from the City and AATI, upon the terms and conditions set forth herein;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

1. Base Lease: All of the terms and conditions of the Base Lease are incorporated into this Lease by reference as if written verbatim herein, and Tenant by Tenant's execution hereof acknowledges that AATI has furnished Tenant with a copy of the Base Lease. Tenant agrees to fully comply at all times and in all respects with the terms and conditions of the Base Lease insofar as the same relate to the demised premises and/or the use and operation thereof, except that Tenant shall not be responsible for the payment of any rental due under the Base Lease which shall be paid by AATI.

2. Definition of Landlord and Effect of Default under the Base Lease: The term "Landlord" as hereinafter used in this Lease shall mean either AATI or the City. So long as the Base Lease is in effect, AATI shall be entitled to all of the rights, benefits and remedies of the Landlord under this Lease, and shall perform all of the duties, covenants and obligations of the Landlord under this Lease. Upon the expiration or termination of the Base Lease, the City shall be entitled to all of the rights, benefits and remedies of the Landlord under this Lease, and shall perform all of the duties covenants and obligations of the Landlord under this Lease. The City agrees that (i) until such time as the City notifies Tenant to the contrary in writing, Tenant is fully authorized to make all payments due under this Lease to AATI, and (ii) that default by AATI under the Base Lease shall have no effect on this Lease so long as Tenant pays and performs its duties, covenants and obligations under this Lease.

3. Term: The term hereof shall commence on the earlier of July 1, 1984, or the first day of the first calendar month after Tenant completes the construction hereinbelow described and opens for business at the demised premises (the applicable date being hereinafter referred to as the "Commencement Date"), and shall end 12/19 360 M.T. months thereafter; provided, however, that any entry upon the demised premises by Tenant prior to the Commencement Date shall be subject to all of the terms and conditions hereof except that rental shall not accrue.

4. Rental: Subject to adjustment as hereinbelow provided, Tenant agrees to pay to Landlord, without offset or deduction, rent for the demised premises at the rate of EIGHTEEN HUNDRED EIGHTY-NINE AND 17/100--- per month in advance. The first of such monthly installment shall be due and payable on or before the Commencement Date, and a like installment shall be due and payable on or before the first day of each calendar month thereafter during the term hereof.

5. Adjustment of Rental: Commencing on the second anniversary of the Commencement Date and on every bi-annual anniversary thereafter (hereinafter referred to as the "Adjustment Date"), the monthly rental due under paragraph 4 shall be adjusted as follows:

(i) A comparison shall be made between the Consumers' price Index-All Items for the Dallas, Texas Metropolitan Area (hereinafter referred to as the "Price Index") as it existed on the Commencement Date and as it exists on the first day of the calendar month preceding the then applicable Adjustment Date.

(ii) The monthly rental for the two (2) year period beginning with and following the then applicable Adjustment Date shall be either increased or decreased, as the case may be, by the percentage of increase or decrease in the Price Index between the Commencement Date and the then applicable Adjustment Date, but in no event shall such monthly rental ever be decreased below the monthly rental set forth in paragraph 4.

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

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

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

1 - Metal building 170' x 105' with enclosed offices and associated aircraft ramp and vehicle parking.

All construction shall be strictly in accordance with such plans and specifications, and such construction shall be performed in a first class, workmanlike manner. Tenant agrees to promptly pay and discharge all costs, expenses, claims for damages, liens and any and all other liabilities and obligations which arise in connection with such construction.

7. Acceptance of Demised Premises. Tenant acknowledges that Tenant has fully inspected the demised premises and accepts the demised premises as suitable for the purpose for which the same are leased in their present condition.

8. Securing Governmental Approvals and Compliance with Law. Tenant at Tenant's sole cost and expense shall obtain any and all governmental licenses, permits and approvals necessary for the construction of improvements and for the use and occupancy of the demised premises. Tenant shall comply at all times with all governmental laws, ordinances and regulations applicable to the use of the demised premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon, or connected with the demised premises, all at Tenant's sole cost and expense.

9. Assignment, Subletting and Mortgaging of Leasehold Estate:

A. Without the prior written consent of Landlord which shall not be unreasonably withheld, Tenant may not assign this Lease or any rights or Tenant hereunder (except to a leasehold mortgagee as hereinbelow provided) or sublet the whole or any part of the demised premises. Any assignment or subletting shall be expressly subject to all the terms and provisions of this Lease, including the provisions of paragraph 6 pertaining to the use of the demised premises. In the event of any assignment or subletting, Tenant shall not assign Tenant's rights hereunder or sublet the demised 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 Lease. No such assignment or subletting shall constitute a novation. In the event of the occurrence of an event of default while the demised 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.

B. Tenant shall have the right to mortgage the leasehold estate of Tenant created hereby in order to secure a mortgage loan for the purpose of obtaining funds for the construction of the improvements described in paragraph 6 or for other construction upon the demised premises approved from time to time by Landlord in writing. In the event that Tenant pursuant to mortgages or deeds of trust mortgages the leasehold estate of Tenant created hereby, the leasehold mortgagee shall in no event become personally liable to perform the obligations of Tenant under this Lease unless and until said mortgagee become the owner of the leasehold estate pursuant to foreclosure, transfer in lieu of foreclosure, or otherwise, and thereafter said leasehold mortgagee shall remain liable for such obligations only so long as such mortgagee remains the owner of the leasehold estate. Notwithstanding the foregoing, it is specifically understood and agreed that no such mortgaging by Tenant and/or any actions taken pursuant to the terms of such mortgage shall ever relieve Tenant of Tenant's obligation to pay the rental due hereunder and otherwise fully perform the terms and conditions of this Lease.

C. All mortgages or deeds of trust which may Tenant mortgages the leasehold estate of Tenant created hereby shall contain provisions (i) requiring the leasehold mortgagee to give Landlord fifteen (15) days written notice prior to accelerating the debt of Tenant to such mortgagee and/or initiating foreclosure proceedings under said mortgages or deeds of trust, and (ii) allowing Landlord during such fifteen (15) day notice period to cure Tenant's default and prevent said acceleration and/or foreclosure proceedings, and thereafter at Landlord's option to assume Tenant's position under said mortgages or deeds of trust.

D. Landlord agrees, if and so long as the leasehold estate of Tenant is encumbered by a leasehold mortgage and written notice to such effect has been given to Landlord, to give the holder of such leasehold mortgagee at such address or addresses as may be specified in such written notice to Landlord for the giving of notices to the leasehold mortgagee, or as otherwise may be specified by the leasehold mortgagee to Landlord in writing, written notice of any default hereunder by Tenant, simultaneously with the giving of such notice to Tenant, and the holder of any such leasehold mortgage shall have the right, for a period of fifteen (15) days after its receipt of such notice or within any longer period of time specified in such notice, to take such action or to make payment as may be necessary or appropriate to cure any such default so specified, it being the intention of the parties hereto that Landlord shall not exercise Landlord's right to terminate this Lease without first giving any such leasehold mortgagee the notice provided for herein and affording any such leasehold mortgagee the right to cure such default as provided for herein.

E. Landlord further agrees to execute and deliver to any proposed leasehold mortgagee of Tenant a "Non-Disturbance Agreement" wherein Landlord agrees that Landlord will (i) recognize such mortgagee and its successors and assigns after foreclosure, or transfer in lieu of foreclosure, as Tenant hereunder, and (ii) continue to perform all of Landlord's obligations hereunder so long as such mortgagee or its successors and assigns performs all of the obligations of Tenant hereunder. Landlord also agrees to execute and deliver to such proposed leasehold mortgagee any other documents which such proposed leasehold mortgagee may reasonably request concerning the mortgaging by Tenant of the leasehold estate created hereby; provided, however, that Landlord shall never be required to subordinate Landlord's interest in the demised premises to the mortgage of such proposed leasehold mortgage.

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

11. Maintenance and Repair of Demised Premises:

A. Tenant shall, throughout the term hereof, maintain in good repair and condition all the demised premises and all fixtures, equipment and personal property on the demised premises and keep them free from waste or nuisance and, at the expiration or termination of this Lease, deliver up the demised premises clean and free of trash and in good repair and condition, with all fixtures and equipment situated in the demised premises in working order, reasonable wear and tear excepted.

B. In the event Tenant shall fail to so maintain the demised premises and the fixtures, equipment and personal property situated thereon, Landlord shall have the right (but not the obligation) to cause all repairs or other maintenance to be made and the reasonable costs therefor expended by Landlord plus interest thereon as provided in paragraph 37 shall be paid by Tenant on demand.

12. Alterations, Additions and Improvement. After completion of the improvements described in paragraph 6, Tenant shall not create any openings in the roof or exterior walls, or make any alterations, additions or improvements to the demised premises without the prior written consent of Landlord. Consent for non-structural alterations, additions or improvements shall not be unreasonably withheld by Landlord. Tenant shall have the right to erect or install shelves, bins, machinery, air conditioning or heating equipment and trade fixtures, provided that Tenant complies with all applicable governmental laws, ordinances and regulations.

All alterations, additions and improvements in and to the demised premises shall be performed 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.

13. Insurance. Tenant shall during the team hereof maintain at Tenant's sole cost and expense insurance relating to the demised premises as follows:

(i) Insurance against loss or damage to improvements by fire, lightning, and other risks from time to time included under standard extended coverage policies, and sprinkler, vandalism and malicious mischief, all in amounts sufficient to prevent Landlord or Tenant from becoming co-insurers of any loss under the applicable policies but in any event in amounts not less than eighty percent (80%) of the full insurable value of the demised premises. The term "full insurable value" as used herein means actual replacement value at the time of such loss. Upon request, such replacement value shall be determined by a qualified appraiser, a copy of whose findings shall be submitted to Landlord, and, therefore, proper adjustment in the limits of insurance coverage shall be effected.

(ii) General public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the demised premises, such insurance to afford protection to Landlord of not less than $500,000.00 with respect to any one person, $1,000,000.00 with respect to any one accident and not less than $200,000.00 with respect to property damage.

(iii) Workmen's compensation insurance covering all persons employed by Tenant in connection with any work done on or about the demised premises with respect to which claims for death or bodily injury could be asserted against Landlord or the demised premises, or in lieu of such workmen's compensation insurance, a program of self-insurance complying with the rules, regulations and requirements of the appropriate state agency of the State of Texas.

(iv) If applicable, boiler and pressure vessel insurance on all steam boilers, parts thereof and appurtenances attached or connected thereto which by reason of their use or existence are capable of bursting, erupting, collapsing, imploding or exploding, in the minimum amount of $100,000.00 for damage to property resulting from such perils.

(v) Such other insurance on improvements in such amounts and against such other insurable hazard which at the time are commonly obtained in the case of property similar to such improvements.

(vi) Hangar keeper's liability insurance providing for coverage in the following limits: $200,000.00 per aircraft and $400,000.00 per occurrence on property damage to aircraft in the care, custody or control of Tenant.

(vii) During any period of construction, a Builder's Risk Completed Value policy with an all risks endorsement.

All such policies of insurance (i) shall be issued by insurance companies acceptable to Landlord, (ii) shall name Landlord as an additional insured or loss payee, as the case may be, and (iii) shall provide for at least ten (10) days written notice to Landlord prior to cancellation or modification. Tenant shall provide Landlord with duplicate originals of all insurance policies required by this paragraph.

14. Casualty Damage or Destruction:

A. In case of any damage to or destruction of the buildings, structures and equipment on the demised premises, or any part thereof, Tenant will promptly give written notice thereof to Landlord, generally describing the nature and extent of such damage and/or destruction.

B. In case of any damage to or destruction of the buildings, structures and equipment on the demised premises, or any part thereof, Tenant, whether or not the insurance proceeds, if any, payable on account of such damage and/or destruction shall be sufficient for such purpose, at Tenant's sole cost, risk and expense will promptly commence and complete the restoration, repair and replacement of said buildings, structures and equipment as nearly as possible to their value, condition and character immediately prior to such damage and/or destruction, with such alterations in and additions thereto as may be approved in writing by Landlord (hereinafter sometimes referred to as the "Restoration").

C. All insurance proceeds, if any, payable on account of such damage to or destruction of the buildings, structures and equipment on the demised premises shall be held by Landlord. Landlord shall be protected in acting upon any certificate believed by Landlord to be genuine and to have been executed by the proper party and shall receive such certificate as conclusive evidence of any fact or as to any matter therein set forth. Such certificate shall be full warranty, authority and protection to Landlord in acting thereon, and Landlord shall be under no duty to take any action other than as set forth in this paragraph 14.

D. Insurance proceeds received by Landlord on account of any damage to or destruction of the buildings, structures and equipment on the demised premises, or any part thereof (less the costs, fees and expenses incurred by Landlord and Tenant in the collection thereof, including, without limitation, adjuster's and attorney's fees and expenses) shall be applied as follows:

(i) Net insurance proceeds as above defined shall be paid to Tenant or as Tenant may direct from time to time as Restoration progresses to pay (or reimburse Tenant for) the cost of Restoration, upon written request of Tenant to Landlord accompanied by (a) certificate of a supervising architect or engineer approved by Landlord, describing in reasonable detail the work and material in question and the cost thereof, stating that the same were necessary or appropriate to the Restoration and constitute a complete part thereof, and that no part of the cost thereof has theretofore been reimbursed, and specifying the additional amount, if any, necessary to complete the Restoration, and (b) an opinion of counsel satisfactory to Landlord that there exist no mechanics', materialmen's or similar liens for labor or materials except such, if any, as are discharged by the payment of the amount requested.

(ii) Upon receipt by Landlord of evidence of the character required by the foregoing clauses (i)(a) and (b) that Restoration has been completed and the cost thereof paid in full, and that there are no mechanics', materialmen's or similar liens for labor or materials supplied in connection therewith, the balance, if any, of such proceeds shall be paid to Tenant or as Tenant may direct.

E. In the event that Tenant does not promptly commence Restoration, or after commencement Tenant does not diligently proceed to the completion of same, Landlord shall have the right to commence or complete Restoration after Landlord has given Tenant thirty (30) days prior written notice requesting the commencement of Restoration or that Tenant diligently proceeds to the completion of same if Tenant during such thirty (30) day period does not so commence or proceed to diligently complete Restoration. In such event, Landlord shall retain the insurance proceeds, and Tenant shall pay any deficiency if such proceeds are not sufficient for Restoration.

15. Condemnation:

A. If during the term hereof, any part of the demised premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, or are sold to a condemning authority under threat of condemnation, and after such taking by or sale to said condemning authority the remainder of the demised premises is not susceptible to efficient and economic occupation and operation by Tenant, this Lease shall automatically terminate as of the date that said condemning authority takes possession of the demised 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 demised premises is susceptible to efficient and economic occupation and operation by Tenant, this Lease shall not terminate but the rental 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 rental installment due hereunder, as adjusted from time to time pursuant to paragraph 5, by a fraction, the numerator of which shall be the number of square feet remaining in the demised premises after the taking by or sale to said condemning authority and denominator of which shall be the square footage originally contained in the demised premises. The rental adjustment called for herein shall not commence until said condemning authority actually takes possession of the condemned portion of the demised premises.

C. If this Lease is not terminated pursuant to Section A, Tenant shall promptly restore the improvements on the demised premises and the condemnation proceeds to which Landlord and Tenant are entitled shall be awarded and paid first to cover the costs and expenses for restoring the remaining portion of the demised premises to a condition susceptible to efficient and economic occupation and operation by Tenant, and any remaining proceeds to which Landlord and Tenant are entitled shall be awarded and paid to Landlord and Tenant, as their interest may appear. If this Lease is terminated pursuant to Section A, condemnation proceeds to which Landlord and Tenant are entitled shall be awarded and paid to Landlord and Tenant as their interests may appear.

16. Utilities. Tenant shall be responsible at Tenant's sole cost and expense for obtaining all utility connections at or for the demised premises and Tenant shall pay all charges for water, electricity, gas, sewer, telephone or any other utility connections, tap-in fees and services furnished to the demised premises during the term hereof. Landlord shall in no event be liable or responsible for any cessation or interruption in any such utility services.

17. Common Facilities. Tenant and Tenant's 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 for the accommodation and convenience of Landlord's customers and tenants, including landing and takeoff facilities, means of ingress and egress to the demised 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. All such common facilities shall at all times be under the exclusive control and management of Landlord and may be rearranged, modified, changed or terminated from time to time at Landlord's sole discretion.

18. Rules and Regulations. Landlord has adopted Rules and Regulations (hereinafter referred to as the "Rules and Regulations") which shall govern Tenant in the use of the demised premises and all common facilities, a copy of which has been furnished to Tenant. The Rules and Regulations are incorporated by reference as if written verbatim herein, and Tenant agrees to comply fully at all times with the Rules and Regulations. Landlord shall have the right to amend, notify and alter the Rules and Regulations from time to time in a reasonable manner for the purpose of assuring the safety, welfare and convenience of Landlord, Tenant and all other Tenants and customers of the Airport.

19. Signs and Equipment. After first securing Landlord's approval which will not be unreasonably withheld, Tenant shall have the right from time to time to install and operate advertising signs and radio, communications, meterological, aerial navigation and other equipment and facilities in or on the demised premises that may be reasonably necessary for the operation of Tenant's business.

20. Landlord's Right of Entry. Landlord and Landlord's authorized representatives shall have the right, during the normal business hours, to enter the demised premises (i) to inspect the general condition and state of repair thereof, (ii) to make repairs permitted under this Lease, (iii) to show the demised premises to any prospective tenant or purchaser or (iv) for any other reasonable and lawful purpose.

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 demised premises customary signs advertising the demised premises for lease or for sale.

21. Indemnity and Exculpation:

A. Landlord shall not be liable to Tenant or to Tenant's employees, agents, servants, customers, invitees, or to any other person whomsoever, for any injury to persons or damage to property on or about the demised premises or any adjacent area owned by Landlord caused by the negligence or misconduct of Tenant, Tenant's employees, servants, customers, invitees, subtenants, licensees or concessionaires or any other person entering the demised premises under express or implied invitation of Tenant, or arising out of the use of the demised premises by Tenant and the conduct of Tenant's business thereon, or arising out of any breach or default by Tenant in the performance of Tenant's obligations hereunder; and Tenant hereby agrees to indemnify Landlord and hold Landlord harmless from any loss, expense or claims arising out of such damage or injury.

B. Landlord and Landlord's agents and employees shall not be liable to Tenant for any injury to persons or damage to property resulting from the demised premises becoming out of repair or by defect in or failure of equipment, pipes, or wiring, or broken glass, or by the backing up of drains, or by gas, water, steam, electricity or oil leaking, escaping or flowing into the demised premises, regardless of the source, or dampness or by fire, explosion, falling plaster or ceiling or for any other reason whatsoever. Landlord shall not be liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of other tenants of Landlord or caused by operations in construction of any private, public or quasi-public work, or of any other persons whomsoever, excepting only duly authorized agents and employees of Landlord.

22. Default by Tenant. The following events shall be deemed to be events of default by Tenant under this Lease:

A. Failure of Tenant to pay any installment of rent or any other sum payable to Landlord hereunder on the date that same is due and such failure shall continue for a period of ten (10) days.

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, and such failure shall not be cured within thirty (30) days after written notice thereof to Tenant.

C. Insolvency, the making of a transfer in fraud of creditors, or the making of an assignment for the benefit of creditors by Tenant or any guarantor of Tenant's obligations.

D. Filing of a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof by Tenant or any guarantor of Tenant's obligations, or adjudication as a bankrupt or insolvent in proceedings filed against Tenant or such guarantor.

E. Appointment of a receiver or trustee for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations.

F. Abandonment by Tenant of any substantial portion of the demised premises or cessation of use of the demised premises for the purpose leased.

23. Remedies of Landlord. Upon the occurrence of any of the events of default listed in paragraph 22, Landlord shall have the option to pursue any one or more of the following remedies without the notice or demand whatsoever:

A. Terminate this Lease, in which event Tenant shall immediately surrender the demised premises to Landlord. If Tenant fails to so surrender the demised premises, Landlord may, without prejudice to any other remedy which Landlord may have for possession of the demised premises or arrearages in rent, enter upon and take possession of the demised premises and expel or remove Tenant and any other person who may be occupying the demised premises or any part thereof, without being liable for prosecution or any claim for damages therefor. Tenant shall pay to Landlord on demand the amount of all loss and damages which Landlord may suffer by reason of such termination, whether through inability to relet the demised premises on satisfactory terms or otherwise.

B. Terminate this Lease, in which event Tenant shall immediately surrender the demised premises to Landlord. If Tenant fails to so surrender the demised premises, Landlord may, without prejudice to any other remedy which Landlord may have for possession of the demised premises or arrearages in rent, enter upon and take possession of the demised premises and expel or remove Tenant and any other person who may be occupying the demised premises or any part thereof, without being liable for prosecution or any claim for damages therefor. Tenant shall pay to Landlord on the date of such termination damages in any amount equal to the excess, if any, of the total amount of all monthly rental and other amounts to be paid by Tenant to Landlord hereunder for the period which would otherwise have constituted the unexpired portion of the term of this Lease over the then fair market rental value of the demised premises for such unexpired portion of the term of this Lease.

C. Enter upon and take possession of the demised premises without terminating this Lease and without being liable for prosecution or for any claim for damages therefor, and expel or remove Tenant and any other person who may be occupying the demised premises or any part thereof. Landlord may relet the demised premises and receive the rent therefor. Tenant agrees to pay to Landlord monthly on or

demand from time to time any deficiency that may arise by reason of any such reletting. In determining the amount of such deficiency, brokerage commissions, attorneys' fees, remodeling expenses and other costs of reletting shall be subtracted from the amount of rent received under such reletting.

D. Enter upon the demised premises without terminating this Lease and without being liable for prosecution or for any claim for damages therefor, and do whatever Tenant is obligated to do under the terms of this Lease. Tenant agrees to pay Landlord on demand for expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease, together with interest thereon at the rate of ten percent (10%) per annum from the date expended until paid. Landlord shall not be liable for any damages resulting to Tenant from such action, whether caused by negligence of Landlord or otherwise.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy 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.

24. Default by Landlord. No default by Landlord hereunder shall constitute an eviction or disturbance of Tenant's use and possession of the demised premises or render Landlord liable for damages 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 demised 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 said thirty (30) day period, or within said additional reasonable period of time, Tenant shall have the right to:

(i) 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 rental installment(s) due by Tenant to Landlord hereunder; or

(ii) Proceed to cure such default and bring suit against Landlord for the cost of curing same plus interest thereon at the rate of ten percent (10%) per annum.

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, underlaken by such mortgagee as if such curative action had been taken by Landlord.

25. 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 demised premises, which loss or damage is covered by valid and collectible 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. Insamuch 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 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.

26. Title to Improvements. Any and all improvements on the demised premises 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 and trade fixtures owned by Tenant from the demised premises, but Tenant shall be required to repair any damage to the demised 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 from the demised premises and restore the demised premises to the condition in which the same existed on the 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.

27. Mechanics' and Materialmen's Liens. Tenant agrees to indemnify and hold Landlord harmless of and from all liability arising out of the filing of any mechanics' or materialmen's liens against the demised premises by reason of any act or omission of Tenant or anyone claiming 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 37 as additional rent; provided, however, that Landlord shall not so satisfy such liens until fifteen (15) days after written notification to Tenant of Landlord's intention to do so and Tenant's failure during such fifteen)15) day period to bond such liens or escrow funds with appropriate parties to protect Landlord's interest in the demised premises.

28. Title. Tenant accepts the demised premises subject to: (i) the Base Lease; (ii) the Rules and Regulations; (iii) easements and rights-of-way and (iv) zoning ordinances and other ordinances, laws, statutes or regulations now in effect or hereafter promulgated by any governmental authority having jurisdiction over the demised premises.

29. Quite Enjoyment and Subordination. Landlord covenants, represents and warrants that Landlord has full right and power to execute and perform this Lease and to grant the estate demised herein, and that Tenant, upon payment of the rents herein reserved, and performance of the terms, conditions, covenants and agreements herein contained, shall peaceably and quietly have, hold and enjoy the demised 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 the demised 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 or other lien now existing or hereafter placed on the demised premises or to declare this Lease prior and superior to any mortgage, deed of trust or other lien now existing or hereafter placed on the demised premises; provided, however, any such subordination shall be upon the express conditions that (i) this Lease shall be recognized by the mortgagee and that all of the rights of Tenant shall remain in full force and effect during the full term of this Lease on condition that Tenant attorn to the mortgagee, its successors and assigns, and perform all of the covenants and conditions required by the terms of this lease, and (ii) in the event of forecosure or any enforcement of any such mortgage, 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 hereunder and attorn to the purchaser. Tenant also agrees upon demand to execute further instruments declaring this Lease prior and superior to any mortgage, deed or trust or other lien and specifically providing that this Lease shall survive the foreclosure of such mortgage, deed of trust or other lien.

30. Rent on Net Return Basis. Except for the rental due under the Base Lease during the time that AATI is the Landlord hereunder, 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 demised premises, including, without limitation, maintenance, repairs, replacement, insurance, taxes and assessments, and this Lease shall be construed in accordance with and to effectuate such intention.

31. Holding Over. Should Tenant, or any of Tenant's successors in interest fail to surrender the demised 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 two hundred percent (200%) of the rent paid for the last month of the term of this Lease.

32. 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.

33. 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 demised 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 demised premises.

34. 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.

35. 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.

36. Estoppel Certificates. Tenant agrees that from time to time, upon not less than ten (10) days' prior written request by Landlord Tenant will deliver to Landlord a statement in writing certifying that:

A. This Lease is unmodified and in full force and effect (of if there have been modifications, that this Lease as modified is in full force and effect and stating the modifications).

B. The dates to which rent and other charges have been paid.

C. Landlord 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.

D. If requested by Landlord, Tenant will not pay rent for more than one (1) month in advance and that this Lease will not be amended without notice to Landlord's mortgagee and that the same will not be terminated without the same notice required by the Lease to be

furnished to Landlord also being furnish[illegible] Landlord's mortgagee and Landlord's mor[illegible]ee fails to cure such default within the curative period allowed Landlord under this Lease.

Landlord agrees that from time to time, upon not less than ten (10) days' prior written request by Tenant, Landlord will deliver to Tenant a statement in writing certifying that,

A. This Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease as modified is in full force and effect and stating the modifications).

B. The dates to which rent and other charges have been paid.

C. 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.

37. 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 at the rate of ten percent (10%) per annum 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 cash, 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.

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

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

40. 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.

41. Use of Langauge. 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.

42. 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.

43. 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.

44. Severability. If any 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.

45. Notices. Any notice or document required or permitted to be delivered 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, registered or certified mail, return receipt requested, 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.

LANDLORD:

Addison Airport of Texas, Inc.
P. O. Box 34067
Dallas, Texas 75234

City of Addison, Texas
P. O. Box 144
Addison, Texas 75001

TENANT:

Hangar Six, Inc.
P. O. Box 6
Addison, Texas 75001

(214) 233-2945

46. Fees or Commisions. 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.

47. 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.

48. 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, 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.

49. Entire Agreement and Amendments. This Lease, consisting of forty-nine (49) paragraphs and Exhibits A through B attached hereto, 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 in 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:

ADDISON AIRPORT OF TEXAS, INC.

By: _____

Its: _____

CITY OF ADDISON, TEXAS

By: _____

Its: Mayor

TENANT:

By: _____

Its: _____

STATE OF TEXAS

COUNTY OF DALLAS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 19 _____

_____
Notary Public

_____
County, Texas

STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 19 _____.

_____
Notary Public

_____
County, Texas

STATE OF TEXAS

COUNTY OF DALLAS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 19 _____.

_____
Notary Public

_____
County, Texas

MEMORANDUM OF LEASE

The Town of Addison, Texas, as Landlord, and Turbine Aircraft Services, Inc. (by assignment), a Texas corporation, as Tenant, are parties to a Ground Lease dated May 23, 1984 and amended by that Amendment to Ground Lease between the parties dated July 2, 2002, in which Ground Lease Landlord has leased the premises described in Exhibit "A" attached hereto. The Ground Lease provides that, if certain conditions precedent are met by Tenant, the Ground Lease shall end, unless earlier terminated, on June 30, 2032; if such conditions precedent are not met by Tenant, the Ground Lease shall end, unless earlier terminated, on June 30, 2014.

Executed effective the 2nd day of July, 2002, but signed on the dates of the respective acknowledgements.

TURBINE AIRCRAFT SERVICES, INC.

By: Tom L Berscheidt
Tom L. Berscheidt, President

CITY OF ADDISON

By: Ron Whitehead
Name:
Position:

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on July 2, 2002, by Tom L. Berscheidt of Turbine Aircraft Services, Inc., a Texas corporation, on behalf of said corporation.

CAROL ERICK
Notary Public
State of Texas
My Comm. Exp. 11-06-2003

Carol Erick
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on July 9th, 2002, by Ron Whitehead as City Manager of the City of Addison.

MICHELE L. COVINO
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES 09-22-2005

Michele L. Covino
Notary Public, State of Texas

berschtlasaddison.mem 6-27-02

AGREEMENT FOR

OPERATION OF THE ADDISON AIRPORT

BETWEEN

THE CITY OF ADDISON, TEXAS

AND

ADDISON AIRPORT, INC.

THE STATE OF TEXAS)

COUNTY OF DALLAS)

KNOW ALL MEN B _ HESE PRESENTS:

THIS AGREEMENT, made and entered into the 30th day of December, 1976, by and between the CITY OF ADDISON, TEXAS, a municipal corporation acting by and through the City Council (hereinafter "City") and ADDISON AIRPORT, INC., a Texas corporation (hereinafter "Company"), with an address at P.O. Box 34067, Dallas, Texas 75234.

WITNESSETH:

WHEREAS, the City has entered into a Contract of Sale whereby the City will acquire the principal portions of the existing Airport known as Addison Airport, in Dallas County, Texas, it being contemplated that the City will purchase approximately three hundred sixty-four (364) acres ("Property"), in part with federal funds available for such purpose, the Property being reflected and described on Exhibit "1" attached hereto.

WHEREAS, the City and the Company are desirous of having the Company operate and conduct all lawful, reasonable and appropriate activity at the Airport for the use of the general public and generally in accordance with the operations description set forth in Section 7 hereof; and

WHEREAS, in the exercise of its lawful authority, the City has entered into that certain Grant Agreement with the United States of America (acting through the Federal Aviation Administration (FAA), dated December 30, 1976, for the purpose of obtaining funds for the acquisition of the Property.

WHEREAS, the Company agrees to carry out the terms and conditions set forth in that certain Grant Agreement; and

WHEREAS, the City, during the term of this Agreement, agrees to consult with the FAA on the adjustment or modification of any term or condition in the Grant Agreement which because of the peculiar circumstances of the Airport operation the Company believes to be unworkable or impractical; and

WHEREAS, it has been found and determined by the City in accordance with its lawful duties, that it is essential, appropriate and necessary for its public purposes and for the public to acquire such adequate general aviation facilities; and

WHEREAS, the Mayor of the City of Addison has been duly authorized and empowered to execute the Agreement; and

WHEREAS, it is the intention of the parties that the Airport shall be operated in a manner as would be accomplished by a reasonably prudent airport operator and in accordance with sound business practices;

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and agreements herein set forth, the parties hereto hereby agree and contract as follows:

The City hereby leases to Company, and the Company hereby takes, upon the terms and conditions hereinafter specified, the following premises:

(i) the land described in Exhibit "1" as the Property and the improvements thereon owned by the City;

(ii) all easements, rights and appurtenances relating to the land (all property described in clauses (i) and (ii) above is herein sometimes collectively called the "Leased Premises"); and

(iii) City hereby assigns to Company all of its right, title and interest in and to the leases set forth in Exhibit "B" to the Contract of Sale.

As consideration for this Agreement, and in addition to the rents payable hereunder, the Company agrees to pay to the City the sum of Eight Hundred Thousand ($800,000.00) Dollars, in cash, said payment to be made simultaneous with the release of this Agreement from escrow pursuant to that certain Escrow Agreement dated December 30, 1976, by and between the City, Company and Southwest Land and Title Company ("Escrow Agreement").

In the event this Agreement is not delivered out of escrow to the City and is returned to Company by reason of the Escrow Agreement, the Company shall have no liability for any payment to the City hereunder and this entire Agreement shall be null and void and of no force or effect as of the date this Agreement is executed.

Section 1. Definitions

(a) "Airport" means the Addison Airport as shown on Exhibit "2" hereof;

(b) "Improvements" means all improvements that specifically serve the Airport, including, but not limited to, streets, roadways, parking areas, aprons, runways, sewers and waterlines, all buildings and structures and additions, substitutions, accessions, and replacements thereto on the Leased Premises.

(c) "Gross Receipts" means all monies paid to the Company for sales made and for services rendered or agreed to be rendered at or from the Airport regardless of the time or place of receipt of the order therefor, and for sales made and for services rendered or agreed to be rendered outside the Airport if the order therefor is received at the Airport, the charges, rentals, fees and other payments of whatever kind of nature paid to the Company under any lease, sublease, permit, license, or any other agreement, oral or written, relating to the Airport, all landing, parking and other fees and charges paid to the Company from any user of the Airport, revenues paid to the Company for the sale or delivery of aviation fuel, petroleum and other products, including any fuel flowage fees, any other revenues of any type arising out of or in connection with the Company's services and operations at the Airport, including its operations thereof. Any addition, change, modification or alteration in the Company's method of performing its Airport function or responsibility which would adversely effect the Gross Receipts shall first require the approval of the City.

Section 2. Representations by City

The City is the duly and lawfully created, existing and recognized owner of the Leased Premises, having the power to enter into the transactions hereunder, and by proper action the City has been duly authorized to execute and deliver this Agreement.

Section 3. Representations by Company

The Company is a corporation duly incorporated under the laws of the State of Texas, is in good standing under the laws of said State; is duly authorized to do business in the State of Texas; has the power to enter into this Agreement without violating the terms of any other agreement to which it may be a party; and by proper corporate action had been duly authorized to execute and deliver this Agreement.

It generally will occupy and possess the Leased Premises for the public purposes of the City as set forth in Section 7 hereof.

Section 4. Term of Agreement

Subject to the terms, covenants, conditions and agreements contained in this Agreement, the Company shall have and hold the Leased Premises for a term commencing on the date of closing of the purchase of the Property in the Contract of Sale and ending 20 years thereafter.

The Company agrees to yield and deliver peaceably to the City possession of the Leased Premises together with all buildings, structures, improvements, additions and other installations therein or thereon, on the date of the expiration of this Agreement, promptly and in good operating condition, the intention being that when the Leased Premises are returned to the City they shall be in first-class condition giving due consideration to normal wear and tear and shall be free and clear of any and all liens, debts, contracts, leases or encumbrances of whatsoever kind, nature and description.

Section 5. Rent

(a) Company shall pay the City, on demand, the sum of $100,000.00, as a special assessment for public improvements to be made by the City of Addison. The Company shall not be assessed or otherwise be liable for any further such assessments made outside of the Leased Premises during the term of the Agreement.

(b) The Company agrees to pay the City $6,250.00 per month, or 3% of the Company's monthly Gross Receipts, whichever amount is the greater. Such installment shall be payable to the City of Addison, Dallas County, Texas, commencing on the 20th day of the second month after the effective date of this Agreement for the first month hereof, and on the 20th day of each calendar month thereafter for the calendar month preceding. Payment of such amounts shall be reduced by any real property or personal property taxes assessed by the City of Addison on the Property or assessed by the City of Addison on the Improvements or this Agreement, commencing with the effective date of this Agreement, such reduction to be credited against the next succeeding installments of rent hereunder from and after date of payment of such taxes by the Company. The Company shall render to the City, on the 20th day of each calendar month, a sworn statement showing its Gross Receipts for each preceding month.

Section 6. Taxes and Assessments

The Company shall pay when due and before any fine, penalty, interest or cost may be added for non-payment: all levies, fees, water and sewer rents or other rents, rates and charges, permit fees, inspection fees and other charges, if any, in each case whether general and special, ordinary and extraordinary, which are lawfully imposed, whether or not the same were within the contemplation of the parties

hereto, together with any interest and penalties thereon, which imposed or levied upon or assessed against or in respect to this Agreement, or which may be a lien upon the Leased Premises. The Company shall pay all of the personal property taxes assessed by the City for the year 1976.

Section 7. Uses of Leased Premises

(a) The Company shall have control of the operation of the Leased Premises and shall operate them on a nondiscriminatory and uniform basis consistent with the normal public use of airports of a similar kind, and in accordance with all applicable laws and regulations. The use of the areas thereof shall be for the following purposes only:

(i) For the handling and accommodation of operators, crews and travelers arriving at or departing from the Leased Premises;

(ii) For the storage, parking, maintenance and servicing of aircraft in covered and open areas;

(iii) For the sale, maintenance, repair, servicing, overhaul, conversion and modification of aircraft, and aircraft engines, assemblies, accessories and component parts;

(iv) For the storage of fuel and for the fueling of aircraft;

(v) For the charter and leasing of aircraft;

(vi) For schools for the training of aeronautical pilots, mechanics, repairmen, navigators and dispatchers, and other aeronautical personnel;

(vii) For the storage, parking, maintenance, servicing and fueling of automotive vehicles, automotive equipment and other equipment owned or operated by the Company in connection with the operation of the Leased Premises or by other persons using the Leased Premises for other purposes authorized hereunder;

(viii) For the operation of stores, concessions and other consumer service activities, reasonably required for the accommodation of operators, crews and travelers arriving at or departing from the Leased Premises by aircraft, and other persons doing business with or who are the guests of the Company or other users of the Leased Premises;

(ix) For the fabrication, manufacture, testing or development of aeronautical materials which will be used or installed in aircraft at the Leased Premises; and

(x) For all operational, administrative, office and other such related functions in connection with the activities authorized hereunder;

The provisions of this Section shall be inserted and enforced by the Company in the agreement(s) of any other future user of the Leased Premises.

(b) In the performance of the Uses of the Airport granted by the City hereunder, the Company agrees to operate the Airport for the use and benefit of the public; to make available all airport facilities and services to the public on fair and reasonable terms and without unjust discrimination and to provide space on the Airport, to the extend available, and to grant rights and privileges for use of the landing facilities of the Airport to all qualified persons, firms and corporations desiring to conduct aeronautical operations at the Airport.

(c) The Company shall perform the above-named Uses in a manner which shall be compatible with the latest FAA-approved Airport Layout Plan.

(d) Any clause or provision of this Agreement to the Company notwithstanding:

(i) The Company agrees to operate the Airport in accordance with the obligations of the City to the Federal Government under above-described Grant Agreement. In furtherance of this general covenant, but without limiting its general applicability, the Company specifically agrees to operate the Airport for the use and benefit of the public; to make available all airport facilities and services to the public on fair and reasonable terms and without discrimination and to provide space on the Airport, to the extent available, and to grant rights and privileges for use of the landing area facilities of the Airport to all qualified persons, firms and corporations desiring to conduct aeronautical operations on the Airport. In this connection, the Company may from time to time adopt standard rules and regulations concerning the use and operation of the Airport, provided such rules and regulations shall not constitute a violation of the Grant Agreement.

(ii) It is specifically understood and agreed that nothing herein contained shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act.

(iii) The City reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent the Company from erecting, or permitting to be erected, any building or other structures on the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.

(iv) This Agreement shall be subordinate to the provisions of any existing or future agreement entered into between the City and the United States to obtain federal aid for the improvement or operation and maintenance of the Airport.

Section 8. Orderly Conduct of Operations

The Company shall conduct its operations in a proper and orderly manner and will not annoy, disturb or be offensive to others. The Company shall take all reasonable measures to control the conduct, demeanor and appearance of its employees, agents, representatives, contractors, and the conduct and demeanor of its customers, invitees and those doing business with it in the Leased Premises.

The terms of this Section shall be inserted and enforced by the Company in the agreement(s) of any other user of the Airport.

Section 9. Standards of Operation

The Company shall not knowingly commit any nuisances on the Leased Premises, or do or permit to be done anything which may result in the creation or commission of a nuisance on the Leased Premises.

The terms of this Section shall be inserted and enforced by the Company in the agreement(s) of any other user of the Airport.

Section 10. Insurance

The Company will maintain at its expense insurance on the Leased Premises of the following character:

(a) Insurance against loss or damage to improvements by fire, lightning, other risks from time to time included under the standard extended coverage policies, and sprinkler and vandalism and malicious mischief, all in amounts sufficient to prevent City or Company from becoming co-insurers of any loss under the applicable policies but in any event in amounts not less than 80% of the full insurable value of the Leased Premises. The term "full insurable value" as used herein means actual replacement value at the time of such loss. Upon request, such replacement value shall be determined by a qualified appraiser, a copy of whose findings shall be submitted to City, and, thereafter, proper adjustment in the limits of insurance coverage shall be affected.

(b) General public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Leased Premises, such insurance to afford protection to City of not less than $500,000.00 with respect to any one accident, and not less than $200,000.00 with respect to property damage. Policies of such insurance shall be for the benefit of City and Company.

(c) Workmen's compensation insurance covering all persons employed by Company in connection with any work done on or about the Leased Premises with respect to which claims for death or bodily injury could be asserted against City, Company or the Leased Premises, or in lieu of such workmen's compensation insurance, a program of self-insurance complying with the rules, regulations and requirements of the appropriate state agency of the State of Texas.

(d) If applicable, boiler and pressure vessel insurance on all steam boilers, parts thereof and appurtenances attached or connected thereto which by reason of their use or existence are capable of bursting, erupting, collapsing, imploding or exploring, in the minimum amount of $100,000.00 for damage to property resulting from such perils.

(e) Such other insurance on the improvements in such amounts and against such other insurable hazards which at the time are commonly obtained in the case of property similar to the improvements

(f) In addition to all other insurance required hereunder, the Company will maintain at its expense hangar keeper's liability insurance providing for coverage in the following limits: $200,000.00 per aircraft and $400,000.00 per occurence on property damage to aircraft in the care, custody or control of the Company.

Section 11. Carriers, Insureds, etc.

The insurance referred to in Section 10 shall be effected under a valid and enforceable policy or policies or contract or contracts issued by (i) an insurer or insurers permitted to do business in the State of Texas approved by the City, which approval will not be unreasonably withheld. Such insurance shall name as the insured parties thereunder the City and the Company, as their respective interest may appear. The Company may prosecute any claim against, or contest any settlement proposed by, any insurer at its expense. In such event, the Company may bring such prosecution or contest any settlement in the name of the City, Company or both, and City will join therein at the Company's written request upon the City's receipt of an agreement by the Company to idemnify City against all costs, liabilities and expenses in connection with such prosecution or contest.

Section 12 Delivery of Evidence of Insurance

evidence of insurance or insurance certificates for insurance required in Section 10 hereof. The Company shall within ten days prior to the expiration of any such insurance, delive the place of expired policies other original duplicate policies or other certificates of the insurers endorsed as in above provided . . Section 10 hereof evidencing renewal of such insurance.

Section 13. Casualty

If any improvements or any part thereof owned by the City shall be damaged or destroyed by fire, theft or other casualty, the Company shall with reasonable promptness and diligence, rebuild, replace, and repair any damage or destruction to the Improvements, at its expense in conformity with the requirements of Section 14, in such manner as to to restore the same to a unit of equal size, quality and condition to that which existed prior to such damage or destruction. Insurance proceeds payable with respect to such casualty shall belong to the Company to the extent necessary to make such repairs.

It is agreed that damage or destruction, whether partial or total, by any cause whatsoever, of the Improvements, except upon termination of this Agreement as is provided for herein, shall not release the Company from any obligation under this Agreement.

Section 14. Maintenance and Repair

The Company agrees and acknowledges that it has received the Leased Premises in good order and condition, and further agrees to accept the premises as is. The Company further agrees that it will, at its expense, keep and maintain the Leased Premises, and the Improvements in good repair and appearance, and in good mechanical condition, except for ordinary wear and tear, and will with reasonable promptness make all, interior and exterior, structural and non-structural, foreseen and unforeseen, ordinary and extraordinary changes, repairs, substitutions and replacements (substantially equivalent to the original work) of any kind and nature which may be required to be made upon or in connection with the Leased Premises and Improvements or any part thereof, in order to keep and maintain the Leased Premises and Improvements in as good repair, mechanical condition and appearance as they were originally, except for ordinary wear and tear.

Section 15. Failure to Commence and Complete Repairs

In the event the Company fails to commence or complete repairs, replacements or painting which is required hereunder within a period of thirty days after written notice from the City, or fails to continue and diligently complete any such repair, the City may at its option make such repairs, replacement or do such painting, the cost of which shall be paid by the Company upon written demand.

Subject to the right of existing sub-leases, the City, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times to enter upon the Airport for the purpose of inspecting the Leased Premises, for observing the performance by the Company of its obligations under this Agreement, and for the doing of any act or thing which the City may be obligated or have the right to do under this Agreement.

Nothing in this Section shall impose or shall be construed to impose upon the City any obligations to construct or maintain or to make repairs, replacements, alterations or additions, or shall create any liability for any failure to do so. The City shall not in any event by liability for any injury or damage to any property or to any person happening on or about the Leased Premises nor for any injury or damage to the Leased Premises nor to any property of the Company or of any other person located in or thereon other than those occasioned by the acts of the City.

Section 16. Alterations , Construction by Company for Airport Purposes

Company may erect structures, make improvements, install fixtures, or do any other construction work on the Leased Premises, or alter, modify or make additions, improvements, repairs to, or replacement of any Improvements or any structure now existing or hereafter built on the Leased Premises.

Any such alterations, additions, improvements, installations, repairs, substitutions or replacements shall be expeditiously completed, in compliance with all laws, ordinances, orders, rules, regulations and requirements applicable thereto. All work done in connection with each such alteration, addition, improvement, installation, repair, substitution or replacement shall comply with the requirement of any insurance policy required to be maintained by Company hereunder, with any applicable requirements of the Agreement.

Any improvement to or alteration of the Airport under this Section or under Section 17 shall be consistent with the latest FAA-approved version of the Airport Layout Plan.

Section 17. Alteration, Construction by City

The City may erect structues, make improvements, install fixtures, or do any other construction work on the Airport, whether Airport-related or not; provided, however, the erection of such structures, the making of such improvements, the installion of such fixtures, or the doing of such construction work shall not unreasonably interfere with the operation or development of the Airport, including the maximization of revenues. The City shall give the Company reasonable advance written notice of any action taken hereunder.

Any such alterations, additions, improvements, installation, repairs, substitutions or replacements shall be completed in compliance with all laws, ordinances, orders, rules, regulations and requirements applicable thereto. All work done in connection with each alteration, addition, improvements, installation, repair, substitution or replacement shall be done at the City's expense and shall comply with the requirement of the insurance policy required to be maintained by the City or Company, hereunder. As to any construction, buildings or other structures constructed by the City which are not related to the Airport and its operations, Company shall not be required to furnish insurance.

Section 18. Liens

The Company will not directly or indirectly create or permit to be created or to remain, and will promptly discharge, at its expense, any mortgage, lien, security interest, encumbrance or charge on, pledge of, or conditional sale or other title retention agreement with respect to:

(a) The Leased Premises or any part thereof,

(b) City's ownership interest, or

(c) the Rent or other sums payable by Company under this Agreement.

The existance of any mechanic's, laborer's, materialmen's, supplier's, or vendor's lien, or any right in respect thereof shall not constitue a violation of this provision if payment is not yet due upon the contract or for goods or services, or the lien(s) are being contested in good faith by the Company.

This Section shall not apply to security interests or other liens with respect to buildings or improvements on, or which may later be constructed on, the Leased Premises which are not owned by the City.

Section 19. Prices and Rates

The Company shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service. In furtherance of this objective, a list of charges will be maintained and available for inspection by the public for all services, materials, supplies and privileges provided by the Company and any Airport tenant. However, the Company, and any Airport tenant, may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

The Company shall, from time to time, as the need arises, make and publish changes in the prices being charged; provided, however, fifteen (15) days prior to any such changes, the Company shall provide to the City a list of such charges. If no objection is received by the City to such changes in prices within fifteen (15) days, the price changes shall become effective. The City may object to any changes in prices within the fifteen-day period; provided, however, the only basis for any such objection by the City will be on the ground that such pricing change would constitute a violation of a present or future Grant Agreement with the Federal Aviation Administration.

It is further understood and agreed that in the event others on the Airport undertake to sell or dispense fuels or lubricants for aircraft or other machinery being used on the Airport, the Company shall impose reasonable standards consistent with any grant agreements with respect to any fueling operations in order to assure adequate safety and efficient operations on or about the Airport. Further, any persons selling or dispensing fuel or lubricants for aircraft or other machinery shall pay to the Company a reasonable and non-discriminatory fuel flowage fee.

Section 20. Subleases

(a) The Company shall have the right and is expressly hereby authorized to subleases such portions of the Leased Premises as it shall deem appropriate for the growth and development of the Airport and the maximization of revenues; provided any such sublease shall be for the purpose of carrying out one or more of the activities set forth in Section 7. During the existence of this Agreement, all revenues from any sublease shall belong to the Company, subject only to the rights of the City to a percentage of Gross Receipts as provided in Section 5 (b).

(b) The Company shall not enter into any sublease with any tenant which is owned or controlled, in whole or in part, by any of the officers, directors or stockholders of the Company without the prior written approval of the City, which approval shall not be unreasonably withheld.

(c) The Company shall not enter into any sublease which the term of such sublease, including any renewal or option

(d) Upon request by the Company, from time to time, that a sublease is entered into by the Company, the City shall deliver to any such sublenant its estoppel certificate certifying unto the sublenant that this Agree nt is in full force and effect.

Section 21. Applicable Governmental Req_ments

The Company agrees,

(a) at its expense, to procure from governmental authority, having jurisdiction, all licenses, certificates, permits or other authorization which may be necessary for the conduct of its operations or for any additional construction required pursuant to the terms of this Agreement.

(b) that it shall, at its expense, comply with and cause the Leased Premises and Company's operations to comply with all governmental statutes, laws, rules, orders, regulations and ordinances affecting the Leased Premises or any part thereof or the use or occupancy or any part thereof.

Section 22. Indemnification

Company covenants and agrees that it will defend, indemnify and save harmless the City, its council, officers, agents and employees from and against any and all actions, suits, claims, demands, liabilities, losses, damages, costs, expenses or judgements of any nature whatsoever, arising from;

(a) any injury to, any nuisance, or the death of any person or any damage to property on the Leased Premises, or any damage to property on the Leased Premises, or in any manner growing out of or connected with the use, non-use, condition or occupancy of the Leased Premises or any part thereof or resulting from the condition thereof,

(b) the ownership, use or non-use or condition of the Improvements, or

(c) violation by Company of any agreement or condition of this Agreement, and of any contract or agreement to which Company is a party, or any restriction, statute, law, ordinance or regulation or otherwise, in each case affecting the Leased Premises or the ownership, occupancy or use thereof.

In case any action or proceeding be brought against the City by reason of any such claim, the Company covenants upon notice from the City to resist or defend such action, and the City will cooperate and assist in the defense of such action or proceeding, if reasonably requested so to do by the Company; provided, however, that the Company shall not be liable for damages not covered by insurance required to be carried pursuant to this Agreement and caused solely by the negligence or deliberate act of the City, or any of its council, officers, agents, servants or employees. This provision shall not operate to indemnify others when liability for damages arises due to the fault of such others, unless they are insured or indemnified parties under the insurance policies or contracts required by this Agreement.

Section 23. Federal Airport Aid

The City has made application to the Federal Aviation Administration for a grant(s) of federal funds to partially defray the cost of acquiring the Leases Premises. The Company, in its management, operation, maintenance and use of the Airport, shall be subject to and hereby assumes the terms, conditions and provisions of any and all grant agreements and project applications imposed on the City by the Federal Aviation Administration, and any other federal obligations or restrictions with respect thereto. The Company shall in its agreements with other users of the Airport insert in said agreements the appropriate provisions and requirements as required by any and all of the provisions of the grant agreement and the project applications, the assurances set forth therein and any other federal obligations or restrictions with respect thereto.

To the extent that the City considers it prudent, considering the requirements attached to the acceptance of such funds, the City shall continue to apply for and make maximum use of all available federal and state funds for the development of the Airport; provided nothing in this Section obligates or requires the City to apply for such funds, other than funds necessary to acquire Additional Purchases.

Section 24. Notice to Indemnified Parties

Notwithstanding the indemnification set forth in Section 22, the Company shall forward to the City a copy of every notice, summons, complaint, or other process received in any legal proceedings encompassed by such indemnification or in any way affecting the rights of the City, or any other indemnified party.

Section 25. Liability of Officials

No officers, agent or employee of the City or the Company shall be personally liable for any of their acts carrying out the provisions of the Agreement, in exercising any power or authority granted to them pursuant to the Agreement, it being understood that in such matters they act as agents and representatives of the City and the Company.

Section 26. Non-Discrimination

Company will, in its operations on the Airport, be bound by the Civil Rights obligations imposed on the City. Company will not deny any benefits to or otherwise discriminate against any person or group on the basis of race, color, sex, or national origin. Company will comply with applicable portions of, and will effect City's compliance with the Attachment 2 (including OST Regulations, Part 21) attached hereto and incorporated herein by reference for all purposes.

Section 27. OMBE: Advertisements, Bids, Concessions:

In addition to complying with the above and normal procedures required of the City by state/federal law and agreements, the Company will send a copy of all invitations for bids, advertised or negotiated, for concessions or other businesses at the Airport to the appropriate Office of Minority Business Enterprise (OMBE) representative as identified by the FAA Regional Civil Rights Office. The Company will disclose and make information about the contracts, contracting procedures and requirements available to the designated OMBE representative and minority firms on the same basis that such information is disclosed and made available to other organizations or firms. Responses by minority firms to invitations for bids shall be treated in the same manner as all other responses to the invitations for bids.

Section 28. Assignment

Except as explicitly set forth herein or contemplated by this Agreement, the Company shall not assign, sublet, sell, convey or transfer its rights under this Agreement or any part thereof without the prior written consent of the City, provided, however, that this Agreement may be assigned in its entirety without such consent for a period of one year from the effective date of this Agreement. The City hereby agrees that it will not unreasonably withhold its consent to such an assignment or sublease, sale, transfer, and shall not make any charge for any such assignment, sublease, sale or transfer made with its consent.

Section 29. Events of Default and Remedies

The following shall be "events of default" as to the Company under this Agreement and the term "event of default" as to the Company shall mean, whenever it is used this Agreement, any one or more of the following events:

(a) Failure by the Company to pay when due or cause to be paid when due the Rent required to be paid under Section 5 hereof.

(b) Failure by the Company to observe and perform any covenant, condition or agreement on its part to be observed or performed for a period of thirty days after written notice, specifying such failure and requesting that it be remedied, given to the Company by the City, unless the City shall agree in writing to an extension of such time prior to its expiration.

(c) The Leased Premises shall be abandoned, deserted or vacated by the Company or any lien shall be filed against the Leased Premises or any part thereof in violation of this Agreement and shall remain unreleased for a period of sixty days from the date of such filing unless within said period the Company is contesting in good faith the validity of such lien.

(d) The dissolution or liquidation of the Company or the filing by the Company or a voluntary petition in bankruptcy, or failure by the Company within sixty days to lift any execution, garnishment or attachment of such consequence as will impair its ability to carry on its operations at the Leased Premises, or the adjudication of the Company as a bankrupt, or general assignment by the Company for the benefit of its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Company in any proceeding for its reorganization instituted under the provisions of the general bankruptcy act, as amended, or under any similar act which may hereafter be enacted. The term "dissolution or liquidation of the Company", as used in this subsection, shall not be construed to include cessation of the corporate existence of the Company following a transfer of all or substantially all of its assets as an entirety, under the conditions permitting actions contained in Section 29 hereof, which such dissolution or liquidation it is acknowledged will occur.

Section 30. Remedies on Default

Whenever any event of default as to the Company referred to in Section 30 hereof shall have happened and be subsisting, the City may take any one or more of the following remedial steps as against the Company:

(a) The City may re-enter and take possession of the Leased Premises without terminating this Agreement and sublease (or operate as a subleasee) the Leased Premises for the account of the Company, holding the Company liable for the difference between the rents and other amounts payable by the Company hereunder and the rents and other amounts payable by such subleasee in such subleasing or, if operated by the City, the difference between the net revenues received from such operations and the rents and other amounts payable by the Company hereunder.

(b) The City [illegible]

(c) The City may take whatever other action at law or in equity as may appear necessary or desirable to collect the rent then due and thereafter to become due, or to enforce performance and observance of any obligation agreement or covenant of the Company under this Agreement.

Section 31. No Remedy Exclusive

No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or hereafter existing under law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it in this Section, it shall not be necessary to give any notice, unless such notice is herein expressly required by law.

Section 32. No Additional Waiver Implied

In the event any covenant contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 33. Termination by Company

The Company may terminate this Agreement upon the occurrence of any one or more of the following reasons:

(a) In the event the Airport shall be closed or its operations curtained by more than fifty percent of its achieved operating level in terms of daily average departing and arriving flights, the Company in its reasonable discretion may cease or curtail its operations in the Leased Premises during the period that the Airport operations have ceased or have been so curtailed, and if such condition shall continue unabated for more than two years, the Company shall have the right and option to terminate the Agreement upon thirty days prior written notice to the City.

(b) The City shall fail to perform any of its obligations under this Agreement within sixty days after receipt of notice of default hereunder from the Company (except where fulfillment of its obligations require activity over a period of time and the City shall commence to perform whatever may be required for fulfillment within sixty days after the receipt of notice and continue such performance without interruption, except for causes beyond its control).

Upon the occurrence of any of the foregoing events, or at any time thereafter during the continuation of any such condition, the Company may, by sixty days written notice terminate this Agreement, such termination to be effective upon the date set forth in such notice and to have the same effect as if the terms hereof had expired on that date, subject, as aforesaid, to the provisions of this Section.

No waiver by the Company of any default on the part of the City, in the performance of any of the terms, covenants or conditions hereof to be performed, kept or observed by the City shall be or shall be construed to be a waiver by the Company of any other or subsequent default in the performance of any of said terms, covenants and conditions.

Section 34. Access and Egress

Except as set forth in this Agreement, the City hereby grants to the Company full and unrestricted access to and egress from the Leased Premises and between the Leased Premises and the public roadways for the Company, its employees, guests, patrons, invitees, contractors, suppliers of materials, furnishers of services, its or their equipment, vehicles, machinery and other property, without charge to Company or to said employees, guests, patrons, invitees, contractors, suppliers of materials and furnishers of services, or their said equipment, vehicles, machinery or other property.

Section 35. Company's Right to Remove Property

The Company shall have the right at any time during the term of this Agreement or any renewal or extension thereof, or at the expiration or earlier termination thereof, to remove any nonessential personal property which it may have on the Leased Premises, including, without limitation, furniture, equipment and machinery; provided the City will purchase from the Company, at its then fair market value, any personal property which the City deems essential.

Section 36. Termination, Settlement

In the event the City exercises its right to terminate the Agreement or any part thereof, the Company and the City shall endeavor in good faith to negotiate a sale by the Company to the City or its designee of the Company's personal property located on the Leased Premises. Upon termination of the Agreement, the City may, and the Company shall, remove any Improvements on the Leased Premises belonging to the Company at the Company's expense if required by the City.

Section 37. Settlement

In the event that any sums due or to become due the Company upon termination of this Agreement are paid or payable to the City, the City shall not have any obligation to make such payment or settlement to the Company,

(i) until receipt of payment due to City from Company in accordance with pertinent provisions of this Agreement under which termination is permitted and,

(ii) until Company has paid all other sums due under this Agreement.

Section 38. Quiet Enjoyment

The City covenants that through the term hereof, the Company shall have, hold and enjoy peaceful and uninterrupted possession of all of the Leased Premises, subject to the performance of the covenants as herein provided.

Section 39. No Third Party Beneficiary

No provision contained in or incorporated by the Agreement shall create or give to any third party or parties any claim or right of action against the Company or the City, beyond such claims or rights of action which legally exist in the absence of any provision of said Agreement.

Section 40. Severability

Each and every covenant and agreement contained in this Agreement is and shall be construed to be a separate and independent covenant and agreement.

Section 41. Binding Effect

All of the covenants, conditions, and obligations contained in this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the City and the Company, subject to the limitations contained herein restricting such assignment by the Company, to the same extent as if each such successor and assign were in each case named as a party to this Agreement. This Agreement may not be altered, modified, or discharged except by a writing signed by the City and the Company.

Section 42. Governing Law

This Agreement shall be governed by and interpreted under and in accordance with the laws of the State of Texas.

Section 43. Venue

The venue of any action drawn under this Agreement shall lie in Dallas County, in the State of Texas.

Section 44. Force Majeure

Neither the City or the Company shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not in its control, and the time for performance shall be automatically extended by the period the party is prevented from performing its obligations hereunder.

Section 45. Issuance of Revenue Bonds for Future Improvements

City and Company acknowledge that as the Airport develops such circumstances may require that additional Improvements ("Future Improvements") will be needed in order to provide convenient and necessary services at the Airport. Subject to the approval of plans and specifications by the City as submitted by the Company, the City may make such acquisitions, additions, extensions, improvements and modifications to the Airport as shall be recommended by the Company. In order to obtain funds for such purposes, the City, in its discretion, may provide for the issuance of Airport revenue bonds.

Section 46. Airport Boundaries

The City will not grant any access, privilege, license, or permission of any kind to any person, firm or corporation using, owning or occupying any land outside the designated boundaries of the Airport as shown on Exhibit "2" hereof, to use or have access to the Airport.

Section 47. Covenant by Company

It is understood and agreed by the parties hereto, that the Company will not make any improvements, changes, alterations,

Section 48. Record Keeping

The Company shall maintain in accor e with accepted accounting practice and m available to an authorized representative of the City for consideration records, books and its annual audit prepared by an Independent C ified Public Accountant. The Company shall permit such authorized representative of the City to inspect such books and records during ordinary business hours of the Company and at times reasonably covenient to the Company.

Section 49. Notices

Notices provided for in this Agreement shall be sufficient if sent by registered mail, postage prepaid, addressed if to the City — The City of Addison, P. O. Box 144, Addison, Texas, 75001, Attention: City Administrator, or to such other address and person it may direct in writing; and if to Company — Addison Airport, Inc., P. O. Box 34067, Dallas, Texas 75234, or to such other address and person as it may direct in writing. Notices shall be deemed completed when mailed unless otherwise herein required.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and sealed as of the date first above written.

CITY OF ADDISON, TEXAS

ATTEST:

Joyce N Dewey
SECRETARY

BY: Jerry Redding

APPROVED AS TO FORM:

Robert L. McCall
CITY ATTORNEY

ADDISON AIRPORT, INC.

ATTEST:

Margaret E Burch
SECRETARY

BY:

FIELD NOTES

BEING a tract of land out of the E. Cook Survey, Abstract 326, the William Lomax Survey, Abstract 792, the George Syms Survey, Abstract 1344, the William Rowe Survey, Abstract 1257, and part of Lot 1, and Lot 2 of Block "A" of Carroll Estates Addition, Dallas County, Texas, and being more fully described as follows:

BEGINNING at a fence post found for the apparent intersection of the North right-of-way line of Keller Springs Road, a 50 foot street, and the East line of Dooley Road, a 60 foot street, said beginning point being S 89° 58' 54" E 30.00 feet, thence N 0° 05' 50" E 25.00 feet from the apparent northwest corner of the E. Cook Survey, Abstract 326;

THENCE N. 89° 58' 54" W. a distance of 105.72 feet with the North line of said Keller Springs Road to an angle point in the right-of-way;

THENCE N. 56° 19' 03" W. a distance of 90.20 feet with said angle in the right-of-way to a point in the East right-of-way line of Dooley Road;

THENCE N. 0° 03' 47" W. a distance of 1457.70 feet with the East line of said Dooley Road to a point;

THENCE N. 20° 38' 30" W. a distance of 170.87 feet to the apparent West right-of-way line of said Dooley Road;

THENCE S. 0° 03' 47" E. a distance of 313.49 feet with the apparent West line of said Dooley Road to a point;

THENCE N. 89° 23' 56" W. a distance of 208.00 feet to an iron pin;

THENCE N. 0° 14' 32" W. a distance of 161.00 feet to an iron pin;

THENCE N. 89° 56' 00" W. a distance of 203.65 feet to a point;

THENCE N. 20° 38' 30" W. a distance of 2156.07 feet to a point in the apparent East right-of-way line of New Dooley Road, a 100 foot street;

THENCE N. 0° 09' 30" E. a distance of 1189.87 feet with the East line of said New Dooley Road;

THENCE N. 89° 53' 26" E. a distance of 1165.44 feet to a point in the apparent West line of Dooley Road;

THENCE S. 0° 03' 47" E. with the apparent West line of Dooley Road, at 335.02 feet passing a concrete monument for a total distance of 1550.38 feet to an iron pin;

THENCE S. 20° 46' 10" E. a distance of 539.44 feet with the West line of said Dooley Road to an iron pin for the beginning point of a curve to the left;

THENCE in a southeasterly direction with the curved West line of said Dooley Road having a central angle of 69° 19' 04", a radius of 337.18 feet a distance of 407.93 feet to a point in the South right-of-way line of Keller Springs Road;

THENCE N. 89° 54' 46" E. a distance of 2135.61 feet with the South line of said Keller Springs Road to a point in the West right-of-way line of Addison Road;

THENCE S. 0° 14' 20" E. a distance of 307.44 feet with the West line of said Addison Road to an iron pin;

THENCE S. 89° 45' 40" W. a distance of 200.00 feet to a point;

THENCE S. 0° 14' 20" E. a distance of 210.72 feet to a point;

THENCE S. 43° 16' W. a distance of 1595.29 feet to an iron pin;

THENCE S. 46° 44' E. a distance of 202.51 feet to a point;

THENCE S. 20° 43' E. a distance of 350.85 feet to a point;

THENCE N. 69° 17' E. a distance of 30.00 feet to a point;

THENCE N. 71° 12' 51" E. a distance of 185.72 feet to a point;

THENCE N. 44° 44' 08" E. a distance of 7.05 feet to an iron pin found for the Southwest corner of a tract of land conveyed to O.J. Broughton and E.E. Ericson by deed recorded in Volume 4350, Page 491, Deed Records of Dallas County;

THENCE N. 89° 54' 40" E. a distance of 819.46 feet with the South line of the Broughton tract to an iron pin in the West line of said Addison Road;

THENCE S. 0° 14' 20" E. a distance of 490.82 feet with the West line of said Addison Road to a point in the apparent common survey line between the William Lomax Survey, Abstract 792, and the E. Cook Survey, Abstract 326;

THENCE S. 89° 37' 20" E. a distance of 58.08 feet with said common survey line to a point in the West line of said Addison Road and the beginning of a curve to the left;

THENCE Southerly with said curve, and the West line of Addison Road, having a central angle of 1° 53' 11", a radius of 746.30 feet, for a distance of 24.57 feet;

THENCE S. 26° 12' 50" E. 34.05 feet with the West line of Addison Road to the beginning of a curve to the right;

THENCE in a southeasterly direction with the curved West line of said Addison Road having a central angle of 25° 50', a radius of 686.30 feet for a distance of 309.44 feet;

THENCE S. 0° 22' 50" E. a distance of 2061.91 feet with the West line of said Addison Road to an angle point in the right-of-way;

THENCE N. 89° 37' 10" E. a distance of 10.00 feet with said angle in the right-of-way to a point in the West line of said Addison Road;

THENCE S. 0° 22' 50" E. a distance of 812.30 feet with the West line of Addison Road to a point;

THENCE S. 69° 37' W. a distance of 185.70 feet to a point;

THENCE S. 0° 22' 50" E. a distance of 263.11 feet to a point;

THENCE S. 66° 06' 26" W. a distance of 17.27 feet to a point;

THENCE S. 0° 22' 50" E. a distance of 211.04 feet to an iron pin in the North right-of-way line of the St. Louis and Southwestern Railroad;

THENCE S. 66° 06' 26" W. a distance of 759.90 feet with the North line of said St. Louis and Southwestern Railroad to an iron pin and the most easterly corner of Addison Airport Industrial District;

THENCE N. 67° 01' 55" W. a distance of 273.80 feet to an iron pin in the easterly line of said Addison Airport Industrial District;

THENCE N 20° 39' 35" W. a distance of 572.28 feet with the easterly line of said Addison Airport Industrial District to an iron pin;

THENCE S. 75° 48' 25" W. a distance o' 3 95 feet to a point;

THENCE N. 89° 56' 35" W. a distance of 658 63 feet to a point;

THENCE N. 0° 03' 25" E. a distance of 160.00 feet to a point;

THENCE N. 89° 56' 35" W. a distance of 160.00 feet to a point in the East right-of-way line of Dooley Road;

THENCE N. 0° 03' 25" E. a distance of 10.00 feet with the East line of Dooley Road to a point;

THENCE S. 89° 56' 35" E. a distance of 797.46 feet to a point;

THENCE N. 75° 48' 25" E. a distance of 408.36 feet to an iron pin in the easterly line of said Addison Airport Industrial District;

THENCE N. 20° 39' 35" W. a distance of 2386.20 feet with the easterly line of said Addison Airport Industrial District to an iron pin for the northeast corner of Addison Airport Industrial District;

THENCE N. 20° 43' 53" W. a distance of 320.72 feet to an iron pin;

THENCE N. 89° 49' 30" E. a distance of 9.98 feet to an iron pin;

THENCE N. 20° 17' 10" W. a distance of 389.50 feet to an iron pin;

THENCE N. 89° 54' 10" W. a distance of 117.08 feet to an iron pin in the apparent East right-of-way line of said Dooley Road;

THENCE N. 0° 05' 50" E. a distance of 502.30 feet with the apparent East line of said Dooley Road to the place of beginning and containing 365.340 acres of land, more or less, save and except the following 1 acre tract;

Beginning at a fence post found for the apparent intersection of the North right-of-way line of Keller Springs Road, a 50 foot street, and the East line of Dooley Road, a 60 foot street, said point being S. 89° 58' 54" E. 30.00 feet, thence N. 0° 05' 50" E. 25.0 feet from the apparent northwest corner of the E. Cook Survey, Abstract 326; Thence N. 89° 58' 54" W. 105.72 feet with the apparent North line of Keller Springs Road; Thence N. 56° 19' 03" W. 90.20 feet to a point in the East line of Dooley Road; Thence N. 0° 03' 47" W. 1457.70 feet with the apparent East line of Dooley Road; Thence N. 20° 38' 30" W. 170.87 feet to a point in the apparent West line of Dooley Road and the BEGINNING POINT of this description;

THENCE S. 0° 03' 47" E. 209.0 feet with the West line of Dooley Road;

THENCE N. 89° 23' 56" W. 208 0 feet to an iron pin;

THENCE N. 0° 14' 32" W. 209.0 feet to an iron pin;

THENCE S. 89° 23' 56" E 208.0 feet to the place of beginning and containing 1.0 acres of land, more or less.

The plat hereon is a true and accurate representation of the property as determined by actual survey, the lines and dimensions of said property being as indicated by the plat; all improvements being within the boundaries of the property.

Easements of record that could be located are shown. This plat is subject to any easements of record not shown.

5 JAN 1977
Date

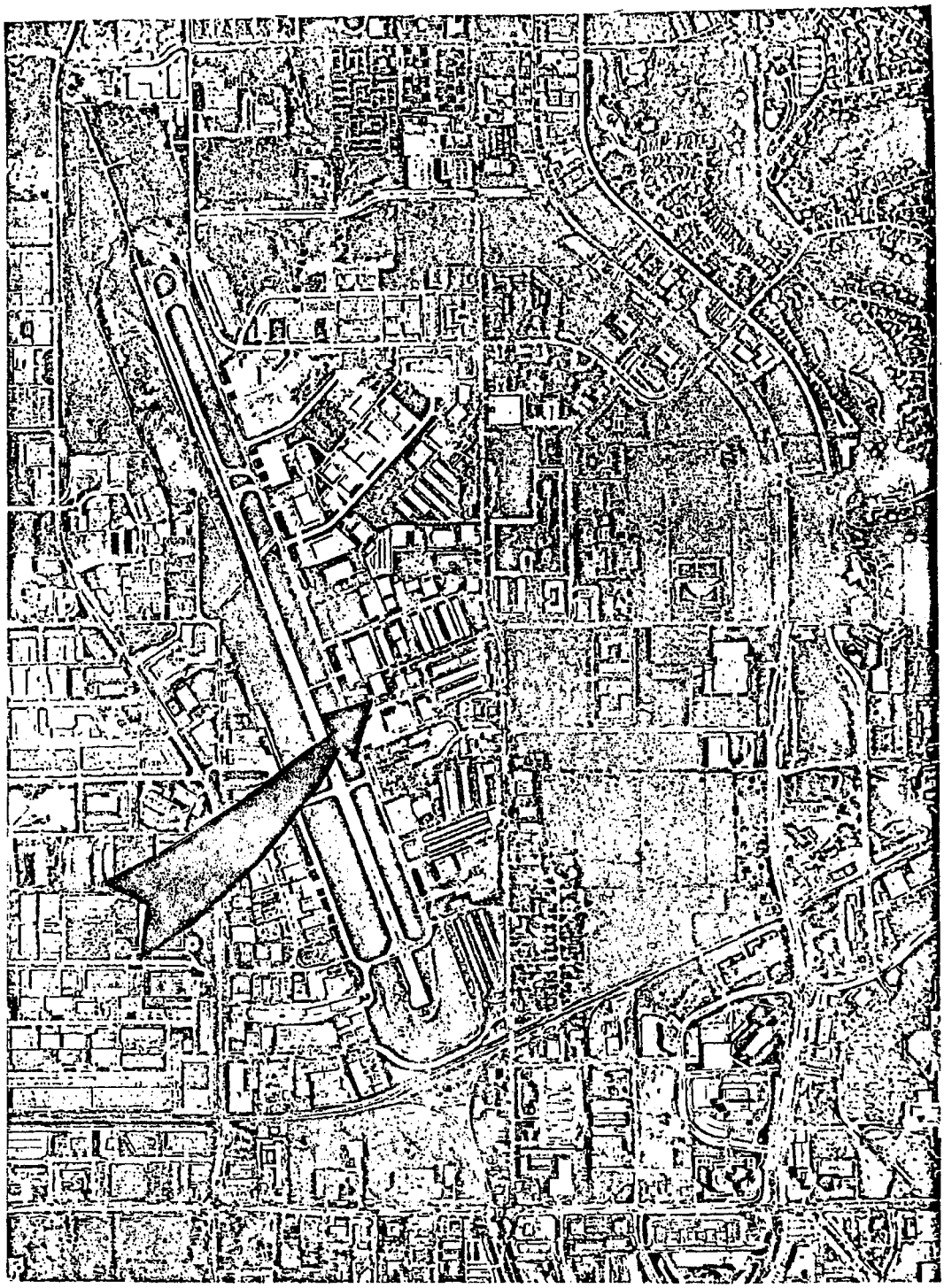
W. J. Wischmeyer
Registered Professional Engineer

STATE OF TEXAS
WILLIAM J. WISCHMEYER
9255
REGISTERED
PROFESSIONAL ENGINEER

EXHIBIT "A"
PROPERTY MAP
ADDISON MUNICIPAL AIRPORT
ADDISON, TEXAS

Riewe & Wischmeyer, Inc.
CONSULTING ENGINEERS
DALLAS TEXAS

DECEMBER 1976




4550 Jimmy Doolittle Drive
6,554sf parcel
Google Earth

Work Session and Regular Meeting **10.**

Meeting Date: 01/08/2019

Department: Infrastructure- Development Services

Pillars: Excellence in Asset Management

AGENDA CAPTION:

Consider Action to Approve **Change Order Number 1 to the Professional Services Agreement with Criado and Associates, Inc., for the Oaks North Drainage Improvements Design and Authorize the City Manager to Execute the Change Order** in an Amount not to Exceed $35,555.

BACKGROUND:

As part of the Fiscal Year 2019 budget, Council adopted a Stormwater Capital Improvement Program that included several drainage improvement projects. The approved projects included drainage improvements associated with the White Rock Creek Drainage area. The White Rock Creek Drainage area is bounded by Belt Line Road in the north, Montfort Drive in the west and Addison's city limits to the east and south. Two projects were identified for this area, the first to add inlets to Montfort Drive and the second to add inlets to Oaks North Drive. These new inlets would connect to the existing stormwater system at both locations.

Criado and Associates, Inc., was selected to perform the design work for these projects. Criado was qualified through a Request for Qualifications process in 2017 to perform design, project management, and construction management related services for the Town. The original cost for design services for these projects was $48,160, with a scope of services that included:

- Design Phase Services - Engineer will gather necessary data to prepare detailed plans and specifications for the Town's review. Engineer will also perform survey and subsurface utility exploration services necessary to prepare plans. Engineer will also develop detailed construction cost estimates for the project.
- Bid Phase Services - Engineer will issue final plans and specifications for bidding. Engineer will answer any questions that arise during the bidding process, issue addenda, attend a pre-bid meeting, and prepare the bid tabulation and recommendation for contract award.
- Construction Phase Services - Engineer will hold a pre-construction meeting with selected contractor, complete weekly site visits throughout construction, respond to requests for information and submittals, attend the final project walkthrough, and prepare the project punch list.

Design began in October 2018. The Town's drainage criteria manual requires that new stormwater infrastructure be sized to manage the runoff from a 1% (100 year) storm event. During the detailed analysis of the existing storm system in Oaks North Drive, it was determined that the existing system does not have the capacity to accept the additional flows associated with the improvements (see Attachment A). The proposed improvements, therefore, would overload the existing system and water would surcharge out of the system, back on to the street.

The proposed change order incorporates additional design work to install new stormwater piping and appurtenances along Oaks North Drive to the drainage channel crossing, just south of Belt Line Road (see Attachment B). This new system will be sized in accordance with the Town's current drainage criteria manual. Criado will provide design, bid, and construction phase services, as described above.

Criado is also tasked with design services associated with the Montfort Drive storm drain improvements. The scope for this design included the installation of four new inlets adjacent to the Village on the Parkway Development. Staff proposes that the design associated with the Montfort Drive storm drain improvements be postponed because those improvements may be impacted by a potential redevelopment at Village on the Parkway. Once staff has a better understanding concerning whether the new development will move forward and how it will impact the stormwater infrastructure on Montfort, we will reassess how to proceed. The Town will receive a credit of $6,265 for this design work.

The total cost for this design change order is $35,555 for a total project cost of $83,715. This project, along with the updated design cost is budgeted for in the Stormwater Capital Projects Fund and design is expected to take four months to complete.

RECOMMENDATION:

Administration recommends approval.

Attachments

Change Order Form - Criado and Associates

Attachment 1 - Existing Stormwater System

Attachment 2 - Proposed Stormwater Improvements

TOWN OF ADDISON CHANGE ORDER FORM

Change Order Number: 1
Project Name: White Rock Creek Drainage Improvements
Project Number(s): N/A
Project Manager: Todd Weinheimer
Date: 12/07/2018

A. INTENT OF CHANGE ORDER

To amend the Scope of Services (Exhibit B) and Fee Schedule (Exhibit C) of the Professional Engineering Services Agreement executed August 1, 2018.

B. DESCRIPTION OF CHANGE

White Rock Basin ~ Problem Area 4

To omit the following scope of services associated with drainage improvements along Montfort Drive:

- 90% Design Phase
- 100% Design Phase

White Rock Basin ~ Problem Area 5

To provide additional project scoping required for the design of a 700lf storm sewer relief trunk between 14920 Oaks North and 14953 Oaks North.

C. REASON FOR CHANGE

The Stormwater System Assessment prepared by Halff dated August 2017 (AVO 31481) for the White Rock Creek Basin indicates a potential flooding issue at Problem Area 5 (Oaks North Drive). Detailed hydraulic analysis, utilizing topographic data confirms that the existing storm sewer cannot convey the additional flows generated by installing new curb inlets onto the existing system.

A relief trunk will be designed that will intercept flows along Oaks North Drive and convey to a new outfall at the unnamed draw along the 15000 Block of Oaks North Drive. The new outfall will be at the existing cross culvert.

The Town has indicated that a potential redevelopment opportunity has arose concerning Village on the Parkway. The proposed improvements along Montfort Road may be impacted by the potential redevelopment conversations. Once staff has a better understanding concerning whether the new development will move forward and how it will impact the stormwater infrastructure on Montfort, we will reassess how to proceed. Further design services for these improvements will be discontinued and a credit will be applied.

D. EFFECT OF CHANGE ON CONTRACT PRICE

The Town of Addison has instructed that work associated with Problem Area 4 stop. A credit of $6,265 will be provided for the remaining design phase scope of work that will not be utilized. A manhour budget has been calculated for the design efforts associated with the Oaks North relief trunk. The fee associated with the design of the relief trunk is $35,555 which includes the credit for the Montfort design.

E. AGREEMENT

By the signatures below, duly authorized agent of the Town of Addison, Criado Associates do hereby agree to append this Change Order Number 1 to the original contract between themselves, dated 08/01/2018.

Criado Associates

4100 Spring Valley Road, Suite 1001
Address

Dallas Texas 75244
City State Zip

972-392-9092
Phone

Project Manager

Engineer's Signature
12/21/2018

City Manager

EXHIBIT B
SCOPE OF SERVICES
OAKS NORTH DRIVE DRAINAGE
TOWN OF ADDISON, TEXAS

0.0 GENERAL

0.1 Project Description

The project scope will provide for the implementation of a storm drain relief trunk along Oaks North Drive (Problem Area 5) including curb inlets and approximately 800 linear feet of 18inch thru 30inch storm drains to alleviate the flooding occurring at Problem Area 5 in White Rock Basin according to the Stormwater System Assessment (SSA) prepared by Halff dated August 2017 (AVO 31481). The SSA White Rock Creek Basin Section Problem Area 5 is shown in Figure V-2, included for reference in Exhibit A**.**

It is anticipated that the work can be accomplished within the existing public right-of-way. Plans will be prepared using conventional ground topographic surveying tied to the Texas Coordinate System of 1983, North Central Zone to produce 1"=20' scale, 22"X34" construction documents.

0.2 Project Phasing

This project shall be divided into five phases:
30% Design Phase
90% Design Phase
100% Design Phase
Bid Phase Services
Construction Phase Services

0.3 Design Standards

Design and preparation of construction drawings and technical specifications required for the project shall be in accordance with the most recent version of the following standards.

a. Town of Addison Standard Construction Details and Design Standards
b. NCTCOG Construction Specifications and Details
c. AASHTO Design Criteria
d. TDLR Architectural Barriers Act / Texas Accessibility Standards
e. TxDOT Design and Construction Standards

1.0 30% DESIGN

1.1 Data Collection

Obtain and review available reports, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, and other

features within the project area from the Town of Addison. Contact private utilities within the project limits for information on existing and proposed facilities.

1.2 Design Meeting

Meet with the Town of Addison staff to review and discuss design criteria, operational concerns, traffic information and other preliminary data. Prepare a record summarizing the design meeting and distribute it to all attendees.

1.3 Schematic Design (30%)

a. Determine geometry of proposed drainage improvements
b. Determine if any additional easements and/or Right-of-way are necessary for drainage or paving improvements.
c. Work with affected utilities such as water, gas, telephone, cable TV, and electric to obtain record as-built information of horizontal and vertical data for their facilities.
d. Distribute the plans to local utility companies to obtain information regarding impacts to their facilities (if any).
e. Prepare the following sheets at the engineering scale indicated:
    - Cover sheet
    - Quantity sheet
    - General notes sheet
    - Typical sections and detail sheets
    - Demolition plan sheets. Scale 1” = 20’
    - Construction phasing and temporary traffic control sheets. Scale 1”= 40’
    - Storm Sewer plan & profile sheets. Scale 1”=20’ vertical and 1”=4’ horizontal.
    - Erosion control plan sheets. Scale 1’=40’

1.4 Schematic Cost Estimate

Prepare a preliminary estimate of construction quantities and develop preliminary statement of probable construction cost.

1.5 Construction Specifications

Prepare outline of required construction specifications.

1.6 Schematic Submittal

Submit three (3) sets of half size 11”x17” preliminary plans, digital PDF, outline of specifications, and preliminary estimates to the Town for review.

1.7 Town Review Meeting

Meet with the Town to discuss preliminary plans, outline of specifications, estimates, and drainage requirements.

90% DESIGN

1.8 Address Town Comments
Revise preliminary plans incorporating comments received from the Town.

1.9 Right-of-way Parcel / Easement Preparation – Not in Contract

1.10 Prepare Pre-Final Plans
Prepare final plans for the proposed improvements, including details, notes and related information required for bidding.

1.11 Final Construction Cost Estimate
Prepare a final estimate of construction quantities and develop final statement of probable construction costs.

1.12 Construction Specifications
Prepare the technical special provisions. Prepare additional technical specifications, if necessary, for the proposed improvements to supplement the North Central Texas Council of Governments Specifications for Public Works Construction, Town of Addison standards, and other applicable standard specifications.

2.0 100% DESIGN

2.1 Address Town Comments
Revise 90% plans incorporating comments received from the Town.

2.2 Final Construction Cost Estimate
Prepare a final estimate of construction quantities and develop final statement of probable construction cost.

2.3 Construction Specifications
Finalize the technical special provisions. Prepare additional technical specifications, if necessary, for the proposed improvements to supplement the North Central Texas Council of Governments Specifications for Public Works Construction, Town of Addison standards, and other applicable standard specifications.

2.4 Contract Bid Documents
Assist the Town in preparing final bid documents using existing Town of Addison standard documents as directed by the Town staff. Bid documents shall include bid proposal forms, construction plans, specifications, and other documents required by the Town of Addison.

2.5 Final Review Submittal
Submit three (3) sets of half size 11”x17” final plans, digital PDF, contract documents, and bid proposal forms prepared by the Engineer to the Town.

3.0 BID PHASE SERVICES

3.1 Advertising and Pre-bid Meeting
Assist Town staff in advertising for bids. Attend pre-bid meeting coordinated by the Town.

3.2 Plan Distribution
Furnish plans and specifications to the Town for bid purposes. Cost for these to be repaid by non-refundable deposit from plan holders.

3.3 Addenda
Prepare and distribute addendum required to modify the requirements of the project during bidding, respond to requests for clarification, and issue instructions to bidders as directed by the Town of Addison.

3.4 Receive Bids – Not in Contract
Assist the Town of Addison in receiving and opening bids for construction of the project.

3.5 Bid Tabulation
Prepare a tabulation of bids for the project and verify the bid amounts. Evaluate the lowest and second lowest bidder, including obtaining information on past work history and physical resources.

3.6 Recommendation for Award
Prepare a recommendation for award of contract or other action and notify bidders of the action taken by the Town of Addison.

4.0 CONTRACT ADMINISTRATION

4.1 Pre-construction Meeting
Attend one (1) pre-construction meeting with the selected contractor, prepare a record of the meeting, and distribute it to all attendees.

4.2 Site Visits
Complete 8 weekly site visits throughout the project construction as directed by the Town of Addison.

4.3 Shop Drawing Review
Review shop drawings, submittals, substitutions and other documents provided by the contractor to determine compliance with the contract requirements and design intent. Prepare responses and comments on each submittal and transmit copies to the contractor and Town staff. Maintain a record of submittals and responses. Routine shop drawings

and submittals generally will be reviewed and returned within seven working days after receipt.

4.4 Request for Information

Respond to Request for Information received from the Contractor.

4.5 Final Walk Through and Punch List Preparation

Assist Town of Addison in conducting a final inspection of the completed construction. Prepare a record of observations and items requiring correction by the contractor prior to the contractor's final payment.

4.6 Prepare Record Drawings

Utilizing Contractor construction record information, prepare and provide a CD containing Record Drawing in digital format (PDF and CAD).

5.0 Survey and SUE Services

5.1 Topographic Survey for Design

Establish Horizontal and Vertical control utilizing the Texas Coordinate System of 1983, North Central Zone, apply appropriate scale factor for adjustment to surface coordinates, if required. Two Control Points will be set for each location and described by coordinates and location on the final plans.

Prepare a topographic survey of existing conditions tying all features from ROW to ROW and tying street/alley intersections 25 feet each way along the curb line. The finish floor elevation of each adjacent residence within the project limits will also be obtained.

Field verify location and elevation of existing utilities, public and franchise, appurtenances and other utility improvements affecting the design and construction. Texas 811 will be contacted to mark the approximate position of existing franchise utilities prior to the topo survey beginning. Town of Addison Public Works will be contacted to mark existing public utilities.

Field verify location, top of structure, and flowline of structure for existing storm drainage structures affecting design and construction within the project area.

Survey shall include location of visible existing boundary monumentation only along the street frontage limits. The street addresses of each property and approximate boundaries of individual lots will be shown on the topographic survey deliverable.

Any easements that may be required are not included in this Scope of Work. If easements are deemed necessary a change order for additional survey work to prepare said easements will be required.

No right of entry letters are included as part of this contract. Town will provide right of entry coordination, if required.

5.2 Subsurface Utility Engineering
Perform a QL C and QL D preliminary SUE investigation.

6.0 EXCLUSIONS

The intent of the scope is to include only the services specifically listed above and none others. Services specifically excluded from this Scope of Services include, but are not necessarily limited to the following:

- Computer modeling and routing of stormwater flows
- Title searches
- Fees for permits and advertising
- Traffic engineering report or studies
- Floodplain reclamation plans
- Construction Inspection Services
- Designs for trench safety
- Retaining walls, etc., not included in proposal
- Revisions to plans as a result of revisions after completion of original final design (unless to correct error on plans)
- Consulting services by others not included in proposal
- Quality control and testing services during construction
- Prints furnished after acceptance of the required sets for construction in accordance with this Agreement
- Environmental Services / Archeological Research

- Prepare to serve or serve as an expert witness on behalf of the Town in connection with any public hearings or legal proceedings

- Review monthly requests for payment from the contractor and prepare a recommendation for action by the Town of Addison

- Review the Contractor's monthly progress reports and provide review comments to the Town of Addison

- This project includes the design of on-site facilities only. Design of any off-site road, utility or drainage facility extensions which may be required to serve the project is not included in the engineer's scope

- Street lighting and electrical design and layout

- Hydraulic or Hydrologic Studies including existing drainage channel behind Oaks North Drive. Studies to be provided by the Town

- Landscape and Irrigation Design

- TV Inspection of existing wastewater or storm drainage system

- Right-of –Way Determination or Acquisition Services

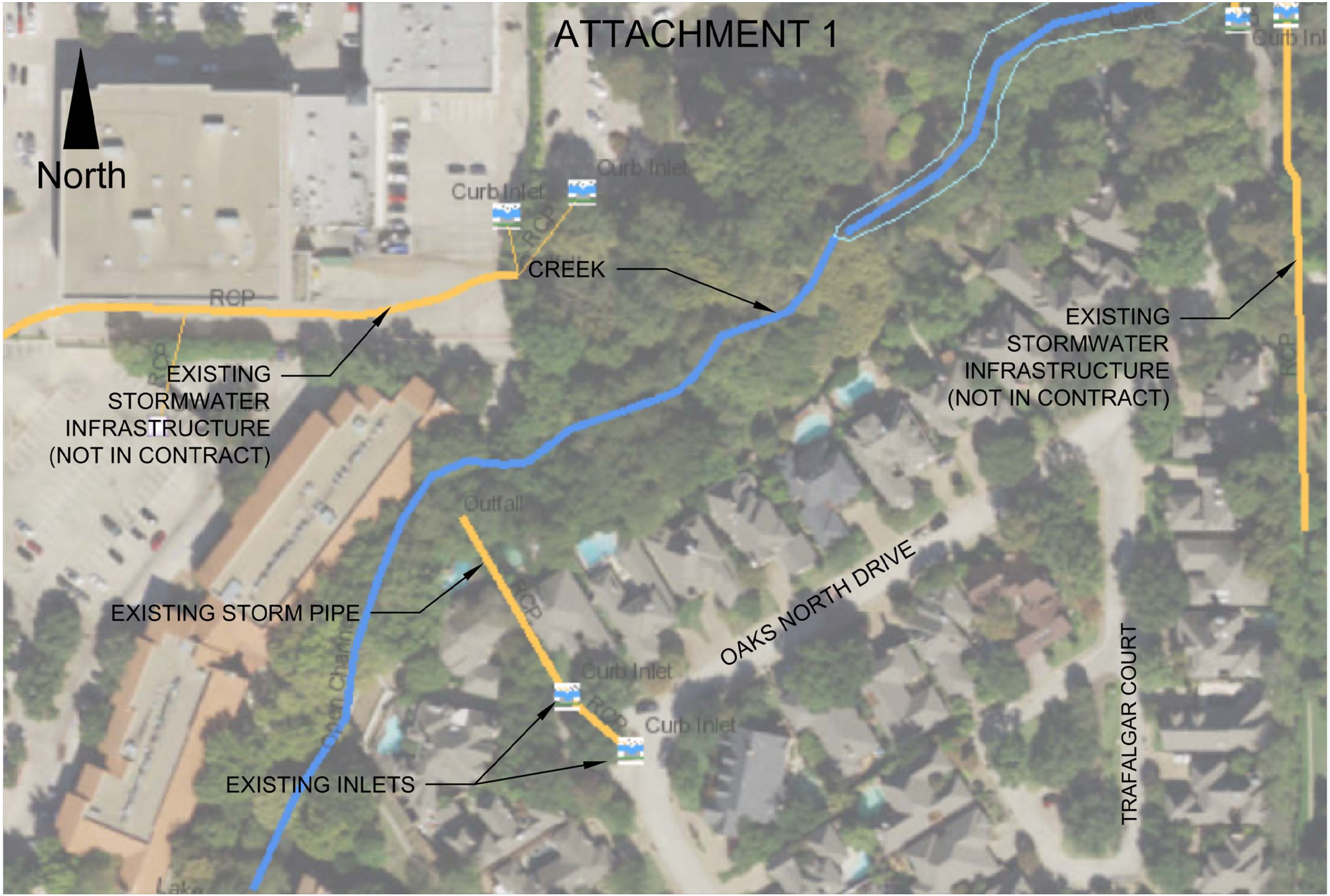
- Storm Water Pollution Prevention Plan (SWP3)

EXHIBIT C

TOWN OF ADDISON
DRAINAGE IMPROVEMENTS
MONTFORT AVENUE AND OAKS NORTH DRIVE

TASK/DESCRIPTION	PRINCIPAL	SENIOR PROJECT MANAGER	PROFESSIONAL ENGINEER	ENGINEER-IN-TRAINING	SENIOR CADD TECH	SENIOR SURVEY TECHNICIAN	RPLS	2-MAN FIELD PARTY	FIELD INSPECTOR	ADMIN / CLERICAL	TOTAL MAN-HOURS	LABOR CHARGES	SUB CONSULT'S	TOTAL COST FOR TASK (INCL MULT'S)
TASK 3 - BID PHASE SERVICES														
3.1 PRE-BID MEETING														
3.2 PLAN DISTRIBUTION														
3.3 ADDENDA														
3.4 PREPARE FINAL SPECIFICATIONS														
SUBTOTAL HOURS/COSTS (Lump Sum Fee)														
TASK 4 - CONTRACT ADMINISTRATION														
4.1 PRE-CONSTRUCTION MEETING														
4.2 SITE VISITS (WEEKLY)														
4.3 SHOP DRAWING REVIEW														
4.4 REQUEST FOR INFORMATION														
4.5 FINAL WALK THROUGH AND PUNCH LIST														
4.6 RECORD DRAWINGS														
SUBTOTAL HOURS/COSTS (Lump Sum Fee)														
TASK 5 - REIMBURSABLES														
5.1 REIMBURSABLES (TO BE BILLED AT ACTUAL COST X 1.1) (ESTIMA														$500
SUBTOTAL HOURS/COSTS (Estimated Fee)														$500
FEE SUMMARY														
TASK 0 - PROJECT MANAGEMENT & COORDINATION														
TASK 1 - FIELD TOPOGRAPHIC SURVEYING			2.0			16.0		20.0			38	$6,230		$6,230.00
TASK 2 - SPECIAL SERVICES														
TASK 2 - DESIGN (CREDIT)														($6,265.00)
TASK 2A - Change Order No.1 DESIGN	4.0	22.0	52.0	84.0	84.0					10.0	256	$35,090		$35,090.00
TASK 3 - BID PHASE SERVICES														
TASK 4 - CONTRACT ADMINISTRATION														
TASK 5 - REIMBURSABLES (ESTIMATED)														$500.00
TOTAL HOURS	4.0	22.0	54.0	84.0	84.0	16.0		20.0		10.0	294	$41,320		$35,555
HOURLY RATES	$300.00	$210.00	$175.00	$110.00	$120.00	$130.00	$155.00	$190.00	$95.00	$85.00				
													TOTAL FEE	$35,555

ATTACHMENT 1



ATTACHMENT 2



Work Session and Regular Meeting **11.**

Meeting Date: 01/08/2019

Department: Information Technology

Pillars: Gold Standard in Public Safety

Milestones: Maximize use of cutting edge technology to enhance public safety

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AGENDA CAPTION:

Present, Discuss, and Consider Action on a **Resolution Approving a Software License and Services Agreement Between the Town of Addison and Mark43, Inc., for the Evaluation, Consultation, Implementation, Customization, Data Conversion, and Configuration of the Software as a Service for a Police Records Management System and Authorize the City Manager to Execute the Agreement** in an Amount not to Exceed $488,321.

BACKGROUND:

As the cities of Addison, Carrollton, Coppell and Farmers Branch planned the North Texas Emergency Communication Center (NTECC), the cities initially agreed to pursue a shared Records Management System (RMS). A RMS provides for the creation, storage, retrieval, and viewing of information, records, documents, and files pertaining to law enforcement operations such as incident and accident reports, arrests, citations, warrants, case management and field contacts.

Due to a delay in establishing the NTECC, the cities of Coppell and Farmers Branch decided to retain their current RMS vendors and interfaced it with the NTECC. This left Addison and Carrollton to determine how best to proceed with a RMS solution.

The Town's existing RMS was purchased from TIBURON and IBM in 1999. It was updated in 2009. After careful evaluation, Addison and Carrollton determined that it would be more efficient (monetarily and operationally) to partner in the procurement and implementation of a new RMS system that will integrate/interface with the existing systems provided by NTECC.

A Request for Proposal (RFP) for a joint RMS was developed and released. A total of five (5) proposals were received from ICS, Mark43, Superion, Tritech and Tyler Technologies. A thorough evaluation of the five vendors was conducted utilizing the evaluation criteria of Demonstrated Confidence (25%), Qualifications (25%), Price (20%) and Application Capabilities (30%). Mark43 Inc. earned the best ranking.

Budgetary Impact
The total cost of implementation, including professional services, training, data conversation, and license fees for 5 years is $488,321. This is a budgeted item from remaining 2012 Consolidated Dispatch Bond Funds.

The Addison Police Department was one of 13 agencies selected to receive grant funding under the FY2019 NCS-X NIBRS Implementation Assistance Program. This $95,000 grant to Addison will be paid as a reimbursement after the system is operational.

RECOMMENDATION:
Administration recommends approval.

Attachments

Resolution - Mark43 Contract
Statement of Work - Mark43

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A SOFTWARE LICENSE AND SERVICES AGREEMENT BETWEEN THE TOWN OF ADDISON AND MARK43, INC., FOR THE EVALUATION, CONSULTATION, IMPLEMENTATION, CUSTOMIZATION, DATA CONVERSION, AND CONFIGURATION OF THE SOFTWARE-AS-A-SERVICE IN AN AMOUNT NOT TO EXCEED $488,321.00, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The Software License and Services Agreement between the Town of Addison and Mark43, Inc. for the evaluation, consultation, implementation, customization and configuration of the software-as-a-service in an amount not to exceed $488,321.00, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

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

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 8th day of January, 2019.

_____
Joe Chow, Mayor

ATTEST:

By: _____
Irma Parker, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement (this "**Agreement**") is effective as of **January __, 2019** (the "**Effective Date**") by and between Mark43, Inc. ("**Mark43**"), with a place of business at 28 E. 28th 12th Floor, New York, NY 10016, and Town of Addison, Texas ("**Subscriber**"), with a place of business at 16801 Westgrove, Addison, Texas 75001.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS.

1.1 **Defined Terms**. Defined terms have the meanings set forth in this Article 1 (Definitions) and elsewhere in this Agreement when capitalized, and may be read in singular, plural or an alternative tense as the context requires.

1.2 "**Affiliate**" means, with respect to any entity, any other entity who, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. The term "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 the ownership of voting securities, by contract or otherwise.

1.3 "**Applicable Law**" is defined in Section 9.12.

1.4 "**Applications**" means the Records Management System and other applications as described in Schedule A.

1.5 "**Authorized User**" means an Affiliate, employee, agent or independent contractor of Subscriber (solely to the extent such said user is providing services to Subscriber), who has been authorized by Subscriber to use the SaaS Services.

1.6 "**Documentation**" means the user guides and user manuals for the SaaS Services that Mark43 provides to Subscriber.

1.7 **"Go Live"** means the date of cutover to each respective Mark43 Application.

1.8 **"Integration Control Document"** means the agreement, if applicable, governing any integrations with Third Party Applications.

1.9 "**Intellectual Property Rights**" means all intellectual and industrial property rights, whether now existing or existing in the future, including without limitation, (i) all patent rights, including any rights in pending patent applications and any related rights; (ii) all copyrights and other related rights throughout the world in works of authorship, including all registrations and applications therefor; (iii) all trademarks, service marks, trade dress or other proprietary trade designations, including all registrations and applications therefor (iv) all rights throughout the world to proprietary know-how, trade secrets and other confidential information, whether arising by law or pursuant to any contractual obligation of non-disclosure; and (v) all other rights covering industrial or intellectual property recognized in any jurisdiction.

1.10 "**Professional Services**" means the evaluation, consultation, implementation, customization, configuration and other services offered by Mark43 in connection with the SaaS Services.

1.11 "**Regular Usage Period"** for any Application commences upon the occurrence of Go Live for that Application.

1.12 "**SaaS Services**" means the Applications, Software, and related software-as-a-service, hosting, maintenance and support services made available by Mark43 for remote access and use by Subscriber, including any Documentation thereto.

1.13 **"Services**" means the services provided or required to be provided by or through Mark43, including without limitation, SaaS Services and Professional Services.

1.14 **"Software**" means the object code version of Mark43's computer software and all Updates made available by Mark43 to Subscriber under this Agreement.

1.15 **"Statement of Work**" means a detailed plan of work to be agreed by the Parties in conjunction with and in compliance with the terms of this Agreement.

1.16 "**Subcontractor**" means any third-party vendor, manufacturer, service provider or other entity that is or may be engaged by Mark43 for performance of the Services under this Agreement.

1.17 "**Subscriber Data**" means all data, information, content and other materials stored or transmitted by Subscriber and any Authorized User through the SaaS Services (i) in their user accounts; and (ii) on any Third Party Application, excluding any Third Party Data and any Mark43 Data.

1.18 "**Term**" means the Initial Term and any Renewal Term.

1.19 **"Third Party Application**" means a third-party service approved by Mark43 to which Subscriber and any Authorized User facilitates Mark43's access to, and use, of the SaaS Services, via an application programming interface (API) or other means. Mark 43's approval of a Third Party Application shall not be unreasonably withheld, conditioned, delayed, or denied.

1.20 **"Third Party Components"** means any components of the SaaS Service from time to time that are provided by third parties (e.g., Google Maps).

1.21 **"Third Party Data"** means any data owned by a third party that Mark43 provides to Subscriber via the SaaS Service.

1.22 "**Third Party Provider**" means third parties, including other vendors, state agencies and local agencies, that control products and/or databases with which Mark43 SaaS Services are to be interfaced.

1.23 "**Updates**" means any and all new releases, new versions, patches and other updates, including major and minor upgrades, for the SaaS Services that Mark43 makes generally available without additional charge to its other subscribers of the SaaS Services.

1.24 "**Vendors**" means third parties with whom Mark43 contracts to provide components of the SaaS Services, and includes without limitation, Amazon Web Services (for platform hosting) and Google (for Google Maps).

1.25 "**Website**" means any Internet website through which Mark43 provides the SaaS Services under this Agreement.

2. SERVICES.

2.1 **SaaS Services**. Subject to the terms of this Agreement, and during the Term, Mark43 hereby grants a non-exclusive, non-transferable, non-sublicensable license to Subscriber and its Authorized Users to access and use the SaaS Services through the Website for Subscriber's internal purposes and in accordance with the terms and conditions of this Agreement. Mark43 will be responsible for hosting the Website, and Subscriber and its Authorized Users will be responsible for obtaining internet connections and other third party software, hardware and services necessary for it to access the Website through the Internet, including without limitation as set forth in **Schedule C**, "**Technical Requirements**." Subscriber will be responsible to Mark43 for compliance with the restrictions on use and other terms and conditions of this Agreement by any of its Authorized Users.

2.2 **Professional Services**. Mark43 offers Professional Services in connection with the SaaS Services as further described in Schedule A. To the extent any Professional Services involve the development of any customization or configuration to the SaaS Services, all Intellectual Property Rights to such customization or configuration will be solely owned by Mark43 and will be deemed to be included in the definition of SaaS Services and licensed to Subscriber on the terms set forth herein.

2.3 **Access to Documentation**. Mark43 will provide Subscriber via the Website or other means with access to the Documentation, as may be updated from time to time. Subscriber may print copies of, use, and permit its Authorized Users to use, the Documentation solely in connection with the use of the SaaS Services.

2.4 **Support Services**. Mark43 will provide a telephone-based help desk through which it will respond to inquiries about the SaaS Services from Subscriber via telephone from 7 AM to 7 PM (Eastern Time), Mondays through Fridays (excluding U.S. Federal holidays). Mark43 also provides a 24/7 email based help desk for the SaaS Services as set forth in Schedule A.

2.5 **Restrictions on Use.** Subscriber and its Authorized Users will not (and will not permit any third party to): (i) share Subscriber's or any Authorized User's login credentials; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, underlying ideas, algorithms, file formats, or interface protocols of the SaaS Services or of any files contained in or generated by the SaaS Services; (iii) copy, modify, adapt or translate the SaaS Services or the Third Party Data, or otherwise make any use, resell, distribute or sublicense the SaaS Services or the Third Party Data other than in connection with this Agreement; (iv) make the SaaS Services available on a "service bureau" (i.e. time sharing, subleasing, sublicensing or rental) basis or allow any third parties to use

the SaaS Services; (v) disclose the SaaS Services or any of its components to third parties; (vi) remove or modify any proprietary marking or restrictive legends placed on the SaaS Services or the Third Party Data; (vii) use the SaaS Services or the Third Party Data in violation of any Applicable Law; (viii) create or augment any mapping-related dataset including a mapping or navigation dataset, business listings database, mailing list, or telemarketing list) for use in an implementation that is not connected to the Services; (ix) use the SaaS Services or the Third Party Data in violation of any Applicable Law; (x) introduce into the Services any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature; (xi) use the Services to post advertising or listings; (xii) use the Services to defame, abuse, harass, stalk, or threaten others; (xiii) permit access or use of the Services by any individual outside the United States; (xiv) hide or obscure any Authorized User's location; (xv) permit access or use of the Services, for any activities other than to enhance Subscriber's own services, where reliance solely on, or failure to use, the Services could lead to death, personal injury, or property damages. Subscriber and its Authorized Users will not access the SaaS Services if in direct competition with Mark 43, and will not allow access to the SaaS Services by any party who is in direct competition with Mark43, except with Mark43's prior written consent. Subscriber shall comply with additional restrictions on use of the Services in Additional Terms, as defined in Section 2.10 below. Subscriber is permitted to utilize the Data Lake Application to store Subscriber Data as further described in Schedule A.

2.6 **Security Obligations.** Subscriber agrees it and its Authorized Users shall securely manage their respective password(s) for access to the SaaS Service. Subscriber agrees it shall notify Mark43 promptly in the event it becomes aware of any unauthorized access or use of the SaaS Service, or of any of its or its Authorized Users passwords or accounts. Unless expressly stated otherwise in this Agreement, a single username or password may not be used by more than one (1) Authorized User. [In addition, Authorized Users may log into the SaaS Service from only one location at any given time – concurrent usage (or sign in) under a single username is prohibited.] Subscriber is responsible for all activities conducted within User accounts in use of the SaaS Service. Subscriber shall comply with all applicable local, state, federal and regional or other laws and regulations applicable in connection with use of the SaaS Service, including all those related to data privacy and the transmission of technical or personal data. Subscriber agrees to (a) provide true, accurate, current and complete registration data for each account it creates via the SaaS Service, and (b) maintain and promptly update the registration data to keep it true, accurate, current and complete.

2.7 **Title.** As between Mark43 and Subscriber, Mark43 retains title to and ownership of the SaaS Services, including all copyrights and other Intellectual Property Rights relating thereto. Mark43's licensors retain title to and ownership of the Third Party Data and the Third Party Components, including all copyrights and other intellectual property rights relating thereto. Subscriber will have no rights with respect to the SaaS Services, the Third Party Data or the Third Party Components other than those expressly granted under this Agreement; provided that the foregoing does not restrict any rights in any Third Party Data that Subscriber may have access to pursuant to a separate third party agreement. Any suggestions for changes or improvements to Services that Subscriber provides to Mark43, whether solicited by Mark43 or not, shall be owned by Mark43 and Subscriber hereby irrevocably assigns, and shall assign, to Mark43 all right, title, and interest in and to such suggestions. Mark43 shall have no obligation to incorporate such suggestion into its products or Services.

2.8 **Subscriber Data.** As between Mark43 and Subscriber, Subscriber owns and shall retain all right, title, and interest, including, without limitation, all Intellectual Property Rights, in and to the Subscriber Data. Subscriber shall have the sole responsibility for the accuracy, quality, and legality of the Subscriber Data, including obtaining all rights and consents necessary to share the Subscriber Data with Mark43 as set forth in this Agreement. Notwithstanding anything to the contrary contained herein, to the extent allowed by law, Subscriber hereby grants to Mark43 (i) a revocable, royalty free, non-exclusive, sublicensable (but only as permitted herein) license to use the Subscriber Data to provide the SaaS Services to Subscriber; (ii) a perpetual, royalty-free license to use the aggregated, anonymized information about the use of the SaaS and Services by the Subscriber, including information that may be derived from the Subscriber Data to operate, maintain, manage, analyze and improve the SaaS Services, and for Mark43's internal purposes to improve the Applications, Software, and related services, and any other uses disclosed under the Agreement or any statement of work. Subscriber may revoke its consent to Mark43's collecting and using such data pursuant to (i) above by written notice to Mark43; provided, however, that in such case or in the case of any of the foregoing licenses not being allowed by law, Subscriber understands and agrees that such revocation of consent may impair or render impossible the Subscriber's use of the SaaS Services, and Mark43 shall not be liable for any resulting impairment or disruption or other impact on service. Mark43 may not sell or offer for sale any Subscriber Data, whether in Subscriber identifiable, or

anonymized and aggregated form. Additional Mark43 practices with respect to Subscriber Data are further detailed in the Data Processing Addendum attached as Schedule F hereto.

2.9 Third Party Applications. If Subscriber installs or enables a Third Party Application for use with the SaaS Services, Subscriber grants (and will cause the applicable third party to grant) Mark43 permission to access Subscriber Data stored on that Third Party Application as required for the interoperation of that Third Party Application with the SaaS Services. In no event will Mark43 be responsible for any Third Party Application, or for any failure of a Third Party Application to properly interoperate with the SaaS Services. If Mark43 receives information that a Third Party Application may violate any Applicable Laws or Third Party rights, Subscriber will, promptly upon receiving notice of the foregoing from Mark43, disable any connection between such Third Party Application and the SaaS Services to resolve the potential violation (and if Subscriber fails to promptly disable such connection, Mark43 shall have the right to do so).

2.10 Third Party Components.

(a) **Use of Third-Party Components.** Mark43 may use Vendors to provide certain functions of the Services purchased under this Agreement, including without limitation, hosting and data analysis.

(b) **Additional Terms.** Certain Vendor policies and terms and conditions of service shall apply to the Services. Such terms, or URL locator addresses for such terms, will be provided on **Schedule D** or in writing from time to time, "**Additional Terms.**" If any of the Vendors and/or licensors of the Third-Party Components require Mark43 to flow down any Additional Terms to Subscriber, Subscriber's use of such Third-Party Components, as incorporated into the SaaS Service, shall be subject to such Additional Terms. In the event of any inconsistency or conflict between the Additional Terms and the terms of this Agreement, such Additional Terms shall govern only with respect to Subscriber's use of the applicable Third Party Component.

(c) **DISCLAIMER REGARDING THIRD PARTY COMPONENTS.** MARK43, NOT BEING THE PROVIDER OR MANUFACTURER OF THE THIRD PARTY COMPONENTS, NOR THE PROVIDERS' OR MANUFACTURERS' AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE THIRD PARTY COMPONENTS AND DISCLAIMS ANY SUCH WARRANTIES THAT MIGHT OTHERWISE EXIST. For any Third Party Component that is essential to Subscriber's use of the SaaS Services, to the extent any such Third Party Component no longer exists or is not usable on an ongoing basis, Mark43 shall endeavor to provide a replacement, substitute or workaround as soon as reasonably feasible. Nothing in this Section 2.10(c) excuses Mark43 from providing the Applications identified on Schedule A in accordance with the terms of this Agreement.

2.11 Third Party Data. Subscriber shall access and use the Third Party Data in accordance with the terms and conditions of the agreement between the Subscriber and the provider of such Third Party Data. MARK43, NOT BEING THE PROVIDER OR MANUFACTURER OF THE THIRD PARTY DATA, NOR THE PROVIDERS' OR MANUFACTURERS' AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE THIRD PARTY DATA AND DISCLAIMS ANY SUCH WARRANTIES THAT MIGHT OTHERWISE EXIST.

2.12 Agreements with Third Party Providers. Subscriber, and not Mark43, is solely responsible for establishing any required agreement(s) and/or statement(s) of work with Third Party Providers in connection with the interfaces, and for paying all fees, costs and expenses of Third Party Providers. Third Party Providers do not have privity of contract with Subscriber or Mark43 pursuant to this Agreement.

2.13 Changes to Services. Mark43 may make changes and Updates to its Services, provided that it does not materially derogate the overall quality of the Services. Mark43 does not guarantee that the Services are or will remain compatible with any particular third party software or equipment, and may, upon thirty 30 days' written notice, terminate its support for, any software or equipment of Subscriber that Mark43 determines are incompatible with the operation of the Services. Mark43 shall produce and distribute release notes to Subscriber prior to scheduled releases to production.

2.14 Subcontractors. Mark43 shall obtain Subscriber's approval for any Subcontractor, which approval may not be unreasonably withheld. In the event that Subscriber withholds its approval of a particular Subcontractor, Mark43 shall promptly replace such Subcontractor. In instances for which Mark43 exercises its right to use a Subcontractor, Mark43 shall remain responsible for the duties imposed upon it herein.

2.15 **No Third Party Beneficiaries.** No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any third party.

2.14 **SaaS Services Redundancy**. As of the Effective Date of this Agreement, Mark43 utilizes Amazon Web Services (AWS) as its Hosting Provider for the SaaS Services. Mark43 server environments rely on AWS availability zones to ensure high availability and redundancy; all Mark43 production servers are mirrored in a separate availability zone. Availability zones are geographically disparate data centers in the AWS GovCloud region and are active/active allowing for immediate failover. As of the Effective Date, AWS performs all backups of the Mark43 production environment.

3. FEES AND PAYMENT TERMS.

3.1 Fees for Mark43 Services. Subscriber will pay Mark43 fees as stated on Schedule A (the "**Fees**") attached hereto in accordance with the payment schedule set forth on Schedule A. All payments of Fees are non-refundable. All amounts stated in this Agreement or on any invoice are in U.S. dollars, and all payments will be made in U.S. dollars.

3.2 **Third-Party Data and Third-Party Components**. Additional fees may apply to the use of certain Third-Party Data and Third-Party Components, which if provided by Mark43, such fee may be included within the Fees. Mark43 may pass through any increase in such fees for Third Party Components or Third Party Data, relating to any existing Services, by giving Subscriber one hundred and eighty (180) days' advance notice.

3.3 **Taxes**. Subscriber is a tax-exempt entity and will provide such documentation on request to Mark43 in order to waive all taxes, including sales, use, excise, and other governmental fees, duties, and charges (and any penalties, interest, and other additions thereto) that are imposed with respect to the transactions and payments under this Agreement (excluding taxes based on Mark43's income or employment) ("**Indirect Taxes**"). All Fees are exclusive of Indirect Taxes.

3.4 All obligations of Subscriber under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.

4. TERM AND TERMINATION.

4.1 **Term.**

(a) Initial Term**.** The initial term of this Agreement begins on the Effective Date and will continue for the period set forth on Schedule A, unless and until terminated in accordance with Section 4.2 (the "**Initial Term**").

(b) Renewal Terms**.** Upon expiration of the Initial Term or any Renewal Term, this Agreement will automatically renew for successive periods as set forth on Schedule A (each, a "**Renewal Term**") at the rates set forth on Schedule A, unless either party provides the other with written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term.

4.2 **Temporary Suspension and Termination**.

(a) Either party may terminate this Agreement upon written notice to the other party, if the other party breaches a material term of this Agreement and such breach remains uncured for thirty (30) days after the other party's receipt of such notice.

(b) If Mark43 reasonably determines that Subscriber's use of the Services either: (i) fails to comply with the Restrictions on Use in Section 2.5; (ii) poses a security risk to the Services or any third party, (iii) creates or is likely to create an adverse impact (e.g. degraded performance), on Mark43's systems, the Services, or the systems or content of any other subscriber; or (iv) subjects Mark43 or its Affiliates to possible liability, then Mark43 may immediately upon written notice to Subscriber temporarily suspend Subscriber's and any Authorized User's right to access any portion or all of the Services, pending remedial action by Subscriber, or after a period of 30 days, terminate the Services.

(c) In the event of a failure or lack of availability of the SaaS Services for any reason resulting in a critical degradation of the SaaS Services for more than twenty-four (24) hours (other than a reason provided for in Section 9.4 of this Agreement), Subscriber shall have the right to immediately terminate this Agreement in addition to the right to seek any other remedies available in law or equity pursuant to this Agreement.

4.3 **Professional Services.** If at any time during the term of this Agreement, and solely with respect to the Professional Services, Mark43 shall fail to commence the work in accordance with the provisions

of this Agreement or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Agreement or fail to use an adequate quality of personnel to complete the work or fail to perform any of its obligations under this Agreement, then Subscriber shall have the right, if Mark43 shall not either take steps to begin to cure any such default within two (2) business days after written notice thereof, or cure such default within ten (10) business days after written notice thereof, to seek the remedies set forth below. Any such act by Subscriber shall not be deemed a waiver of any other right or remedy of Subscriber. If after exercising any such remedy due to Mark43's nonperformance of Professional Services under this Agreement, the cost to Subscriber to complete the work to be performed under this Agreement is in excess of that part of the fees under this Agreement which have not theretofore been paid to Mark43 hereunder, Mark43 shall be liable for and shall reimburse Subscriber for such excess.

Subscriber's remedies for Mark43's default or breach of this Section 4.3 shall be limited to one or more of the following remedies which may be exercised separately or in combination at Subscriber's sole exclusive choice:

i. Specific performance of the Professional Services;

ii. Re-performance of the Professional Services at no extra charge to Subscriber;

iii. Monetary damages; or

iv. All other remedies available in law or equity pursuant to this Agreement.

4.4 **Termination for Convenience**. Subscriber, by 90 days' written notice, may terminate this Agreement when it is in the Subscriber's interest; provided that prior to any such effective date of termination, Subscriber shall pay for all Services rendered for periods up to and including the effective date of termination, including the pro rata portion of any Professional Services.

4.5 **Effect of Termination**. In the event of any termination or expiration of this Agreement,

(a) Subscriber will pay Mark43 all amounts payable hereunder as of the termination or expiration date and, in the case of an early termination, Subscriber shall be refunded the prorated portion of any amounts prepaid for periods beyond the effective date of termination;

(b) all rights and licenses granted hereunder to Subscriber (as well as all rights granted to any Authorized Users of Subscriber) will immediately cease, including but not limited to all use of the SaaS Services; and

(c) Mark43 will provide records to Subscriber in accordance with its transition assistance services ("**Transition Assistance**") as set forth in Schedule B.

(d) Subscriber will, upon written request of Mark43, either return to Mark43 or provide Mark43 with written certification of the destruction of, all documents, computer files and other materials containing any Confidential Information, as that term is defined in Section 5 of this Agreement, of Mark43 that are in Subscriber's possession or control.

4.6 **Survival.** The following provisions will survive any termination or expiration of this Agreement: Section 2.8 ("Subscriber Data"), Section 2.10 ("Third Party Components"), Section 2.11 ("Third Party Data"), Section 4.4 ("Effect of Termination"), Section 5 ("Confidentiality"), Section 6.2 ("No Other Warranties"), Section 7 ("Limitation of Liability"), Section 8 ("Indemnification and Insurance"), Section 9 ("Miscellaneous"), Schedule B ("Transition Assistance") and this Section 4.5 ("Survival").

5. CONFIDENTIALITY.

5.1 **Definition of Confidential Information.** For the purposes of this Agreement, "**Confidential Information**" means: (a) with respect to Mark43, the SaaS Services, and any and all source code relating thereto, as well as Documentation and non-public information or material regarding Mark43's legal or business affairs, financing, customers, properties or data, and (b) with respect to Subscriber, any non-public information or material regarding Subscriber's legal or business affairs, financing, customers, properties or data (for the avoidance of doubt, including Subscriber Data). Notwithstanding any of the foregoing, Confidential Information does not include information which: (i) is or becomes public knowledge without any action by, or involvement of, the party to which the Confidential Information is disclosed (the "**Receiving Party**"); (ii) is documented as being known to the Receiving Party prior to its disclosure by the other party (the "**Disclosing Party**"); (iii) is independently developed by the Receiving Party without reference or access to the Confidential Information of the Disclosing Party and is so documented; or (iv) is obtained by the Receiving Party

without restrictions on use or disclosure from a third person who did not receive it, directly or indirectly, from the disclosing party.

5.2 **Use and Disclosure of Confidential Information.** The Receiving Party will, with respect to any Confidential Information disclosed by the Disclosing Party before or after the Effective Date: (i) use such Confidential Information only in connection with the Receiving Party's performance of this Agreement; (ii) subject to Section 5.4 below, restrict disclosure of such Confidential Information within the Receiving Party's organization to only those of the Receiving Party's employees and independent contractors who have a need to know such Confidential Information in connection with the Receiving Party's performance of this Agreement and (iii) except as provided herein, not disclose such Confidential Information to any third party unless authorized in writing by the Disclosing Party to do so. Mark43 believes that disclosure of its Confidential Information would cause substantial competitive harm to Mark43.

5.3 **Protection of Confidential Information.** The Receiving Party will protect the confidentiality of any Confidential Information disclosed by the Disclosing Party using at least the degree of care that it uses to protect its own confidential information (but no less than a reasonable degree of care).

5.4 **Employee and Independent Contractor Compliance.** The Receiving Party will, prior to providing any employee or independent contractor access to any Confidential Information of the Disclosing Party, inform such employee or independent contractor of the confidential nature of such Confidential Information and require such employee or independent contractor to comply with the Receiving Party's obligations hereunder with respect to such Confidential Information.

5.5 **Required Disclosures.** If a party is requested to disclose any of the other party's Confidential Information pursuant to any judicial or governmental order issued by a court or other governmental agency in the United States having jurisdiction, that party will not disclose the Confidential Information without first giving the other party written notice of the request and sufficient opportunity to contest the order, to the extent such notice and opportunity to contest may be lawfully given. If one party is nonetheless legally compelled to disclose Confidential Information, such party may, without liability hereunder, disclose to such tribunal only that portion of the Confidential Information which such counsel advises it is legally required to be disclosed, provided that such party shall use its best efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with the other party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be afforded the Confidential Information by such tribunal.

Subscriber is subject to the provisions of the Texas Public Information Act ("PIA"). If a request for disclosure of this Agreement or any information related to the goods or services provided under the Agreement or information provided to Subscriber under this Agreement that constitutes a record under the PIA is received by Subscriber, the information must qualify for an exception provided by the PIA in order to be withheld from public disclosure. Mark43 authorizes Subscriber to submit any information contained in the Agreement, provided under the Agreement, or otherwise requested to be disclosed, including information Mark43 has labeled as confidential proprietary information, to the Office of the Attorney General for a determination as to whether any such information may be excepted from public disclosure under the Act. If Subscriber does not have a good faith belief that information may be subject to an exception to disclosure, Subscriber is not obligating itself by this Agreement to submit the information to the Office of the Attorney General. However, Subscriber agrees to notify Mark43 within ten (10) days of receipt of a request for disclosure of any information labeled as confidential or proprietary, information that Subscriber believes to be confidential or proprietary or any information that is excepted from the requirements of Section 552.021 of the Texas Government Code. It shall be the responsibility of Mark43 to make any legal argument to the Attorney General or appropriate court of law in compliance with the PIA regarding the exception of the information in question from disclosure, provided that (i) Subscriber shall afford Mark43 an opportunity to review copies of the records that Subscriber intends to disclose so that Mark43 may prepare and submit any legal arguments, as applicable, and (ii) nothing contained herein exempts Subscriber from asserting arguments against disclosure that Subscriber has the statutory obligation to present. Provided Subscriber has followed the process outlined in this provision, Mark43 waives any claim against and releases from liability Subscriber, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Agreement, or otherwise created, assembled, maintained, or held by Mark43 and determined by the Attorney General or a court of law to be subject to disclosure under the Texas Public Information Act.

5.6 **Information Collected Through SaaS Services.** Subscriber is solely responsible for compliance with applicable laws related to the manner in which Subscriber chooses to use the Services, including Subscriber's transfer and processing of Subscriber Data. Subscriber understands and agrees that

when it uses certain features of the SaaS Services, certain information and data may be collected from Authorized Users, including monitoring and recording activity, and tracking physical location, which may include personal identifying information. Subscriber agrees that Mark43 may use such information to (i) provide more effective Services, (ii) to develop and test its Services, (iii) to aggregate such information and combine it with that of other Users, and (iv) to use anonymous aggregate data to improve the Services. Provision of Services may involve the disclosure of such information to Vendors or Affiliates on the condition that they agree to treat such information in a manner substantially in accordance with this Agreement. Subscriber may revoke its consent to Mark43's collecting and using such data at any time by written notice to Mark43; provided, however, that Subscriber agrees that such revocation of consent may impair or render impossible the Subscriber's use of the SaaS Services. Mark43 shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures, or other representation of Subscriber unless Mark43 receives specific written authorization in advance from Subscriber. Such publications will be provided to Subscriber in draft form for Subscriber's advance review. Subscriber will review such drafts promptly and will provide comments to Mark43. Subscriber may require deletion of proprietary data or confidential information from such publications. The cost of Mark43's activities pertaining to any such publication or advertisement shall be paid entirely by Mark43. Nothing in this clause shall preclude Mark43 from listing Subscriber on its routine subscriber list for matters of reference.

5.7 CJIS Standards; Employee Background Checks.

(a) Subscriber understands and agrees that Mark43 utilizes third party vendors ("Hosting Providers") to host the SaaS Services. As of the Effective Date of this Agreement, Mark43 utilizes Amazon Web Services (AWS) as its Hosting Provider for the SaaS Services. Subscriber may request reasonable records from Mark43 from time to time to assess Mark43's adherence to requirements of the applicable Criminal Justice Information System (CJIS) Security Policy promulgated by the Federal Bureau of Investigation (FBI) as well as any requirements specifically applicable to the Texas CJIS. For the avoidance of doubt, Subscriber may need the consent of Hosting Provider to obtain any records or information from Hosting Provider. Information about AWS's commitment to support customers' federal and state CJIS compliance requirements is available here: https://aws.amazon.com/compliance/cjis/ and Mark43 will use reasonable efforts to assess that AWS complies with its own data protection practices.

(b) Subscriber will have the opportunity to run background checks on Mark43 employees that will have direct access to Subscriber Data in the production environment (such employees, the "Covered Employees"), provided that Mark43 may assume that a Covered Employee has been cleared by Subscriber if Mark43 does not receive an adverse response from Subscriber within thirty (30) days of a submission of a background check request. Subscriber reserves the right to prevent any Covered Employee from entering its physical premises at any time.

(c) Mark43 shall comply with all applicable requirements of the most current Federal and Texas CJIS Security Addenda provided to Mark43 by Subscriber.

6. REPRESENTATIONS AND WARRANTIES.

6.1 Power and Authority. Each party represents and warrants that it has the full right, power and authority to enter into this Agreement and to discharge its obligations hereunder and that the person signing this Agreement on behalf of the party has the authority to bind that party. Subscriber represents and warrants that it has obtained, and shall have, all necessary approvals, consents, and authorizations necessary for procurement under this Agreement and that its obligations under this Agreement do not, and shall not, exceed any budget authority limitations, during the Term of this Agreement. Subscriber further represents that it has not received federal funding in connection with procurement under this Agreement.

6.2 No Other Warranties. Use of the SaaS Services is not intended to be a substitute for the professional judgment of dispatchers, law enforcement officers, or first responders. The SaaS Services do not provide legal advice. Subscriber shall be responsible for all its own actions or failure to act in connection with the SaaS Services. Mark43 cannot guarantee that every error in the SaaS Services or problem raised by Subscriber will be resolved. THE SERVICES, THE THIRD PARTY COMPONENTS, AND THE THIRD PARTY DATA ARE PROVIDED "AS IS." MARK43 ASSUMES NO RESPONSIBILITY OR RISK FOR SUBSCRIBER'S USE OR MISUSE OF, OR FAILURE TO USE, THE INFORMATION PROVIDED THROUGH THE SAAS SERVICES. DUE TO THE NATURE OF SOFTWARE AND THE INTERNET, MARK43 CANNOT GUARANTEE THAT EVERY ERROR IN THE SAAS SERVICES OR PROBLEM RAISED BY SUBSCRIBER WILL BE RESOLVED. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6 NEITHER PARTY MAKES ANY

WARRANTY IN CONNECTION WITH THE SERVICES, THE THIRD PARTY COMPONENTS, THE THIRD PARTY DATA OR THIS AGREEMENT AND HEREBY DISCLAIMS ANY AND ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OR UNINTERRUPTED OPERATION OR THAT THE SERVICES, THIRD-PARTY COMPONENTS AND THIRD-PARTY DATA ARE UP TO DATE, ACCURATE OR COMPLETE, SECURE FROM LOSS OR DAMAGE, OR FREE OF HARMFUL COMPONENTS, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. HOWEVER, MARK43 WARRANTS THAT THE SYSTEM IS FIT FOR THE PURPOSES FOR WHICH IT IS INTENDED AS DESCRIBED IN THE RFP AND AS DESCRIBED HEREIN.

7. LIMITATION OF LIABILITY.

7.1 Liability Exclusion. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE, OR USE, OR FAILURE OF THE SERVICES, THE THIRD PARTY COMPONENTS OR THE THIRD PARTY DATA PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH, DAMAGE TO PROPERTY, ENVIRONMENTAL DAMAGE, LOSS OF PROFITS, REVENUES, ANTICIPATED SAVINGS, CUSTOMERS, OPPORTUNITIES, DAMAGE TO PRIVACY, REPUTATION OR GOODWILL OR UNAVAILABILITY OF THE SERVICES, REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

7.2 Limitation of Damages. MARK43'S MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED THE AGGREGATE AMOUNT OF THE SUBSCRIPTION FEES PAID AND PAYABLE DURING THE INITIAL TERM. MARK43 SHALL HAVE NO LIABILITY ARISING OUT OF OR RELATING TO THE THIRD-PARTY COMPONENTS OR THE THIRD-PARTY DATA.

7.3 Exceptions. NOTWITHSTANDING THE FOREGOING, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN SECTION 7.1 AND SECTION 7.2 SHALL NOT APPLY TO DAMAGES ARISING FROM EITHER PARTY'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT OR EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

8. INDEMNIFICATION AND INSURANCE.

8.1 Indemnification by Mark43. **MARK43 WILL DEFEND, INDEMNIFY AND HOLD HARMLESS SUBSCRIBER AND ITS AUTHORIZED USERS, AND EACH OF THEIR OFFICERS, DIRECTORS, MANAGERS, SHAREHOLDERS, MEMBERS AND EMPLOYEES FROM ANY AND ALL CLAIMS, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND EXPERT AND CONSULTING FEES) IN CONNECTION WITH ANY THIRD PARTY CLAIM ARISING AFTER THE EFFECTIVE DATE THAT THE USE OF THE SAAS SERVICES (EXCLUDING ANY OPEN SOURCE COMPONENTS) IN ACCORDANCE WITH THIS AGREEMENT INFRINGES OR MISAPPROPRIATES THE UNITED STATES INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTY; PROVIDED, HOWEVER, THAT THE FOREGOING OBLIGATIONS SHALL BE SUBJECT TO SUBSCRIBER (A) PROMPTLY NOTIFYING MARK43 OF THE CLAIM, (B) PROVIDING MARK43 WITH REASONABLE COOPERATION IN THE DEFENSE OF THE CLAIM WHEN SUBSCRIBER BECOMES AWARE AND (C) PROVIDING MARK43 WITH SOLE CONTROL OVER THE DEFENSE AND NEGOTIATIONS FOR A SETTLEMENT OR COMPROMISE; PROVIDED, HOWEVER, THAT MARK43 SHALL NOT ENTER INTO ANY SUCH SETTLEMENT WITHOUT SUBSCRIBER'S PRIOR WRITTEN CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD, AND THAT SUBSCRIBER SHALL BE PERMITTED TO PARTICIPATE IN THE DEFENSE OF ANY SUCH CLAIM, AT ITS OWN EXPENSE, WITH COUNSEL OF ITS CHOOSING. NOTWITHSTANDING THE FOREGOING, MARK43 SHALL HAVE NO OBLIGATION WITH RESPECT TO A THIRD PARTY CLAIM TO THE EXTENT THE THIRD PARTY CLAIM ARISES FROM: (S) CLAIMS ARISING OUT OF ACTS OR OMISSIONS OF SUBSCRIBER OR ITS USERS, EMPLOYEES OR CONTRACTORS; (T) CLAIMS BROUGHT BY SUBSCRIBER OR ITS AFFILIATES OR AUTHORIZED USERS; (U) CLAIMS ARISING FROM THE USE OF OLD VERSIONS SOFTWARE AFTER NOTICE AND RECEIPT OF MODIFIED OR UPDATED VERSIONS OF SOFTWARE; (V) CLAIMS ARISING FROM THE USE OF THIRD PARTY APPLICATIONS, THIRD PARTY COMPONENTS OR THIRD PARTY DATA; (W) CLAIMS ARISING FROM ANY DATA, PRODUCT SPECIFICATIONS, INFORMATION OR MATERIALS PROVIDED BY SUBSCRIBER HEREUNDER, WHEN USED IN CONNECTION WITH THE SAAS SERVICES OR ANY CUSTOMIZATION OR CONFIGURATION MADE TO THE SAAS SERVICE PROPOSED BY OR PROVIDED BY SUBSCRIBER UNDER A STATEMENT OF WORK; (X) USE OF THE SAAS SERVICES IN COMBINATION WITH MODULES, APPARATUS, HARDWARE, SOFTWARE, OR SERVICES NOT AUTHORIZED BY MARK43 OR SPECIFIED IN THE DOCUMENTATION FOR USE WITH THE SAAS SERVICES; (Y) USE OF THE SAAS SERVICES IN A**

MANNER THAT IS NOT IN ACCORDANCE WITH THIS AGREEMENT OR THE DOCUMENTATION; (Z) THE ALTERATION OR MODIFICATION OF THE SAAS SERVICES BY A PARTY OTHER THAN MARK43, UNLESS SUCH ALTERATIONS AND MODIFICATIONS WERE AUTHORIZED BY MARK43 OR SPECIFIED IN THE DOCUMENTATION FOR USE WITH THE SAAS SERVICES.

IF THE SERVICES ARE (OR MARK43 BELIEVES ARE LIKELY TO BECOME) THE SUBJECT OF A CLAIM FOR WHICH MARK43 WOULD BE OBLIGATED TO DEFEND AND INDEMNIFY PURSUANT TO THIS SECTION, THEN MARK43 MAY, AT ITS SOLE OPTION:

OBTAIN FOR SUBSCRIBER THE RIGHT TO CONTINUE USE OF THE SERVICES; OR

PROVIDE SUBSTITUTE PRODUCTS TO SUBSCRIBER PROVIDED THERE IS NO MATERIAL LOSS OF FUNCTIONALITY.

IF NEITHER OF THE FOREGOING OPTIONS IS REASONABLY AVAILABLE TO MARK43, THEN SUBSCRIBER MAY ELECT TO TERMINATE THE AGREEMENT, IN WHICH CASE MARK43 WILL REFUND ANY PREPAID FEES FOR THE SERVICES APPLICABLE TO PERIODS AFTER THE DATE OF TERMINATION AND PAY TO SUBSCRIBER ALL REASONABLE EXPENSES RELATED TO THE INSTALLATION AND CONVERSION TO THE NEW PRODUCT(S) AND INTERFACE(S).

8.2 Indemnification by Subscriber. **TO THE EXTENT AUTHORIZED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, SUBSCRIBER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS MARK43 AND ITS AFFILIATES, AND EACH OF THEIR OFFICERS, DIRECTORS, MANAGERS, SHAREHOLDERS, MEMBERS AND EMPLOYEES FROM ANY AND ALL CLAIMS, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND EXPERT AND CONSULTING FEES) IN CONNECTION WITH (I) ANY THIRD PARTY CLAIM ARISING FROM OR RELATING TO (I) ANY ALLEGATION THAT ANY DATA, PRODUCT SPECIFICATIONS, INFORMATION OR MATERIALS PROVIDED BY SUBSCRIBER HEREUNDER, INCLUDING, WITHOUT LIMITATION, THE SUBSCRIBER DATA AND THIRD PARTY APPLICATIONS, WHEN USED IN CONNECTION WITH THE SAAS SERVICES OR ANY CUSTOMIZATION OR CONFIGURATION MADE TO THE SAAS SERVICE PROPOSED BY OR PROVIDED BY SUBSCRIBER UNDER A STATEMENT OF WORK: (A) INFRINGES OR MISAPPROPRIATES ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, OR (B) VIOLATES ANY APPLICABLE LAWS; (II) THE ACTUAL OR ALLEGED VIOLATION OF APPLICABLE LAW BY SUBSCRIBER, ANY AUTHORIZED USER, OR ANY AFFILIATE, EMPLOYEE, AGENT OR INDEPENDENT CONTRACTOR OF SUBSCRIBER; OR (III) SUBSCRIBER'S BREACH OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE FOREGOING OBLIGATIONS SHALL BE SUBJECT TO MARK43 (X) PROMPTLY NOTIFYING SUBSCRIBER OF THE CLAIM, (Y) PROVIDING SUBSCRIBER WITH REASONABLE COOPERATION IN THE DEFENSE OF THE CLAIM AND (Z) PROVIDING SUBSCRIBER WITH SOLE CONTROL OVER THE DEFENSE AND NEGOTIATIONS FOR A SETTLEMENT OR COMPROMISE; PROVIDED, HOWEVER, THAT SUBSCRIBER SHALL NOT ENTER INTO ANY SUCH SETTLEMENT WITHOUT MARK43'S PRIOR WRITTEN CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD, AND THAT MARK43 SHALL BE PERMITTED TO PARTICIPATE IN THE DEFENSE OF ANY SUCH CLAIM, AT ITS OWN EXPENSE, WITH COUNSEL OF ITS CHOOSING; (II) DISABLING A CONNECTION TO A THIRD PARTY APPLICATION AT SUBSCRIBER'S REQUEST; OR (III) SUBSCRIBER'S ACTIONS OR FAILURE TO ACT, RESULTING IN ANY THIRD-PARTY CLAIM FOR PERSONAL INJURY OR DEATH, DAMAGE TO PERSONAL PROPERTY OR REPUTATION, ENVIRONMENTAL DAMAGE, INTERFERENCE WITH CONTRACT OR EMPLOYMENT, OR VIOLATION OF PRIVACY.**

8.3 Insurance. Mark43 shall comply with all insurance requirements stated in Schedule E.

9. MISCELLANEOUS.

9.1 Notices. Unless otherwise specified herein, all notices and other communications between the parties required or permitted by this Agreement or by Applicable Law, will be deemed properly given, if given by (i) personal service, (ii) registered or certified mail, postage prepaid, return receipt requested, or (iii) nationally recognized private courier service, to the respective addresses of the parties set forth below or such other addresses as the respective parties may designate by like notice from time to time. Notices so given will be effective upon (a) receipt by the party to which notice is given; or (b) on the fifth (5th) business day following mailing, whichever occurs first:

If to Mark43:

Mark43, Inc.
28 E. 28th Street
12th Floor
New York, NY 10016
Attn: David Jochim
Email: dave@mark43.com

If to Subscriber:

Town of Addison
16801 Westgrove Dr.
Addison, Texas 75001
Attn: Hamid Khaleghipour
Email: hkhaleghipour@addisontx.gov

Copy to:
Mark43, Inc.
28 E. 28th Street
12th Floor
New York, NY 10016
Attn: General Counsel
Email: contractnotices@mark43.com

9.2 **Assignment.** Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior, written consent of the other party; provided, however, that a party may, without the consent of the other party, assign or otherwise transfer this Agreement to an Affiliate or pursuant to a corporate reorganization, merger, acquisition or sale of all or substantially all of its assets. Any attempted assignment or other transfer in violation of the foregoing is null and void. The assignor must provide notice of a valid assignment no later than thirty (30) days following the assignment. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9.3 **Dispute Resolution**. In the event of a dispute arising under or relating to this Agreement, the parties agree to endeavor to resolve the dispute without litigation.

9.4 **Force Majeure.** Except with respect to failure to pay any amount due under this Agreement, nonperformance of either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts that are not caused by or within the control of the nonperforming party, orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party. With respect to the SaaS applications, Subscriber will not incur additional costs if Mark43 is required to process data at another site in the event of a disaster that shuts down Subscriber's primary location or for testing, provided that Mark43 may charge for additional professional services related for such recovery (such as any new interface servers and software installation on those servers, or training of new personnel). This Section 9.4 is not intended to affect the government's right to rescind appropriations and the obligations of Subscriber in connection therewith as set forth in Section 3.4.

9.5 **No Waiver**. The failure of either party to enforce at any time for any period any provision hereof will not be construed to be a waiver of such provision or of the right of such party thereafter to enforce each such provision, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver of any rights is to be charged against any party unless such waiver is in writing signed by an authorized representative of the party so charged.

9.6 **Amendment**. No modification, change or amendment to this Agreement shall be effective unless in writing signed by Subscriber and Mark43. No term included in any invoice, estimate, confirmation, acceptance, purchase order or any other similar document in connection with this Agreement will be effective as an amendment unless expressly stated otherwise in a separate writing signed by Subscriber and Mark43.

9.7 **Relationship of the Parties**. The relationship of the parties established by this Agreement is that of independent contractors and nothing contained herein will be construed to (a) give any party any right or authority to create or assume any obligation of any kind on behalf of any other party or (b) constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking.

9.8 **Severability**. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, to the extent the economic benefits conferred thereby to the parties remain substantially unimpaired, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions or affecting the validity or enforceability of any of such terms or provisions in any other jurisdiction.

9.9 **Headings**. The titles and headings contained in this Agreement are for reference purposes only and shall not in any manner limit the construction or interpretation of this Agreement.

9.10 **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be an original and all such counterparts together shall constitute one and the same instrument. Electronically transmitted (including via facsimile transmission) documents have the full force and effect of original documents.

9.11 **Cumulative Remedies**. All remedies for breach of this Agreement are cumulative, and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

9.12 **Export Compliance**. In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control.

9.13 **Compliance with Laws**. Each party shall comply with all Applicable Laws relating or pertaining to the use of the Services. Subscriber shall ensure that its use of all Subscriber Data complies with all Applicable Laws relating to the privacy of third parties or the protection of their personal data promulgated by any governmental, municipal, or legal authority having jurisdiction over Subscriber or the End User Data covered by this Agreement. "**Applicable Laws**" means all applicable provisions of all (x) constitutions, treaties, statutes, laws (including the common law), rules, directives, regulations, ordinances, codes or orders of any applicable governmental authority (for Mark43) and any governmental authority of the state of Texas or of the United States (for Subscriber) and (y) orders, decisions, injunctions, judgments, awards and decrees and consents of or agreements with any such entity. Each party shall comply with local anti-bribery laws as well as the U.S. Foreign Corrupt Practices Act, as well as any other applicable laws and regulations. In connection with its performance under the Agreement, neither party shall directly or indirectly: (A) offer, pay, promise to pay, or authorize the payment of any money, gift or other thing of value to any person who is an official, agent, employee, or representative of any government or instrumentality thereof or to any candidate for political or political party office, or to any other person while knowing or having reason to believe that all or any portion of such money, gift or thing of value will be offered, given, or promised, directly or indirectly, to any such official, agent, employee, or representative of any government or political party, political party official or candidate; (B) offer, promise or give any person working for, or engaged by, the other party a financial or other advantage to (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; or (C) request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement. Each party represents and warrants that it shall be responsible for compliance with this provision by all third parties engaged by it to perform services related to this Agreement and shall require that such third parties agree to comply with all legal requirements required of such party under this Agreement.

9.14 **Reserved.**

9.15 **Governing Law and Venue**. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Texas and the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement or the Services, shall be and remain in Dallas County, Texas. All parties hereto, including any subcontractors or assignees, irrevocably agree to submit to the jurisdiction of such courts in the State of Texas. No provision herein shall be deemed a waiver of any immunities from suit or of any defense available by law to either party.

9.16 **Entire Agreement**. This Agreement, including the Contract Documents, supersedes all previous understandings, agreements and representations between the parties, written or oral and constitutes the entire agreement and understanding between the parties with respect to the subject matter thereof and incorporates all representations, warranties, covenants, commitments and understandings on which they have relied in entering into this Agreement, and, except as provided for herein, neither party makes any covenant or other commitment concerning its future action nor does either party make any promises, representations, conditions, provisions or terms related thereto.

9.17 **Contract Documents**. The following documents are collectively referred to herein as the "Contract Documents" and are intended by the parties to be read as a whole, and it is further intended that all contract documents be interpreted so as to give meaning to their terms. The following order of precedence shall govern with the first listed document having precedence over any documents listed thereafter:

- This Agreement
- Schedule A: Services Schedule
- Schedule B: Transition Assistance
- Schedule C: Technical Requirements
- Schedule D: Additional License Terms

- Schedule E: Insurance Requirements
- Schedule F: Mark43 Data Processing Addendum
- Statement of Work
- The General Conditions and Specifications for RFP #18-014, dated February 8, 2018
- Mark43's proposal in response to Subscriber's RFP #18-014, dated March 6, 2018

The Contract Documents shall be construed to be mutually complementary and supplementary whenever possible and shall constitute the Entire Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

MARK43, INC.

By: _____

Name: Steven Gilbert

Title: Chief Financial Officer

Date: 12/18/2018

TOWN OF ADDISON, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE A

Services Schedule

1. **Services**. The Services covered by this Agreement consists of the following:

   a. **Professional Services:**

      i. **Implementation Phase:**
         1. Project Management
            a. Mark43 RMS implementation
         2. RMS Interface Development (Subject to consent and cooperation of the relevant third parties, including those identified below)
            a. SunGuard CAD (Go-Live)
            b. Mark43 To Sallyport JMS (Go-Live)
            c. TDEX and N-DEX (Go-Live)
            d. Accurint (Go-Live)
            e. Brazos (Go-Live)
            f. CODY C.tac (Go-Live)
            g. CRIS Crash (Go-Live)
            h. Leads Online (Go-Live)
            i. ESRI (Go-Live)

            For all interface development, Subscriber must provide the relevant resources needed for development, testing, and ongoing maintenance of the interface as deemed necessary based on interface requirements agreed upon by Mark43 and Subscriber; required data elements for each interface must be provided in a format that is deemed compatible by Mark43; and relevant documentation (such as schema diagrams, API elements, and sample data) must be provided to Mark43.
         3. RMS Interface Control Documentation
         4. RMS Data Conversion
            a. Legacy RMS Reports PDF Migration: Subscriber must provide Mark43 with PDFs of all their reports/cases that should be migrated. These PDFs will be uploaded to the system as empty reports with PDF attached. The agency may choose to provide/make available meta-data with each PDF report (e.g. date, report #, author). These fields can be filled into the otherwise empty reports in the system. For text-pdfs (not scans/image pdfs) the contents of these PDFS can be made free-text searchable. Alternatively, Subscriber may wish to provide keywords/narratives with each PDF. These keywords/narratives will then be searchable via the RMS advanced search page.
            b. Evidence Data Conversion: Subscriber must provide SQL access along with documentation and a database SME or a set of spreadsheets containing the evidence data (M43 to provide formatting for spreadsheets). This data is then transformed and uploaded into the M43 evidence application for future use. Key data-elements transferred are currently a) in-custody property, 2) storage location and 3) chain of custody.
            c. Master Name Conversion: Subscriber must provide SQL access along with documentation and a database SME or a set of spreadsheets containing the evidence data (M43 to provide formatting for spreadsheets). This conversion expects that names have been cleaned up in the source system and will import the data as provided by Subscriber. This conversion does not include the criminal history/rap sheet of the person, however it sets Subscriber up with a clean MNI preventing duplicate entry by end-users at launch.
         5. RMS Configuration
         6. RMS Interface Testing
         7. RMS Functional Testing
         8. RMS User Training
         9. RMS Cutover Support

      ii. **Post-implementation Phase**
         1. Mark43 Customer Success Team Support
         2. Mark43 24/7 Help desk

      iii. **Optional Professional Services:**
         N/A

b. **SaaS Services:**

i. The Applications to be provided are described as follows:

1. Mark43 Records Management (RMS)*

Report Writing

- In-station and mobile field reporting
- Incident, Offense and Arrest Reports
- Field Contact Reports
- Use of Force Reports
- Report templates and editing
- Active Error Validation
- Smart Duplicate Data Entry Logic and Prevention
- Unlimited Report Attachments
- Auto-Validation of Fields, Locations and People
- Word Processing Tools
- Context Sensitive Report Export Formats
- Fully Report Audit History
- Email and In-App Notifications
- User Specific Reports Dashboard

Case Management

- Seamless Report Import
- Active Master Entity Sync
- Unlimited Case Attachments
- Dashboard for Case Tracking
- Configurable Task Lists by Case Type
- Dynamic Master Entity Profiles
- Email and In-App Notifications
- Context-Sensitive Case Export Formats

Property and Evidence

- Mobile Device Application for Barcode Scanning, Audits and ID Capture
- Automatic Custodial Property Report Generation
- Master Item Profile
- Configurable Barcodes and Disposition Notifications
- Bulk Item Filtering and Actioning
- Dashboard for Inventory Management
- Immutable Chain of Custody
- Storage Location Setup and Customization
- Email and In-App Notifications
- Full Evidence Audit History
- Chain of Custody Validations and Guardrails
- Digitally capture signatures and photos ID’s
- Batch Label Printing
- Support for Zebra Printing
- Automated disposition approval process with customizable retention periods

Warrant Management

- Linked Incident/Arrest Reports, Warrants, and Entity Records
- Dashboard for Warrant Tracking and Management
- Configurable Warrant Number Format, Fields and Permissions
- Context-Sensitive Warrant Export Formats

Stat Reporting and Crime Analysis

- Active Error Detection
- Automatic NIBRS Code Mapping
- Integrated NIBRS Workspace for Report Creation

- Advanced RMS and Entity Search
- Multi-Input and Fuzzy Match Search Filters
- Comprehensive Analysis Filters

System Administration

- Configurable Permissions& Roles for Individual Users& Records
- Configurable Fields, Statutes, Codes& Validation Rules
- Shapefile Import
- Configurable Street & Location Aliases
- Configurable Department Alerts & Notifications
- IP Address Whitelisting & Blacklisting for Enhanced Security
- Open API for Third- Party Connections
- Custom Units, Teams and User Roles
- Automatic UCR & NIBRS coding
- Permission- based Read/ Write Privileges

*Note that the RMS Application has no limits on storage size.

2. Mark43 Data Exchange [optional Application]

a. Mark43 or a partner/subcontractor [CommSys] will connect the Mark43 Public Safety Platform to Federal, state and local criminal justice data sources. Mark43 utilizes a third party middleware component in the Mark43 Public Safety Platform and uses a third party to perform services to setup and maintain these connections and provides support during training, configuration and implementation phases of the project. If Subscriber elects to purchase, the Parties agree to evaluate the requirements together and agree on a time frame for completion. Subscriber is responsible for determining which of these downstream data feeds will continue to receive information at cutover. Subscriber, with the consent of Mark43, is also responsible for determining the policies and procedures surrounding interfaces between Mark43 Applications and third-party databases. Subscriber understands and agrees that third party service providers and Mark43 may impose additional license, warranty and other terms on Subscriber. Subscriber agrees to enter into additional agreements as reasonably required by such third parties and Mark43, which may include a different warranty/SLA addressing uptime and maintenance of the Data Exchange Services.

3. Mark43 Data Lake [optional Application]

a. The Mark43 Data Lake is a Microsoft SQL Server (MSSQL) database that can be provided to Subscriber to access Subscriber Data directly via SQL. This database is a near-real time replica of the live Mark43 database and has no limits on storage size for data pulled from the RMS Application. The Data Lake runs on shared hardware. but Subscriber Data is fully isolated. With the basic tier, Subscriber would receive a standard, read-only replica, access for 10 users and access to the baked in views; no customization would be included. Upgraded tiers can be purchased for additional fees.

b. If Subscriber elects to purchase Mark43 Data Lake, the Parties agree to evaluate the requirements together and agree on a time frame for completion. Subscriber understands and agrees that third party service providers may impose additional license, warranty and other terms on Subscriber. Subscriber agrees to enter into additional agreements as reasonably required by such third parties and Mark43, which may include a different warranty/SLA addressing uptime and maintenance.

c. Mark43 shall provide access to Subscriber Data through an interface suitable to the needs of Subscriber and to allow Subscriber to develop additional applications using such data. To allow for the functioning of any applications using data through the API, Mark43 will notify Subscriber in advance of any changes in the formatting of the API no later than seven (7) days prior to the change. Nothing in the Agreement shall preclude Subscriber from retrieving Subscriber Data from the Mark43 Data Lake using the retrieval methods commercially available through AWS as provided by Mark43.

ii. Upon completion of the Professional Services (Implementation Phase), during the Regular Usage Period Mark43 will provide Subscriber with the SaaS Services for the Fees set forth in Section 4 below (the

"**Regular Usage Period**"). The parties anticipate that the Regular Usage Period will commence on or about **August 31, 2019**.

2. **Initial Term**. The Initial Term is the five (5) year period commencing on the Effective Date.

3. **Renewal Terms**. For the first Renewal Term, Subscriber shall have the option to renew for one additional five (5) year period (the "**Renewal Term Option Period**") upon notice to Mark43 prior to the expiration of the Initial Term. Any subsequent Renewal Terms shall be for a period of one (1) year.

4. **Fees:**

   a. Professional Services:
      Phase 1
      i. SunGuard CAD ($0)
      ii. Mark43 To Sallyport JMS ($0)
      iii. TDEX and N-DEX ($0)
      iv. Accurint ($21,560)
      v. Brazos ($21,560)
      vi. CODY C.tac ($21,560)
      vii. CRIS Crash ($21,560)
      viii. Leads Online ($21,560)
      ix. ESRI ($21,560)
      x. PDF Case Documents and Warrants Form ($21,560)
      xi. RMS Data Conversion ($22,000)

   b. Subscription Fee:
      i. RMS: The Subscription Fee for the RMS Application for the Initial Term is $54,067.20 per year ($307,200/5 minus 12% discount). For the Renewal Term Option Period, the Subscription Fee for the RMS Application shall be $54,067.20 per year.

   c. Optional Services:
      i. Data Lake: The Subscription Fee for the basic tier of the Data Lake Application is $8,000 per year for the Initial Term and $10,000 per year for the Renewal Term Option Period.
      ii. Digital Evidence Management System: Pricing is not available for Mark43 DEMS (Digital Evidence Management System) – Subscriber will receive a 30% discount off the GSA Schedule as an RMS Early Adopter in Texas.

   d. Hardware (to be provided by Athena Advanced Networks, Inc. ("Athena"), subject to Purchase Order to be delivered by Athena)*:
      i. Three (3) ZebraGK42-202511-000GK420d Desktop Thermal Printers ($1,597, one-time fee) (to include the hardware, installation thereof and manufacturer support through Athena)
      * With respect to any such hardware, Mark43 makes no representations or warranties with respect to the hardware and specifically disclaims any implied warranties of merchantability and fitness for a particular purpose; any manufacturer warranties to be described on an order form from Athena; any desired maintenance to be handled via an agreement between Subscriber and Athena.

   Mark43 will notify Subscriber of any changes to the Fees for a Renewal Term at least forty-five (45) days prior to the start of the Renewal Term, provided that no such changes may be made prior to the Renewal Term Option Period.

5. **Payment Schedule**. Subscriber will pay the Fees on the following schedule:

   a. Initial Term: Fees will be paid on the following schedule:

Milestone	Amount
Milestone 1: Contract Signing	$91,560.00
Milestone 2: Delivery of Project Plan	$91,560.00

Milestone 3: Completion of Software Configuration and Training	$91,560.00
Milestone 4: System Acceptance	$91,561.00
First Anniversary of Effective Date	$30,520.00
Second Anniversary of Effective Date	$30,520.00
Third Anniversary of Effective Date	$30,520.00
Fourth Anniversary of Effective Date	$30,520.00
TOTAL	$488,321.00

b. Renewal Term: Fees for the Renewal Term Option Period will be paid in full in advance on the first day of each year of the Renewal Term Option Period. Fees for any other Renewal Term will be paid in full in advance on the first day of the Renewal Term.

6. **Support Services**. As part of the SaaS Services, subject to Section 2.4, Mark43 shall establish, sufficiently staff and maintain the organization and processes necessary to provide telephone and/or email based technical support, troubleshooting, error identification, isolation and remediation, and other assistance directly to Subscriber and its Authorized Users to support Subscriber's use, deployment and validation of the SaaS Services on a 24x7 basis, and after normal business hours and on holidays, as necessary to support Mark43's obligations under this Agreement. The contact information for Mark43's technical support organization is Support@mark43.com and Mark43 will notify Subscriber in writing of any changes no less than 5 days in advance. Mark43 shall provide Subscriber with online access to its knowledge database and any other resource containing information that will aid in problem and error resolution and correction, as well as any other technical resources made electronically available to any of Mark43's other customers. The Mark43 account manager or primary point of contact for Subscriber with respect to this Agreement will be Matt Neal.

7. **Service Levels**. Mark43 shall provide the Applications in accordance with the following service levels.

a. **Service Levels for the Records Management System and Evidence Management Applications (hereinafter, "RMS").**

i. **RMS Availability**. During any calendar month of a Regular Usage Period, the RMS shall be available to users no less than 99.9% of the time on a 24x7 basis, excluding scheduled maintenance of the RMS ("**RMS Scheduled Downtime**"); provided, however, that Mark43 is not responsible for any downtime of the RMS caused by Third Party Data services (*e.g.* Department of Motor Vehicles license plate database), or Third Party Components, and such Third Party downtime will not count against the service levels promised herein; provided, further, that Mark43 shall be responsible for any downtime of RMS caused by Integrated Third Party Software (as defined below) solely to the extent specified in Section 7(b) below ("Service Levels for Integrated Third Party Software"). Mark43 shall provide Subscriber with prompt notification as soon as it becomes aware of any actual or potential unscheduled downtime (defined below) of the RMS, as well as continual periodic updates during the unscheduled downtime regarding Mark43's progress in remedying the unavailability and the estimated time at which the RMS shall be available.

ii. **RMS Service Credits**. In the event that Mark43 fails to make the RMS available at least 99.9% of the time in any given month during the Regular Usage Period due to RMS Unavailability (as defined below), Mark43 will credit the Subscriber's account for the unavailable RMS as follows:

RMS Availability (Monthly)	Credit Percentage
Above 99.9%	0%
99.8 – 99.0%	10%
98.9 – 98.0%	20%
Below 97.9%	30%

"RMS Unavailability" is defined as the percentage of minutes per month in which the RMS is completely and generally unavailable for Subscriber's use (but not the use of any one Authorized User), provided that RMS Unavailability does not include any unavailability attributable to: (a) RMS Scheduled

Downtime for maintenance (whether by Mark43, by a vendor, or by Subscriber); (b) acts or omissions of Subscriber or any Subscriber user of the RMS; (c) server downtime related to connectivity issues resulting from Third Party-managed VPN access to hosted server or Subscriber internal network problems; (d) defects or bugs in the Applications or Software caused by Subscriber, any Authorized User, or any Affiliate, employee, agent or independent contractor of Subscriber; or (e) any other cause(s) beyond Mark43's reasonable control, including but not limited to those caused by Third Party Data services (*e.g.* Department of Motor Vehicles license plate database), Third Party Components, overall internet congestion substantively affecting all use or a force majeure. Subscriber will be responsible for immediately notifying Mark43 of all Third Party-managed VPN access and internal or external (e.g. internet service provider) network problems that arise. Mark43 shall endeavor to pursue a solution to any and all material issues, matters, and failures that cause RMS unavailability.

"Credit Percentage" means the applicable percentage of the portion of the Fees attributable to Services in the calendar month in which the RMS Unavailability occurs. For example, if Subscriber has paid Mark43 $1,000 for one year of a Regular Usage Period, and the RMS Availability falls to 99.5% during any calendar month in that year, then Mark43 will owe Subscriber a 10% credit on that month's portion of the Fee, or: $1,000/12 = $83.33 per month, and 10% of $83.33 = $8.33. In this example, Mark43 would owe Subscriber $8.33 in credit for the month in which RMS Availability fell to 99.5%.

In order to receive this credit, Subscriber must notify Mark43 in writing within forty-five (45) days following the end of the month the RMS Unavailability occurred. All claims are subject to review and verification by Mark43 prior to any credits being granted. Mark43 will acknowledge credit requests within fifteen (15) business days of receipt and will inform Subscriber whether such claim request is approved or denied. The issuance of RMS Service Credit by Mark43 hereunder is Subscriber's sole and exclusive remedy for any failure by Mark43 to satisfy the service levels set forth in this Section 7(a).

b. **Service Levels for Integrated Third Party Software.** Notwithstanding anything else to the contrary contained herein, Mark43 shall be responsible for any downtime of or related to the Applications or Integrated Third Party Software (as defined below) that is caused by Integrated Third Party Software solely to the extent specified in this Section 7(b). Credit Percentages Service Credits referenced elsewhere in this Contract shall not apply to downtime caused by Integrated Third Party Software or the integrations or connections to Integrated Third Party Software.

   i. **Availability of Third Party Applications.** Schedule A identifies specific Third Party Application integrations (the "**Integrated Third Party Software**") to be performed by Mark43 during the Professional Services Period, and the Subscriber's and Mark43's respective rights regarding acceptance of those Services. During the Regular Usage Period, the Integrated Third Party Software shall be operational no less than 99.9% of the time on a 24x7 basis, excluding any scheduled maintenance of the Integrated Third Party Software (whether scheduled by Mark43 or by the third party provider, the "**Integration Scheduled Downtime**"); provided, however, that Mark43 shall not be responsible for downtime caused by upgrades or updates to Integrated Third Party Software of which Mark43 does not receive the requisite advance notice, and such downtime will not count against the service levels promised herein. Mark43 agrees that it shall schedule any Integration Scheduled Downtime on minimal traffic days whenever possible. The Parties further agree that Mark43 shall not schedule in excess of 90 minutes of Integration Scheduled Downtime in during any 30-day period. Mark43 shall provide Subscriber with immediate telephone notification to the point of contact set forth in the Contract as soon as it becomes aware of any actual or potential unavailability of an Integration other than Integration Scheduled Downtime ("**Integration Unscheduled Downtime**"), as well as continual periodic updates during the Integration Unscheduled Downtime regarding Mark43's progress in remedying the unavailability and the estimated time at which the Integration shall be available.

   ii. **Responsibilities for Planned Updates.** Subscriber shall provide Mark43 with prompt notice, and in no case fewer than forty-five (45) days' advance notice, of any update by the Third Party provider of Integrated Third Party Software. Mark43 shall undertake commercially reasonable efforts to patch, repair or update the Software in order to integrate it with the updated Integrated Third Party Software.

   III. **Responsibilities for Planned Upgrades.** Subscriber shall provide Mark43 with prompt notice, and in no case fewer than ninety (90) days' advance notice, of any planned upgrade by the Third Party provider of Integrated Third Party Software. Mark43 shall evaluate the time and resources required to patch, repair or update the Software in order to integrate it with the upgraded Integrated Third Party Software. The Parties shall engage in good faith negotiations to agree on the terms (including, without limitation,

schedule and price) on which Mark43 would develop a patch, repair, update or Upgrade to integrate the Software with the Integrated Third Party Software.

SCHEDULE B

Transition Assistance

Upon termination of the Agreement for any reason, and subject to all Fees due being paid in full, Mark43 will create searchable PDFs of each record (each, a "Record") and provide them to the Subscriber for download. Subscriber may request, and Mark43 will consider, other formats in which to create the Records, but the final format of all Records will be determined in Mark43's sole discretion. Records can be uploaded to Subscriber's new records management system by the Subscriber or its new vendor.

1. Preparation

a. The Subscriber will provide the desired cutoff date of the SaaS Services (the "**Cutoff Date**"), at which time all existing user accounts will be terminated.

b. Mark43 will provide one (1) account for the Subscriber to access a web-based storage platform to retrieve Subscriber documents and Records (the "**Transition Account**"). The Transition Account will be available to Subscriber for thirty (30) days prior to the Cutoff Date.

2. Content

a. Each Report in Mark43 will be recreated as a searchable PDF (or other mutually agreed to format as described above) using the standard Mark43 format then in use.

b. All archive files will be accessible via the internet on the Cutoff Date.

3. Support

a. Mark43 will maintain Subscriber Data in Mark43 for up to 1 year following the Cutoff Date.

b. Mark43 will maintain Subscriber PDF archives for up to 2 years following the Cutoff Date.

c. Mark43 will resolve any issues it deems to be the result of errors in the Mark43 platform or export process for a period of six (6) months after the Cutoff Date.

d. No less than 1 year after the Cutoff Date, Mark43 will delete Subscriber Data from all Mark43 online systems (e.g. primary database, replica databases, search databases, application caches, etc.) other than database backups, audit logs and server system logs.

e. Within 6 months from the date of deletion of Subscriber Data from all Mark43 online systems, all Subscriber Data will be erased from database backups.

f. Notwithstanding the foregoing, Mark43 reserves the right to retain Subscriber Data on audit logs and server system logs and in support tickets, support requests and direct communications with Mark43.

Transition Assistance as outlined in this Schedule B is included in the Fees charged to Subscriber for the Services. Fees are due and payable up to the Cutoff Date. In the event that any Fees have not been paid as required in this Agreement, Mark43 may retain all Records and decline to provide the support outlined in Section 3 of Schedule B above until such Fees are paid in full.

SCHEDULE C

Technical Requirements

This Schedule lists the minimum technical requirements required for Mark43's RMS, CAD, Evidence Management and Data Exchange applications, to the extent part of the Services. This also describes the requirements for Mark43 interface servers. Third Party Providers and subcontractors may have additional requirements that are not listed here.

1. MARK43 RMS

1.1 RMS Workstation Requirements

Item	Minimum	Recommended
Operating System	Windows 7+, Apple OS X 10.X	Windows 10, Mac OS 10.X
Processor	1x dual-core processor	1x dual-core processor or greater
Architecture	x64 / x86	x64
Memory	2 GB	4 GB+
Network Card	1x 2Mbps+ NIC	1x 10Mbps+ NIC
Display(s)	1x 1024x768	1 x 1920x1080
Hard Drive	1 GB available space	5 GB available space
Graphics Card	N/A	N/A
Bandwidth	2 Mbps	5+ Mbps

1.2 RMS Workstation Site Internet Requirements

The Mark43 platform operates as a single-page application where most of the heavy download load is needed only on initial page load for each user. Mark43 recommends for the RMS application an overall internet bandwidth connection of 1+ Mbps per concurrent user using that connection. Actual performance and usage may vary greatly depending on user usage of other internet-connected applications and your ISP.

1.3 RMS Browser Requirements

Mark43 RMS is web-based and requires a modern web browser to access the system. Mark43 RMS supports all versions of Microsoft Internet Explorer and Google Chrome that receive technical support and security updates from the browser vendor.

- Google Chrome (latest)
- Microsoft Internet Explorer: All versions of Microsoft Internet Explorer that receive technical support and browser updates. (As of 10/15/2017 this is IE 11+, Microsoft Edge)

1.4 RMS Mobile Data Terminal Requirements

Item	Minimum	Recommended
Operating System	Windows 7+, Mac OS X 10.X	Windows 10, Mac OS 10.X
Processor	1x dual-core processor	1x dual-core processor or greater
Architecture	x64 / x86	x64
Memory	2 GB	4 GB+
Network Card	2 Mbps (4G LTE)	5+ Mbps (4G LTE)
Display(s)	1x 1024x768	1x 1024x768+
Hard Drive	1 GB available space	5 GB available space
Graphics Card	N/A	N/A

2. MARK43 CAD

2.1 CAD Call Taker / Dispatcher Workstations

Mark43 recommends solely using the Mark43 CAD installed windows application for CAD call takers and dispatchers. The installed application allows for multi-window functionality and a more seamless user experience for power-users of the CAD application.

Item	Minimum	Recommended
Operating System	Windows 7+, Mac OS X 10.X	Windows 10, Mac OS 10.X
Processor	1x dual-core processor	1x quad-core processor or greater
Architecture	x64	x64
Memory	4 GB	8 GB+
Network Card	1x 2Mbps+ NIC	1x 10 Mbps+ NIC
Display(s)	1 x 1024x768 monitor	2x+ 1920x1080 monitors
Hard Drive	1 GB available space	5 GB available space
Graphics Card	N/A	2x 512MB NVIDIA Quadro NVS 310, 4 MON
Bandwidth	2 Mbps	10+ Mbps

2.2 CAD Call Taker / Dispatcher Workstation Site Internet Requirements

The Mark43 platform operates as a single-page application where most of the heavy download load is needed only on initial page load for each user. Mark43 highly recommends for the CAD application an overall internet bandwidth connection of 2+ Mbps per concurrent user using that connection and a backup ISP connection with automatic failover. Actual performance and usage may vary greatly depending on user usage of other internet-connected applications and your ISP.

2.3 CAD First Responder Mobile Data Terminal Requirements

Item	Minimum	Recommended
Operating System	Windows 7+, Mac OS X 10.X	Windows 10, Mac OS 10.X
Processor	1x dual-core Processor	1x dual-core processor or greater
Architecture	x64	x64
Memory	2 GB	4 GB+
Network Card	2 Mbps+ (4G LTE)	5 Mbps+ (4G LTE)
Display(s)	1 x 1024x768	1 x 1024 x 768
Hard Drive	1 GB available space	5 GB available space
Graphics Card	N/A	N/A
Bandwidth	2 Mbps+ (4G LTE)	5 Mbps+ (4G LTE)

2.4 Mark43 CAD Web Application (First Responder & Dispatch)

Mark43 CAD is also web-based and requires a modern web browser to access the system. Mark43 CAD is only supported for the latest version of Google Chrome. All other users are recommended to use the installed version of the application.

2.5 GPS Pinger

Item	Minimum	Recommended
Operating System	Windows 7+	Windows 10
Architecture	x32	x64
Network Card	2 Mbps+ (4G LTE)	5 Mbps+ (4G LTE)

Other requirements:

- Powershell that is installed with Windows 7+
- .Net Framework v.2.0.50727 or v.4.0
- Java jre 8u162
- To support legacy passthrough, com0com driver required and dedicated COM ports set up
- Admin access is required for installation
- Service account set up with "Log in as service" permissions
- Verified Hardware:
  * Getac machines with internal GPS (BAUD rate of 96k)
  * BU-353S4 receivers that plug in
  Supported:
  * GPS Receiver using NMEA standard (that is to say $GPxxx messages) with a dedicated COM port
- External Antenna strongly recommended

3. MARK43 EVIDENCE MANAGEMENT

3.1 Evidence Workstation Requirements

Evidence workstation requirements mirror the RMS workstation requirements. As evidence is loaded as a module of the RMS.

Item	Minimum	Recommended
Operating System	Windows 7+, Mac OS X 10.X	Windows 10, Mac OS 10.X
Processor	1x dual-core processor	1x dual-core processor or greater
Architecture	x64 / x86	x64 / x86
Memory	4 GB	6 GB+
Network Card	1x 2Mbps+ NIC	1x 10Mbps+ NIC
Screen Resolution	1024x768	1920x1080
Hard Drive	1 GB available space	5 GB available space
Display(s)	1x 1024x768 monitor	1x 1920x1060
Graphics Card	N/A	N/A
Bandwidth	2 Mbps	5+ Mbps

3.2 Evidence Smartphone Mobile Application

- **Platforms:**
  - Android version 5+
- **Recommended Device:**
  - Samsung Galaxy S7+

3.3 Evidence Barcode Printer Requirements

Mark43 Evidence product requires a barcode printer to optimize the evidence management process. Mark43 integrates seamlessly with Zebra barcode printing hardware and requires the following printer:

- GX430T model number GX43-102410-000
- 2000T labels
- 5100 Premium Resin Ribbon

3.4 Evidence Printer Server Requirements

The complexity with barcode printing stems from making our website communicate with physical hardware on premises with our clients. We cannot rely on Chrome/Internet Explorer's built in printing functionality because they do not support the Zebra printing language we use for labels. In order to communicate with the barcode printers we will need an intermediate server to route printing requests. The machine will need the following specifications:

- 2 GB RAM
- 32 GB HDD Storage
- 2 x 2.0+ GHz Processors

4. MARK43 DATA EXCHANGE

The Mark43 Data exchange functionality is enabled through either the RMS or CAD applications. Additional interface servers may be required to support Mark43 Data Exchange data flows, depending on the department's size and complexity.

5. MARK43 INTERFACE SERVERS

If 3rd party integrations are required, interface server(s) may be installed on site. The requirements of an interface server are as follows. The recommended number of interface servers needed depends on the interface requirements of the agency as well as the number of users supported by the data exchange product.

Item	**Minimum**	**Recommended**
Operating System	Ubuntu Linux (latest LTS)	Ubuntu Linux (latest LTS)
Processor speed & quantity	4x CPUs	8x+ CPUs
Architecture	x64 / x86	x64 / x86
Memory	8 GB	16+ GB
Network Card	1x 100 Mbps NIC	2x 1Gbps NICs
Display(s)	N/A	N/A
Hard Drive	250 GB	500 GB
Graphics Card	N/A	N/A

SCHEDULE D

Additional Terms & Conditions

Vendors:

Google: Users are bound by the Google Maps/Google Earth Additional Terms of Service (including the Google Privacy Policy), available by following these links:

Google Maps Terms: https://maps.google.com/help/terms_maps.html
Google Privacy Policy: https://policies.google.com/privacy?hl=en&gl=us
Acceptable Use: https://enterprise.google.com/maps/terms/universal_aup.html

Amazon:

Universal Service Terms: https://aws.amazon.com/service-terms/
Acceptable Use: https://aws.amazon.com/aup/

Subcontractors:

Implementation Support: Visionary Integration Professionals, LLC or Praescient Analytics, LLC

SCHEDULE E

Insurance Requirements

A. Before commencing work, Mark43 shall, at its own expense, procure, pay for and maintain during the term of this Agreement the following insurance written by companies approved by the state of Texas with an A.M. Best rating of at least A and acceptable to the Subscriber. Mark43 shall furnish to the Town of Addison Purchasing Department certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number. Subscriber has the right to a copy of the full policy. The Town of Addison shall be included as an additional insured under all liability policies except for professional & automobile liability policies.

1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Continuing Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of $1,000,000 per-occurrence, $1,000,000 Products/Completed Operations Aggregate and $1,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.

2. Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, $100,000 each accident, b) by disease, $100,000 per employee with a per policy aggregate of $500,000.

3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of $1,000,000 per occurrence.

4. Professional Liability (Errors and Omissions Liability) and Cyber Risk Insurance (including professional oversight liability and infringement liability limited to the following: copyright infringement, software copyright infringement, improper deep linking or framing, plagiarism, trade mark and trade dress infringement), covering acts, errors, and omissions arising out of Mark43's operations or services with minimum limits of $1,000,000 per occurrence, $2,000,000 annual aggregate.

   NOTE: If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of the contract and acceptance by the Town of Addison.

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

1. A waiver of subrogation should be included on Mark43's workers' compensation policies to eliminate the potential that the workers' compensation insurer will subrogate against the Subscriber, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.

2. The Town of Addison, its officials, employees and officers shall be included as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader.

3. All insurance policies shall be endorsed to the effect that Town of Addison will receive at least thirty (30) days' notice prior to cancellation, non-renewal, termination or ten (10) day's non-payment of the policies. Notwithstanding the foregoing, this requirement shall not apply to the Professional Liability (Errors and Omissions Liability) and Cyber Risk Insurance (including professional oversight liability) policy.

4. All insurance shall be purchased from an insurance company that meets a financial rating of at least A or better as assigned by A.M. Best Company.

Schedule F

Mark43 Data Processing Addendum

1. **Definitions.** Terms not otherwise defined in this Data Processing Addendum ("**DPA**") have the meaning set out in the Software License and Services Agreement ("**Agreement**").

    a. "**Subprocessor**" means a Mark43 Affiliate or other third party engaged by Mark43 for the purpose of hosting, storing or otherwise processing Subscriber Data as authorized by the Agreement or otherwise in writing by Subscriber.

2. **Subscriber Data.** The obligations in this Exhibit apply to Subscriber Data in the custody or control of Mark43 and its Subprocessors. They do not apply to Subscriber Data in the custody or control of any other party, including Subscriber Data under Subscriber's custody or control outside of the Services or Subscriber Data maintained by a Third Party Provider or transmitted or accessed on or through a Third Party Application.

3. **Disclosure.** Mark43 will not disclose Subscriber Data to any third party except: (i) to Authorized Users; (ii) as permitted under the Agreement; (iii) to its Subprocessors, provided that each Subprocessor agrees to protect Subscriber Data in a manner substantially in accordance with this DPA; or as provided by this DPA with respect to any Disclosure Request. Notwithstanding the foregoing or anything in this DPA to the contrary, Subscriber acknowledges and agrees that (a) Mark43 utilizes major providers of cloud-based services for processing certain Subscriber Data through the Services (each, a "**Cloud Provider**") (including, as of the Effective Date of the Agreement, Amazon Web Services for hosting and Google for mapping and geolocation services), (b) each Cloud Provider has its own data protection practices that are applicable to its delivery of services to its customers, and (c) Cloud Providers will not agree to separate data protection practices on a customer-by-customer basis; therefore, Cloud Providers will not be required to comply with the obligations in this DPA to the extent that they are inconsistent with each Cloud Provider's own data protection practices, but Mark43 will use reasonable efforts to assess that each Cloud Provider complies with its own data protection practices, which may include periodic examination of SOC 2 reports or comparable reports made available by Cloud Provider.

4. **Information Security Program.** Mark43 must implement and maintain a written information security program that contains reasonable administrative, technical and physical safeguards intended to protect Subscriber Data from unauthorized access, disclosure, use, modification, loss or destruction.

5. **Access.** Mark43 will maintain appropriate access controls to Subscriber Data, including limiting access to Subscriber Data only to personnel who require such access in order for Mark43 to provide Services to Subscriber or to otherwise exercise Mark43's rights or perform Mark43's obligations under the Agreement. Mark43 will require its personnel to protect Subscriber Data in accordance with the requirements of this DPA and will provide its personnel with appropriate information security training.

6. **Information Security.**
    a. Mark43 maintains its information security program and applicable safeguards at all Mark43 sites at which an information system that stores or otherwise processes Subscriber Data is located.
    b. Mark43 maintains network security using commercially available equipment and industry standard techniques, including firewalls, router access control lists, intrusion detection and/or prevention systems, penetration testing, vulnerability scanning, and patch management tools.
    c. Mark43 will encrypt, using industry-standard encryption tools, all Subscriber Data that Mark43: (i) transmits or sends wirelessly or across public networks; (ii) stores on laptops or removable storage media; and (iii) stores on portable devices, where technically feasible. Mark43 will safeguard the confidentiality and availability of all encryption keys associated with encrypted Subscriber Data.
    d. Mark43 installs and maintains endpoint security measures such as anti-virus and malware protection software intended to protect Subscriber Data from malicious code.
    e. Mark43 undertakes appropriate logging and monitoring to enable recording of information security-related actions and identification of anomalous events.

f. Mark43 develops software used to deliver the Services in accordance with secure software development principles.
g. Mark43 will use industry-standard practices to ensure that its software (including any interfaces developed by Mark43) does not include any malicious code prior to release. Mark43 will not design code to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, including without limitation, any time bomb, virus, drop dead device, malicious logic, worm, Trojan horse or trap or back door.

7. **Security Incident Management.** Unless otherwise prohibited by law, Mark43 will notify Subscriber promptly (and in any event within 72 hours) in the event Mark43 reasonably believes that there has been any unauthorized access, acquisition, disclosure, use, modification, loss or destruction of Subscriber Data ("**Security Incident**"). Mark43 will promptly investigate the Security Incident, will take necessary steps to eliminate or contain the exposure of Subscriber Data, and will keep Subscriber informed of the status of the Security Incident. Mark43 will provide reasonable assistance and cooperation requested by Subscriber or Subscriber's designated representatives to correct, remediate, or investigate the Security Incident or to mitigate potential damage resulting from it, including any notification that Subscriber may determine appropriate to send to affected individuals, regulators or third parties.

8. **Business Continuity.** Mark43 implements appropriate disaster recovery and business continuity plans and reviews and updates such plans regularly. Back-up copies of critical business information and software are created regularly and tested to verify their integrity.

9. **Audits.** Upon Subscriber's request, Mark43 will make available to Subscriber up to once per year a copy of a third-party assessment, such as a SOC 2 report or comparable report ("**Third-Party Report**"), if Mark43 has obtained such a Third-Party Report for the Services; or if Mark43 has not obtained a Third-Party Report for the Services, Subscriber may provide to Mark43 a security assessment questionnaire related to the Services, which Mark43 will accurately and promptly complete. Such a questionnaire must be reasonable in scope and may include questions seeking verification of compliance with the terms and conditions of this DPA. All Third-Party Reports or information accessed by or otherwise disclosed to Subscriber in connection with any such review will be considered Confidential Information of Mark43.

10. **Return/Disposal.** Upon termination or expiration of the Agreement, Mark43 will cease handling Subscriber Data and will take reasonable steps to return or destroy Subscriber Data according to the timeframes set out in Schedule B of the Agreement. If Mark43 has any legal obligation to retain Subscriber Data beyond the periods otherwise specified by Schedule B, Mark43 will notify Subscriber in writing of that obligation, to the extent permitted by applicable law, and will return or destroy the Subscriber Data in accordance with this DPA as soon as possible after that legally required retention period has ended. If Mark43 disposes of any paper, electronic or other record containing Subscriber Data, Mark43 will take all reasonable steps to do so by: (a) shredding; (b) permanently erasing and deleting; (c) degaussing; or (d) otherwise modifying Subscriber Data in such records to make it unreadable, unreconstructable and indecipherable.

11. Location of Subscriber Data /CJIS. Subscriber Data stored or transmitted through the SaaS Services in Subscriber's user accounts shall be hosted by a Cloud Provider in the United States and shall not be transferred outside the United States except as expressly authorized by Subscriber. As of the Effective Date, Mark43 uses AWS Govcloud region as Cloud Provider to host Subscriber Data. Mark43 shall provide at least twenty (20) days' advance written notice to Subscriber prior to a change to a new Cloud Provider for hosting. Said notice shall identify the legal name and legal address of the new Cloud Provider.

Addison Police Department

STATEMENT OF WORK

mark43

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Introduction

This statement of work (hereinafter "SOW") which is attached to the Agreement as Exhibit A, details the effort necessary by Mark43 (hereinafter "Contractor") to implement for its Records Management System (RMS) and Evidence applications, along with interfaces to third party software as specified herein (hereinafter "System") for the City of Addison (or "Agency").

The Parties understand and agree that the System is intended to serve the City of Addison. Contractor agrees to work cooperatively with the City through each project task to ensure the System meets requirements provided in RFP# 18-014, as set forth in Contractor's written proposal, dated March 6, 2018. The Contractor will be responsible for all project tasks specified in the SOW, including building interfaces, data conversion/migration, testing, implementing, document provision, training, go-live and maintenance support. Notwithstanding the foregoing, or anything to the contrary in the Agreement, this SOW, or any other agreement, the Agency agrees and understands that it, and not the Contractor, is solely responsible for establishing any required agreement(s) and/or statement(s) of work with Third Party Providers in connection with the interfaces, and for paying all fees, costs and expenses of Third Party Providers.

The SOW guides the primary activities and responsibilities for implementation of the System. It documents project implementation requirements, identifies each major task within the implementation process, sets expectations for each party and identifies the criteria by which a task will be considered complete.

The SOW includes the following Attachments:

- **Attachment A – Initial Project Schedule** (to be finalized after Project Kickoff Meeting)
- **Attachment B – Training Methodology** (to be finalized by Contractor and the Agency during implementation)

Project Team Structure

The Contractor's project implementation team will consist of the following personnel:

ROLE	RESPONSIBILITIES	POC(s)
Project Executive Sponsor	Escalation point for issues that arise beyond the project level	Dave Jochim *Chief Customer Officer*

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		Allan Machiewicz *Director of Implementation*
Project Team	The Mark43 Project Team will work closely with Agency Project Manager, Workflow Decision Makers, and Superusers through the implementation process. The Implementation Manager will be the Agency's primary point of contact. This team will assist Agency Personnel in creating analytics which require Contractor systems. During the Department Assessment Mark43 will work with the Agency to identify core workflows and processes. Following the Department Assessment, the Mark43 Project Team will propose workflows as part of the Future State Analysis.	Matt Neal *Implementation Manager* Joni Fleischer *Implementation Lead*
Technical Services Team	The Contractor's Technical Services Team is responsible for determine the scope of data migrations and any technical integrations between Contractor systems and other Third Party Vendor systems. This team will work closely with Agency IT personnel to ensure integration and data migration timelines are met.	Karen Xiao *Technical Services Engineer*
Operational Support Team	The Contractor Operational Support Team is responsible for training Agency personnel and developing Agency training documentation in accordance with Contractor's training methodology. The Contractor Operational Support Team representatives will also be responsible for providing user support during and after cutover to Contractor systems.	Greer Davis *Director of Operational Support*

The Agency's Project Team should consist of designated personnel agency with the various skill sets, knowledge and backgrounds required to implement the new systems. The following list identifies the recommended Project Team roles and corresponding responsibilities:

ROLE	RESPONSIBILITIES	POC(s)
Executive Sponsor	Executive sponsors and escalation point in the Agency for issues that arise beyond the project level. Responsible for making decisions on recommended business process changes and other related items	TBD
Project Manager	Contractor's primary point of contact in the Agency during the implementation process. Responsible for the day-to-day coordination of project activities with the Agency Project Team and with the Contractor Implementation Manager	TBD
Working Group Leaders	Leaders from various functional groups within the Agency who have the expertise to opine on workflows and the authority to make decisions on changes to workflows at launch. These Working Group Leaders will serve as the lead Agency representative for their respective working groups (see below).	TBD

Throughout the implementation, Working Groups that include representatives from the Contractor and the Agency will be responsible for supporting, informing, and making decisions on the various tasks required for launch. The Working Group Leaders will be empowered with the authority to act as the final decision-maker for changes in System-related workflows, as needed.

Working Groups should include individuals who are able to answer specific questions about their area of responsibility. Additional Working Groups may be required based on the unique needs of the Agency.

WORKING GROUP	RESPONSIBILITIES	POC

Patrol (Officers and Supervisors)	Review and sign off on business processes related to first responder, patrol, and patrol supervisor workflows in Contractor systems based on expert knowledge of department policies	TBD
Investigations (Detectives & Supervisors)	Review and sign off on business processes related to investigations and case management, to include detective and detective supervisor workflows in Contractor systems based on expert knowledge of department policies	TBD
Records	Review and sign off on business processes related to records workflows, to include answering public information requests and expungements.	TBD
Property & Evidence	Review and sign off on business processes related to property room workflows, to include logging and tracking evidence in Contractor systems based on expert knowledge of department policies	TBD
Booking	Review and sign off on business processes related to the booking and processing of arrestees in Contractor systems based on expert knowledge of department policies	TBD
UCR/NIBRS	Review and sign off on business processes related to monthly UCR or NIBRS reporting based on expert knowledge of department policies	TBD
Crime Analysis	Review and sign off on business processes related to statistical analysis of data in Contractor systems based on expert knowledge of department policies and needs.	TBD
GIS	Responsible for providing the Contractor Implementation Manager with shapefiles prior to cutover (Mark43 will provide shapefile format and example). Post-cutover, agency IT is responsible for maintaining shapefiles	TBD
NTECC Communications & Dispatch	Review and approve on business processes relation to Communications,	TBD

	call-taker, and dispatcher workflows in Contractor systems based on expert knowledge of Agency policies	
Technology	● Identify scope and provide documentation for any data migration ● Identify scope and provide documentation for any interfaces ● Identify technical gaps between existing systems and Contractor systems ● Define technical standards ● Introduce Third Party Vendors or other technical experts as needed to facilitate project goals ● Perform data conversion and migration ● Develop interfaces to and from RMS	TBD
Policy & Change Management	● Review business processes with the Agency and external agencies ● Identify areas of improvement in conjunction with the cutover to the Mark43 RMS ● Draft policy, Administrative Directive, General Order, or Standard Operating Procedure changes for approval by Agency Sponsor(s) ● Define report approval processes ● Implement new policy, Administrative Directives, General Orders or Standard Operating Procedures at launch	TBD
Communication	● Establish communication matrix ● Work with Contractor utilizing multiple vehicles to market new tools and processes, including, but not limited to: o Newsletters	TBD

	○ Formal presentations ○ Surveys ○ Web page updates ○ Informal small group meetings ○ Brown bag lunch workshops	
Training	● Develop training plan and training material for end users, Trainers, and system administrators ● Schedule training sessions for all user groups ● Track and report training progress to the Contractor Project Team and Agency Project Manager	TBD
Support	● Define support model for Contractor systems ● Establish connections to existing Agency IT support (e.g. Help Desk)	TBD

Project Management Guidelines

Project management occurs throughout the project and is a component of every task. Overall project management activities for both Contractor and the Agency are listed here for reference.

The Contractor's project management responsibilities include the following:

- Maintaining project communications with the Agency Project Manager
- Managing the efforts of the Contractor Project Team and coordinating Contractor's activities with the Agency Project Manager
- Managing the efforts of subcontractors (if any) used by Contractor in the performance of the project
- Conducting monthly on-site status meeting with the Agency Project Manager
- Conducting weekly project review meetings with the Agency Project Manager via web conference.
- Responding to project management etiquette issues raised by the Agency Project Manager within five (5) calendar days

- Explore hosting a communications application that facilitates asynchronous communication and project tasking
- Maintaining a list of project risks
- Preparing and submitting monthly status reports which include: the accomplishments of the previous month; planned activities; and any updates to the project schedule
- Ensuring Contractor personnel have ample time, resources, and expertise to carry out their respective tasks and responsibilities

Agency project management responsibilities include the following:

- Maintaining project communications with the Contractor Implementation Manager
- Managing the efforts of Agency personnel and coordinating Agency activities with the Contractor Implementation Manager
- Ensuring that Agency personnel have ample time, resources and expertise to carry out their respective tasks and responsibilities
- Participating in status meeting with the Contractor Implementation Manager on a monthly basis, or as may otherwise be reasonably required, to discuss project status
- Participating in weekly project review meeting with the Contractor Implementation Manager via web conference calls
- Providing responses to issues raised by the Contractor Implementation Manager via web conference calls
- Providing workspace for Contractor personnel, as reasonably requested

Statement of Work Task Format

Each task identified in the SOW includes the following:

- Task Description
- Contractor/Agency Participants
- Prerequisites
- Deliverables
- Contractor/Agency Responsibilities
- Completion Criteria

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The tasks defined in the SOW may not be listed chronologically, and the actual project implementation tasks and timelines will follow the mutually agreed to Project Schedule, unless otherwise noted.

Initial Project Tasks

The following tasks must occur prior to the start of the project and include the Contractor and Agency Project Teams.

Project Kick-Off Meeting

The objective of this task is to ensure that all project assumptions are valid and all requirements understood prior to beginning any significant work. A meeting for project kick-off will be held onsite after the Contract has been executed. During this meeting, the following topics will be covered:

- Logistics
    - Facilities tour, conducted by the Agency Project Manager
    - CJIS Compliance Training and Documentation which will include signing a Vendor Agreement Addendum and reviewing a training slide deck.
    - Facilities access and security requirements (during and after normal business hours)
    - Work space requirements for Contractor personnel while onsite will be provided to Agency two weeks in advance.
- Project Organization, Roles, and Responsibilities
    - Project team members and contact information
    - Communication Plan
    - Project overview (high level review of the SOW and its Attachments, and the Master Services Agreement and its Exhibits)
    - High level review of product and project deliverables
- Known project risks

Contractor Team Participation

- Project Executive Sponsor
- Project Team Representative(s)
- Technical Services Team Representative(s)

Agency Team Participation

- Executive Sponsor

- Agency Project Manager
- All Working Group Leaders

Prerequisites

- Contract signed
- SOW distributed to relevant Project Team members

Deliverables

- Project kick-off meeting notes

Contractor Responsibilities

- Review the project organization, roles, and responsibilities with the Agency
- Conduct a project overview including a review of the SOW to answer any outstanding questions and verify all aspects of the Project approach, per the topics listed above
- Work with the Agency to identify and document any potential project risks
- Provide communication plan proposal and manage any resources required
- Provide meeting minutes, documented risks, and action items outlining anything that may affect project schedule, resources, and/or SOW
- Inform Agency of VPN requirements for project implementation and continued system maintenance

Agency Responsibilities

- Review the SOW and work with the Contractor to verify the project approach
- Provide location and logistical support for project planning meeting
- Provide a complete list of stakeholders, to include Working Group Leaders and Working Group POCs, and any other resources as recommended by the Agency and the Contractor Implementation Team

Completion Criteria

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This task is considered complete after the on-site Project Kick-off Meeting with Contractor representatives in attendance; and upon delivery of the meeting minutes to the Agency and a mutually agreeable draft schedule has been prepared for the completion of the Project Schedule Review.

Project Schedule Review

The initial Project Schedule is Attachment A to this SOW. The Project Schedule identifies all tasks to be completed by the Contractor and the Agency during the lifecycle of the project, the responsible party for each task and the project milestones.

During this task, the Contractor and Agency Project Manager, as well as the Agency Executive Sponsors, and other Agency and/or Contractor personnel who can assist in scheduling decisions, will meet to review the schedule. The Contractor and Agency will verify the availability of resources to complete scheduled tasks and adjust the schedule by mutual agreement to accommodate any known variations in availability. The Contractor Implementation Manager will update the project schedule. The Contractor will deliver a final project schedule for Agency review within seven (7) calendar days of completing the Project Schedule Review meeting.

The Project Schedule will be updated weekly by the Contractor, throughout the course of the Project. All changes to the schedule will be mutually agreeable. Any schedule changes that occur will be a part of the weekly Project Status Report provided by the Contractor Implementation Manager.

Contractor Team Participation

- Project Team Representative(s)

Agency Team Participation

- Executive Sponsor
- Agency Project Manager

Prerequisites

- Project Kick-off meeting

Deliverables

- Completed Project Schedule

Contractor Responsibilities

- Present and discuss Project Schedule
- Update Project Schedule with Agency and make changes and/or corrections that are mutually agreed
- Administrative Tasks (agenda, meeting minutes, schedules, etc)

Agency Responsibilities

- Provide input to the Project Schedule
- Commit resources to be available when required per the Project Schedule
- Review and approve the final Project Schedule within fourteen (14) calendar days of submittal by the Contractor

Completion Criteria

This task is considered complete upon Agency approval of the Project Schedule resulting from the Project Schedule Review.

System Hardware Review

The objective of this task is to ensure the Agency's hardware and operating system server software can support the System.

As part of this task, the Contractor will facilitate a discussion with the Agency regarding the Agency's hardware and network environment. The Agency will also need to order any hardware and system software for which it is responsible, and which is needed to establish the System's functionality (e.g. Zebra label printers, smartphone for mobile evidence scanner, integration servers). Contractor will identify the quantity of hardware and system software at least 30 days in advance of requirement.

Contractor Team Participation

- Project Team Representative(s)
- Technical Services Team Representative(s)

Agency Team Participation

- Agency Project Manager
- Technology Working Group Leader
- Technology Working Group Representative(s)

Prerequisites

- Project Kick-off Meeting

Deliverables

- Final list of hardware and/or software required for the Agency to establish the System's functionality

Contractor Responsibilities

- Review and validate the specific hardware and software requirements with the Agency
- Administrative Tasks (agenda, meeting minutes, schedules, etc)

Agency Responsibilities

- Order hardware and operating software required to establish the System's functionality

Completion Criteria

This task is considered complete after the Contractor has reviewed and validated the hardware and software requirements, and the Agency has ordered any required System hardware and/or software.

Implementation Tasks

Department Assessment

The Contractor will conduct an onsite Department Assessment early in the project lifecycle with stakeholders from various Agency working groups. The purpose of the Department Assessment is to enable the Contractor to gain an understanding of the current report-writing and records management workflows in place. Additionally, these sessions are designed to help the Contractor and Agency begin to determine the most effective and efficient use of the proposed solution before it is implemented.

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Following the conclusion of the Department Assessment, the Contractor will develop an Implementation Plan document. This document will provide a summary of the Agency's RMS business processes, as discussed during the Department Assessment meetings, and provide a plan for the implementation of the System. The document will also list any decisions and issues identified during the session. The Contractor will provide the Implementation Plan to the Agency for review and incorporate any Agency feedback and comments into the final version.

Contractor Team Participation

- Project Team Representative(s)
- Technical Services Team Representative(s)

Agency Team Participation

- Agency Project Manager
- All Working Group Leaders
- All Working Group Representatives

Prerequisites

- Project Kick-off Meeting
- Project Planning Meeting
- CJIS compliance documented

Deliverables

- On-site visit agenda
- Draft Implementation Plan
- Final Implementation Plan

Contractor Responsibilities

- Develop Department Assessment materials, including an agenda
- Conduct Department Assessments sessions
- Document Department Assessment findings
- Develop draft Implementation Plan

- Incorporate Agency feedback and recommendations and deliver final Implementation Plan document

Agency Responsibilities

- Coordinate Department Assessment sessions with Contractor
- Identify Department Assessment attendees and ensure they attend the session
- Provide meeting room(s) for Department Assessment sessions
- Review and approve the Implementation Plan for completeness and accuracy

Completion Criteria

This task is considered complete when the Agency accepts the final Mark43 Implementation Plan incorporating Agency feedback and comments.

Interface Control Documentation

The goal of this task is to identify products and/or databases with which the Mark43 RMS is to be interfaced, and obtain the specific information needed to configure the interfaces and develop an Interface Control Document (ICD) for each RMS interface. The Agency will introduce the Contractor to third parties – including other vendors, state agencies, and local agencies – that control products and/or databases with which Mark43 products are to be interfaced. The Contractor is responsible for ensuring that the third party points of contact are the appropriate source of information needed to develop the ICDs and for mutually agreeing with Third Party Providers on the operational and technical interface requirements.

The Contractor will speak with the provided points of contact, research interface requirements and gather any available documentation that can clarify data schema, protocols, and query specifications the Contractor needs to develop and test the interfaces. The Contractor will finalize the ICDs and deliver the final documents to the Agency for approval of the functional content of the ICDs. The Contractor is responsible for ensuring the technical accuracy of the ICDs.

Contractor Team Participation

- Project Team Representative(s)
- Technical Services Team Representative(s)

Agency Team Participation

- Agency Project Manager
- Technology Working Group Leader
- Technology Working Group Representative(s)
- Third Party Provider Integration Stakeholder(s)

Prerequisites

- Project Kick-off Meeting
- Project Planning Meeting
- CJIS Compliance obtained

Deliverables

- Interface Control Documentation for the following integrations:
    - See Schedule A in Software License and Services Agreement

Contractor Responsibilities

- Lead the interface requirements gathering process, tracking outstanding items requiring resolution
- Convene with Agency and third party points of contact to gather information required to develop ICDs
- Ensure that third party points of contacts are appropriate sources of information necessary to develop ICDs
- Mutually agree with the Third Party Providers on the functional and technical interface requirements
- Gather all commercially available interface data detailed schema, protocols, and query specifications, as needed
- Review ICDs with Agency and incorporate feedback
- Finalize ICDs for Agency review and approval of functional content
- Develop, test, and implement interfaces specified in the Phase I interface list in Schedule A.

Agency Responsibilities

- Provide points of contact who are knowledgeable of the workflow and data requirements for each Agency hardware and software component with which the System will interface

- Provide or coordinate with persons who can provide Contractor with schema, protocols, and query specifications for Agency hardware and software components with which the System will interface
- Introduce Contractor to a primary point of contact for third parties, including other vendors, state agencies, and local agencies that control products and/or databases with which the System is to be interfaced
- Respond to Contractor questions and requests for information in a timely manner
- Enter into agreement(s) and/or statement(s) or work with Third Party Providers outlining any responsibilities of each Third Party Provider in connection with the interfaces and agreeing to pay related costs, expenses and fees of Third Party Providers
- Review and approve the content of the final ICDs

Completion Criteria

This task is considered complete when the Agency has reviewed and approved the content of the finalized ICDs.

Data Conversion Study, Data Conversion and Converted Data Validation

The Contractor will analyze legacy RMS databases that are candidates for conversion into the Mark43 RMS and produce an initial mapping of legacy RMS data fields to the corresponding fields in the Mark43 RMS database tables. The Agency will extract and send the data to be converted. The Agency and the Contractor will jointly validate the converted data. The scope of the data conversion is limited to data within the legacy RMS, legacy Evidence and Microsoft Access platforms and databases.

The Contractor will conduct weekly phone calls (total number of sessions to be determined) to gather information about legacy RMS and application database(s) that are candidates for conversion into the Mark43 RMS. During this period, the Contractor will:

- Interview Agency subject matter experts
- View legacy data in the current system(s) to see where it might fit in the Mark43 RMS database
- Examine documentation and sample data from the legacy system(s)

At the conclusion of the analysis, the Contractor will produce a Data Conversion Study document that contains:

- A high-level discussion outlining the conversion of legacy RMS and application data into the Mark43 RMS (i.e. General conversion strategy overview, outline of proposed rounds/phases of RMS conversion to Mark43 RMS, outline of an initial timeline for conversion of legacy RMS and application data to Mark43 RMS)
- Identification of functional areas of the legacy system(s) that are considered good candidates for conversion and those areas that are not considered good candidates, along with reasons why the functional areas are classified as “good” or “not good” candidates for conversion
- The historical timeframe of the data to be converted

Contractor Team Participation

- Project Team Representative(s)
- Technical Services Team Representative(s)

Agency Team Participation

- Project Manager
- Technology Working Group Leader
- Technology Working Group Representative(s)
- Records Working Group Leader
- Records Working Group Representative(s)

Prerequisites

- Project Planning Meeting
- CJIS compliance obtained

Deliverables

- Mark43 RMS Data Conversion Study
- Agency data to be converted extract
- Validate converted data in the Mark43 database

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Contractor Responsibilities

- Remotely gather information necessary to analyze legacy RMS data conversion options.
- Produce the Mark43 RMS Data Conversion Study.
- Convert data provided by Agency and insert into Mark43 database.

Agency Responsibilities

- Supply a subset of data to the Contractor Technical Services Team for use in the analysis and data mapping for data conversion.
- Ensure Working Group Representatives who understand the structure and the use of legacy RMS. data are available to work with the Contractor Technical Services Team for the duration of this task
- Provide additional data or scrubbed data based on feedback from the Contractor Technical Services Team, if requested.
- Extract and send to Mark43 data to be converted and stored in the Mark43 database.

Completion Criteria

This task is considered complete upon the Agency's acceptance of the Mark43 RMS Data Conversion Study and Agency data is converted and stored in the Mark43 database.

- Mark43's process for validating migrations is separated into the following components: 1) Entity Count Validation 2) Field Level Validation 3) Application Functionality Validation 4) NIBRS Validation

System Configuration

The Contractor will setup and configure:

- Users
- Roles (user groups and associated permissions)
- Offense codes and charge codes
- Incident Report Types
- Report Forms
- Analytics
- Shapefiles

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The Agency will then have access to the application and can begin informal parallel processing (user acceptance testing). After creation of the Agency tenant, the Contractor will access the application remotely for subsequent implementation tasks, including configuring components, setting up interfaces, conducting testing, and troubleshooting problems.

Contractor Team Participation

- Project Team Representative(s)
- Technical Services Team Representative(s)
- Operational Support Team Representative(s)

Agency Team Participation

- Agency Project Manager
- Technology Working Group Leader
- Technology Working Group Representative(s)
- Records Working Group Leader
- Records Working Group Representative(s)

Prerequisites

- VPN access is available
- Completion of RMS hardware delivery and installation (if applicable)

Deliverables

- Mark43 RMS tenant for Agency

Contractor Responsibilities

- Create a tenant on the Mark43 platform for Agency with configuration of users, roles, offense codes, shapefiles
- Administrative Tasks (meeting minutes, agenda's, schedules, etc)

Agency Responsibilities

- Provide IT support and personnel, as required
- Provide list of all offense codes, charge codes, report forms and incident type codes to be used in Mark43 RMS in format specified by Contractor (e.g. Excel spreadsheet)
- Provide list of all users and corresponding roles/user groups in format specified by Contractor
- Provide shapefiles for the Agency's geographical jurisdiction

Completion Criteria

This task is considered complete when the Agency verifies that the tenant has been created and is accessible for parallel processing (user acceptance testing).

Interface Development

During this task, the Contractor will develop the Mark43 RMS interfaces outlined in the "Interface Control Documentation" section above. Once the interfaces have passed the Contractor's internal testing, the interface software will be ready for implementation and testing.

Contractor Team Participation

- Project Team Representative(s)
- Technical Services Team Representative(s)

Agency Team Participation

- Agency Project Manager
- Technology Working Group Leader
- Technology Working Group Representative(s)
- Third Party Provider Interface Stakeholder(s)

Prerequisites

- Agency review and approval of the ICDs
- Operation or availability of the external system or Third Party Provider software

Deliverables

- Interfaces developed per the approved ICDs
- Interface software deployed in the Production tenant for testing

Contractor Responsibilities

- Work with the required stakeholders to review interface requirements and design interfaces
- Develop interface software
- Conduct internal interface testing, prior to deployment
- Implement interface software and conduct integration testing
- Identify to the Agency any necessary certifications, and other related issues requiring Agency provided information - at least thirty (30) calendar days prior to scheduled interface installation

Agency Responsibilities

- Provide subject matter expertise to Contractor, as needed
- Provide Contractor with any available technical documentation on third party systems and how data can be accessed (Data dictionaries, entity relationship documents or ICDs for existing interfaces)
- Provide introductions to appropriate points of contacts with Third Party Providers
- Provide VPN accounts to the Contractor Technical Services Team to access the network for interface development, testing and maintenance
- Provide the following values to Contractor:
    - IP addresses for remote databases
    - Socket value for remote systems
    - Operator IDs (ORIs, terminal mnemonics, as needed by remote systems)
- Provide System Administrator support to the Contractor, as needed
- Enter into agreement(s) and/or statement(s) or work with Third Party Providers outlining any responsibilities of each Third Party Provider in connection with the interfaces and agreeing to pay related costs, expenses and fees of Third Party Providers

Completion Criteria

This task is considered complete when each interface (as defined in the ICD) is developed and tested in accordance with the ICDs.

Integration Testing

Once the RMS features and interfaces have been tested internally by the Contractor, the Contractor will make them available for integration and testing by the Agency. This level of testing is performed by the Contractor, Agency and Third Party Provider interface stakeholders (and assumes that the Third Party Provider will make available any testing environment). The Contractor will perform this task remotely.

Contractor Team Participation

- Project Team Representative(s)
- Technical Services Team Representative(s)

Agency Team Participation

- Agency Project Manager
- Technology Working Group Leader
- Technology Working Group Representative(s)
- Third Party Vendor Interface Stakeholder(s)

Prerequisites

- Completion of Interface Development

Deliverables

- Test plans for each integration, as mutually agreed on by the Contractor and respective Third Party Provider

Contractor Responsibilities

- Deploy interfaces to the Production tenant
- Conduct integration and testing activities

Agency Responsibilities

- Provide IT support and personnel, as required
- Facilitate introductions between Contractor and Third Party Providers, and assist in obtaining technical documentation and interface points required for the respective integration
- Enter into agreement(s) and/or statement(s) or work with Third Party Providers outlining any responsibilities of each Third Party Provider in connection with the interfaces and agreeing to pay related costs, expenses and fees of Third Party Providers

Completion Criteria

This task is considered complete when the Agency verifies that the Contractor has completed its integration and testing activities and receives notice that the Mark43 RMS is ready for functional testing.

Functional Testing

The Agency and Contractor will conduct functional testing of the System. Agency Working Group representatives will verify the operability of each functional item in test scripts provided by the Contractor. The Contractor and the Agency will jointly document and track the results of each test and the Contractor will have up to five (5) business days to propose a preliminary solution and delivery estimate for any functional item that fails a test. The Agency will re-test Contractor corrections and report the findings until issues are resolved.

Contractor Team Participation

- Project Team Representative(s)

Agency Team Participation

- Agency Project Manager
- Representatives from all Working Groups

Prerequisites

- Creation of a tenant for Agency with configuration of users, roles, incident report types, report forms, offense codes, analytics, and shapefiles
- Agency and Contractor mutual confirmation that the System is ready for testing

Deliverables

- Contractor-created test scripts to verify the operability of System features and workflows
- Documentation of any discrepancies and corrections and/or mutually acceptable workarounds
- Completion of the System Functional Testing

Contractor Responsibilities

- Certify all applicable software, systems and ancillary systems as ready for System functional testing
- Provide on-site assistance during functional testing, as needed
- Document and review any discrepancies identified during the functional testing process
- Correct any functional item that fails a test, provide a mutually acceptable workaround and/or propose a preliminary solution and delivery estimate for any functional item that fails a test

Agency Responsibilities

- Execute functional testing
- Track and document test results
- Retest Contractor corrections and/or mutually acceptable workaround

Completion Criteria

This task is considered complete when the System successfully passes the functional testing, as defined in the test scripts provided by the Contractor, and the Contractor has either provided solution(s) for the failed test(s) or; the Agency has approved a Contractor-provided workaround or plan for correction.

Policy/General Orders Review

The Contractor will assist the Agency in revising Policies, Administrative Directives, Standard Operating Procedures and General Orders for records management field reporting, evidence processing, case management, analytics, and any other duties documented within the Mark43 system. The Contractor will provide suggestions based on RMS product expertise and feedback from Functional Testing. The Contractor will assist the Agency in reviewing any documentation to ensure alignment with system functionality. The Agency is responsible for writing, disseminating and enforcing the new Policies, Administrative Directives, Standard Operating Procedures and General Orders prior to cutover to the System.

Contractor Team Participation

- Project Team Representative(s)

Agency Team Participation

- Agency Project Manager
- Executive Sponsor
- All Working Group Leaders
- Policy & Change Management Working Group Representative(s)

Prerequisites

- Completion of Functional Testing
- Delivery of current for records management field reporting, evidence processing, case management, analytics, and any other duties documented within the Mark43 system Policies, Administrative Directives, Standard Operating Procedures and General Orders to Contractor

Deliverables

- Revised Policies, Administrative Directives, Standard Operating Procedures and General Orders for records management field reporting, evidence processing, case management, analytics, and any other duties documented within the Mark43 system with the System

Contractor Responsibilities

- Review Agency's current Policies, Administrative Directives, Standard Operating Procedures and General Orders for records management field reporting, evidence processing, case management, analytics, and any other duties documented within the Mark43 system and recommended language changes, where applicable, based on product expertise and Functional Testing feedback
- Review draft revised Policies, Administrative Directives, Standard Operating Procedures and General Orders from Agency for product workflow accuracy
- Review final revised Policies, Administrative Directives, Standard Operating Procedures and General Orders from Agency for product workflow accuracy

Agency Responsibilities

- Identify appropriate points of contact for Policies, Administrative Directives, Standard Operating Procedures and General Orders revision, review, approval
- Provide Contractor current Policies, Administrative Directives, Standard Operating Procedures and General Orders for records management field reporting, evidence processing, case management, analytics, and any other duties documented within the Mark43 system
- Draft revised Policies, Administrative Directives, Standard Operating Procedures and General Orders and provide to Contractor for review of product workflow accuracy
- Finalize revised Policies, Administrative Directives, Standard Operating Procedures and General Orders and provide to Contractor for review product workflow accuracy
- Disseminate revised Policies, Administrative Directives, Standard Operating Procedures and General Orders to all users prior to cutover to the System

Completion Criteria

This task is considered complete when the Agency has finalized revised Policies, Administrative Directives, Standard Operating Procedures and General Orders for records management field reporting, evidence processing, case management, analytics, and any other duties documented within the Mark43 system that accurately reflects System workflows, and established the dissemination/effective date for cutover to the System.

Product Documentation

The Contractor will deliver the final technical documentation as listed under the “Deliverables” section below. Documentation will be delivered in electronic copy, which will enable the Agency to distribute copies within the organization as needed to support the System.

Contractor Team Participation

- Project Team Representative(s)

Agency Team Participation

- Agency Project Manager

Prerequisites

- Functional Testing

- Interface Development and Testing

Deliverables

Contractor will deliver the following product documentation in electronic format:

- System Administration/Technical Documentation:
    - Application Programming Interface (API) Technical Manual
    - RMS Data Dictionary
- User Documentation
    - System User Guide(s) – User
    - System User Guide – Super User / Administrator
    - Training Manual – Instructor
    - Training Manual - User
    - Quick Reference Guides
    - Hot Key Guides

Contractor Responsibilities

- Create and deliver the draft Mark43 training material listed herein
- Work with Agency personnel to refine the training material
- Revise and submit the final Mark43 training material

Agency Responsibilities

- Review and comment on the draft Mark43 training material
- Work with Contractor personnel to refine the training material
- Review and approve the final Mark43 training material

Completion Criteria

This task is considered complete upon the Agency's acceptance of the documents listed above under the "Deliverables" section.

Training

The Contractor will provide training per the Training Curriculum in Attachment B. The Training curriculum includes courses designed to prepare Agency personnel for end-user training and Administration courses designed to prepare Agency admin personnel to configure and support the

System. Agency and Contractor will mutually agree on training methods during the Department Assessment.

Contractor Team Participation

- Project Team Representative(s)
- Support Team Representative(s)

Agency Team Participation

- Agency Project Manager
- Designated Agency Trainers/POC's

Prerequisites

- Completion of Functional Testing
- Configuration and testing of the System
- Delivery of Product Documentation

Deliverables

- Contractor on-site training services
- Agency training course material
- End user training course material

Contractor Responsibilities

- Provide System training for Agency staff members for all RMS features (i.e. Report writing, evidence, case management, analytics) per a mutually agreed to schedule and as defined by the Training Curriculum in Attachment B
- Provide training materials for classes

Agency Responsibilities

- Identify Agency training support personnel from necessary Working Groups
- Designate and assign personnel to receive training in groups not to exceed the class size listed in the Training Curriculum in Attachment B

- Provide sufficient copies of training documentation to support all students in the training classes
- Provide the necessary classrooms, facilities, and copies of the materials
- Provide one full-function workstation per student, one full-function workstation for the instructor, a projection screen, a whiteboard and connectivity to the server
- Ensure that appropriate Agency personnel are available to actively participate in the entire scheduled training programs

Suggested Training Time

- Police Officers: 4 hours
- Records Administrators: 5 hours
- Detective/Investigator: 5 hours
- Evidence Manager/Staff: 5 hours
- Police Executive Staff/Additional Civilian Staff: 3 hours

In addition to formal training schedules, special groups (Evidence, Records, Investigators) will be trained during implementation to support product roll out. Additionally, a sandbox replication of the live RMS tenant is available to all users (designated by agency) in order to train/test product features upon completion of the Department Assessment and UAT training. A generic sandbox RMS tenant will be made available to all users (designated by the agency) in order to provide exposure and familiarity with the system no longer than one month after completion of the Department Assessment.

The training curriculum also includes an additional 12-hour/two-day onsite follow-up training session as listed in the Training Curriculum in Attachment B.

Completion Criteria

This task is considered complete at the conclusion of all Contractor-provided Trainer training sessions for the System as per the Training Curriculum in Attachment B. Training sessions will be delivered in a format mutually agreed upon by Agency and Contractor.

Cutover Plan

The Contractor and the Agency will jointly develop a Cutover Plan that details the steps necessary to move into live operations. To ensure that the move to live operations goes as smoothly as possible, the Cutover Plan will assign tasks and responsibilities to both Contractor and Agency personnel during the final month before cutover to live operations. The Plan will cover Agency staffing, movement of

equipment into final locations, final production database clean out of test events, issue reporting procedures, and planned sequence of events for the cutover day.

The Contractor will provide the initial draft of the Cutover Plan to the Agency for review. The Agency will review the draft and provide feedback to the Contractor to incorporate into a final Cutover Plan.

Contractor Team Participation

- Project Team Representative(s)

Agency Team Participation

- Agency Project Manager
- Executive Sponsor
- All Working Group Leaders

Prerequisites

- None

Deliverables

- Draft Cutover Plan
- Final Cutover Plan

Contractor Responsibilities

- Create a draft Mark43 Cutover Plan
- Work with Agency personnel to refine the Cutover Plan
- Submit a final Mark43 Cutover Plan

Agency Responsibilities

- Review and comment on the draft Mark43 Cutover Plan
- Work with Contractor personnel to refine the Cutover Plan
- Review and approve the final Mark43 Cutover Plan

Completion Criteria

This task is considered complete when the Agency has reviewed and approved the final Mark43 Cutover Plan no less than thirty (30) calendar days prior to the scheduled cutover.

Cutover Readiness Review

The purpose of this meeting between the Contractor and the Agency is to confirm that all preparations for Mark43 Cutover activities have been completed. The Readiness Review verifies that the following has occurred:

- Cutover Plan approval
- Identification and approval of a schedule for cutover activities
- Identification and scheduling of Contractor and Agency resources required for go-live activities
- Notification of planned system cutover to internal and external interface stakeholders supplying systems integral to go-live operations
- Agency analytics complete and approved
- Data conversion audit complete and approved
- Policy/General Orders revisions completed, approved, and scheduled for effective date at cutover
- Post-cutover Support procedures established

Contractor Team Participation

- Project Team Representative(s)
- Technical Services Team Representative(s)
- Support Team Representative(s)

Agency Team Participation

- Project Manager
- Executive Sponsor
- All Working Group Leaders

Prerequisites

- Completion of all end-user training designated by the Agency as being required for “go-live”
- Delivery of all user documentation

- Completion of revised Administrative Directives, Standard Operating Procedures, and General Orders.

Deliverables

- Completion of the Readiness Review Meeting
- Agency final approval for cutover to live operations on the date/time specified in the Cutover Plan

Contractor Responsibilities

- Provide specified personnel to attend Readiness Review meeting

Agency Responsibilities

- Provide specified personnel to attend Readiness Review meeting
- Provide final approval for cutover to live operations on the date/time specified in the Cutover Plan

Completion Criteria

This task is considered complete upon conclusion of the Readiness Review meeting and documentation of Agency approval to commence with Mark43 cutover.

Cutover

Once the Contractor and the Agency have held the Readiness Review meeting, the Contractor will certify the System as operational and ready for cutover. The final decision for cutover to live operations ultimately rests with the Agency. Upon cutover to Mark43, Contractor personnel will assist the Agency in placing the System into production use. Contractor personnel will be on-site at least one (1) day prior to live operations and will provide post-cutover on-site support for four (4) days.

Agency Trainers will be scheduled to provide knowledgeable Agency support to all shifts during the first few days after cutover to live operations in conjunction with the scheduled Contractor staff.

Contractor Team Participation

- Project Team Representative(s)

- Technical Services Team Representative(s)
- Support Team Representative(s)

Agency Team Participation

- Agency Project Manager
- Executive Sponsor
- All Working Group Leaders

Prerequisites

- Completion of all prior projects tasks
- Completion and acceptance of the Mark43 Cutover Plan
- Completion of the Readiness Review meeting
- Completion of changes to Policy, Administrative Directives, General Orders, and Standard Operating Procedures.

Deliverables

- Contractor personnel will be on-site at least one (1) day prior to live operations and will provide post-cutover on-site support for four (4) days.

Contractor Responsibilities

- Assist Agency staff in placing the System into a production status
- Monitor the initial operation of the System and answer any operational questions raised by the Agency
- Assist end users in utilizing the System
- Provide remote support following on-site cutover support

Agency Responsibilities

- Place the System into production and begin operational use in consultation with Contractor and in accordance with the Cutover Schedule
- Provide Trainers to answer end-user questions, in conjunction with the Contractor staff

- Provide a detailed list of questions and issues that still require explanation or resolution by Contractor at the end of each day
- Ensure new Policy/General Orders are in effect and readily available for user reference

Completion Criteria

This task is considered complete after four (4) days from post cutover and on-site Contractor support has ended.

Work Session and Regular Meeting **12.**

Meeting Date: 01/08/2019

Department: City Secretary

AGENDA CAPTION:

Present, Discuss, and Consider Action on **an Ordinance Calling and Ordering the May 4, 2019 General Election.**

BACKGROUND:

A general election is conducted each May to elect representatives to the Addison City Council as necessary. The attached Ordinance establishes the procedures for the May 4, 2019 General Election in accordance with state law and the Town's Home Rule Charter. The election is called to elect a mayor and three (3) City Council Members.

The first day to file for a place on the May ballot is January 17, 2019. The last day to file is February 16, 2019 at 5:00 pm.

The Town will enter into a Joint Election Contract with the Dallas County Election Administration for the May 4, 2019 election.

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

All procedures will remain the same as in previous years; however, Staff requests reconsideration of the use of Fire Station #2 as one of the Town's polling locations on election day. The main issue with the use of Fire Station #2 is the lack of dedicated space to accommodate voting operations. Voting is conducted in the vehicle bays which require the removal of fire apparatus to accommodate voting operations. Additionally, election equipment and supplies are delivered and collected a week or two before and after the election and storage of the equipment and supplies is a concern. Finally, the limited bathroom facilities at Fire Station #2 prevents staff from being able to separate voters and election officials from the fire station office and housing areas, especially when fire fighters are responding to emergency calls. To improve the election day experience for voters and election officials, it is proposed that the election day activities be moved from Fire Station #2 to the Addison Athletic Club.

RECOMMENDATION:

Administration recommends approval of the ordinance and Staff requests direction from Council regarding the relocation of a polling location from Fire Station #2 to the Addison Athletic Club.

Attachments

Ordinance - Calling May 4, 2019 General Election

ORDINANCE NO. O18-___

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS CITY COUNCIL ORDERING A GENERAL ELECTION TO BE HELD ON MAY 4, 2019, FOR THE PURPOSE OF ELECTING A MAYOR AND THREE (3) COUNCIL MEMBERS FOR A TERM OF TWO (2) YEARS; DESIGNATING POLLING PLACES WITHIN THE TOWN; ESTABLISHING OTHER PROCEDURES FOR THE CONDUCT OF THE ELECTION, INCLUDING PROVIDING THAT THE ELECTION IS TO BE HELD AS A JOINT ELECTION IN CONJUNCTION WITH DALLAS COUNTY.

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

Section 1: In accordance with the general laws and Constitution of the State of Texas, and the Charter of the Town, a General Election is hereby called and ordered for Saturday, May 4, 2019. All resident, qualified voters of the Town of Addison shall be permitted to vote, in said election for the purpose of electing a mayor and three (3) Council members for a term of two (2) years.

Section 2: The presently existing boundaries and territory of the Dallas County election precincts that are wholly or partly within the corporate limits of the Town shall constitute the election precincts for the election. The precinct numbers for the same shall be the corresponding Dallas County precinct numbers. The polling places for the general election shall be as set forth in the Joint Election Agreement (as defined in Section 3, below) have been designated as:

- **Dallas County, Precincts 2900 & 2901** - Addison Fire Station #2 3950 Beltway Drive
- **Dallas County, Precincts 2902, 2903, 2904 & 2905** - Addison Fire Station #1 4798 Airport Parkway

Section 3: The election shall be held as a joint election with Dallas County and other municipalities and school districts pursuant to a Joint Election Agreement for the conduct of a joint election to be held on May 4, 2019 and the County shall be responsible for appointing all election judges and clerks and shall be responsible for their compensation. Election judges and clerks shall have the qualifications required by law and notice of appointment shall be given to such judges and clerks by the Administrator in accordance with law.

Section 4: Applications to have the name of the candidate placed on the ballot may not be filed earlier than thirty (30) days before the deadline prescribed by the Election Code for filing applications with the City Secretary, and that the earliest date for a candidate to file same will be Wednesday, January 16, 2019, at 8:00 am., with the last day for filing to be Friday, February 15, 2019 at 5:00 p.m. in accordance with Election Code Sect. 143.006 and 143.007.

Section 5: The order in which the names of the candidates are to be printed on the ballot for mayor and council members on said Addison City Council shall be determined by a drawing conducted by the City Secretary, as provided by Section 52.094 of the Texas Election Code, on Friday, February 22, 2019 at 10:30 a.m. in the Council Chamber at Addison Town Hall, 5300 Belt Line Road, Dallas, Texas 75254.

Section 6: Toni Pippins-Poole, Dallas County Elections Administrator, is hereby appointed as Early Voting Clerk. The period for early voting by personal appearance, as established by provisions of the Texas Election Code, are between the hours or 8:00 a.m. and 5:00 p.m. beginning Monday, April 22, 2019 and ending on Tuesday, April 30, 2019. Early Voting by personal appearance will be conducted in the Office of the Elections Department, located on the 8th floor of the Health and Human Services Building, Dallas County Elections Department, 2377 N. Stemmons Frwy., Suite 820, Dallas, Texas 75202 and at other locations so designated by the Dallas Council Elections Administrator.

Section 7: The Early Voting Clerk shall process all applications for early voting by mail. Applications for ballot by mail shall be mailed to: Dallas County Elections Department, 2377 N. Stemmons Frwy, Suite 820, Dallas, Texas 75202. The last day to receive an application from a voter in person for a ballot to be voted by mail is the close of business on Friday, April 19, 2019.

Section 8: Notice of this election shall be given in accordance with the provisions of the Texas Election Code and returns of such notice shall be made as provided for in said Code. The Mayor shall issue all necessary orders and writs for such election. Returns of such election shall be made to the City Secretary immediately after the closing of the polls. In addition, the election materials as outlined in Section 272.005, Texas Election Code, shall be printed in both English and Spanish for use at the polling places and for each voting for said election.

Section 9: The City Secretary will provide the Statement of Elected Officials to candidates who appear to have won or may win, on Monday, May 13, 2019. Pursuant to Home Rule Charter, Tuesday, May 14, 2019 at 5:00 p.m. has been set as the date of the Official Canvass. Mayor Joe Chow or a designated representative will provide the Oath of Office after the Official Canvass has been conducted. The City Secretary is directed to record results in the Election Register as soon as practical after the Canvass.

Section 10: The City Secretary is directed to transmit election results by city precinct in electronic form to the Secretary of State on or before Monday, June 3, 2019.

Section 11: Should any part, section, subsection, paragraph, sentence, clause or phrase contained in this ordinance is held to be unconstitutional or of no force and effect, such holding shall not affect the validity of the remaining portion of this ordinance, but in all respects said remaining portion shall be and remain in full force and effect.

Section 12: It is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public as required by law, and that public notice of the time, place and purpose of said meeting was given as required.

Section 13. That this Ordinance shall become effective from and after its passage as may be required by law or by the City Charter or ordinance.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS this _day of _____***2019***.

TOWN OF ADDISON, TEXAS

_____
Joe Chow, Mayor

ATTEST:

_____
Irma G. Parker, City Secretary

APPROVED AS TO FORM:

_____
Brenda N. McDonald, City Attorney