

**AGENDA
CITY OF ALLEN
CITY COUNCIL REGULAR MEETING
OCTOBER 27, 2015 – 7:00 P.M.
COUNCIL CHAMBERS
ALLEN CITY HALL
305 CENTURY PARKWAY
ALLEN, TEXAS 75013**

Call to Order and Announce a Quorum is Present.

Pledge of Allegiance.

Public Recognition.

1. Citizens' Comments. *[The City Council invites citizens to speak to the Council on any topic not on the agenda or not already scheduled for Public Hearing. Prior to the meeting, please complete a "Public Meeting Appearance Card" and present it to the City Secretary. The time limit is three minutes per speaker, not to exceed a total of fifteen minutes for all speakers.]*
2. Presentation of Shining Star Awards to Aaron Frisvold, A. C. Clementino, Mitchell Henderson and Jim Hooks for their Lifesaving Heroic Efforts.
3. Presentation of Proclamations by the Office of the Mayor:

Presentation of a Proclamation to Representatives of the Keep Allen Beautiful Board Proclaiming November 7, 2015, as Allen Recycles Day.
Presentation of a Proclamation to Representatives of the Keep Allen Beautiful Board Proclaiming October 27, 2015, as Monarch Butterfly Day.

Consent Agenda. *[Routine Council business. Consent Agenda is approved by a single majority vote. Items may be removed for open discussion by a request from a Councilmember or member of staff.]*

4. Approve Minutes of the October 13, 2015, Regular City Council Meeting.
5. Authorize the City Manager to Execute a Four (4) Year Lease Agreement with CSI Leasing, Inc. for Mobile Data Computers to be utilized by the Police and Fire Departments with a Total Principal and Interest Amount of \$388,000.
6. Authorize the City Manager to Purchase Twenty-One (21) Vehicles for Various

Departments from Silsbee Ford, Southwest and Freedom Fleet through the H-GAC and Buyboard Cooperative Purchasing Agreements for a Total Amount Not to Exceed \$768,839.40.

7. Authorize the City Manager to Purchase Replacement Equipment for Various Departments from Landmark Equipment, Professional Turf Products, Blueline Construction, Physio Control, Inc. and Deere & Company through H-GAC and Buyboard Cooperative Purchasing Agreements and a Sole Source Agreement for a total amount not to exceed \$762,733.23.
8. Authorize the City Manager to Execute a Facilities Agreement Between the City of Allen and Wretched Land, L.P., as it relates to the Montgomery Ridge Planned District Development West of US Highway 75 and South of Bethany Drive, for the Purpose of Setting Forth Obligations Regarding the Design and Construction of Public Recreational Trails Along Watters Branch and Park Land and Open Space on the Property.
9. Authorize the City Manager to Execute an Arena License Agreement with the Sidekicks Sports Management LLC, a Texas Limited Liability Company to Base a Professional Major Arena Soccer League (MASL) Team at the Allen Event Center.
10. Receive the Capital Improvement Program (CIP) Status Reports.
11. Receive the Summary of Property Tax Collections as of September 2015.

Regular Agenda.

12. CONTINUED ITEM - Conduct a Public Hearing and Adopt an Ordinance to Amend the Development Regulations of Planned Development No. 108 and Adopt a Concept Plan and Building Elevations Relating to 8.142± Acres Generally Located on the Southeast Corner of the Intersection of Raintree Circle and Junction Drive for the Alders at Twin Creeks.
13. Conduct a Public Hearing and Adopt a Resolution Establishing Commercial and Residential Drainage Fees.

Other Business.

14. Calendar.

October 29 - Capital Improvement Program (CIP) Subcommittee Meeting @ 7:00 p.m., Allen High School.

October 31, 2105 - Arbor Day, Mary Evans Elementary, 9 a.m. - 12 Noon

November 7, 2015 - Recycles Day, Allen City Hall, 8 a.m. - 1 p.m.

15. Items of Interest. *[Council announcements regarding local civic and charitable events, meetings, fundraisers, and awards.]*

Executive Session. (As needed)

Legal, Section 551.071.

As authorized by Section 551.071(2) of the Texas Government Code, the Workshop Meeting and/or the Regular Agenda may be Convened into Closed Executive Session for the Purpose of Seeking Confidential Legal Advice from the City Attorney on any Agenda Item Listed Herein.

(Closed to Public as Provided in the Texas Government Code.)

16. Reconvene and Consider Action on Items Discussed During Executive Session.

Adjournment.

This notice was posted at Allen City Hall, 305 Century Parkway, Allen, Texas, at a place convenient and readily accessible to the public at all times. Said notice was posted on Friday, October 23, 2015, at 5:00 p.m.

Shelley B. George, City Secretary

Allen City Hall is wheelchair accessible. Access to the building and special parking are available at the entrance facing Century Parkway. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 214.509.4105.

Item # 3

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| CITY COUNCIL AGENDA COMMUNICATION |
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AGENDA DATE:

October 27, 2015

SUBJECT:

Presentation of Proclamation by the Office of the Mayor:

Presentation of a Proclamation to Representatives of the Keep Allen Beautiful Board Proclaiming November 7, 2015, as Allen Recycles Day.

Presentation of a Proclamation to Representatives of the Keep Allen Beautiful Board Proclaiming October 27, 2015, as Monarch Butterfly Day.

STAFF RESOURCE:

Shelley B. George, City Secretary

ATTACHMENT

Allen Recycles Day Proclamation

Monarch Butterfly Day Proclamation

*Office of the Mayor
City of Allen*

Proclamation

- WHEREAS,** Allen residents and businesses continue to be recycling leaders in the North Central Texas region; and,
- WHEREAS,** Keep Allen Beautiful, as an affiliate of Keep Texas Beautiful and Keep America Beautiful, works with the community to positively impact the environment through recycling; and,
- WHEREAS,** Keep Allen Beautiful organizes and encourages the community to come together to recycle through its programs, events, and activities; and,
- WHEREAS,** Keep Allen Beautiful encourages environmental responsibility by promoting resource management as reflected in their slogan, *“Allen Recycles Today for Tomorrow.”*

NOW, THEREFORE, I, STEPHEN TERRELL, MAYOR OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, do hereby proclaim Saturday, November 7, 2015, as:

“ALLEN RECYCLES DAY”

in Allen, Texas, and I urge all citizens to recognize this event and participate in all the events related thereto in this community.

Stephen Terrell, MAYOR

*Office of the Mayor
City of Allen*

Proclamation

- WHEREAS,** the monarch butterfly is the most familiar and iconic North American species whose migration and transformation from caterpillar to butterfly has captured the imagination of millions; and,
- WHEREAS,** over the past twenty (20) years, the monarch butterfly population migrating to Mexico has declined from over one billion butterflies to only 60 million in the winter of 2014 ; and,
- WHEREAS,** we all have a critical role to play in helping save the monarch butterfly. The City of Allen helps by providing environments with grassy median strips, community gardens and municipal buildings with native landscaping; and,
- WHEREAS,** the City of Allen pledges to continue to help restore habitat for the monarch so that these magnificent butterflies will once again flourish across the continent.

NOW, THEREFORE, I, STEPHEN TERRELL, MAYOR OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, do hereby proclaim, October 27, 2015 as:

“MONARCH BUTTERFLY DAY”

in Allen, Texas, and I urge all citizens to take cognizance of this event and participate in all the events related thereto in this community.

Stephen Terrell, MAYOR

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| CITY COUNCIL AGENDA COMMUNICATION |
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AGENDA DATE: October 27, 2015

SUBJECT: Approve Minutes of the October 13, 2015,
Regular City Council Meeting.

STAFF RESOURCE: Shelley B. George, City Secretary

ATTACHMENT

Minutes

ALLEN CITY COUNCIL

REGULAR MEETING

OCTOBER 13, 2015

Present:

Stephen Terrell, Mayor

Councilmembers:

Gary L. Caplinger, Mayor Pro Tem

Kurt Kizer

Ross Obermeyer

Joey Herald

Robin L. Sedlacek

Baine Brooks

City Staff:

Peter H. Vargas, City Manager

Shelli Siemer, Assistant City Manager

Eric Ellwanger, Assistant City Manager

Shelley B. George, City Secretary

Teresa Warren, Director, Public and Media Relations Office

Pete Smith, City Attorney

Workshop Session

With a quorum of the Councilmembers present, the Workshop Session of the Allen City Council was called to order by Mayor Terrell at 6:19 p.m. on Tuesday, October 13, 2015, in the Council Conference Room of the Allen City Hall, 305 Century Parkway, Allen, Texas.

- Presentation of Marketing Initiatives – Parks and Recreation, The Courses at Watters Creek and Allen Event Center
- Committee Updates from City Council Liaisons
- Questions on Current Agenda

With no further discussion, the Workshop Session of the Allen City Council was adjourned at 7:01 p.m. on Tuesday, October 13, 2015.

Call to Order and Announce a Quorum is Present

With a quorum of the Councilmembers present, the Regular Meeting of the Allen City Council was called to order by Mayor Terrell at 7:04 p.m. on Tuesday, October 13, 2015, in the Council Chambers of the Allen City Hall, 305 Century Parkway, Allen, Texas.

Pledge of Allegiance

Public Recognition

1. Citizens' Comments.

- Paula Ross, 917 Autumn Lake Drive, Allen, Texas, requested Council designate all buildings in the Heritage Village as "historic" to preserve their historic significance.

2. Office of the Mayor.

- Present a Proclamation to Jesse Simmons, City Forester, Proclaiming October 31, 2015, as "Arbor Day."

3. Recognition of the Purchasing Division for Receipt of the 2015 Achievement of Excellence in Procurement Award.

Consent Agenda

MOTION: Upon a motion made by Councilmember Obermeyer and a second by Mayor Pro Tem Caplinger, the Council voted seven (7) for and none (0) opposed to adopt all items on the Consent Agenda as follows:

- 4. Approve Minutes of the September 22, 2015, Regular City Council Meeting.**
- 5. Approve Minutes of the September 17, 2015, City Council Special Called Meeting with the Capital Improvement Program (CIP) Steering Committee.**
- 6. Approve the Minutes of the October 5, 2015, Triad Meeting of the Allen City Council, Allen ISD Board of Trustees, and Allen-Fairview Chamber of Commerce Executive Board.**
- 7. Award Bid and Authorize the City Manager to Execute the Purchase of Promotional Product on an As-Needed Basis with Peak Promotions, Activate Promotions & Marketing, World of Promotions, Authentic Promotions, AC Printing, EmbroidMe Frisco, Millicent Finney & Associates and Yeah, That One; for a Total Annual Amount Not to Exceed \$80,000 for a One-Year Contract with Two Optional OneYear Renewals.**
- 8. Authorize the City Manager to Execute the Purchase of One (1) Replacement Fire Truck Through the Houston-Galveston Area Council of Governments (HGAC) Cooperative Purchasing Program Contractor, Siddons-Martin Emergency Group, LLC for an Amount Not to Exceed \$952,023.00.**

The motion carried.

Regular Agenda

- 9. Conduct a Public Hearing and Adopt an Ordinance to Amend the Development Regulations of Tract M of Planned Development No. 92 and Adopt a Concept Plan and Building Elevations for 3.76± acres Located at the Northeast Corner of Stacy Road and Watters Road for Stacy Village.**

Mayor Terrell opened the public hearing and asked anyone wishing to speak for or against this item to do so at this time.

With no one speaking, Mayor Terrell closed the public hearing.

ORDINANCE NO. 3333-10-15: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE AND ZONING MAP, AS PREVIOUSLY AMENDED, BY AMENDING THE DEVELOPMENT REGULATIONS OF TRACT M OF PLANNED DEVELOPMENT NO. 92, ADOPTING A CONCEPT PLAN, AND ADOPTING BUILDING ELEVATIONS FOR 3.76± ACRES SITUATED IN THE FRANCIS DOSSER SURVEY, ABSTRACT NO. 280, CITY OF ALLEN, COLLIN COUNTY, TEXAS, LOCATED AT THE NORTHEAST CORNER OF STACY ROAD AND WATTERS ROAD; PROVIDING FOR A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

MOTION: Upon a motion made by Councilmember Sedlacek and a second by Councilmember Obermeyer, the Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 3333-10-15, as previously captioned, to amend the Development Regulations of Tract M of Planned Development No. 92 and adopt a Concept Plan and Building Elevations for 3.76± acres located at the northeast corner of Stacy Road and Watters Road for Stacy Village. The motion carried.

Councilmember Obermeyer filed an Affidavit of Conflict of Interest with the City Secretary for Agenda Item No. 10.

10. CONTINUED ITEM - Conduct a Public Hearing and Adopt an Ordinance to Amend the Development Regulations of Planned Development No. 108 and Adopt a Concept Plan and Building Elevations Relating to 8.142± Acres Generally Located on the Southeast Corner of the Intersection of Raintree Circle and Junction Drive for the Alders at Twin Creeks. *This Item is Recommended to be Continued to the October 27, 2015, City Council Meeting.*

Mayor Terrell asked anyone wishing to speak for or against this item to do so at this time.

MOTION: Upon a motion made by Councilmember Caplinger and a second by Councilmember Herald, the Council voted six (6) for and none (0) opposed to continue this item to the City Council Regular Meeting scheduled at 7:00 p.m. on Tuesday, October 27, 2015. The motion carried.

Other Business

11. Calendar.

- October 15, 22 – Capital Improvement Program (CIP) Subcommittee Meeting @ 7:00 p.m., Allen High School.

12. Items of Interest.

- Council recognized Boy Scouts from Troop Nos. 1299 and 224 in attendance as a requirement for earning a merit badge.
- Allen Americans season begins on Friday, October 16.
- Parks Foundation is having Movie in the Park, Friday, October 16 at Twin Creeks Park.
- Council wished happy birthday to City Manager Vargas and Councilmember Herald.
- Council offered congratulations to Mayor Terrell on the birth of his granddaughter.

Executive Session

The Executive Session was not held.

Adjourn

MOTION: Upon a motion made by Councilmember Herald and a second by Councilmember Brooks, the Council voted seven (7) for and none (0) opposed to adjourn the Regular Meeting of the Allen City Council at 7:28 p.m. on Tuesday, October 13, 2015. The motion carried.

These minutes approved on the 27^h day of October 2015.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, TRMC, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE: October 27, 2015

SUBJECT: Authorize the City Manager to Execute a Four (4) Year Lease Agreement with CSI Leasing, Inc. for Mobile Data Computers to be utilized by the Police and Fire Departments with a Total Principal and Interest Amount of \$388,000.

STAFF RESOURCE: Sid Hudson, Information Technology Director
Eric Cannon, Chief Financial Officer

PREVIOUS COUNCIL ACTION: On February 24, 2009 City Council Approved a Hardware and Software Contract for Public Safety which included new Mobile Data Computers (MDC's).

On January 28, 2014, City Council approved a Master Lease Agreement with CSI Leasing for computer hardware. This equipment will be added as a Schedule to this Agreement.

ACTION PROPOSED: Authorize the City Manager to Execute a Four (4) Year Lease Agreement with CSI Leasing, Inc. for Mobile Data Computers to be utilized by the Police and Fire Departments with a Total Principal and Interest Amount of \$388,000.

BACKGROUND

In 2006, the City developed a Five-Year Strategic Plan for Technology. As part of that plan, it was determined there was a need to establish a lease program for computer replacements. This has benefitted the City by providing a mechanism to budget more consistently for computers and has rotated our desktop and notebook computers, keeping the City more current with industry standards. This lease will add the Police and Fire Mobile Data Computers into the same type rotation as used for desktop computers. The current Equipment was purchased in 2009 and will no longer support the current Microsoft Operating Systems or the applications needed.

The proposed lease agreement with CSI Leasing, Inc. utilizes state contract pricing through the State of Texas Department of Information Services Cooperative Purchasing Program (DIR). The total cost of \$388,000 over the four years of the lease term includes \$350,189.70 for the cost of the equipment, lease interest and reimbursement cost of personal property taxes, plus

\$37,810.30 for service costs such as the imaging of hard drives, computer hardware etching, delivery, set-up, etc.

BUDGETARY IMPACT

The lease of computer equipment is included in the annual Information Technology Department operating budget. The average monthly lease payment of \$8,020 is consistent with previous computer hardware lease agreements.

STAFF RECOMMENDATION

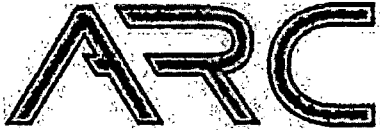
Staff recommends that the City Manager execute a four (4) year lease agreement with CSI Leasing, Inc. for Mobile Data Computers to be utilized by the Police and Fire Departments with a total principal and interest amount of \$388,000.

MOTION

I make a motion to authorize the City Manager to execute a four (4) year lease agreement with CSI Leasing, Inc. for Mobile Data Computers to be utilized by the Police and Fire Departments with a total principal and interest amount of \$388,000.

ATTACHMENT

ARC Quotation
CSI Leasing Schedule 4
CSI Master Operating Lease



SERVICES | STAFFING | SOLUTIONS

9211 Waterford Centre Blvd. Suite 202
Austin, TX 78758
United States
P:(512)452-0651
F:(512)452-0691

| QUOTE | |
|---------------|----------------|
| QUOTE # | Q-147988 |
| Date | 08/05/2015 |
| Page | 1/1 |
| Expires On | 09/04/2015 |
| Sales Contact | J Kling |
| Quote For | Allen, City of |

| Customer PO # | Customer ID | Ship Via | Sales Rep | Terms | FOB |
|---------------|--------------|-----------------|--|------------|----------------|
| JEREMY | TXALLN13004 | GROUND | J Kling | NET 30 | DESTINATION |
| Quantity | Contract # | Item # | Description | Unit Price | Extended Price |
| 70 | DIR-TSO-2520 | CF-3110792CM | PANASONIC CF-31 TOUGHBOOK Win7 (Win8.1 Pro COA), Intel Core i5-5300U 2.30GHz, vPro, 13.1" XGA Touch, 8GB(4+4), 500GB(7200rpm), Intel WiFi a/b/g/n/ac, TPM, Bluetooth, Dual Pass (Upper:WWAN/Lower:Selectable), 4G LTE Multi Carrier (EM7355), GPS, Webcam, Emissive Backlit Keyboard, No DVD Drive, Toughbook Preferred | \$3,815.15 | \$267,060.50 |
| 70 | DIR-TSO-2520 | CF-SVCLTNF4Y | Protection Plus - Laptop (Years 1, 2, 3 & 4) | \$448.12 | \$31,368.40 |
| 1 | | ARCSalesSupport | For sales support please contact Jeremy Kling at (512) 452-0651 | \$0.00 | \$0.00 |

| | |
|----------|--------------|
| Subtotal | \$298,428.90 |
| Tax | \$0.00 |
| Total | \$298,428.90 |

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



SERVICES | STAFFING | SOLUTIONS

9211 Waterford Centre Blvd. Suite 202
Austin, TX 78758
United States
P:(512)452-0651
F:(512)452-0691

| QUOTE | |
|---------------|----------------|
| QUOTE # | Q-147987 |
| Date | 08/05/2015 |
| Page | 1/1 |
| Expires On | 09/04/2015 |
| Sales Contact | J Kling |
| Quote For | Allen, City of |

| Customer PO # | Customer ID | Ship Via | Sales Rep | Terms | FOB |
|---------------|--------------|-------------------|--|------------|----------------|
| JEREMY | TXALLN13004 | GROUND | J Kling | NET 30 | DESTINATION |
| Quantity | Contract # | Item # | Description | Unit Price | Extended Price |
| 70 | DIR-SDD-1934 | DS-PAN-112-2 | TOUGHBOOK CERTIFIED DOCKING STATION FOR PANASONIC CF-30/31 LAPTOPS W/ POWER SUPPLY - DUAL HIGH GAIN | \$682.84 | \$47,798.80 |
| 1 | NA | FREIGHT CHARGE | Freight Charge | \$0.00 | \$0.00 |
| 1 | | ARCSalesSupport | For sales support please contact Jeremy Kling at (512) 452-0651 | \$0.00 | \$0.00 |

For questions regarding this quote, please contact
Jeremy Kling at 512-681-6257 or jeremy.kling@arc-is.com.
This quote is valid for 30 days unless otherwise noted.

| | |
|----------|-----------|
| Subtotal | 47,798.80 |
| Tax | \$0.00 |
| Total | 47,798.80 |

****These Items are Non-Returnable****

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



SERVICES | STAFFING | SOLUTIONS

9211 Waterford Centre Blvd. Suite 202
Austin, TX 78758
United States
P:(512)452-0651
F:(512)452-0691

| QUOTE | |
|---------------|----------------|
| QUOTE # | Q-147986 |
| Date | 08/05/2015 |
| Page | 1/1 |
| Expires On | 09/04/2015 |
| Sales Contact | J Kling |
| Quote For | Allen, City of |

| Customer PO # | Customer ID | Ship Via | Sales Rep | Terms | FOB |
|---------------|--------------|-----------------|---|------------|----------------|
| JEREMY | TXALLN13004 | GROUND | J Kling | NET 30 | DESTINATION |
| Quantity | Contract # | Item # | Description | Unit Price | Extended Price |
| 70 | DIR-SDD-1934 | CG-X | Chargeguard-select | \$56.60 | \$3,962.00 |
| 1 | NA | FREIGHT CHARGE | Freight Charge | \$0.00 | \$0.00 |
| 1 | | ARCSalesSupport | For sales support please contact Jeremy Kling at (512) 452-0651 | \$0.00 | \$0.00 |

| | |
|----------|------------|
| Subtotal | \$3,962.00 |
| Tax | \$0.00 |
| Total | \$3,962.00 |

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

SMARTTRACK SCHEDULE NO. 4 dated as of September 23, 2015
LESSOR:
CSI LEASING, INC.
LESSEE:
CITY OF ALLEN
305 Century Parkway
Allen, Texas 75013

Lessor and Lessee agree that, except as modified or superseded by this SmartTrack Schedule, all of the terms and conditions of Rider 1 to Master Operating Lease Agreement between Lessor and Lessee, and the Master Operating Lease Agreement attached as Appendix E to DIR-SDD-1880 to the extent incorporated in Rider 1, are hereby incorporated herein and made a part hereof. Rider 1 and the Master Operating Lease Agreement are referred to herein as the "MOLA" or the "Master Lease" and are assigned a CSI Master Lease Reference No. 1880ALLEN.

1. **Schedule Term; Schedule Commencement Date:** The Schedule Term is 48 months, starting on January 1, 2016 and expiring on December 31, 2019. The Schedule Commencement Date is January 1, 2016.

2. **Assets Location:** To be provided by Lessee on installation.

3. **Assets:**

| DESCRIPTION (The Equipment must be new and current technology.) | MONTHLY LEASE RATE FACTOR PER UNIT |
|--|---------------------------------------|
| Small Servers / Blade Servers / Workstations (with a cost of \$1,000 to \$75,000 per Unit); Disk Storage (HP, HDS, Nimble or other approved manufacturers); Ruggedized PCs (e.g. Panasonic Toughbooks) | .0229 times Unit cost |

4. **Quantities; Lessor's Purchase of Assets:**

a) This SmartTrack Schedule covers Assets (referred to individually as an Asset or a Unit) of the type(s) listed that are installed at Lessee's facilities between October 1, 2015 through January 1, 2016, inclusive. The Total Cost of the SmartTrack Schedule (Hardware, Software and other costs) is not to exceed \$400,000.00. If Lessee wants this SmartTrack Schedule to cover additional costs, Lessor, in its sole discretion, may pay such additional costs.

b) As Lessee determines the quantities of Assets it requires, Lessee shall have the applicable vendor send to Lessor invoices which will reference this SmartTrack Schedule and which will specify machine type(s), quantities, location(s), sales price, and serial number(s) of the Assets ordered by Lessee, or by Lessor at Lessee's request. Upon receipt of each properly prepared invoice, Lessor shall remit the sales price to the vendor. Lessor shall be entitled to rely upon the authority of any Lessee employee to approve purchases of Assets on behalf of Lessee unless and until such time as an officer of Lessee notifies Lessor to the contrary.

c) Lessor is not liable for any failure or delay in delivery caused by the manufacturer, vendor or any other party or condition not within Lessor's control. Lessee agrees that if any Assets have not been delivered and accepted by Lessee before January 1, 2016, Lessor shall have no obligation to lease those Assets to Lessee and Lessee shall assume any purchase obligations for such units from the applicable vendor, or if Lessor has paid for such Assets, purchase such Assets from Lessor within 5 days after Lessor's request to do so, for a price equal to Lessor's cost of such Assets plus any applicable sales tax on such sale, along with all accrued but unpaid Daily Rental, defined below, thereon.

5. **Software and Other Costs:** In consideration of Lessee's entering into this SmartTrack Schedule, Lessor shall pay fees on Lessee's behalf for various operating and/or application Software so that Lessee may use such Software in connection with

the Assets. Lessor may also pay other costs related to the Assets, on Lessee's behalf. Lessee shall reimburse Lessor for such costs by making a monthly payment to Lessor equal to .0229 (the "Soft Cost Factor") times the cost of the applicable Software fee or other costs, which monthly payment amount will be assigned to Assets and treated as additional rental for the lease of such Assets. The total amount of Software and other costs will not exceed 30% of the Total Cost of the SmartTrack Schedule, without Lessor's prior written consent. Because Lessor makes payments as invoices are received throughout the installation period, the percent of Software and other costs to the Total Cost of the SmartTrack Schedule is generally not known until the final reconciliation of the SmartTrack Schedule. If Lessor determines that the total amount of Software and other costs exceed 30% of the Total Cost of the SmartTrack Schedule, Lessor shall have the option to exclude the excess Software and other costs from this SmartTrack Schedule and Lessee agrees to reimburse Lessor for such amounts.

6. **Rent Payments; Daily Rental:**

a) Lessee shall pay Rent Payments monthly ("Monthly Rental") in advance, with the first payment due January 1, 2016, and the remaining payments due on the first day of each month thereafter. Monthly Rental per Unit will equal the "Monthly Lease Rate Factor" for that Asset, multiplied by the Asset's cost, plus any additional rental for soft costs as set forth in paragraph 5 above.

b) Lessee shall pay to Lessor Daily Rental equal to $1/30^{\text{th}}$ of the Monthly Rental, for each Asset for each day from, and including, the date the Asset is accepted by Lessee for lease (the "Acceptance Date"), through but not including, January 1, 2016. Daily Rental will be payable over the term of the Lease, instead of in a lump sum, and will be calculated as follows. The "lump sum" Daily Rental will be calculated on January 1, 2016, or as soon thereafter as is reasonably practicable. The Soft Cost Factor (defined in paragraph 5 above) will be multiplied by the "lump sum" Daily Rental and the result will be the monthly payment for Daily Rental. The resulting monthly payment amount shall then be assigned to Assets and will be treated as additional rental for the lease of the Assets.

7. **Interest Rate Contingency:** The Lease Rate and Soft Cost Factors (the "Rate Factors") specified in this SmartTrack Schedule are based upon the yield to maturity of U.S. Treasury notes maturing in December 2019 (the "Treasury Yield"); the Treasury Yield benchmark is 1.33%. Lessor intends to obtain a fixed-rate, non-recourse loan, using only the Assets and the SmartTrack Schedule as collateral (the "Loan"). If, at the time the Loan is closed, the then current Treasury Yield exceeds 1.33%, then the Rate Factors shall be increased by .0001 for each 25 basis points by which the then current Treasury Yield exceeds the benchmark Treasury Yield of 1.33%. The Rate Factors will be increased only until the then current Treasury Yield exceeds the benchmark Treasury Yield by 300 basis points. Any increases in the Treasury Yield in excess of 300 basis points will have no further effect on the Rate Factors. Increases of the Treasury Yield by increments of less than 25 basis points will have no effect on the Rate Factors.

8. **Certificate of Acceptance:** On January 1, 2016, or as soon thereafter as is reasonably practicable, Lessee shall execute a Certificate of Acceptance for all installed Assets, which Certificate verifies the actual quantities of machines; and the Monthly Rental per Unit and the total Monthly Rental for the SmartTrack Schedule, both of which will be expressed as dollar amounts.

9. **Stipulated Loss Value:** The Stipulated Loss Value of the Assets will equal a percentage, as set forth in the table below, of the Base Value of the Assets. If there is a loss of less than all of the Assets listed on the SmartTrack Schedule, the Stipulated Loss Value shall be allocated to the Units lost in the same proportion as the Monthly Rental per Unit for the lost Units bears to the Monthly Rental for all Units listed on the SmartTrack Schedule.

Because the actual quantity of Assets is unknown, a dollar amount Base Value is currently unknown. However, the parties agree that a specific dollar amount Base Value will be set forth in the Certificate of Acceptance referred to above. If a Unit is lost prior to the time the Certificate of Acceptance is prepared, the Base Value will equal the cost of the Unit, plus any associated soft costs.

| MONTHLY PAYMENTS MADE | STIPULATED LOSS VALUE (PERCENT OF BASE VALUE) | MONTHLY PAYMENTS MADE | STIPULATED LOSS VALUE (PERCENT OF BASE VALUE) | MONTHLY PAYMENTS MADE | STIPULATED LOSS VALUE (PERCENT OF BASE VALUE) |
|-----------------------------|---|-----------------------------|---|-----------------------------|---|
| 0 | 110.0% | 17 | 77.0 | 33 | 48.5 |
| 1 | 108.1 | 18 | 75.1 | 34 | 46.9 |

| | | | | | |
|----|-------|----|------|-------------------|------|
| 2 | 106.1 | 19 | 73.2 | 35 | 45.3 |
| 3 | 104.2 | 20 | 71.4 | 36 | 43.7 |
| 4 | 102.2 | 21 | 69.5 | 37 | 42.1 |
| 5 | 100.3 | 22 | 67.7 | 38 | 40.6 |
| 6 | 98.3 | 23 | 65.8 | 39 | 39.1 |
| 7 | 96.3 | 24 | 64.0 | 40 | 37.7 |
| 8 | 94.4 | 25 | 62.2 | 41 | 36.2 |
| 9 | 92.4 | 26 | 60.4 | 42 | 34.8 |
| 10 | 90.5 | 27 | 58.7 | 43 | 33.4 |
| 11 | 88.6 | 28 | 56.9 | 44 | 32.1 |
| 12 | 86.6 | 29 | 55.2 | 45 | 30.7 |
| 13 | 84.7 | 30 | 53.5 | 46 | 29.5 |
| 14 | 82.8 | 31 | 51.8 | 47 | 28.2 |
| 15 | 80.8 | 32 | 50.1 | 48 and thereafter | 27.0 |
| 16 | 78.9 | | | | |

10. **Serial Number Substitution:**

a) Lessee may replace any Unit with an identical or improved specification machine (a "Substitute Unit") as a result of a warranty replacement or other mechanical defect, or a casualty loss situation. Lessee must notify Lessor of the replacement serial number and configuration of the Substitute Unit.

b) In addition to the circumstances set forth in (a) above, upon expiration of the Schedule Term, (i) provided no event has occurred that, with or without notice or the passage of time or both, would constitute an Event of Default, and (ii) in consideration of Lessee's performance of all of its obligations under the Lease, Lessee may choose to return desktop PC, laptop PC, or PC monitor units with serial numbers other than those listed in the Certificate of Acceptance only upon the following conditions: the Substitute Units must be (1) of an identical or improved configuration as the units being replaced, (2) in the condition required by section 15(b) of the Master Lease Agreement, and (3) owned by Lessee. Lessee must give Lessor written notice of the serial numbers of the Substitute Units along with a detailed list of which serial numbers they are replacing prior to their return to Lessor or else Lessor may decline to accept Substitute Units. Lessee hereby represents and warrants to Lessor that, upon delivery of any Substitute Units to Lessor, Lessee will be the absolute owner of the Substitute Units; the Substitute Units will be free and clear of all liens, charges and encumbrances; and Lessee will have full right, power and authority to transfer to Lessor title to the Substitute Units.

11. **Essential Use:** Pursuant to Section 20(f) of the MOLA, Lessee certifies that the use of the Assets is essential to Lessee's proper, efficient and economic operation. The Equipment will be used by Lessee for the purpose of performing one or more of Lessee's governmental functions consistent with the permissible scope of Lessee's authority and not in any trade or business carried on by any person other than Lessee. Lessee shall provide an Essential Use/Source of Funds letter in a form and substance acceptable to Lessor.

12. **Opinion of Counsel:** Lessor's performance hereunder is conditioned on receipt of an opinion of counsel for Lessee in a form and substance acceptable to Lessor.

13. **Technological Upgrade:** If Lessee is not in default under the Lease at such time as Lessee desires to upgrade the Assets, Lessee may notify Lessor of its desire to upgrade the Assets with technologically more advanced equipment ("Upgrade Equipment"). In the event Lessor receives such notice, it agrees to negotiate in good faith to enter into a new lease or leases for the Upgrade Equipment upon mutually agreeable terms and conditions, and to terminate the rental obligations of the Assets upon the Commencement Date of the lease or leases for the Upgrade Equipment, provided that the termination of rental obligations shall not be effective unless the Secured Party and Assignee, if any, gives its written consent thereto. Lessee understands, however, that a breach by Lessor under this paragraph shall in no way release the Lessee from or affect the Lessee's obligations to continue making rental payments to any Secured Party or Assignee.

14. **Personal Property Tax:** Lessor shall pay the personal property taxes assessed for the Assets under each Lease, in a total amount for the entire Schedule Term including any extension thereof, not to exceed 5% of Lessor's total acquisition cost for the Assets (hardware costs only) under the applicable Lease. Lessee shall be responsible for payment of all amounts due in

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excess of Lessor's payment amount. (For example, if the total acquisition cost for the hardware on a Lease is \$100,000.00, Lessor's liability for personal property tax during the entire Schedule Term and any extension thereof will not exceed \$5,000.00, and Lessee will reimburse Lessor for any amount in excess of \$5,000.00.)

15. **Purchase Option:** Provided Lessee is not then in default under the Lease, Lessee may, on the last day of the Schedule Term, upon no less than 45 days prior written notice to Lessor, purchase all or part of the Assets at its then current fair market value. Lessee shall state in its notice what Assets it will purchase. The provisions of section 15 of the Master Lease control with respect to the Assets not listed in Lessee's notice. In the event that Lessee and Lessor cannot agree on fair market value, then fair market value shall equal the average of three appraisals obtained from three members of the Association of Service and Computer Dealers International, the first member to be chosen by Lessor, the second member to be chosen by Lessee, and the third member to be chosen by the first two members. Lessee may not unilaterally revoke its exercise of this option. If Lessee fails to exercise this option, then the provisions of section 15 of the Master Lease control.

16. **Extension Option:** Provided Lessee is not then in default under the Lease, Lessee may, on the last day of the Schedule Term, upon no less than 45 days prior written notice to Lessor, extend the Lease, with respect to all or part of the Assets at the then current fair market rental rate. Lessee shall state in its notice what Assets it will extend. The provisions of section 15 of the Master Lease control with respect to the Assets not listed in Lessee's notice. In the event that Lessee and Lessor cannot agree on fair market value, then fair market value shall equal the average of three appraisals obtained from three members of the Association of Service and Computer Dealers International, the first member to be chosen by Lessor, the second member to be chosen by Lessee, and the third member to be chosen by the first two members. Lessee may not unilaterally revoke its exercise of this option. If Lessee fails to exercise this option, then the provisions of section 1 above control.

17. **Financing Statement:** A photocopy of this SmartTrack Schedule, and any exhibits or addenda hereto, may be filed as a precautionary Uniform Commercial Code Financing Statement to evidence Lessor's interest in the Assets.

AT LESSOR'S OPTION, THIS SMARTTRACK SCHEDULE SHALL NOT BE EFFECTIVE UNLESS SIGNED BY LESSEE AND RETURNED TO LESSOR ON OR BEFORE **SEPTEMBER 30, 2015**.

CSI LEASING, INC.

CITY OF ALLEN

Signature: _____

Signature: _____

Printed Name: _____

Name: Peter H. Vargas

Title: _____

Title City Manager

Date: _____

Date: _____

JOW/HOUS

Item # 5\Attachment

ESSENTIAL USE/SOURCE OF FUNDS LETTER

RE: SmartTrack Schedule Number 4 to CSI Master Lease Reference No. 1880ALLEN, (collectively, hereinafter the "Lease") by and between CSI LEASING, INC. ("Lessor") and CITY OF ALLEN ("Lessee")

Ladies and Gentlemen:

This letter confirms and affirms that the Equipment described in the Lease is essential to the function of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all such Equipment, which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, such Equipment was selected by us to be used as follows (please include any specific department that may be its primary user):

Laptops and docking stations for use in Police and Fire vehicles.

Is the equipment replacement, upgrade, additional or new to the department?

Replacement

If replacement, how old is the existing equipment?

6-7 years

The estimated useful life of such Equipment based upon manufacturer's representations and our projected needs is

4

years.

Our source of funds for payments of the rent due under the Lease for the current fiscal year is

General Fund

We expect and anticipate adequate funds to be available for all future payments of rent due after the current fiscal year for the following reasons:

This expense is built into the base budget

Have you or do you intend to issue more than \$10 million in tax-exempt debt during the current year?

Yes

Are you self insured [Yes/No] Yes. If "Yes" please provide details of your self-insurance program including a copy of the authorizing statute.

LESSEE: CITY OF ALLEN

By: X _____

Name: _____

Title: _____

Date: _____

FEIN: _____

Exhibit "A"

MASTER OPERATING LEASE AGREEMENT

1. Definitions. Capitalized terms used in this Appendix and not otherwise defined will have the meanings set forth in the Contract.

- (a) "Assets" refers to the Products as allowed within the Contract, including the Hardware, Software, and related Services, which are specifically identified on the applicable Schedule. Assets includes any items associated with the foregoing, including but not limited to all parts, replacements, additions, repairs, and attachments incorporated therein and/or affixed thereto, and documentation (technical and/or user manuals).
- (b) "Contract" refers to DIR Contract number DIR-SDD-1880 into which this Appendix is incorporated.
- (c) "Event of Default" is defined in Section 23, "Default."
- (d) "Event of Loss" means an event of loss, theft, destruction or damage of any kind to any item of the Assets, including the loss, theft or taking by governmental action of any item of the Assets for a stated period extending beyond the Term of any Schedule.
- (e) "Hardware" refers to the computer machinery and equipment specifically identified on the applicable Schedule.
- (f) "Lease" means the financing transaction described in this MOLA.
- (g) "Lessee" means any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003 (8-a), Texas Government Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code.
- (h) "Lessor" means the Vendor identified in the Contract.
- (i) "MOLA" means this Master Operating Lease Agreement (Appendix E). Any reference to "MOLA" includes the Contract, the Opinion of Counsel, and any riders, amendments and addenda thereto, and any other documents as may from time to time be made a part hereof upon mutual agreement in a writing signed by authorized representatives of both parties.
- (j) "Rent Payment" means the amount payable by Lessee for the Assets as specified in the applicable Schedule.

- Item # 017 Attachment
- (k) "Schedule" or "Supplementary Schedule" to this MOLA means the form or format entered into between Lessor and Lessee which contains, at a minimum, a description of the Assets, the name of the Lessee, applicable Rent Payment, and term of the Lease. To be effective, a Schedule must be executed by both Lessor and Lessee.
 - (l) "Services" refers to the configuration, installation, implementation, support, training, and other professional and consulting services specifically identified on the applicable Schedule.
 - (m) "Software" refers to the computer programs specifically identified on the applicable Schedule.
 - (n) "Stipulated Loss Value" is the value of each unit of Hardware at various times during the Lease as specified in the applicable Schedule; however, in no event will the Stipulated Loss Value of a Hardware unit exceed its fair market value.

2. Lease.

- (a) Lessor and Lessee intend that this MOLA constitute an operating lease and a true lease as those terms are defined in the Statement of Financial Accounting Standards No. 13 and as provided for under the Uniform Commercial Code – Leases, Tex. Bus. & Comm. Code Article 2A. Under no circumstances shall this MOLA or any Schedules entered into under it be construed as a "finance lease" as defined in Tex. Bus. & Comm. Code § 2A.103 (7). In addition, Lessor acknowledges that Lessee is not a "merchant lessee" for purposes of Tex. Bus. & Comm. Code § 2A.511.
- (b) Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Assets described on each Schedule. Each such Schedule constitutes a separate agreement between Lessor and Lessee. In addition, each Schedule is subject to the terms and conditions of this MOLA as if a separate MOLA were executed for such Schedule by the parties.
- (c) In the event of Lessee's rightful rejection of the Assets as specified in Section 10 ("Inspection and Acceptance") of this MOLA, Lessee shall have the right, at its sole option, to cancel this Lease as to the rejected Assets or as to all of the Assets to be leased under the Schedule applicable to such Assets. Upon cancellation, Lessee shall have no obligations under this MOLA with respect to the portion of this Lease so cancelled.
- (d) Each Lessee has made an independent legal and management determination to enter into each Schedule. DIR has not offered or provided any legal or management advice to Lessor or to any Lessee under any Schedule. Lessee may negotiate additional terms or more advantageous terms with Lessor to satisfy individual procurements in which case such terms shall be set forth in a Rider to the MOLA or the Schedule. To the extent that any of the provisions of the MOLA conflict with any of the terms contained in any Schedule, the terms of this MOLA shall control.

- (e) If more than one Lessee is named in a Schedule, the liability of each named Lessee shall be joint and several. However, unless DIR leases Assets for its own use, DIR is not a party to any Schedule executed under this MOLA and is not responsible for Rent Payments or any other obligations under such Lessee's Schedule. The invalidation, fulfillment, waiver, termination, or other disposition of any rights or obligations of either a Lessee or Lessor (or both of them) arising from the use of this MOLA in conjunction with any one Schedule shall not affect the status of the rights or obligations of either or both of those parties arising from the use of this MOLA in conjunction with any other Schedule, except in the Event of Default as provided in Section 23 ("Default") of this MOLA.

3. Term of MOLA.

The term of this MOLA shall commence (a) upon commencement of the term of the Contract, if this MOLA was agreed to under the Contract, or (b) on the Effective Date specified in Amendment Number 5 if this MOLA is added to the Contract under such Amendment. The term of this MOLA shall continue until the last to occur of the following: (i) the Schedule Term of each Schedule entered into by the parties has expired or been terminated, or (ii) the Contract has expired or been terminated. In the event of any termination or expiration of the Contract or termination of this MOLA, any provisions of the Contract and this MOLA as may be necessary to preserve the rights of Lessor or Lessee hereunder shall survive said termination or expiration.

4. Term of Schedule.

The term for each Schedule agreed to by a Lessee and Lessor under this MOLA shall commence on the effective date specified in the Schedule (and, if no date is specified, then on the date the Schedule was signed by Lessee, provided Lessor has also signed the Schedule). Unless earlier terminated as provided for herein, the Schedule shall continue for the number of whole months or other payment periods set forth in it (the "Schedule Term"). Prior to entering into a Lease, Lessee shall make its own determination that the Schedule Term does not exceed seventy five percent (75%) of the economic life of the Hardware, and Lessor makes no representation regarding the economic life of the Hardware or its relation to the Schedule Term. The Schedule Term may be earlier terminated upon: (i) the non-appropriation of funds pursuant to Section 8 ("Appropriation of Funds") of this MOLA, (ii) an Event of Loss, (iii) an Event of Default by Lessee and Lessor's election to cancel the Schedule pursuant to Section 24 ("Remedies") of this MOLA, (iv) an event of default or other breach of this Agreement by Lessor and Lessee's election to cancel the Schedule pursuant to Section 24 ("Remedies") of this MOLA, or (v) as otherwise set forth herein.

5. Administration of MOLA.

- (a) When a prospective Lessee wishes to lease Assets under this MOLA, the prospect will submit its request directly to Lessor. Lessor shall apply the applicable pricing discounts as stated in Section 4 of the Contract or the price as agreed upon by Lessee and Lessor in the

applicable Schedule, whichever is lower and submit the lease proposal to the prospective Lessee. If the prospective Lessee wishes to proceed to lease Assets based on the proposal, Lessor will negotiate the applicable Rent Payment, availability of Assets, and term of the Lease directly with the prospective Lessee.

- (b) With respect to Lessor's obligations under Section 5 of the Contract to report the sale and make payment of the DIR administrative fee as defined in that Section, all leasing activities in conjunction to this MOLA shall be treated as a "purchase sale." Notwithstanding treatment of this Lease as a "purchase sale" as to the transaction between Lessor and DIR under the Contract, however, under no circumstances shall this MOLA be construed as creating anything other than a true lease and operating lease as stated in Section 2 ("Lease") hereof for the transaction(s) between Lessor and Lessee.
- (c) Upon agreement by Lessor and Lessee on the applicable Rent Payment, availability, Lease term, and the like, Lessee may issue a purchase order in the amount indicated on the applicable Schedule to Lessor for the Assets and reference the Contract number on the purchase order. Any pre-printed terms and conditions on the Schedule issued by Lessor (with respect to any item other than the specific Assets which are the subject of the Lease, the Schedule Term, and the Rent Payments), Lessor's order acknowledgement form or the like shall not be effective with respect to the lease of Assets hereunder. Rather, the terms and conditions of this MOLA shall control in all respects.
- (d) Until a Schedule is entered into by Lessor and a Lessee per the process set forth in this MOLA, neither DIR nor any Lessee is obligated under this MOLA to lease Assets from Lessor nor is Lessor obligated under this MOLA to lease Assets to a Lessee.

6. Rent Payments.

- (a) During the Schedule Term and any renewal terms agreed to by Lessee as specified herein, Lessee agrees to pay Lessor the Rent Payments set forth in the relevant Schedule for each Asset. Rent Payments shall be the amount equal to the Rent Payment amount specified in the Schedule multiplied by the amount of the total number of Rent Payments specified therein. Lessee shall pay Rent Payments in the amount and on the due dates specified by Lessor until all Rent Payments and all other amounts due under the Schedule have been paid in full. If the Schedule Commencement Date is other than the first day of a month, Lessee shall make an initial payment on the Schedule Commencement Date in an amount equal to one-thirtieth of the Rent Payment specified in the Schedule for each day from the Schedule Commencement Date (including the Schedule Commencement Date) through the last day of such month (including that day). For example, if a scheduled payment amount is \$3,000 and the Scheduled Commencement date is the 15th of the month, a payment of \$1,500 will be made. Prior to entering into a Lease, Lessee shall make its own determination that the present value of the Rent Payments does not exceed ninety percent (90%) of the value of the

Assets, and Lessor makes no representation regarding the value of the Assets in relation to the present value of the Rent Payments due under each Schedule.

- (b) Any amounts received by Lessor from Lessee in excess of Rent Payments and any other sums required to be paid by Lessee shall be held as non-interest bearing security for Lessee's faithful performance under the conditions of this MOLA (and any Schedule), and applied to reduce future Rent Payments. All Rent Payments shall be paid to Lessor at the address stated on the Schedule or any other such place as Lessor or its assigns may hereafter direct to Lessee. Lessee shall abide by Appendix A, Section 7C of the Contract in making payments to Lessor. Lessor's (including its assignees') remedy for late payments is as set forth in Chapter 2251, Texas Government Code.
- (c) Lessee acknowledges and agrees, except as specifically provided for in Section 8 ("Appropriation of Funds") of this MOLA and excluding claims resulting from a breach of Lessor's obligations as set forth in this MOLA or any Schedule or of Lessee's rights under Section 16 ("Quiet Enjoyment") hereof, that Lessee's obligation to pay Rent and other sums payable hereunder, shall not be abated, reduced or subject to offset or diminished as a result of any past, present or future claims Lessee may have against Lessor under this Lease. Notwithstanding the foregoing, nothing in this Section or any other provision of this MOLA shall affect or preclude Lessee from enforcing any and all other rights it may have against Lessor and its assignees under this MOLA or otherwise affect any right Lessee may have against the manufacturer or licensor of the Assets or any party other than Lessor, except that the Lessee may not terminate a Schedule for convenience after acceptance of the Equipment leased under that Schedule.

7. Liens.

Lessee shall keep the Assets free and clear of all levies, liens and encumbrances, and shall give Lessor immediate notice of any attachment or other judicial process affecting any item of the Assets.

8. Appropriation of Funds.

Lessee intends to continue each Schedule to which it is a party for the Schedule Term and to pay the Rent and other amounts due hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Schedule Term can be obtained. Lessee further intends to act in good faith to do those things reasonably and lawfully within its power to obtain and maintain funds from which the Rent may be paid. Notwithstanding the foregoing, in the event sufficient funds are not appropriated to continue the Schedule Term for any fiscal period (as set forth on the Schedule) of Lessee beyond the fiscal period first in effect at the commencement of the Schedule Term, Lessee may terminate the Schedule with regard to those of the Assets on the Schedule so affected. Lessee shall endeavor to provide Lessor with written notice sixty (60) days prior to the end of its current Fiscal Period confirming which Assets on the

Schedule will be so affected by the termination. All obligations of Lessee to make Rent Payments due with respect to those Assets after the end of the Fiscal Period for which such termination applies will cease, all interests of Lessee in those Assets will terminate, Lessee shall surrender those Assets in accordance with Section 15 ("Option to Extend; Surrender of Assets") of this MOLA, and the applicable Schedule shall be deemed amended. Lessee represents and warrants it has adequate funds to meet its obligations during the first fiscal period of the Schedule Term. Lessor and Lessee intend that the obligation of Lessee to make Rent Payments under this MOLA shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general revenues, funds or monies of Lessee or the State of Texas, as applicable, beyond the fiscal period for which sufficient funds have been appropriated to make Rent Payments hereunder.

9. Assignment of Warranties.

Each Schedule is intended to be a true lease and operating lease as defined in Tex. Bus. & Comm. Code Article 2A. Lessor has acquired or will acquire the Assets in connection with this MOLA and hereby agrees to assign to Lessee any warranties provided to Lessor with respect to the Assets during the Term of the applicable Schedule, to the extent the warranties are assignable. Unless Lessor is the manufacturer or is otherwise liable under the Contract, Lessor shall not be liable for damages for any reason for any act or omission of the manufacturer of the Assets. Except as provided in Section 24 ("Remedies") hereof, Lessee acknowledges that none of the following shall relieve Lessee from the obligations under this MOLA during the Schedule Term unless due to Lessor's acts or omissions: (i) Lessee's dissatisfaction with any unit of the Assets, (ii) the failure of an Asset to remain in useful condition for the Schedule Term, or (iii) the loss or right of possession of the Assets (or any part thereof) by Lessee. Lessee shall have no right, title or interest in or to the Assets except the right to use the same upon the terms and conditions herein contained. The Assets shall remain the sole and exclusive personal property of Lessor and not be deemed a fixture whether or not it becomes attached to any real property of Lessee.

10. Inspection and Acceptance.

Promptly upon delivery of the Assets, Lessee will inspect and test the Assets. No later than twenty (20) business days following its date of delivery (or, if the Assets are part of a system, the date of last delivery of the Assets comprising the system), Lessee will execute and deliver either (i) a Certificate of Acceptance, or (ii) written notification of any defects in the Assets. If Lessee has not given notice within such time period, the Assets shall be deemed accepted by Lessee as of the twentieth (20th) business day, as described above. In the event Lessee does not accept the Assets, Lessor will promptly remove the Assets from Lessee's premises and deliver conforming Assets within ten (10) business days thereafter. If conforming Assets are not delivered within

that timeframe, Lessee may terminate the Schedule on written notice to Lessor. Lessee's acceptance of any Assets shall not be deemed to waive any rights Lessee may have against the manufacturer or licensor, as applicable. Lessor and its assigns, including either of their respective agents shall have the right to inspect the Assets upon reasonable notice to Lessee and during normal business hours provided that anyone who does so has first executed a non-disclosure agreement acceptable to Lessee.

11. Installation and Delivery; Use of Assets; Repair and Maintenance.

- (a) Except as set forth in this MOLA, all transportation, delivery, installation, and de-installation costs associated with the Assets shall be borne by Lessee. Lessee shall provide a place of installation for the Assets, which conforms to the requirements of the manufacturer and Lessor.
- (b) Subject to the terms hereof, Lessee shall be entitled to use the Assets for the conduct of its business in compliance with all laws, rules, and regulations of the jurisdiction in which the Assets are located. Lessee shall not use or permit the use of the Assets for any purpose for which, according to the specification of the manufacturer, the Assets are not designed.
- (c) Lessee, at its expense, shall take good and proper care of the Hardware and make all repairs and replacements necessary to maintain and preserve the Hardware and keep the Hardware in good order and condition (reasonable wear and tear excepted). Unless Lessor shall otherwise consent in writing, Lessee shall, at its own expense, enter into and maintain in force a maintenance agreement covering each Hardware unit. Lessee shall furnish Lessor with a copy of such agreement, upon request. Lessee shall not make any alterations, additions, or improvements, or add attachments to the Hardware without the prior written consent of Lessor, except for additions or attachments to the Hardware leased by Lessee from Lessor or purchased by Lessee from the manufacturer of the Hardware (or an authorized distributor of the manufacturer) or any other person approved by Lessor. Lessee shall affix on a prominent place on each item of Hardware any tags, decals or labels supplied by Lessor to Lessee which describe the ownership of the Hardware. Subject to the provisions of Section 15(b) under "Option to Extend; Surrender of Hardware and Software Assets," Lessee agrees to restore the Hardware to Return Condition prior to its return to Lessor.

12. Relocation of Hardware and Software.

Except as set forth on the applicable Schedule, Lessee shall at all times keep the Hardware and Software within its exclusive possession and control. Lessee may move the Hardware or Software to another location of Lessee within the continental United States, provided Lessee is not in default on any Schedule and pays all costs associated with such relocation. If such relocation requires Lessor's prior written consent, Lessee shall obtain such consent prior to relocating the Hardware or Software, as applicable, which consent Lessor shall not unreasonably

withhold. Notwithstanding the foregoing, in those situations where consent is otherwise required, Lessee may move the Hardware or Software to another location within Texas without notification to, or the consent of, Lessor; provided, however, that not later than December 31 of each calendar year, Lessee shall provide Lessor a written report detailing the total amount of Hardware and Software at each location of Lessee as of that date, and the complete address for each location. Lessor shall make all filings and returns for property taxes due with respect to the Hardware and Software, and Lessee agrees that it shall not make or file any property tax returns, including information returns, with respect to the Hardware and Software.

13. Taxes.

Unless otherwise agreed by the parties on the applicable Schedule, Lessor will pay any Imposition or file any forms or returns with respect thereto. Lessee shall, when billed, and with copy of Imposition invoice(s) with respect to Assets specified on the Schedule, reimburse Lessor for such payment. For purposes of this paragraph "Impositions" means all taxes, including personal property taxes and fees, without pro-ration as described in the Financial Disclosure Summary Work Sheet (Attachment 1) hereafter imposed, assessed or payable during the term of the relevant Schedule including any extension thereof. Because the reimbursement date for an Imposition may occur after the expiration or termination of the term of the relevant Schedule, it is understood and agreed that Lessee's liability to reimburse for such Impositions shall survive the expiration or termination of the term of the relevant Schedule.

14. Ownership.

The Hardware and Software shall at all times be and remain the sole and exclusive property of Lessor, subject to the parties' rights under any applicable software license agreement. Lessee shall have no right, title or interest in the Hardware except a leasehold interest as provided for herein. Lessee agrees that the Hardware shall be and remain personal property and shall not be so affixed to realty as to become a fixture or otherwise to lose its identity as the separate property of Lessor. Upon Lessor's request, Lessee will enter into agreements necessary to ensure that the Hardware remains the personal property of Lessor.

15. Option to Extend; Surrender of Hardware and Software Assets.

- (a) Not less than ninety (90) days prior to the expiration of the initial Schedule Term, Lessor shall notify Lessee in writing of options to extend the Schedule for continued use of the Hardware or Software specified in that Schedule. If Lessee desires to exercise any of the options offered by Lessor (and provided Lessee has determined that, with respect to Hardware, any extension does not exceed seventy five percent (75%) of its economic life), Lessee shall give Lessor irrevocable written notice of the option Lessee intends to exercise at least forty-five (45) days before the expiration of such Schedule Term. In the event the Lease is extended for some but not all of the Hardware and Software specified on a Schedule, the Schedule shall be updated to reflect those changes. At the end of the Schedule

Term (as well as with respect to any Hardware and Software not extended as described immediately above), Lessee will surrender and return the Hardware and Software to Lessor in compliance with Section 15(b) below.

- (b) Except as specified otherwise herein, upon the expiration, early termination as provided herein, or final termination of the Schedule, Lessee, at its cost and expense, shall promptly return the Hardware, freight prepaid, to Lessor in good repair and working order, with reasonably unblemished physical appearance and with no defects which affect the operation or performance of the Hardware ("Return Condition"), reasonable wear and tear excepted. If the Hardware is not in Return Condition, Lessee shall, at its option, either restore the Hardware (at Lessee's cost) to Return Condition or pay for the Hardware at its Stipulated Loss Value if the Hardware is not reasonably repairable. Lessee shall arrange and pay for the de-installation and packing of the Hardware in suitable packaging, and return the Hardware to Lessor at the location specified by Lessor; provided, however, that such location shall be within the United States no farther than 500 miles from the original Lessee delivery location, unless otherwise agreed to on the applicable Schedule. At its option and expense, Lessor shall have the right to supervise and direct the preparation of the Hardware for return. If, upon termination or expiration of the Schedule for any reason, Lessee fails or refuses to return to Lessor a Hardware unit or Software program specified in that Schedule or to pay Lessor the Stipulated Loss Value for a Hardware unit, Lessee shall remain liable for Rent Payments for that unit or program up to the date on which the unit or program is returned to the address specified by Lessor (or on which Lessee has paid Lessor the Stipulated Loss Value). In such event and specifically with respect to the Hardware, Lessor shall also have the right to enter Lessee's premises or any other premises where the Hardware may be found to take possession of and to remove the Hardware, at Lessee's sole cost and expense, without legal process. Lessee understands that it may have a right under law to notice and a hearing prior to repossession of the Hardware. However, as an inducement to Lessor to enter into a transaction, but only to the extent that Lessee, if a state agency, has statutory authority to do so, Lessee hereby expressly waives all rights conferred by existing law to notice and a hearing prior to such repossession by Lessor or any officer authorized by law to effect repossession and hereby releases Lessor from all liability in connection with such repossession. Without waiving the doctrines of sovereign immunity and immunity from suit and to the extent authorized by the Constitution and laws of the State of Texas, Lessee's obligation to return Hardware may, at Lessor's option, be specifically enforced by Lessor.

16. Quiet Enjoyment.

During the Schedule Term, Lessor shall not interfere with Lessee's quiet enjoyment and use of the Assets as long as an Event of Default (as hereinafter defined in Section 23 ("Default") of the MOLA) has not occurred.

17. Warranties regarding the Assets.

Lessor acknowledges that warranties made by the manufacturer or licensor of the Assets, if any, inure to the benefit of Lessee. Lessee agrees to pursue any warranty claim directly against such manufacturer or licensor of the Assets and shall not pursue any such claim against Lessor.

18. No Warranties by Lessor regarding the Assets.

Except as set forth in the Contract, Lessee acknowledges that Lessor is not the manufacturer or licensor of the Hardware or Software Assets. Lessee agrees that Lessor makes no representations or warranties of whatsoever nature, directly or indirectly, express or implied, as to the suitability, durability, fitness for use, merchantability, condition, or quality of the Hardware or Software Assets or any unit thereof. Except to the extent Lessor is the manufacturer or licensor of the Hardware or Software Assets, Lessee specifically waives all right to make claim against Lessor for breach of any warranty of any kind whatsoever; and with respect to Lessor, Lessee leases the Hardware and Software "as is". Except to the extent Lessor is the manufacturer or licensor of the Hardware or Software Assets, Lessor shall not be liable to Lessee for any loss, damage, or expense of any kind or nature caused directly or indirectly by any Hardware or Software leased hereunder, or by the use or maintenance thereof, or by the repairs, service or adjustment thereto or any delay or failure to provide any thereof, or by any interruption of service or loss of use thereof, or for any loss of business or damage whatsoever and howsoever caused. Lessor agrees to assign to Lessee, upon Lessee's request therefor, any warranty of a manufacturer or licensor or seller relating to the Hardware and Software that may have been given to Lessor.

19. Risk of Loss.

Commencing upon delivery and continuing throughout the Schedule Term, Lessee shall bear the entire risk of loss or damage in respect to the Hardware specified on the Schedule, whether partial or complete, from any cause whatsoever. Lessee shall promptly notify Lessor regarding any Event of Loss. Upon any Event of Loss, Lessee shall, at its option: (a) immediately repair the affected Hardware so that it is in good condition and working order, (b) replace the affected Hardware with identical equipment of at least equal value, in good condition and repair, and transfer clear title thereto to Lessor, or (c) to the extent permitted by law, pay to Lessor, within thirty (30) days of the Event of Loss, an amount equal to the Stipulated Loss Value for such affected Hardware unit, plus any other unpaid amounts then due under the Schedule. If an Event of Loss occurs as to part of the Hardware for which the SLV is paid, a prorated amount of each Rent Payment shall abate from the date the SLV payment is received by Lessor. The Stipulated Loss Value shall be an amount determined as of the date of payment in accordance with the Stipulated Loss Value Schedule attached to the applicable Schedule together with all unpaid Rent Payments which are due and payable through the date of payment.

In the event of a governmental taking of a Hardware unit for an indefinite period or for a stated period, which does not extend beyond the Schedule Term, all obligations of Lessee with respect

to such Hardware unit (including payment of Rent) shall continue. So long as Lessee is not in default hereunder, Lessor shall pay to Lessee all sums received by Lessor from the government by reason of such taking.

20. Representations and Warranties of Lessee.

Lessee represents and warrants for the benefit of Lessor and its assigns, and Lessee will provide an opinion of counsel to the effect that, as of the time of execution of the MOLA and each Schedule between Lessor and Lessee:

- (a) Lessee is either a Texas state agency or Texas local government, as defined in Section 2054.003, Texas Government Code (including institutions of higher education as defined in Section 2054.003 (8-a), Texas Government Code) or a state agency purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code. Lessee has made an independent legal and management determination to enter into this transaction;
- (b) Each Schedule executed by Lessee has been duly authorized, executed and delivered by Lessee and constitutes a valid, legal and binding true lease and operating lease agreement of Lessee, enforceable in accordance with its terms;
- (c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessee of any Schedule between Lessor and Lessee;
- (d) The entering into and performance of any Schedule between Lessor and Lessee, this MOLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of Lessee or on the Hardware or Software leased under any Schedule between Lessor and Lessee pursuant to any instrument to which Lessee is a party or by which it or its assets may be bound;
- (e) To the best of Lessee's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessee, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the MOLA or any Schedule between Lessor and Lessee;
- (f) The use of the Assets is essential to Lessee's proper, efficient and economic operation, and Lessee will sign and provide to Lessor upon execution of each Schedule between Lessor and Lessee hereto written certification to that effect; and
- (g) Lessee represents and warrants that (i) It has authority to enter into any Schedule under this MOLA, (ii) the persons executing a Schedule have been duly authorized to execute the Schedule on Lessee's behalf, (iii) all information supplied to Lessor is true and correct,

including all credit and financial information and (iv) it is able to meet all its financial obligations, including the Rent Payments hereunder.

21. Representation and Warranties of DIR.

DIR represents and warrants for the benefit of Lessor and its assigns, and DIR will provide an opinion of counsel to the effect that, as of the time of execution of the MOLA:

- (a) DIR is a State agency as defined in Section 2251.001, Texas Government Code. DIR has not provided Lessee or Lessor with any legal or management advice regarding the MOLA or any Schedule executed pursuant thereto;
- (b) This MOLA has been duly authorized, executed and delivered by DIR and constitutes a valid, legal and binding agreement of DIR, enforceable in accordance with its terms;
- (c) No approval, consent or withholding of objection is required from any federal or other governmental authority or governmental authority or instrumentality with respect to the entering into or performance by DIR of this MOLA;
- (d) The entering into and performance of the MOLA does not violate any judgment, order, law or regulation applicable to DIR or result in any breach of, constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of DIR or on the Hardware or Software pursuant to any instrument to which DIR is a party or by which it or its assets may be bound;
- (e) To the best of DIR's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting DIR, which if determined adversely to DIR will have a material adverse effect on the ability of DIR to fulfill its obligations under the MOLA;
- (f) DIR is authorized to charge and collect the administrative fee as set forth within Section 5 of the Contract; and
- (g) Lessor's payment of the administrative fee to DIR shall not constitute an illegal gratuity or otherwise violate Texas law.

22. Representations and Warranties of Lessor.

Lessor represents and warrants for the benefit of DIR and each Lessee:

- (a) Lessor is an entity authorized and validly existing under the laws of its state of organization, is authorized to do business in Texas, and is not in default as to taxes owed to the State of Texas and any of its political subdivisions;
- (b) The MOLA and each Schedule executed in conjunction to this MOLA have been duly authorized, executed and delivered by Lessor and constitute valid, legal and binding

agreements of Lessor, enforceable with respect to the obligations of Lessor herein in accordance with their terms;

- (c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessor of this MOLA or any Schedule;
- (d) The entering into and performance of the MOLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessor or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon the assets of Lessor, including the Hardware or Software leased under the MOLA and Schedules thereto, pursuant to any instrument to which Lessor is a party or by which it or its assets may be bound;
- (e) To the best of Lessor's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessor, which if determined adversely to Lessor will have a material adverse effect on the ability of Lessor to fulfill its obligations under the MOLA or any Schedule; and
- (f) Lessor acknowledges that DIR, as a government agency, is subject to the Texas Public Information Act, and that DIR will comply with such Act, including all opinions of the Texas Attorney General's Office concerning this Act.

23. Default.

Lessee shall be in default under a Schedule upon the occurrence of any one or more of the following events (each an "Event of Default"): (a) nonpayment or incomplete payment by Lessee of Rent or any other sum payable on its due date; (b) Lessee's material breach of this MOLA, any Schedule, or any applicable software license agreement, which is not cured within thirty (30) days after written notice thereof from Lessor; (c) Lessee's filing of any proceedings commencing bankruptcy or the taking of other similar action by Lessee under any state insolvency or similar law, (d) the filing of any involuntary petition against Lessee or the appointment of any receiver not dismissed within sixty (60) days from the date of said filing or appointment; (e) subjection of a substantial part of Lessee's property or any part of the Hardware to any levy, seizure, assignment or sale for or by any creditor or governmental agency; or (f) any representation or warranty made by Lessee in this MOLA, any Schedule or in any document furnished by Lessee to Lessor in connection therewith or with the acquisition or use of the Assets being or becoming untrue in any material respect.

24. Remedies.

- (a) Lessor's Remedies.

- i. Upon the occurrence of an "Event of Default," Lessor may, in its sole discretion, do any one or more of the following:
- A. after giving thirty (30) days prior written notice to Lessee of the Event of Default, during which time Lessee shall have the opportunity to cure such Default, terminate any or all Schedules executed by Lessor and the defaulting Lessee;
 - B. without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, Lessor may proceed by appropriate court action to enforce the performance of the terms of the Schedule;
 - C. after giving thirty (30) days prior written notice to Lessee of the Event of Default, during which time Lessee shall have the opportunity to cure such Default, and whether or not the Schedule is terminated, take possession of the Hardware and Software wherever located, without additional demand, liability, court order or other process of law. To the extent permitted by Texas law, Lessee hereby authorizes Lessor, its assigns or the agents of either to enter upon the premises where such Hardware or Software is located or cause Lessee, and Lessee hereby agrees, to return such Hardware and Software to Lessor in accordance with the requirements of Section 15 ("Option to Extend; Surrender of Hardware and Software Assets") hereof;
 - D. by notice to Lessee, and to the extent permitted by law, declare immediately due and payable and recover from Lessee, as liquidated damages and not as a penalty, the sum of:
 - I. the present value of the Rent owed from the earlier of the last date of payment by Lessee or the date Lessor obtains a judgment against Lessee until the end of the Schedule Term plus, if the Hardware is not returned to or repossessed by Lessor, the present value of the Stipulated Loss Value of the Hardware at the end of the Schedule Term, each discounted at a rate equal to the rate used by Lessor for business opportunity analysis;
 - II. without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, costs, fees (including all attorneys' fees and court costs) and expenses associated with collecting said sums; and
 - III. interest on (I) from the date of default at 1½% per month or portion thereof (or the highest rate allowable by law, if less) and, on (II) from the date Lessor incurs such fees, costs or expenses.

- ii. Upon return or repossession of the Hardware, Lessor may, if it so decides in its sole discretion, upon notice to Lessee, use reasonable efforts to sell, re-lease or otherwise dispose of such Hardware, in such manner and upon such terms as Lessor may determine in its sole discretion, so long as such manner and terms are commercially reasonable. Upon disposition of the Hardware, Lessor shall credit the Net Proceeds (as defined below) to the damages paid or payable by Lessee. Proceeds upon sale of the Hardware shall be the sale price paid to Lessor less the Stipulated Loss Value in effect as of the date of default. Proceeds upon a re-lease of the Hardware shall be all rents to be received for a term not to exceed the remaining Schedule Term, discounted to present value as of the commencement date of the re-lease at Lessor's current applicable debt rate. Without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, "Net Proceeds" shall be the Proceeds of sale or re-lease as determined above, less all costs and expenses incurred by Lessor in the recovery, storage and repair of the Hardware, in the remarketing or disposition thereof, or otherwise as a result of Lessee's default, including any court costs and attorney's fees and interest on the foregoing at eighteen percent (18%) per annum or the highest rate allowable by law, if less, calculated from the dates such costs and expenses were incurred until received by Lessor. Lessee shall remain liable for the amount by which all sums, including liquidated damages, due from Lessee exceeds the Net Proceeds. Net Proceeds in excess thereof are the property of and shall be retained by Lessor.
- iii. No termination, repossession or other act by Lessor in the exercise of its rights and remedies upon an Event or Default by Lessee shall relieve Lessee from any of its obligations hereunder. No remedy referred to in this Section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity.
- iv. Neither DIR nor non-defaulting Lessees shall be deemed in default under the MOLA or Schedules because of the default of a particular Lessee. Lessor's remedies under this Section 24 shall not extend to DIR and those non-defaulting Lessees.
- (b) Lessee's Remedies. Lessee's sole remedy for a breach by Lessor of this MOLA or a Schedule shall be to bring an action against Lessor for damages. On acceptance of the Equipment leased under a Schedule, lessee waives all rights provided under Tex. Bus. & Comm. Code §2A.508 through §2A.522.
- (c) Each party agrees that any delay or failure by the other party to enforce that party's rights under this MOLA or a Schedule does not prevent that party from enforcing its rights at a later time.

25. Notices and Waivers.

- (a) All notices relating to this MOLA shall be delivered to DIR or Lessor as specified in Section 6 of the Contract, or to another representative and address subsequently specified in writing by the appropriate parties hereto. All notices relating to a Schedule shall be delivered in person to an officer of Lessor or Lessee or shall be given by certified or registered mail or overnight carrier to Lessor or Lessee at its respective address shown on the Schedule or to another address subsequently specified in writing by the appropriate parties thereof. DIR, Lessee, and Lessor intend and agree that a photocopy or facsimile of this MOLA or a Schedule and all related documents, including but not limited to the Acceptance Certificate, with their signatures thereon shall be treated as originals, and shall be deemed to be as binding, valid, genuine, and authentic as an original signature document for all purposes.
- (b) A waiver of a specific default shall not be a waiver of any other or subsequent default. No waiver of any provision of this MOLA or a provision of a Schedule shall be a waiver of any other provision or matter, and all such waivers shall be in writing and executed by an officer of the waiving party. No failure on the part of a party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof.

26. Assignment by Lessor; Assignment or Sublease by Lessee.

- (a) Upon thirty (30) days advance written notice to Lessee and provided that any such assignee expressly assumes Lessor's obligations under this MOLA and each Schedule, Lessor may (i) assign all or a portion of Lessor's right, title and interest in this MOLA and/or any Schedule; (ii) grant a security interest in the right, title and interest of Lessor in the MOLA, any Schedule and/or any Asset; and/or (iii) sell or transfer its title and interest as owner or licensor of the Hardware and Software and/or as Lessor under any Schedule; and DIR and each Lessee leasing Hardware under the MOLA understand and agree that Lessor's assigns may each do the same (hereunder collectively "Assignment"). All such Assignments shall be subject to each Lessee's rights under the Schedule(s) executed between it and Lessor and to DIR's rights under the MOLA. Each Lessee leasing Assets through Schedules under this MOLA and DIR hereby consent to such Assignments and agree to execute and deliver promptly such acknowledgements, Opinions of Counsel and other instruments reasonably requested to effect such Assignment. Lessor shall remain liable for performance under the MOLA and any Schedule(s) executed hereunder to the extent Lessor's assigns do not perform Lessor's obligations under the MOLA and Schedule(s) executed hereunder. Upon any such Assignment, all references to Lessor shall also include all such assigns, whether specific reference thereto is otherwise made herein.
- (b) Lessee will not sell, assign, sublet, pledge or otherwise encumber, or permit a lien to exist on or against any interest in this MOLA or the Assets without Lessor's prior written consent except otherwise permitted under this MOLA; provided, however, that no such prior written

consent from Lessor is necessary in the event of a legislative mandate to transfer the MOLA to another state agency.

27. Delivery of Related Documents.

For each Schedule, Lessee will provide the following documents and information satisfactory to Lessor: (a) Certificate of Acceptance (if Acceptance has taken place); (b) Opinion of Counsel; (c) Financial Statements; (d) incumbency certificate; and (e) other documents specified in the applicable Schedule as being reasonably required by Lessor.

28. Miscellaneous.

- (a) Prior to delivery of any Assets, the obligations of Lessor hereunder shall be suspended to the extent that it is hindered or prevented from performing because of causes beyond its control. In such event, the obligation of Lessee to commence Rents for such Assets shall also be suspended.
- (b) Lessor and Lessee acknowledge that there are no agreements or understanding, written or oral, between them with respect to the Assets, other than as set forth in this MOLA, including the Contract, and in each Schedule to which Lessee is a signatory party. Lessor and Lessee further acknowledge that this MOLA, including the Contract, and each Schedule to which Lessee is a party contain the entire agreement between Lessor and Lessee and supersedes all previous discussions and terms and conditions of any purchase orders issued by Lessee, order acknowledgement and other forms issued by Lessor, and the like. Lessor and Lessee acknowledge that there are no agreements or understandings, written or oral, between them other than as set forth in this MOLA and the Contract and that both contain the entire agreement between them. The terms and conditions of this MOLA may be amended only by written instrument executed by Lessor and Lessee. The terms of a Schedule may only be amended in a writing signed by both Lessee and Lessor.

**Attachment 1 to the Master Operating Lease Agreement
Financial Disclosure Summary**

| Lease Rate Factor(s): | Response | Notes |
|--|--|--------------|
| Equipment Type A | | |
| Equipment Type B | | |
| Equipment Type C | | |
| How is Daily Rental calculated? | | |
| Is Daily Rental invoiced separately or rolled into monthly rental? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| Is this a Step Lease? | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Does this lease include software? | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| If yes, who owns the software? | <input type="checkbox"/> Agency <input type="checkbox"/> Lessor | |
| Personal Property Tax | Response | Notes |
| Estimated PPT | | |
| PPT Payment made by | <input type="checkbox"/> Agency <input type="checkbox"/> Lessor on Agency behalf | |
| PPT calculation method | <input type="checkbox"/> Agency pays direct <input type="checkbox"/> Lessor pays and passes invoice through <input type="checkbox"/> Lessor estimates and includes <input type="checkbox"/> Lessor sets PPT at disclosed rate | |
| If PPT rate changes, how are charge backs or short falls handled? | <input type="checkbox"/> N/A - Agency pays direct <input type="checkbox"/> N/A - Lessor pays/passes invoice through <input type="checkbox"/> Lessor is responsible <input type="checkbox"/> Lessee is invoiced for short fall | |
| Equipment Schedule Details | Response | Notes |
| Can Agency make decisions at asset level (extend, purchase, return)? | <input type="checkbox"/> Asset level <input type="checkbox"/> All and not less than all | |
| Does this ES auto extend? | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| If Yes, how long? | | |
| What is the cost of the Auto extension? | | |
| What is the notice period? | | |
| Are negotiated extensions FMV based? | <input type="checkbox"/> Yes <input type="checkbox"/> No | |

| | | |
|---|--|--------------|
| On FMV, can Agency select own evaluator? | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Is asset and lease information available online? | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| End of Lease Details | Response | Notes |
| Where are the assets returned to? | | |
| What is the return freight cost? | | |
| Who pays the return freight cost? | <input type="checkbox"/> Agency <input type="checkbox"/> Lessor | |
| Do I need to return original packaging? | <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what is the cost if not returned? | |
| Do I need to return original manuals and documentation? | <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what is the cost if not returned? | |
| Do I need to return software? | <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what is the cost if not returned? | |
| Is there an FMV purchase cost cap? | <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what is the cost if not returned? | |
| What is the cost for a lost asset? | | |
| What is the cost for missing equipment? | | |
| What is the cost for data sanitization on assets with memory? | | |
| What is the cost for data sanitization? | | |
| What is the cost for on-site data destruction? | | |

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CSI Leasing, Inc.

URL [Vendor Website](#)
Vendor ID 17309824500
HUB Type Non HUB

DIR Contract Number DIR-SDD-1880
Contract Term End Date 7/2/2014
Contract Exp Date 7/2/2016

CSI Leasing, Inc.

Contact [Kris Stanley](#)
Phone (281) 933-9896
Fax

DIR

Contact [Phyllis Benitez](#)
Phone (512) 463-4854
Fax (512) 475-4759

How to Order

1. For product and pricing information, visit the [CSI Leasing, Inc.](#) website or contact [Kris Stanley](#) at (281) 933-9896. Reseller Vendors are also available through this Contract. Select from any Reseller Vendor contact listed below to also obtain product and pricing information.
2. Generate a purchase order, made payable to CSI Leasing, Inc. or any Reseller Vendor listed below. You must reference the DIR Contract Number **DIR-SDD-1880** on your purchase order.
3. E-mail or Fax your purchase order and quote form to your designated vendor or reseller sales representative.

Contract Overview

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Contract: **DIR-SDD-1880**

[Standard Terms and Conditions](#) PDF - 416 KB

This appendix contains the standard DIR Terms and Conditions for the contract as of the date identified. Any initial exceptions to these Terms will be contained in the original contract. All subsequent changes or updates to the Terms and Conditions will be reflected in contract amendments.

[HUB Subcontracting Plan \(HSP\)](#) PDF - 719 KB | Updated 10/09/2013

The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. The HSP identifies all authorized resellers and/or all subcontractors performing services.

[Pricing](#) PDF - 360 KB | Updated 06/07/2013

Pricing for available products and/or services under this contract are limited to those identified in the appendix.

[Electronic and Information Resources \(EIR\) Accessibility](#)

Information regarding Electronic and Information Resources (EIR) accessibility of this vendor's offerings is included in the contract. Agencies purchasing products or services are responsible for complying with Texas EIR Accessibility statute and rules, as defined in TGC 2054 Subchapter M, 1TAC 206, and 1 TAC 213. For additional information, visit the Vendor Website or contact the vendor directly.

Available Brands

There are no brands associated with this contract

Available Products & Services

Managed Services - Computers

Additional Contract Information

[Appendix D, Supplemental Agreement for Managed IT Services](#) (122 KB)

[Appendix E, Master Operating Lease Agreement](#) (460 KB)

[Appendix F, Master Lease Agreement](#) (302 KB)

[Amendment 1](#) (168 KB)

[No thanks, return to search](#)

Reseller Vendor Contacts

| Vendor Name | Vendor ID | HUB Type | Contact Name | Phone/Fax | Address |
|---|---------------|-------------|---------------------------------|--|---|
| 2FA | 1263586958400 | Non HUB | Laura Cuttill | Phone: (512) 918-3200 | 10713 N Fm 620, Suite 201 Austin, TX 78726 |
| Accuvant | 1810551954200 | Non HUB | Mark Griffith | Phone: (512) 263-8300 Fax: (303) 298-0868 | 1125 17th Street, Suite 1700 Denver, CO 80202 |
| Austin Ribbon & Computer Supplies, Inc. | 1742339797900 | Woman Owned | Ryan Grant | Phone: (512) 681-6244 Fax: 512-452-0691 | 9211 Waterford Centre Blvd, Suite 202 Austin, TX 78758 |
| CATAPULT SYSTEMS INC. | 1200547052 | Non HUB | Barbara Glover | Phone: (512) 225-6910 Fax: 512-328-0584 | 1221 South Mopac Expressway Three Barton Skyway, Suite 350 Austin, TX 78746 |
| Commsys Technology Corp. | 1841414404000 | Non HUB | Sanjeet Chauhan | Phone: (713) 263-1300 Fax: (713) 263-1333 | 12210 Bedford Street Houston, TE 77031 |

| Vendor Name | Vendor ID | HUB Type | Contact Name | Phone/Fax | Address |
|--|---------------|-----------------|---|--|---|
| CompuCom Systems, Inc. | 1382363156201 | Non HUB | Lary Barton | Phone: 713-212-0075 Fax: 972-856-1063 | 7171 Forest Lane Dallas, TX 75230 |
| Databank IMX LLC dba DB IMX LLC | 1251921937700 | Non HUB | William (Bill) Pfeiffer | Phone: (832) 553-5782 Fax: (713) 738-7421 | 2720 Reed Road, Suite 240 Houston, TE 77051 |
| Dell Marketing LP | 1742616805400 | Non HUB | Tracey Selberg | Phone: (512) 788-1653 Fax: 512-283-9092 | One Dell Way Round Rock, TX 78664 |
| eCapital Advisors LLC dba Texas eCapital Advisors, LLC | 1412012733800 | Non HUB | Bill Despain | Phone: (940) 300-6384 | 7900 Xerxes Avenue, #1300 Bloomington, MN 55431 |
| Environmental Intelligence LLC | 1270993664000 | Hispanic/Male | Frank Rosello | Phone: (469) 285-1054 Fax: (800) 880-8934 | 6508 Benchmark Drive Piano, TX 75023 |
| Ingram User Interface | 1264784542400 | Asian/Male | Scott Ingram | Phone: (888) 539-0992 Fax: 512-857-9104 | P.o. Box 130261 Houston, TX 77219 |
| Insight Public Sector, Inc. | 1363949000500 | Non HUB | Cathl Whelan | Phone: 800-321-2437 x6849 Fax: (480) 760-6128 | 444 Scott Drive Bloomington, IL 60108 |
| JSK Company, Inc. dba IK Electric Company, Inc. | 1710725891900 | Non HUB | Chris Gonzalez | Phone: (512) 914-7376 | 214 Dr. Martin Luther King Drive Little Rock, AR 72201 |
| Neos Consulting Group, LLC | 1562314260900 | Woman Owned | Richard Carter | Phone: 512-799-2360 Fax: (512) 233-5200 | 691S Gentle Oak Austin, TX 78749 |
| Netsync Network Solutions | 1320030329800 | Hispanic/Female | Cory Hopf | Phone: (713) 218-5000 Fax: 713-664-9964 | 5821 Southwest Freeway, Suite 300 Houston, TX 77057 |
| NL Systems, LLC dba Encryptics | 1274210195400 | Non HUB | Evan Luck | Phone: (972) 584-0987 Fax: (214) 618-3149 | 5566 West Main Street Frisco, TE 75033 |
| Premier Logitech, LLC | 1260520860700 | Black/Male | Darryl Smith | Phone: (972) 606-1234 Fax: (972) 606-1677 | 1100 Avenue T Grand Prairie, TE 75050 |
| SHI Government Solutions, Inc. | 1223695478500 | Asian/Male | Darron Gross | Phone: (800) 870-6079 Fax: 512-732-0232 | 1301 South Mopac Expressway Ste. 375 Austin, TX 78746 |
| SMS Systems Maintenance Services, Inc. | 1042779058800 | Non HUB | Nirol Hauck | Phone: (972) 977-4669 Fax: (469) 546-3637 | 2225 E. Beltline, Suite 210 Carrollton, TX 75006 |
| Summus Industries, Inc | 1760533392500 | Black/Male | Fabiola Garza | Phone: (281) 640-1765 ext. 102 Fax: (281) 640-1766 | 245 Commerce Green Blvd. Ste. 155 Sugarland, TX 77478 |
| Unity National Bank | 1760166540300 | Black/Male | Robert Lancaster | Phone: (281) 835-2408 | 1661 Texas Parkway Missouri City, TE 77489 |

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SMARTTRACK SCHEDULE NO. 1 dated as of January 17, 2014

LESSOR: **CSI LEASING, INC.**
LESSEE: **CITY OF ALLEN**
305 Century Parkway
Allen, Texas 75013

Lessor and Lessee agree that, except as modified or superseded by this SmartTrack Schedule, all of the terms and conditions of Rider 1 to Master Operating Lease Agreement between Lessor and Lessee, and the Master Operating Lease Agreement attached as Appendix E to DIR-SDD-1880 to the extent incorporated in Rider 1, are hereby incorporated herein and made a part hereof. Rider 1 and the Master Operating Lease Agreement are referred to herein as the "MOLA" or the "Master Lease" and are assigned a CSI Master Lease Reference No. 1880ALLEN.

1. **Schedule Term; Schedule Commencement Date:** The Schedule Term is 48 months, starting on May 1, 2014 and expiring on April 30, 2018. The Schedule Commencement Date is May 1, 2014.
2. **Assets Location:** To be provided by Lessee on installation.
3. **Assets:**

| DESCRIPTION (The Equipment must be new and current technology.) | MONTHLY LEASE RATE FACTOR PER UNIT |
|--|---------------------------------------|
| Notebook PCs and Tablets (excluding iPad 2s and Ruggedized PCs); | .0222 times Unit cost |
| Desktop PCs (with a cost less than \$1,000 per Unit); | |
| Monitors and All-In-One PCs; | |
| Mid-sized Servers/Workstations (with a cost greater than \$35,000 and less than \$75,000 per Unit) | |

4. **Quantities; Lessor's Purchase of Assets:**

a) This SmartTrack Schedule covers Assets (referred to individually as an Asset or a Unit) of the type(s) listed that are installed at Lessee's facilities between January 1, 2014 through May 1, 2014, inclusive. The Total Cost of the SmartTrack Schedule (Hardware, Software and other costs) is not to exceed \$250,000.00. If Lessee wants this SmartTrack Schedule to cover additional costs, Lessor, in its sole discretion, may pay such additional costs.

b) As Lessee determines the quantities of Assets it requires, Lessee shall have the applicable vendor send to Lessor invoices which will reference this SmartTrack Schedule and which will specify machine type(s), quantities, location(s), sales price, and serial number(s) of the Assets ordered by Lessee, or by Lessor at Lessee's request. Upon receipt of each properly prepared invoice, Lessor shall remit the sales price to the vendor. Lessor shall be entitled to rely upon the authority of any Lessee employee to approve purchases of Assets on behalf of Lessee unless and until such time as an officer of Lessee notifies Lessor to the contrary.

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c) Lessor is not liable for any failure or delay in delivery caused by the manufacturer, vendor or any other party or condition not within Lessor's control. Lessee agrees that if any Assets have not been delivered and accepted by Lessee before May 1, 2014, Lessor shall have no obligation to lease those Assets to Lessee and Lessee shall assume any purchase obligations for such units from the applicable vendor, or if Lessor has paid for such Assets, purchase such Assets from Lessor within five (5) days after Lessor's request to do so, for a price equal to Lessor's cost of such Assets plus any applicable sales tax on such sale, along with all accrued but unpaid Daily Rental, defined below, thereon.

5. **Software and Other Costs:** In consideration of Lessee's entering into this SmartTrack Schedule, Lessor shall pay fees on Lessee's behalf for various operating and/or application Software so that Lessee may use such Software in connection with the Assets. Lessor may also pay other costs related to the Assets, on Lessee's behalf. Lessee shall reimburse Lessor for such costs by making a monthly payment to Lessor equal to .023 (the "Soft Cost Factor") times the cost of the applicable Software fee or other costs, which monthly payment amount will be assigned to Assets and treated as additional rental for the lease of such Assets. The total amount of Software and other costs will not exceed 30% of the Total Cost of the SmartTrack Schedule, without Lessor's prior written consent. Because Lessor makes payments as invoices are received throughout the installation period, the percent of Software and other costs to the Total Cost of the SmartTrack Schedule is generally not known until the final reconciliation of the SmartTrack Schedule. If Lessor determines that the total amount of Software and other costs exceed 30% of the Total Cost of the SmartTrack Schedule, Lessor shall have the option to exclude the excess Software and other costs from this SmartTrack Schedule and Lessee agrees to reimburse Lessor for such amounts.

6. **Rent Payments; Daily Rental:**

a) Lessee shall pay Rent Payments monthly ("Monthly Rental") in advance, with the first payment due May 1, 2014, and the remaining payments due on the first day of each month thereafter. Monthly Rental per Unit will equal the "Monthly Lease Rate Factor" for that Asset, multiplied by the Asset's cost, plus any additional rental for soft costs as set forth in paragraph 5 above.

b) Lessee shall pay to Lessor Daily Rental equal to 1/30th of the Monthly Rental, for each Asset for each day from, and including, the date the Asset is accepted by Lessee for lease (the "Acceptance Date"), through but not including, May 1, 2014. Daily Rental will be payable over the term of the Lease, instead of in a lump sum, and will be calculated as follows. The "lump sum" Daily Rental will be calculated on May 1, 2014, or as soon thereafter as is reasonably practicable. The Soft Cost Factor (defined in paragraph 5 above) will be multiplied by the "lump sum" Daily Rental and the result will be the monthly payment for Daily Rental. The resulting monthly payment amount shall then be assigned to Assets and will be treated as additional rental for the lease of the Assets.

7. **Interest Rate Contingency:** The Lease Rate and Soft Cost Factors (the "Rate Factors") specified in this SmartTrack Schedule are based upon the yield to maturity of U.S. Treasury notes maturing in April 2018 (the "Treasury Yield"); the Treasury Yield is currently 1.43%. Lessor intends to obtain a fixed-rate, non-recourse loan, using only the Assets and the SmartTrack Schedule as collateral (the "Loan"). If, at the time the Loan is closed, the then current Treasury Yield exceeds 1.43%, then the Rate Factors shall be increased by .0001 for each 25 basis points by which the then current Treasury Yield exceeds the current Treasury Yield of 1.43%. The Rate Factors will be increased only until the then current Treasury Yield exceeds the current Treasury Yield by 300 basis points. Any increases in the Treasury Yield in excess of 300 basis points will have no further effect on the

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Rate Factors. Increases of the Treasury Yield by increments of less than 25 basis points will have no effect on the Rate Factors.

8. **Certificate of Acceptance:** On May 1, 2014, or as soon thereafter as is reasonably practicable, Lessee shall execute a Certificate of Acceptance for all installed Assets, which Certificate verifies the actual quantities of machines; and the Monthly Rental per Unit and the total Monthly Rental for the SmartTrack Schedule, both of which will be expressed as dollar amounts.

9. **Stipulated Loss Value:** The Stipulated Loss Value of the Assets will equal a percentage, as set forth in the table below, of the Base Value of the Assets. If there is a loss of less than all of the Assets listed on the SmartTrack Schedule, the Stipulated Loss Value shall be allocated to the Units lost in the same proportion as the Monthly Rental per Unit for the lost Units bears to the Monthly Rental for all Units listed on the SmartTrack Schedule.

Because the actual quantity of Assets is unknown, a dollar amount Base Value is currently unknown. However, the parties agree that a specific dollar amount Base Value will be set forth in the Certificate of Acceptance referred to above. If a Unit is lost prior to the time the Certificate of Acceptance is prepared, the Base Value will equal the cost of the Unit, plus any associated soft costs.

| MONTHLY PAYMENTS MADE | STIPULATED LOSS VALUE (PERCENT OF BASE VALUE) | MONTHLY PAYMENTS MADE | STIPULATED LOSS VALUE (PERCENT OF BASE VALUE) | MONTHLY PAYMENTS MADE | STIPULATED LOSS VALUE (PERCENT OF BASE VALUE) |
|-----------------------------|---|-----------------------------|---|-----------------------------|---|
| 0 | 110.0% | 17 | 77.0 | 33 | 48.5 |
| 1 | 108.1 | 18 | 75.1 | 34 | 46.9 |
| 2 | 106.1 | 19 | 73.2 | 35 | 45.3 |
| 3 | 104.2 | 20 | 71.4 | 36 | 43.7 |
| 4 | 102.2 | 21 | 69.5 | 37 | 42.1 |
| 5 | 100.3 | 22 | 67.7 | 38 | 40.6 |
| 6 | 98.3 | 23 | 65.8 | 39 | 39.1 |
| 7 | 96.3 | 24 | 64.0 | 40 | 37.7 |
| 8 | 94.4 | 25 | 62.2 | 41 | 36.2 |
| 9 | 92.4 | 26 | 60.4 | 42 | 34.8 |
| 10 | 90.5 | 27 | 58.7 | 43 | 33.4 |
| 11 | 88.6 | 28 | 56.9 | 44 | 32.1 |
| 12 | 86.6 | 29 | 55.2 | 45 | 30.7 |
| 13 | 84.7 | 30 | 53.5 | 46 | 29.5 |
| 14 | 82.8 | 31 | 51.8 | 47 | 28.2 |
| 15 | 80.8 | 32 | 50.1 | 48 and thereafter | 27.0 |
| 16 | 78.9 | | | | |

10. **Serial Number Substitution:**

a) Lessee may replace any Unit with an identical or improved specification machine (a "Substitute Unit") as a result of a warranty replacement or other mechanical defect, or a casualty loss situation. Lessee must notify Lessor of the replacement serial number and configuration of the Substitute Unit.

b) In addition to the circumstances set forth in (a) above, upon expiration of the Schedule Term, (i) provided no event has occurred that, with or without notice or the passage of time or both, would constitute an Event of Default, and (ii) in consideration of Lessee's performance of all of its obligations under the Lease, Lessee may choose to return desktop PC, laptop PC, or PC monitor units with serial numbers other than those listed in the Certificate of Acceptance only upon the following conditions: the Substitute Units must be (1) of an

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identical or improved configuration as the units being replaced, (2) in the condition required by section 15(b) of the Master Lease Agreement, and (3) owned by Lessee. Lessee must give Lessor written notice of the serial numbers of the Substitute Units along with a detailed list of which serial numbers they are replacing prior to their return to Lessor or else Lessor may decline to accept Substitute Units. Lessee hereby represents and warrants to Lessor that, upon delivery of any Substitute Units to Lessor, Lessee will be the absolute owner of the Substitute Units; the Substitute Units will be free and clear of all liens, charges and encumbrances; and Lessee will have full right, power and authority to transfer to Lessor title to the Substitute Units.

11. **Essential Use:** Pursuant to Section 20(f) of the MOLA, Lessee certifies that the use of the Assets is essential to Lessee's proper, efficient and economic operation. The Equipment will be used by Lessee for the purpose of performing one or more of Lessee's governmental functions consistent with the permissible scope of Lessee's authority and not in any trade or business carried on by any person other than Lessee.

12. **Opinion of Counsel:** Lessor's performance hereunder is conditioned on receipt of an opinion of counsel for Lessee in a form and substance acceptable to Lessor.

13. **Technological Upgrade:** If Lessee is not in default under the Lease at such time as Lessee desires to upgrade the Assets, Lessee may notify Lessor of its desire to upgrade the Assets with technologically more advanced equipment ("Upgrade Equipment"). In the event Lessor receives such notice, it agrees to negotiate in good faith to enter into a new lease or leases for the Upgrade Equipment upon mutually agreeable terms and conditions, and to terminate the rental obligations of the Assets upon the Commencement Date of the lease or leases for the Upgrade Equipment, provided that the termination of rental obligations shall not be effective unless the Secured Party and Assignee, if any, gives its written consent thereto. Lessee understands, however, that a breach by Lessor under this paragraph shall in no way release the Lessee from or affect the Lessee's obligations to continue making rental payments to any Secured Party or Assignee.

14. **Personal Property Tax:** Lessor shall pay the personal property taxes assessed for the Assets under each Lease, in a total amount for the entire Schedule Term including any extension thereof, not to exceed 5% of Lessor's total acquisition cost for the Assets (hardware costs only) under the applicable Lease. Lessee shall be responsible for payment of all amounts due in excess of Lessor's payment amount. (For example, if the total acquisition cost for the hardware on a Lease is \$100,000.00, Lessor's liability for personal property tax during the entire Schedule Term and any extension thereof will not exceed \$5,000.00, and Lessee will reimburse Lessor for any amount in excess of \$5,000.00).

15. **Purchase Option:** Provided Lessee is not then in default under the Lease, Lessee may, on the last day of the Schedule Term, upon no less than 45 days prior written notice to Lessor, purchase the Assets at its then current fair market value. In the event that Lessee and Lessor cannot agree on fair market value, then fair market value shall equal the average of three appraisals obtained from three members of the Association of Service and Computer Dealers International, the first member to be chosen by Lessor, the second member to be chosen by Lessee, and the third member to be chosen by the first two members. Lessee may not unilaterally revoke its exercise of this option. If Lessee fails to exercise this option, then the provisions of section 15 of the Master Lease control.

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16. **Extension Option:** Provided Lessee is not then in default under the Lease, Lessee may, on the last day of the Schedule Term, upon no less than forty-five (45) days prior written notice to Lessor, extend the Lease at the then current fair market rental rate. In the event that Lessee and Lessor cannot agree on fair market value, then fair market value shall equal the average of three appraisals obtained from three members of the Association of Service and Computer Dealers International, the first member to be chosen by Lessor, the second member to be chosen by Lessee, and the third member to be chosen by the first two members. Lessee may not unilaterally revoke its exercise of this option. If Lessee fails to exercise this option, then the provisions of section 1 above control.

17. **Credit Approval:** Lessor's performance of its obligations under this Lease is conditioned upon Lessor's final credit approval.

18. **Financing Statement:** A photocopy of this SmartTrack Schedule, and any exhibits or addenda hereto, may be filed as a precautionary Uniform Commercial Code Financing Statement to evidence Lessor's interest in the Assets.

AT LESSOR'S OPTION, THIS SMARTTRACK SCHEDULE SHALL NOT BE EFFECTIVE UNLESS SIGNED BY LESSEE AND RETURNED TO LESSOR ON OR BEFORE **JANUARY 24, 2014**.

CSI LEASING, INC.

Signature:

Lorraine S. Cherrick

Printed Name:

LORRAINE S. CHERRICK
EXECUTIVE VICE PRESIDENT
& GENERAL COUNSEL

Title:

Date:

FEB 05 2014

JOW/HOUS

CITY OF ALLEN

Signature:

Peter H. Vargas

Printed Name:

Peter H. Vargas
City Manager

Title:

Date:

1/31/14

ESSENTIAL USE/SOURCE OF FUNDS LETTER

RE: SmartTrack Schedule Number 1 to CSI Master Lease Reference No. 1880ALLEN, (collectively, hereinafter the "Lease") by and between CSI LEASING, INC. ("Lessor") and CITY OF ALLEN ("Lessee")

Ladies and Gentlemen:

This letter confirms and affirms that the Equipment described in the Lease is essential to the function of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all such Equipment, which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, such Equipment was selected by us to be used as follows (please include any specific department that may be its primary user): _____

Basic Desktop Usage

Is the equipment replacement, upgrade, additional or new to the department? Both

If replacement, how old is the existing equipment? 4 years

The estimated useful life of such Equipment based upon manufacturer's representations and our projected needs is 4 years.

Our source of funds for payments of the rent due under the Lease for the current fiscal year is General Fund

We expect and anticipate adequate funds to be available for all future payments of rent due after the current fiscal year for the following reasons: It is built into our base budget

Have you or do you intend to issue more than \$10 million in tax-exempt debt during the current year? No.

Are you self insured [Yes/No] Yes. If "Yes" please provide details of your self-insurance program including a copy of the authorizing statute.

LESSEE: CITY OF ALLEN

By: X _____

Name: Peter H. VARRAS

Title: City Manager

Date: 1/31/14

FEIN: 1756004912-8



CERTIFICATE OF INCUMBENCY

The Undersigned, a duly elected and acting Y. Linette Magana, Sr. Admin. Asst. of CITY OF ALLEN, a Texas municipality (the "Municipality") certifies as follows:

- A. The following listed persons are duly elected and acting officers of the Municipality (the "Officers") in the capacity set forth opposite their respective names below and the facsimile signatures are true and correct as of the date hereof;
- B. The Officers are duly authorized, on behalf of the Municipality, to negotiate, execute and deliver the Rider 1 to Master Operating Lease Agreement, CSI Master Lease Reference No. 1880ALLEN, the Equipment Schedule(s) and other documents relating thereto (collectively, the "Leases") by and between the Municipality and CSI Leasing, Inc.; and these Leases are binding and authorized Leases of the Municipality, enforceable in all respects in accordance with their terms.

| NAME OF OFFICER | TITLE | SIGNATURE |
|-------------------------|----------------------|--------------------|
| <u>Peter H. Vargas</u> | <u>City Manager</u> | <u>[Signature]</u> |
| <u>Sidney E. Hudson</u> | <u>I.T. Director</u> | <u>[Signature]</u> |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

WITNESS MY HAND this 3rd day of
February, 20 14.



[Signature]
Secretary

NOTE: The Secretary or Assistant Secretary signing this Certificate should not be listed as an Officer above.

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE:

October 27, 2015

SUBJECT:

Authorize the City Manager to Purchase Twenty-One (21) Vehicles for Various Departments from Silsbee Ford, Southwest and Freedom Fleet through the H-GAC and Buyboard Cooperative Purchasing Agreements for a Total Amount Not to Exceed \$768,839.40.

STAFF RESOURCE:

Debra Morris, Purchasing Manager
Eric Cannon, Chief Financial Officer

ACTION PROPOSED:

Authorize the City Manager to Purchase Twenty-One (21) Vehicles for Various Departments from Silsbee Ford, Southwest and Freedom Fleet through the H-GAC and Buyboard Cooperative Purchasing Agreements for a Total Amount Not to Exceed \$768,839.40.

BACKGROUND

The Vehicle and Equipment Replacement Fund Committee recommended the purchase of fifteen (15) vehicles to replace existing vehicles that have reached the end of their service life. This purchase includes six (6) vehicles funded through the departmental operating budgets. All items are included in the approved Fiscal Year 2015-2016 budget. The attached summary shows the details regarding the type of vehicles included in this purchase.

BUDGETARY IMPACT

Funding for these purchases has been budgeted in the Fiscal Year 2015-2016 Vehicle Replacement Fund, the Solid Waste, Drainage, Water and Sewer, Information Technology, Parks and Recreation and the Hotel Occupancy Tax Fund.

STAFF RECOMMENDATION

Staff recommends authorizing the City Manager to purchase twenty-one (21) vehicle replacements for various departments from Silsbee Ford, Southwest and Freedom Fleet through the H-GAC and Buyboard Cooperative Purchasing Agreements for a total amount not to

exceed \$768,839.40.

MOTION

I make a motion to authorize the City Manager to purchase twenty-one (21) vehicles for various departments from Silsbee Ford, Southwest and Freedom Fleet through the H-GAC and Buyboard Cooperative Purchasing Agreements for a total amount not to exceed \$768,839.40.

ATTACHMENT

Summary of Vehicle Replacement/Purchases

FY 2016 REPLACEMENT VEHICLE PURCHASES



| Department | FY16 Vehicle Description | Qty | Vendor/Contract | Total |
|-------------------------------|--|------------|--------------------------|---------------------|
| Community Development | | 4 | | \$83,220.00 |
| | 1/2 Ton F150 Truck Reg Cab | 4 | Silsbee Ford/BuyBoard | \$83,220.00 |
| | | | | |
| Engineering | | 2 | | \$42,864.00 |
| | 1/2 Ton F150 Truck Super Cab | 2 | Silsbee Ford/BuyBoard | \$42,864.00 |
| | | | | |
| IT | | 1 | | \$19,628.50 |
| | Ford Escape | 1 | Silsbee Ford/BuyBoard | \$19,628.50 |
| | | | | |
| Parks and Recreation | | 4 | | \$109,174.30 |
| | Dodge Caravan | 1 | Freedom Fleet Sales/HGAC | \$21,942.00 |
| | 1/2 Ton F150 Truck Super Cab | 1 | Silsbee Ford/Buyboard | \$21,837.00 |
| | 3/4 Ton F550 Truck Super Cab | 1 | Silsbee Ford/Buyboard | \$43,558.30 |
| | 1/2 Ton F150 Truck Super Cab | 1 | Silsbee Ford/Buyboard | \$21,837.00 |
| | | | | |
| Fire | | 1 | | \$26,154.30 |
| | Ford Explorer | 1 | Silsbee Ford/Buyboard | \$26,154.30 |
| | | | | |
| WATER & SEWER FUND | | 5.5 | | \$231,007.23 |
| | 6 Yard International Dump Truck | 1 | Southwest Intl/BuyBoard | \$78,538.82 |
| | 1/2 Ton F150 Truck Regular Cab | 1 | Silsbee Ford/BuyBoard | \$20,805.00 |
| | 1/2 Ton F150 Truck Ext Cab | 2 | Silsbee Ford/BuyBoard | \$42,864.00 |
| | 1/2 Ton F150 Truck Ext Cab | 1 | Silsbee Ford/BuyBoard | \$21,432.00 |
| | 10 Yd Concrete Mixer Truck- (Total cost \$134,734.82; split with Drainage) | 0.5 | Southwest Intl/BuyBoard | \$67,367.41 |
| | 3/4 Ton F250 Truck Super Cab | 1 | Silsbee Ford/BuyBoard | \$22,964.72 |

FY 2016 REPLACEMENT VEHICLE PURCHASES



| Department | FY16 Vehicle Description | Qty | Vendor/Contract | Total |
|---------------------------------|--|-----------|-------------------------|---------------------|
| WATER & SEWER FUND | 10 Yd Concrete Mixer Truck (Total cost = \$134,734.82; split with Water/Sewer) | 0.5 | Southwest Intl/BuyBoard | \$67,367.41 |
| | | | | |
| HOTEL OCCUPANCY TAX FUND | | 1 | | \$26,019.00 |
| | Ford Explorer | 1 | Silsbee Ford/BuyBoard | \$26,019.00 |
| TOTAL | \$768,839.40 | 21 | | \$768,839.40 |
| | | | | |
| Vehicle Replacements | | | | |
| Freedom Fleet Sales/HGAC | \$21,942.00 | 1 | | |
| Silsbee Ford/Buyboard | \$393,183.82 | 17 | | |
| Southwest Intl/ Buyboard | \$353,713.58 | 3 | | |
| Total Vehicle Purchase | \$768,839.40 | 21 | | |

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE:

October 27, 2015

SUBJECT:

Authorize the City Manager to Purchase Replacement Equipment for Various Departments from Landmark Equipment, Professional Turf Products, Blueline Construction, Physio Control, Inc. and Deere & Company through H-GAC and Buyboard Cooperative Purchasing Agreements and a Sole Source Agreement for a total amount not to exceed \$762,733.23.

STAFF RESOURCE:

Debra Morris, Purchasing Manager
Eric Cannon, Chief Financial Officer

ACTION PROPOSED:

Authorize the City Manager to Purchase Replacement Equipment for Various Departments from Landmark Equipment, Professional Turf Products, Blueline Construction, Physio Control, Inc. and Deere & Company through H-GAC and Buyboard Cooperative Purchasing Agreements and a Sole Source Agreement for a total amount not to exceed \$762,733.23.

BACKGROUND

The Vehicle and Equipment Replacement Fund Committee recommended the purchase of various equipment that has reached the end of their service life. This purchase will include twelve (12) Lifepak Cardiac Monitors for the Fire Department, one (1) New Holland Loader/Backhoe for Drainage, two (2) Doosan Generators for Water and Sewer, one (1) Toro Sand Pro, one (1) Rahn Groomer, one (1) John Deere Gator, one (1) Toro Reel Mower, one (1) Toro Reelmaster, one (1) Toro Turf Versa Vac for use by the Parks and Recreation Department. The attached summary shows the details regarding the equipment included in this purchase.

BUDGETARY IMPACT

Funding for these purchases has been budgeted in the Fiscal Year 2015-2016 Replacement Fund, Water and Sewer and the Parks and Recreation Operating Funds.

STAFF RECOMMENDATION

Staff recommends the City Council authorize the City Manager to purchase replacement equipment for various departments from Landmark Equipment, Professional Turf Products, Blueline Construction, Physio Control, Inc. and Deere & Company through H-GAC and Buyboard Cooperative Purchasing Agreements and a Sole Source Agreement for a total amount not to exceed \$762,733.23.

MOTION

I make a motion to authorize the City Manager to purchase replacement equipment for various departments from Landmark Equipment, Professional Turf Products, Blueline Construction, Physio Control, Inc. and Deere & Company through H-GAC and Buyboard Cooperative Purchasing Agreements and a Sole Source Agreement for a total amount not to exceed \$762,733.23.

ATTACHMENT

Summary of Equipment Purchases

FY 2016 EQUIPMENT PURCHASES



| Department | FY16 Equipment | Qty | Vendor/Contract | Total |
|---------------------------------|------------------------------------|-----------|---|---------------------|
| Drainage | New Holland 4x4 Ext Loader/Backhoe | 1 | Landmark Equip/BuyBoard | \$111,833.00 |
| Water & Sewer | Doosan IR Generator | 2 | Blueline Construction Equip & Services /HGACBuy | \$68,936.00 |
| Parks and Recreation | Toro Sand Pro 3040 | 1 | Professional Turf Products / BuyBoard | \$18,058.63 |
| | Rahn Groomer | 1 | Professional Turf Products / BuyBoard | \$3,182.40 |
| | John Deere Gator 6X4 Diesel | 1 | Deere & Company / BuyBoard | \$19,893.92 |
| | Toro Pull Behind 7 Gang Reel Mower | 1 | Professional Turf Products / BuyBoard | \$38,227.09 |
| | Toro Reelmaster 5510 | 1 | Professional Turf Products / BuyBoard | \$55,462.45 |
| | Toro Turf Versa Vac | 1 | Professional Turf Products / BuyBoard | \$26,237.26 |
| Fire | Lifepak Cardiac Monitors | 12 | Physio-Control/Sole Source | \$420,902.48 |
| Total Equipment Purchase | \$762,733.23 | 21 | | \$762,733.23 |
| Physio-Control/Sole Source | \$420,902.48 | 12 | | |
| Landmark Equip/BuyBoard | \$111,833.00 | 1 | | |
| Prof. Turf Products/BuyBoard | \$141,167.83 | 5 | | |
| Blueline Const Equip/HGAC | \$68,936.00 | 2 | | |
| Deere & Co/BuyBoard | \$19,893.92 | 1 | | |
| Total Equipment Purchase | \$762,733.23 | 21 | | |

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE:

October 27, 2015

SUBJECT:

Authorize the City Manager to Execute a Facilities Agreement Between the City of Allen and Wretched Land, L.P., as it relates to the Montgomery Ridge Planned District Development West of US Highway 75 and South of Bethany Drive, for the Purpose of Setting Forth Obligations Regarding the Design and Construction of Public Recreational Trails Along Watters Branch and Park Land and Open Space on the Property.

STAFF RESOURCE:

Tim Dentler, Director of Parks and Recreation
E. Brian Bristow, Assistant Director of Parks and Recreation

PREVIOUS COUNCIL ACTION:

The City Council Adopted a resolution authorizing the City Manager to apply for, accept, reject, alter or terminate a grant through Collin County Parks and Open Space Funding Assistance Program for the Design of Watters Branch Hike & Bike Trail at their June 23, 2015 meeting.

ACTION PROPOSED:

Authorize the City Manager to Execute a Facilities Agreement Between the City of Allen and Wretched Land, L.P., as it relates to the Montgomery Ridge Planned District Development Regarding the Design and Construction of Public Recreational Trails Along Watters Branch and Park Land and Open Space on the Property.

BACKGROUND

In the Spring of 2015, Collin County Parks and Open Space called for funding assistance proposals from cities and non-profit organizations for park and open space projects. Staff met to prioritize project ideas, and determined that the Montgomery Ridge / Watters Branch Trail would be the priority to meet the alternative transportation and recreational needs of Allen's and Collin County's rapidly expanding population.

Subsequently, staff were approached by representatives of Wretched Land, L.P., the Owner of the Montgomery Ridge development to inquire about obtaining funding assistance from the

City, and Collin County through its Parks and Open Space Funding Assistance Program.

Staff and Wretched Land, L.P. prepared mutually acceptable terms that would define each party's responsibilities in relationship to each other and to Collin County:

Wretched Land, L.P.

1. Design and construct trails as identified in the facilities agreement
2. Convey title to the trails to the City of Allen
3. Dedicate easements to the trails to the City at the time of final plat submission
4. Execute and deliver any warranties and bonds required by the City of Allen
5. Pay for the design and construction of trail corresponding to each development block (Note: If trail expenses exceed the fees due for any block, the City shall reimburse Wretched Land the overage; if trail expenses fall short of the fees due for any block, Wretched Land shall pay the difference to the City).

City of Allen

1. Defer collection of Park Dedication Fees as stipulated in the facilities agreement
2. Review and approve trail design, costs prior to construction
3. Review trail construction for compliance with governing standards

BUDGETARY IMPACT

Funding for satisfying any City of Allen portion of trail construction is included in the Community Development Corporation Trail Development funds approved for calendar year 2016.

STAFF RECOMMENDATION

City staff recommends that the City Council authorize the City Manager to Execute a Facilities Agreement Between the City of Allen and Wretched Land, L.P., as it relates to the Montgomery Ridge Planned District Development Regarding the Design and Construction of Public Recreational Trails Along Watters Branch and Park Land and Open Space on the Property.

MOTION

I Make a Motion to Authorize the City Manager to Execute a Facilities Agreement Between the City of Allen and Wretched Land, L.P., as it relates to the Montgomery Ridge Planned District Development Regarding the Design and Construction of Public Recreational Trails Along Watters Branch and Park Land and Open Space on the Property.

ATTACHMENT

Facilities Agreement

STATE OF TEXAS § **Facilities Agreement**
 § **With Wretched Land L.P. for Montgomery Ridge Trails**
COUNTY OF COLLIN §

This Facilities Agreement (“Agreement”) is made by and between the City of Allen, Texas (the “City”) and Wretched Land L.P., a Texas limited partnership (the “Owner”) (each a “Party” or collectively referred to as the “Parties”), acting by and through their duly authorized representatives.

RECITALS:

WHEREAS, Owner is the owner of a certain parcel of real property known as Montgomery Ridge described in **Exhibit “A”** (the “Property”); and

WHEREAS, Owner proposes to develop the Property in general conformance with the Planned Development District Concept Plan attached hereto as **Exhibit “B”** (the “Concept Plan”); and

WHEREAS, the development of the Property in accordance with the Concept Plan will be undertaken in separate phases for each block identified on the Concept Plan; and

WHEREAS, Section 4.08.17.5 of the Allen Land Development Code requires the owner of property to dedicate open space in planned development districts; and

WHEREAS, Article X of the Allen Land Development Code requires the owner of property to dedicate park land, or park fees, or a combination of fees and land for residential development; and

WHEREAS, the Parties desire to enter into this Agreement to provide a credit for Park Fees (hereinafter defined) required for development on the Property provided Owner designs and constructs, or causes to be designed and constructed, the Trails (hereinafter defined) as set forth herein and dedicates or conveys the Easements (hereinafter defined) for the Trails without cost to the City as set forth herein;

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I

Definitions

“ALDC” shall mean the Allen Land Development Code, as amended.

“Approved Costs” shall mean the total of the Hard Costs and Soft Costs, as verified by the City (such verification not to be unreasonably denied or delayed) for the design and construction of the Trails.

“Block” shall mean areas of the Property designated respectively as “Block C”, “Block D”, or “Block E” on the Block Plan attached hereto as **Exhibit “D”** (the “Block Plan”).

“City” shall mean the City of Allen, Texas.

“Completion of Construction” shall mean that (i) the construction of the Trails or one or more of the Trail Segments have been substantially completed; and (ii) the City has inspected the Trails and issued a written acceptance of the Trails.

“Credit” shall mean a credit against the collection of the Park Fees assessed against the Property equal to the Approved Costs.

“Easements” shall mean one or more easements dedicated to the City on, over, and across the Property necessary for the construction, operation, repair, replacement, maintenance, and use of the Trails, in a form reasonably approved by the City.

“Effective Date” shall mean the last date of execution of this Agreement.

“Expiration Date” shall mean the date the Parties have fully satisfied their respective obligations under this Agreement.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action (unless caused by acts or omissions of such Party), fires, terrorism, explosions or floods, strikes, slowdowns or work stoppages, discovery and/or handling of hazardous material.

“Hard Costs” shall mean costs that are directly related to the act of constructing the Trails, such as materials, labor, freight and rental costs.

“Open Space” shall mean approximately 16 acres of land at the confluence of Rowlett Creek and Watters Branch to be dedicated and conveyed to the City by Owner or Owner’s successor in title to Block E at the time of final platting of Block E as designated on the Block Plan.

“Owner” shall mean Wretched Land, L.P., a Texas limited partnership.

“Parkland Dedication Fees” or “Park Fees” shall mean the fees assessed or to be assessed against the Property in lieu of dedication of land by Owner to the City for park purposes as required by Article X of the ALDC. The Parties agree that the total amount of Park Fees will be determined in accordance with the provisions of the ALDC in effect at the time of final site plan

approval for non-single family residential development or final plat approval for single family residential development, as the case may be.

“Property” shall mean the real property described in **Exhibit “A”**.

“Soft Costs” shall mean costs that are not associated with construction tasks and exclude construction labor and materials, including surveying, design and architect and engineering fees, builder’s risk insurance and permit fees. Delay in Start Up insurance coverage is not a Soft Cost, however, some soft costs may be incurred in the repair of a covered loss before the anticipated completion date is reached. These can be architect fees or engineering fees incurred to repair loss or damage to the insured property. Only those indirect costs that are above what would have been incurred up to the anticipated completion date but continue after such date due to the insured delay are Soft Costs. Soft Costs related to the use of a construction trailer, water delivery, book keepers, etc., even if continued on after the original anticipated completion date is reached, if the project is delayed. Only if a delay is caused by an insured loss would the costs associated with the delay be excluded from Soft Costs. Soft Costs are not exclusively related to physical construction. They also entail non-construction costs such as taxes, marketing expenses, interest payments, and finance charges.

“Substantially Complete” shall mean the point at which, as certified in writing by the contracting entity, a project is at the level of completion, in strict compliance with this agreement, where:

- (a) Necessary approval by public regulatory authorities has been given;
- (b) The City has received all required warranties and documentation; and
- (c) Owner and the City may enjoy beneficial use or occupancy and may use, operate, and maintain the project in all respects, for its intended purpose.

Partial use or occupancy shall not necessarily result in the project being deemed Substantially Complete and shall not be evidence of Substantial Completion without other indices of Substantial Completion.

“Trail Segment” shall mean any of those portions of the Trails identified as “Trail Segment 1”, “Trail Segment 2” or “Trail Segment 3” on the Trail Plan.

“Trails” shall mean one or more segments of hike and bike trails designated by the City as eligible for credit against the Park Fees as such hike and bike trails are generally located in **Exhibit “C”** (the “Trail Plan”).

Article II

Term

The term of this Agreement shall commence on the Effective Date and shall continue until the Expiration Date, unless sooner terminated as provided herein.

Article III Trails and Open Space

3.1 General.

- (a) Owner agrees to design and construct, or cause to be designed and constructed, the Trails in the approximate locations on the Property as shown on **Exhibit “C”**. Owner shall obtain, or cause to be obtained, any necessary permits and approvals required by the City and any other applicable governmental authorities for the construction of the Trails. Owner shall coordinate plan review and pre-design trail alignment review in the field with the Parks and Recreation Department prior to the design of the Trails.
- (b) Owner, or its successor in title to Block E, shall dedicate and convey to City the Open Space at the time of the final platting of Block E.

3.2 Construction. Owner shall, subject to events of Force Majeure cause construction of each segment of the Trails to occur as follows:

- (a) Trail Segment 1, as identified on the Trail Plan, shall be constructed at the same time that other infrastructure is constructed for Block C as shown on the Block Plan.
- (b) Trail Segment 2, as identified on the Trail Plan, shall be constructed at the same time that other infrastructure is constructed for Block D as shown on the Block Plan.
- (c) Trail Segment 3, as identified on the Trail Plan, shall be constructed at the same time that other infrastructure is constructed for Block E as shown on the Block Plan.
- (d) Upon Completion of Construction of the Trails, Owner shall provide to the City, or cause to be provided to the City, copies of bills, receipts, invoices, and such other information as the City may reasonably request to verify the actual costs of design and construction of the Trails. City shall not unreasonably deny or delay verification of the Approved Costs. Upon Completion of Construction and verification of the Approved Costs by the City, Owner shall: (i) convey or cause to be conveyed title to the Trails to the City by bill of sale in a form reasonably approved by the City; and (ii) execute or cause to be executed and delivered to the City an assignment of any warranties related to the Trails and any maintenance bond required by the ALDC.
- (e) Notwithstanding any language contained herein to the contrary, Owner shall only be responsible in an amount equal to the lesser of the design and actual costs of construction of the Trails in an amount not to exceed the Park Fees. In the event the estimated costs to complete a Trail Segment exceeds the Park Fees assessed

for a corresponding Block, the City shall pay the difference in cost not later than thirty (30) days after receipt of written demand by Owner, but in no case prior to Completion of Construction of the Trail Segment and the Trail Segment has been inspected and determined by the Texas Department of Licensing Regulation ("TDLR") or a TDLR- approved inspector to comply with all applicable provisions of the 2012 Texas Accessibility Standards . In the event the Approved Costs verified for a Trail Segment are less than the Park Fees for the corresponding Block outlined in Section 3.2, Owner shall pay the difference to the City not later than thirty (30) days after receipt of written demand by the City, but in no case prior to Completion of Construction of the Trail Segment and the Trail Segment has been inspected and determined by the Texas Department of Licensing Regulation ("TDLR") or a TDLR- approved inspector to comply with all applicable provisions of the 2012 Texas Accessibility Standards.

- (f) Construction on a Trail Segment shall not commence until the City (i) has reviewed and approved the plans and specifications for the Trail Segment, and (ii) approved the costs for construction of the Trail Segment obtained by Owner or its successors, which approvals shall not be unreasonably delayed or withheld. In the event the City fails to approve the costs of construction of the Trail Segment, the City may require Owner or its successors to engage in value engineering and design modifications in order to reduce the proposed constructions costs or otherwise provide sufficient documentation reasonably acceptable to the City supporting the reasonableness of the construction costs for the Trail Segment. The City shall have no obligation to pay for a Trail Segment for which construction commences without the City's prior approval of the plans and specifications or construction costs as provided in the paragraph (f).

3.3 Dedication of Trail Easements. Owner agrees, at time of final plat of each Block, or any portion thereof, to dedicate or cause to be dedicated to the City, at no cost to the City, easements measuring not less than twenty feet (20.0') wide along the alignment of the Trails. In the event Owner or its successors decides to proceed with construction of a Trail Segment within a Block prior to final plat of that Block or the portion of the Block where the Trail Segment will be location, Owner or its successors shall convey, or cause to be conveyed, by separate instrument in a form reasonably acceptable to the City an Easement not less than twenty feet (20.0') widea long the alignment of said Trail Segment.

3.4 Credit. The Parties agree that the Park Fees are due and owing to the City for each Block at the time of final plat approval (in the case of single family development) or site plan approval (in the case of other development) for such Block. Notwithstanding the foregoing, payment of the Park Fees are hereby deferred until (i) a Credit is applied against the Park Fee, or (ii) Owner is required to pay the Park Fee for failure to complete a corresponding Trail Segment as set forth herein. The City shall apply the Credit, if any, to the Park Fees for a Block upon the later of (i) City acceptance of the applicable Trail Segment; (ii) conveyance of title to the Trails to the City by bill of sale in a form reasonably approved by the City; and (iii) execution and delivery of the Easements to the City together with an assignment of any warranties related to the Trails and any maintenance bond required by the ALDC. In the event Owner or its successors

Item # 017 Attachment 1

fails to timely cause the Completion of Construction of a Trail Segment as set forth hereinabove, not later than thirty (30) days after receipt of written demand by City, Owner or its successors responsible for such Trail Segment agrees and covenants to pay to the City the corresponding Park Fees for the Block for which the Trail Segment has not been timely completed.

3.5 Compliance with Law. Owner and its Contractors shall comply with all local and state laws and regulations regarding the design and construction of the Trails.

3.6 Inspection. During and after construction, City's employees and agents shall have the right to access the Property and inspect the Trails to determine whether the construction of the Trails is in accordance with City standards, ordinances, and regulations.

Article IV Termination

4.1 This Agreement shall terminate on the Expiration Date, or may be terminated earlier upon any one of the following:

- (a) by written agreement of the Parties;
- (b) by notice from either Party in the event the other Party materially breaches any of the terms or conditions of this Agreement and such breach is not cured within sixty (60) days after written notice thereof; provided, however, neither Party may terminate this Agreement if the other Party is proceeding to cure such material breach, and, provided further, that failure to construct Trail Segments in accordance with Section 3.2 shall not constitute a breach if payment of Park Fees is timely made in accordance with Section 3.4.

Article V Miscellaneous

5.1 Successors and Assigns. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto, except for owners of individual platted lots within the Property. Other than an assignment to an affiliate of or related party to the Owner, this Agreement may not be assigned by the Owner without the prior written consent of the City Manager.

5.2 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received (i) three (3) days after deposit into the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below, or (ii) on the day actually received if sent by facsimile, electronic mail, courier, or otherwise hand delivered.

If intended for City, to:

Attn: City Manager
City of Allen, Texas
305 Century Parkway
Allen, Texas 75013

With a copy to:

Attn: City of Allen Parks and
Recreation Director
City of Allen, Texas
305 Century Parkway
Allen, Texas 75013

With a copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, LLP
1800 Ross Tower
500 N. Akard Street
Dallas, Texas 75201

If intended for Owner, to:

Attn: Leland Montgomery
P.O. Box 43658
Montclair, NJ 07043
lelandmont@gmail.com

With a copy to:

Attn: William S. Dahlstrom
Jackson Walker L.L.P.
901 Main St., Ste. 6000
Dallas, Texas 75202

5.3 Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There are no other collateral oral or written agreements between the Parties that in any manner relate to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

5.4 Severability. In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall be enforceable and shall be enforced as if the Parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

5.5 Governing Law. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

5.6 Recordation of Agreement. A fully executed original or certified copy of this Agreement shall be recorded in the Official Public Records of Collin County, Texas.

5.7 Recitals. The statements recited and declared in the Recitals to this Agreement are hereby incorporated herein as part of this Agreement.

5.8 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

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

5.10 Covenants Running with the Property. The provisions of this Agreement are hereby declared covenants running with the Property and are fully binding on the Owner and each and every subsequent owner of all or any portion of the Property, except for owners of individual platted lots within the Property, but only during the term of such Party's ownership thereof (except with respect to defaults that occur during the term of such person's ownership) and shall be binding on all successors, heirs, and assigns of the Owner which acquire any right, title, or interest in or to the Property, or any part thereof, except for owners of individual platted lots within the Property . Any person who acquires any right, title, or interest in or to the Property, or any part hereof, except for owners of individual platted lots within the Property, thereby agrees and covenants to abide by and fully perform the provisions of this Agreement with respect to the right, title or interest in such Property. The City agrees to provide a release in recordable form reasonably satisfactory to the Owner upon each Party's full and complete satisfaction of the respective obligations herein.

[Signature Page to Follow]

EXECUTED in duplicate originals this the ____ day of August, 2015

CITY OF ALLEN, TEXAS

By: _____
Peter H. Vargas, City Manager

ATTEST:

By: _____
Shelley B. George, City Secretary

APPROVED AS TO FORM:

By: _____
Peter G. Smith, City Attorney

City's Acknowledgment

State of Texas §
County of Collin §

This instrument was acknowledged before me on the ____ day of _____, 2015,
by Peter H. Vargas, City Manager of the City of Allen, Texas, on behalf of said municipality.

Notary Public, State of Texas

My Commission Expires:

EXECUTED in duplicate originals this the ____ day of _____, 2015.

WRETCHED LAND, L.P.,
a Texas limited partnership

By: **Monery, Inc.**
Its General Partner)

By: _____
Leland Montgomery, President

Owner's Acknowledgment

State of _____ §
 §
County of _____ §

This instrument was acknowledged before me on the ____ day of _____, 2015,
by Leland Montgomery, as President of Money, Inc., general partner of Wretched Land, L.P. a
Texas limited partnership, on behalf of said partnership.

Notary Public, State of _____

My Commission Expires: _____

Exhibit "A"

Legal Description of the Property

BURY

* MONTGOMERY 91.300 ACRE DESCRIPTION *

BEING A TRACT OF LAND SITUATED IN THE THOMAS G. KENNEDY SURVEY, ABSTRACT NO. 500, CITY OF ALLEN, COLLIN COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 111.43 ACRE TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEEDS FROM NENA MONTGOMERY MURDOCK, TRUSTEE OF THE NENA MONTGOMERY MURDOCK DECLARATION OF TRUST TO BLESSED ACRES, L.P., (10.237% INTEREST), RECORDED IN COUNTY CLERK'S FILE NO. 20090324000335940, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, (O.P.R.C.C.T.); LELAND MILLER MONTGOMERY TO BLESSED ACRES, L.P., (10.50% INTEREST), RECORDED IN COUNTY CLERK'S FILE NO. 20090324000335950, O.P.R.C.C.T.; ELLEN MONTGOMERY McCAFFERTY TO BLESSED ACRES, L.P., (10.50% INTEREST), RECORDED IN COUNTY CLERK'S FILE NO. 20090324000335960, O.P.R.C.C.T.; WILLIAM S. MONTGOMERY, J.R. TO BLESSED ACRES L.P., (10.50% INTEREST), RECORDED IN COUNTY CLERK'S FILE NO. 20090324000335970, O.P.R.C.C.T., AND A PORTION OF A CALLED 111.789 ACRE TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEEDS FROM MONERY, INC. TO WRETCHED LAND, L.P. (0.13263% INTEREST), RECORDED IN COUNTY CLERK'S FILE NO. 20061012001474620, O.P.R.C.C.T.; MARIAN MILLER MONTGOMERY TO WRETCHED LAND, L.P., (13.13037% INTEREST), RECORDED IN COUNTY CLERK'S FILE NO. 20061012001474590, O.P.R.C.C.T.; A SPECIAL WARRANTY DEED FROM WELLS FARGO BANK, N.A., TRUSTEE OF THE WILLIAM S. MONTGOMERY FAMILY TRUST 1994 TO WILLIAM S. MONTGOMERY, J.R., TRUSTEE OF THE WILLIAM S. MONTGOMERY, JR. FAMILY TRUST 1994 U/A (11.25% INTEREST); NENA CARROLL MONTGOMERY, TRUSTEE OF THE NENA CARROLL MONTGOMERY FAMILY TRUST 1994 U/A (11.25% INTEREST); ELLEN MONTGOMERY McCAFFERTY, TRUSTEE OF THE ELLEN MONTGOMERY McCAFFERTY FAMILY TRUST 1994 U/A (11.25% INTEREST) AND LELAND MILLER MONTGOMERY, TRUSTEE OF THE LELAND MILLER MONTGOMERY FAMILY TRUST 1994 U/A (11.25% INTEREST), RECORDED IN COUNTY CLERK'S FILE NO. 2005-0135155, O.P.R.C.C.T.; ALSO BEING ALL OF THAT CALLED 20.2036 TRACT DESCRIBED IN DEED TO WRETCHED LAND, L.P. IN COUNTY CLERK'S FILE NO. 20061012001474610, O.P.R.C.C.T.; SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD WITH CAP STAMPED "HALFF ASSOC INC" FOUND FOR THE SOUTHEAST CORNER AT THE TERMINUS OF MONTGOMERY BOULEVARD (F.K.A. BELAIR DRIVE, A 90-FOOT RIGHT-OF-WAY AT THIS POINT) AS CONVEYED TO THE CITY OF ALLEN IN THE AGREED FINAL JUDGMENT RECORDED IN VOLUME 5724, PAGE 38, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF COLLIN COUNTY, TEXAS, (O.P.R.P.C.C.T.), AND BEING IN THE SOUTH LINE OF THE REMAINDER OF THAT CALLED 32.41 ACRE TRACT OF LAND DESCRIBED IN THE SPECIAL WARRANTY DEED TO MONTGOMERY FARM GARDEN DISTRICT, LTD RECORDED IN COUNTY CLERK'S FILE NO. 20060929001402580, O.P.R.C.C.T., AND BEING IN THE NORTH LINE OF SAID 111.789 ACRE TRACT OF LAND;

THENCE SOUTH 88°17'55" EAST ALONG THE COMMON LINE OF SAID 111.789 ACRE TRACT OF LAND AND SAID 32.41 ACRE TRACT OF LAND, A DISTANCE OF 1,281.43 FEET TO A POINT IN THE APPROXIMATE CENTERLINE OF WATTERS CREEK;

THENCE ALONG THE APPROXIMATE CENTERLINE OF WATTERS CREEK, THE FOLLOWING:

SOUTH 01°54'12" EAST, A DISTANCE OF 126.85 FEET;

SOUTH 23°30'59" EAST, A DISTANCE OF 265.21 FEET;

SOUTH 35°11'39" EAST, A DISTANCE OF 148.76 FEET;

SOUTH 09°31'20" EAST, A DISTANCE OF 95.41 FEET;

BURY

* MONTGOMERY 91.300 ACRE DESCRIPTION *

SOUTH 07°54'52" WEST, A DISTANCE OF 66.45 FEET;

SOUTH 38°05'47" WEST, A DISTANCE OF 76.80 FEET;

SOUTH 13°50'25" WEST, A DISTANCE OF 63.08 FEET;

SOUTH 26°00'36" EAST, A DISTANCE OF 90.60 FEET;

SOUTH 22°35'12" WEST, A DISTANCE OF 177.64 FEET TO THE NORTH LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO CITY OF ALLEN, IN VOLUME 4859, PAGE 2837, DEED RECORDS OF COLLIN COUNTY, TEXAS (D.R.C.C.T.);

THENCE ALONG THE COMMON LINE OF SAID CITY OF ALLEN TRACT AND THE HEREIN DESCRIBED TRACT, THE FOLLOWING:

SOUTH 85°30'21" WEST, A DISTANCE OF 190.21 FEET;

SOUTH 76°30'03" WEST, A DISTANCE OF 33.67 FEET;

SOUTH 61°03'58" WEST, A DISTANCE OF 58.05 FEET;

SOUTH 54°26'24" WEST, A DISTANCE OF 64.32 FEET;

SOUTH 52°03'43" WEST, A DISTANCE OF 67.85 FEET;

SOUTH 09°23'43" WEST, A DISTANCE OF 427.36 FEET;

SOUTH 02°30'57" EAST, A DISTANCE OF 433.65 FEET TO THE SOUTHWEST CORNER OF SAID CITY OF ALLEN TRACT;

NORTH 88°18'19" EAST, AT A DISTANCE OF 687.08 FEET PASSING THE SOUTHEAST CORNER OF SAID CITY OF ALLEN TRACT SAME BEING THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED TO WATTERS CREEK OWNER, LLC IN THE DEED RECORDED IN 20130719001017670, O.P.R.C.C.T. CONTINUING ALONG THE COMMON LINE OF THE HEREIN DESCRIBED TRACT OF LAND AND SAID WATTERS CREEK TRACT OF LAND IN ALL FOR A DISTANCE OF 810.62 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 75, (A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY);

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 75, THE FOLLOWING:

SOUTH 13°12'00" WEST, A DISTANCE OF 212.42 FEET;

SOUTH 14°45'16" WEST, A DISTANCE OF 622.08 FEET;

SOUTH 22°56'16" WEST, A DISTANCE OF 293.54 FEET;

SOUTH 17°48'46" WEST, A DISTANCE OF 921.71 FEET TO THE SOUTHEAST CORNER OF THE AFOREMENTIONED 20.2036 ACRE TRACT;

BURY

* MONTGOMERY 91.300 ACRE DESCRIPTION *

THENCE NORTH 66°25'14" WEST ALONG THE SOUTH LINE OF SAID 20.2036 ACRE TRACT, A DISTANCE OF 130.30 FEET TO THE APPROXIMATE CENTERLINE OF WATTERS CREEK, SAME BEING IN THE EAST LINE OF CHASE OAKS GOLF CLUB-ALLEN, AN ADDITION TO THE CITY OF ALLEN AS SHOWN ON THE PLAT FILED FOR RECORD IN CABINET F, PAGE 524, P.R.C.C.T.;

THENCE ALONG THE CENTERLINE OF SAID WATTERS CREEK AND THE EAST LINE OF SAID CHASE OAKS GOLF CLUB-ALLEN, THE FOLLOWING:

NORTH 41°47'11" EAST, A DISTANCE OF 130.96 FEET;
NORTH 14°58'30" WEST, A DISTANCE OF 82.98 FEET;
NORTH 46°36'07" EAST A DISTANCE OF 129.40 FEET;
NORTH 15°23'14" WEST, A DISTANCE OF 27.90 FEET;
NORTH 75°55'31" WEST, A DISTANCE 37.17 FEET;
SOUTH 73°12'27" WEST, A DISTANCE OF 76.47 FEET;
NORTH 71°21'49" WEST, A DISTANCE OF 32.31 FEET;
NORTH 40°45'59" WEST, A DISTANCE OF 36.96 FEET;
NORTH 34°09'15" WEST, A DISTANCE OF 30.87 FEET;
NORTH 88°01'29" EAST, A DISTANCE OF 21.45 FEET;
SOUTH 82°25'41" EAST, A DISTANCE OF 104.68 FEET;
NORTH 71°13'07" EAST, A DISTANCE OF 34.83 FEET;
NORTH 18°04'49" WEST, A DISTANCE OF 44.69 FEET;
NORTH 55°54'23" WEST, A DISTANCE OF 172.36 FEET;
NORTH 40°19'33" WEST, A DISTANCE OF 40.18 FEET;
NORTH 53°31'56" EAST, A DISTANCE OF 52.74 FEET;
NORTH 48°06'38" EAST, A DISTANCE OF 102.73 FEET;
NORTH 46°20'17" WEST, A DISTANCE OF 36.49 FEET;
NORTH 78°08'17" WEST, A DISTANCE OF 61.39 FEET;
NORTH 28°28'14" WEST, A DISTANCE OF 19.25 FEET;
NORTH 07°21'14" WEST, A DISTANCE OF 28.09 FEET;
NORTH 02°37'25" WEST, A DISTANCE OF 79.55 FEET;

BURY

* MONTGOMERY 91.300 ACRE DESCRIPTION *

THENCE NORTH 62°39'42" WEST, DEPARTING THE CENTERLINE OF SAID WATTERS CREEK AND ALONG THE NORTHEASTERLY LINE OF AFOREMENTIONED CHASE OAKS GOLF CLUB-ALLEN ADDITION, A DISTANCE OF 711.40 FEET;

THENCE NORTH 46°47'21" WEST CONTINUING ALONG THE NORTHEASTERLY LINE OF SAID CHASE OAKS GOLF CLUB-ALLEN ADDITION, A DISTANCE OF 317.03 FEET TO THE MOST NORTHWESTERLY CORNER OF SAID CHASE OAKS GOLF CLUB-ALLEN TRACT AND THE MOST EASTERLY CORNER OF THAT CALLED 145.3 ACRE TRACT OF LAND DESCRIBED IN THE SPECIAL WARRANTY DEED TO MONTGOMERY TREE FARMS, LLC RECORDED IN COUNTY CLERK'S FILE NO. 20090713000874160, O.P.R.C.C.T.;

THENCE NORTH 47°13'33" WEST ALONG THE COMMON LINE OF THE HEREIN DESCRIBED TRACT AND SAID 145.3 ACRE TRACT, A DISTANCE OF 709.13 FEET;

THENCE LEAVING THE COMMON LINE OF SAID 111.789 ACRE TRACT OF LAND AND SAID 145.3 ACRE TRACT OF LAND OVER AND ACROSS THE SAID 111.789 ACRE TRACT OF LAND AND ALONG THE EASTERLY LINE OF MONTGOMERY RIDGE, PHASE 1, A PROPOSED ADDITION TO THE CITY OF ALLEN, NOT YET FIELD OF RECORD, THE FOLLOWING:

NORTH 43°10'35" EAST, A DISTANCE OF 82.17 FEET;
NORTH 07°49'39" EAST, A DISTANCE OF 21.53 FEET;
SOUTH 67°34'19" EAST, A DISTANCE OF 22.20 FEET;
NORTH 07°54'48" EAST, A DISTANCE OF 117.17 FEET;
NORTH 51°19'33" WEST, A DISTANCE OF 292.98 FEET;
NORTH 38°40'27" WEST, A DISTANCE OF 9.07 FEET;
NORTH 55°34'53" EAST, A DISTANCE OF 298.27 FEET;
NORTH 08°38'18" WEST, A DISTANCE OF 135.05 FEET;
NORTH 23°28'17" EAST, A DISTANCE OF 15.79 FEET;
NORTH 55°34'53" EAST, A DISTANCE OF 14.31 FEET;
NORTH 34°25'07" WEST, A DISTANCE OF 54.00 FEET;
NORTH 55°34'53" EAST, A DISTANCE OF 59.50 FEET;
NORTH 00°40'43" EAST, A DISTANCE OF 118.82 FEET;
NORTH 87°42'08" WEST, A DISTANCE OF 2.03 FEET;
NORTH 00°40'43" EAST, A DISTANCE OF 648.38 FEET;
NORTH 89°19'17" WEST, A DISTANCE OF 20.00 FEET;
NORTH 00°40'43" EAST, A DISTANCE OF 78.23 FEET;

BURY

* MONTGOMERY 91.300 ACRE DESCRIPTION *

NORTH 18°42'43" EAST, A DISTANCE OF 90.43 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS POINT WHICH BEARS NORTH 18°45'54" EAST, A DISTANCE OF 315.00 FEET ;

NORTHWESTERLY WITH SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 57°47'57" FOR AN ARC LENGTH OF 317.77 FEET, A CHORD BEARING OF NORTH 42°20'07" WEST AND A CHORD DISTANCE OF 304.47 FEET TO THE END OF SAID CURVE;

NORTH 06°59'23" WEST, A DISTANCE OF 185.03 FEET TO THE **POINT OF BEGINNING**;

CONTAINING A COMPUTED AREA OF 91.300 ACRES OF LAND, MORE OR LESS.

NOTES:

BEARINGS CALLED FOR HEREIN ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM (NORTH CENTRAL ZONE, NAD 83) BASED ON LEICA GEOSYSTEMS NORTH TEXAS SMARTNET NETWORK.

A SKETCH WAS PREPARED ON EVEN DATE TO ACCOMPANY THIS DESCRIPTION.

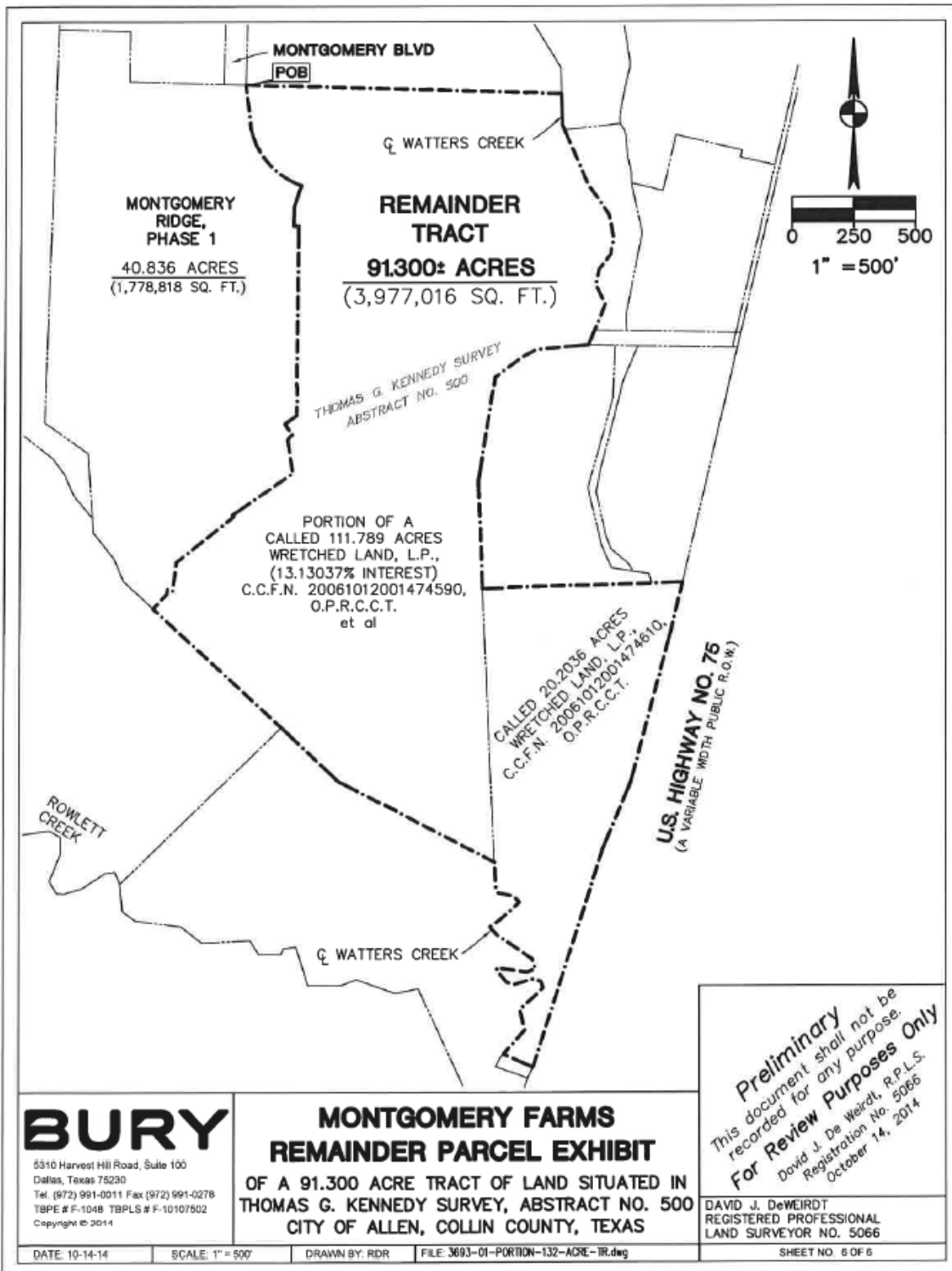
PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

FOR REVIEW PURPOSES ONLY.

DAVID J. DE WEIRD, R.P.L.S.

REGISTRATION NO. 5066

October 14, 2014



S:\SUR\0103693 Montgomery Ridge\30001\EXHIBITS\3693-01-PORTR-132-ACRE-TR.dwg Oct 14, 14 1:51 PM by: robertson

Item # 0417 Attachment 1



Exhibit "C" Trail Plan

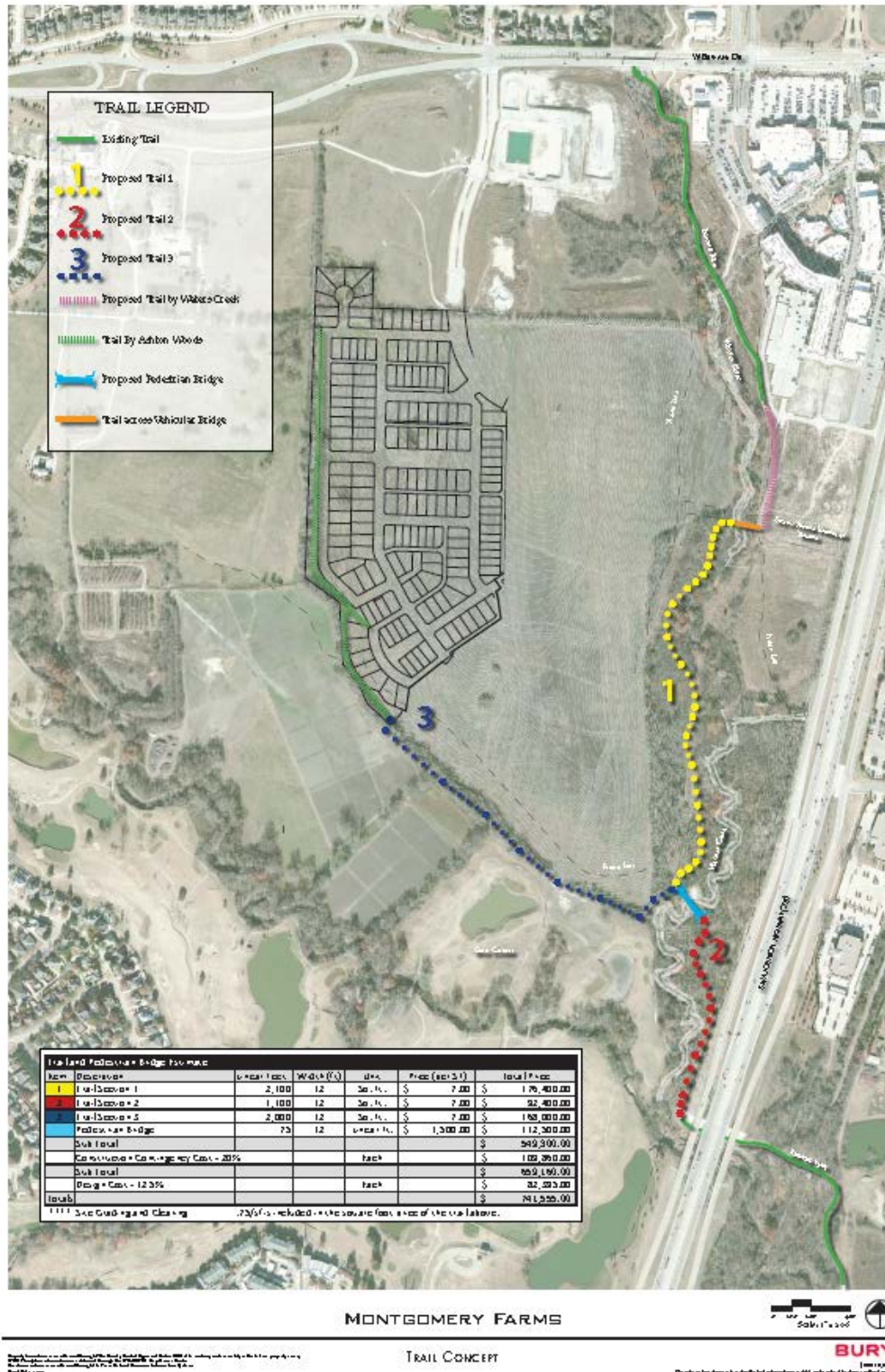
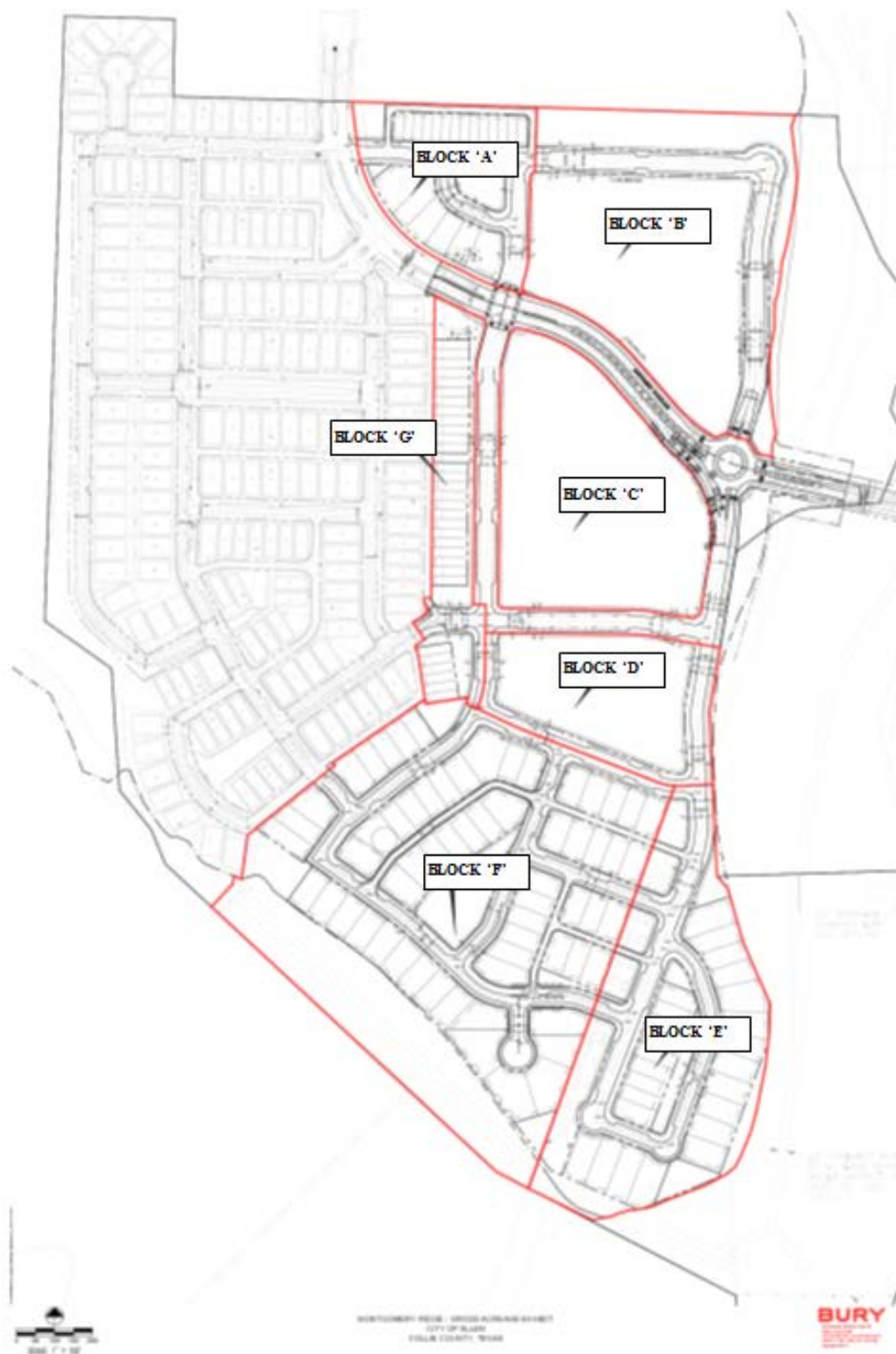


Exhibit "D"
Block Plan



CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE: October 27, 2015

SUBJECT: Authorize the City Manager to Execute an Arena License Agreement with the Sidekicks Sports Management LLC, a Texas Limited Liability Company to Base a Professional Major Arena Soccer League (MASL) Team at the Allen Event Center.

STAFF RESOURCE: David Angeles, General Manager, Allen Event Center

ACTION PROPOSED: Authorize the City Manager to Execute an Arena License Agreement with the Sidekicks Sports Management LLC, a Texas Limited Liability Company to Base a Professional Major Arena Soccer League (MASL) Team at the Allen Event Center.

BACKGROUND

The Dallas Sidekicks are entering their fourth season of professional indoor soccer at the Allen Event Center. The team currently plays in the Major Arena Soccer League, which is the Premier Indoor League in the United States of America.

The prior Arena License Agreement with the previous team ownership, Dallas Sidekicks LLC, came to an end in June 2015 at the conclusion of the 2014-2015 MASL season. In October of 2015 the Dallas Sidekicks were sold to Sidekicks Sports Management LLC. The past and present ownership are in good standing with the Allen Event Center and City of Allen.

The new ownership wishes to continue the Dallas Sidekicks relationship with the City of Allen and wishes to play its MASL pre-season, regular season and playoff games at the Allen Event Center. The Dallas Sidekicks play 10 home games a year and historically provide a strong attendance and community atmosphere at games. The license agreement is for a term of one (1) year with option for reoccurring one (1) year renewals if mutually agreeable between City and Team for the same terms. The team has agreed to provide a Twenty Thousand Dollar Letter of Credit to the City of Allen and a Six Thousand Dollar Deposit toward the Arena License Fee.

BUDGETARY IMPACT

The Allen Event Center has already included the Dallas Sidekicks games in the Fiscal Year 2015-2016 budget.

STAFF RECOMMENDATION

Staff recommends the City Council authorize the City Manager to execute an Arena License Agreement with the Sidekicks Sports Management LLC, a Texas Limited Liability Company to base a Professional Major Arena Soccer League (MASL) team at the Allen Event Center.

MOTION

I make a motion to Authorize the City Manager to Execute an Arena License Agreement with the Sidekicks Sports Management LLC, a Texas Limited Liability Company to Base a Professional Major Arena Soccer League (MASL) Team at the Allen Event Center.

ATTACHMENT

Arena License Agreement

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

ARENA LICENSE

This Arena License (the “License”) is made by and between the City of Allen, Texas (hereinafter referred to as “City”) and Sidekicks Sports Management, LLC, a Texas limited liability company (hereinafter referred to as “Team”) (each a “Party” or collectively the “Parties”), acting by and through their respective authorized officers.

WITNESSETH:

WHEREAS, City is the owner of a multi-purpose sports and entertainment facility in the City of Allen, Texas (the “Facility”); and

WHEREAS, City has hired a ticketing services company as the exclusive ticket seller for the Facility (“Ticketer”); and

WHEREAS, Team desires to use the Facility for indoor soccer games for the Major Arena Soccer League (the “League”);

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Article I
Definitions

In this License, the following words and phrases have the following meanings:

“Applicable Game Hours” means from one (1) hour before the start of each of Team’s exhibition, regular season and play-off games to one (1) hour after the conclusion thereof, regardless as to when City decides to open or close the Facility to the public.

“Applicable Usage Hours” means from two (2) hours before the start of each of Team’s exhibition, regular season and play-off games to two (2) hours after the conclusion thereof, regardless as to when City decides to open or close the Facility to the public.

“Base Level of Service” means the services, personnel, and use of equipment set forth in **Exhibit “B”**.

“Business Day” means any day which is not a Saturday, Sunday or holiday recognized by City for which the main offices of the City of Allen are closed.

“City” shall mean the City of Allen, Texas.

“Complimentary Ticket” means a ticket that is not sold, including in sponsorship package or traded in kind for any value whatsoever, but distributed as a free ticket for the purpose of promoting games or events.

“Concession Revenue” means gross revenue generated from Concessions during the specified food and beverage period, less City’s costs, expenses, applicable sales and use taxes, and gratuities, if any.

“Concessions” means the sale or distribution of food and beverages (including alcoholic beverages) in the Facility by City, or person or entity contracted by City. Concessions do not include the sales of event merchandise.

“Effective Date” shall mean the last date of execution hereof.

“Event of Default” has the meaning given to it in Section 5.1.

“Excluded Areas” means the following areas of the Facility: (i) all “sit-down” restaurant or bar areas within the Facility where food and/or beverages are prepared and/or served for consumption within such premises, (ii) Concessions areas; (iii) any office/retail areas used by City or designated by City from time to time for licensing to third parties; (iv) Facility common areas, meeting rooms, and exterior plazas; (v) the community ice rink facility; and (vi) all other areas within the Facility including, but not limited to, areas designated by City and used for storage, security, maintenance or other operational purposes.

“Facility” shall mean the Allen Event Center located at 200 E. Stacy Road, Allen, Texas 75002, not including the Excluded Areas.

“Game Drop Count” shall mean the number of attendees entering the building and verified by either electronically scanned or stubbed tickets as confirmed by City.

“League” means the Major Arena Soccer League (“MASL”).

“License Fee” means the fees set forth in Exhibit “A”.

“Office/Retail Areas” mean the areas within the Facility that City has leased for office and retail purposes.

“Premium Seats” means suite and loge seating within the Facility.

“Team” shall mean the Dallas Sidekicks LLC, a Texas limited liability company, a member of the Major Arena Soccer League (MASL).

“Ticketer” means the company contracted by City, from time to time, to sell tickets for seats at the Facility, from time to time.

Article II

Grant of License; Term; Renewal

2.1 **Grant.** Upon the terms and conditions set forth in this License, and subject to Team's continued satisfaction and compliance with the terms and conditions set forth herein, City hereby grants to Team, and Team hereby takes and accepts from City, an exclusive license to use the Facility (except for the Excluded Areas) during Applicable Usage Hours during the League season during the Term of this License for the purposes of: (i) playing Team's League exhibition, regular season and play-off home games as required by Section 4.4, below; (ii) holding Team's practices subject to availability as determined by City; (iii) use of designated rooms as Team's dressing room, visiting team's dressing room, a game official's room, a hospitality room for scouts and members of the media, a Team office, all on the day of event only; and (iv) any other use specifically permitted under this License (collectively the "Permitted Use"). The Permitted Use for exhibition, games and play-off games shall be limited to Applicable Game Hours. The public is not admitted to the Facility until the Applicable Game Hours. Admission of the public to the Facility prior to or after the Applicable Game Hours or for practices is not covered by the Base Level of Service. If Team desires to admit the public prior to and after the Applicable Game Hours Team shall pay such charges and fees for additional Facility personnel and costs, as determined by City.

2.2 **Term.** The initial term of this License shall be the period commencing on the Effective Date and ending on May 30, 2016, unless sooner terminated as provided herein ("Initial Term"). Notwithstanding any other provision hereof, Team or City may terminate this License without cause upon thirty (30) days prior written notice to City to be effective at the expiration date of the Term.

2.3 **Option to Renew.** If no Event of Default on the part of Team exists, Team shall have the option to extend the term of this License for additional periods of one (1) year each (each a "Renewal Term") to begin on June 1 immediately following the end of the Initial Term or a Renewal Term, as applicable, and ending on the immediately following May 30. Team shall notify City in writing of its intention to extend the Term of the License not less than thirty (30) days prior to the expiration of the Initial Term or then current Renewal Term. Such notice must indicate if Team will exercise Premium Level Option as described in Exhibit "D". The word "Term" as used herein shall collectively include the Initial Term and all Renewal Terms.

2.4 **Scheduling.** Not later than June 1 of each year, City and Team shall negotiate the scheduling of Team's League home games for the then ensuing League season. City will use all commercially reasonable efforts each year to accommodate Team in scheduling its games at the Facility. Without limiting the generality of the foregoing, City and Team shall co-operate with each other in good faith with respect to the scheduling of Team's regular season and play-off home games. For the purposes of establishing game dates for Team, the regular League season will occur during the months of November through February, with play-offs generally occurring during the months of March and April ("Soccer Season"). The schedule may not be changed once a schedule for the League Season has been mutually agreed to by the Parties, and confirmed by the League for the indoor season. City acknowledges that Team does not control the League's scheduling of games. It is acknowledged by the Parties that City will take reasonable measures to

maximize the use and profitability of the Facility and that there will be other events held at the Facility that may, from time to time, conflict with dates requested by Team.

2.5 **Practice.** Team may schedule use of the Facility for its team practices and for visiting teams, but such use is subject to availability and only during normal operating hours. Any practice that is open to the public will not be covered by the Base Level of Service and will require Team to pay such rates and charges established by City for additional personnel and other costs for such usage. City understands that practice time on game or exhibition days may be required by the League and shall accommodate requests for such practices on days which Team is scheduled to play a game at the Facility. The use of the Facility on days on which Team is not scheduled to play a game at the Facility is subject to availability and not subject to the Base Level of Service and will require Team to pay such rates and charges established by City for personnel and other costs (including additional conversion and staffing) incurred for such usage.

2.6 **Food and Beverage.** Team shall exclusively use the food and beverage concession and catering services offered by City. Team shall not bring or cause to be brought into the Facility any food and beverages. Team shall pay such costs, charges and rates (including deposits) as established by City, from time to time for such food and beverage services, which is subject to the terms and conditions set forth in **Exhibit "D"**. Team shall pay the costs and charges for food and beverage services for each event to City at the settlement following the applicable event. Team, shall not offer, sell, or provide any sponsor, patron or other person any food and beverage package, coupon or voucher for any exhibition, game or play-off game without the prior written approval of City and prior payment (or deposit at the discretion of City) to City for such food and beverage package, coupon or voucher.

2.7 **City Exclusive Rights.** City shall have, and retain the exclusive right to use and operate the Facility, except for the Permitted Use and other rights granted herein to Team. City's exclusive rights shall include but is not be limited to:

- (a) to grant leases, licenses and sell tickets to use Premium Seats (including "party suites" to be leased or licensed on an event-by-event basis) within the Facility that have not been designated by City for use and sale by Team;
- (b) to provide for, operate (or contract with others to provide or operate) all restaurants, food and beverage services and Concessions within the Facility;
- (c) to sell permanent and non-permanent advertising rights to third parties for all areas within or on the exterior of the Facility that are part of the building inventory (including the advertising on the center field for the Facility naming rights sponsor, the scoreboards, the LED ribbon board when allowable under contract), including back-lit non-back-lit signs, outdoor plaza space and other promotional and advertising platforms, all at the sole discretion of City or City's agent, but no such advertising shall include or utilize the name or logo of "Dallas Sidekicks" or "Sidekicks" without the prior written consent of Team which may be granted or withheld in its sole discretion; Team may be granted the right to sell

certain advertising or sponsorship rights on commission basis mutually agreed to between Team and City;

- (d) to sell the naming rights to the entire Facility and to seek capital sponsorships of specific components of, or items forming a permanent part of the Facility, such as, but not limited to, the scoreboard, playing field/surface (if owned by City), wall signage, Concessions and pouring rights in respect of non-alcoholic beverages, and all advertising/promotion/or sponsorship material for alcohol as allowed by Texas Alcohol Beverage Commission (all revenue of which shall belong to City). The Party obtaining such naming rights shall be entitled to significant and prominent interior signage locations, established in the reasonable discretion of City. Each capital sponsor of a specific component of or item forming a part of the Facility shall be entitled to a significant interior sign and, where practicable, such sign shall be located on or near the component or item so sponsored, the elements of which shall be established in the reasonable discretion of City. All of the revenues from the sale of such naming rights and all of the proceeds of such capital sponsorships and all costs associated with obtaining same, shall be for the account of City exclusively with any marketing company being compensated by City. It is understood that where City sells market category dominance sponsorship contracts, Team shall be included to the extent that Team's exclusive rights are impacted;
- (e) to market and use the video board and the LED ribbon board, for the sole purpose of fulfilling City's for the purpose of promoting concession sales, special events and activities at the building; the amount of time and length of usage shall be during the game or exhibition and will be mutually agreed upon by both Parties and shall not exceed a total of 10 minutes during each game;
- (f) to market and use up to fifty percent (50%) of the time or usage of the LED ribbon board during pre-game and post-game to promote Concessions, City special events and activities;
- (g) in City's sole discretion, make available to Team the right to sell non-Team inventory on terms to be agreed to by the Parties;
- (h) to sell and retain all Facility parking, if applicable;
- (i) to lease common area and meeting space;
- (j) upon request to receive up to forty (40) complimentary tickets per game from Team;
- (k) to charge any broadcast/Internet provider, an origination fee for either broadcast or webcast of event, established by City from time to time;

- (l) to place City name and/or Building logo on the field at mutually agreed location at City's expense;
- (m) to exclusively provide all food and beverage services for the Facility;
- (n) to use City designated suites, including tickets;
- (o) at City's request, Team may be granted the right to sell certain advertising or sponsorship rights on commission mutually agreed upon between Team and City; and
- (p) all other rights related to the Facility not described in this License or expressly granted to Team.

2.8 **Team's Exclusive Rights.** Team shall, in connection with the Permitted Use, have the right:

- (a) to receive the revenue for all non-Premium Seats through Ticketer. Team may release unsold seats prior to a game for City to sell on behalf of Team;
- (b) to sell game programs/magazine(s) for Team's games in the Facility during Applicable Game Hours, to sell advertising space therein, to set up a reasonable number of portable kiosks in the Facility, the number and locations to be determined by Team, to sell Team souvenirs bearing the name "Dallas Sidekicks" or "Sidekicks," the logos or colors of Team, the League or member teams of League;
- (c) to enter into agreements with third parties concerning the broadcasting on radio, television, satellite, broadband or other media, of Team's games played at the Facility; provided such company pays to City the applicable origination fee. Team shall be responsible for the costs associated with the set-up and/or transmission of such broadcasts;
- (d) to sell Team and/or league or League member team branded souvenirs at locations in the Facility designated by City;
- (e) to sell advertising rights for the LED ribbon board, the playing field and the dasher boards/side boards and other non-permanent advertising and marketing or distribution of products in the concourse areas, as more particularly described in Section 3.3(a);
- (f) to place one Team logo on the center of the playing field;
- (g) the personal use of the suite (included in the suites designated for use and sale by Team) known as the "Owner's Suite" (twelve seat) during League events including tickets (however, Team shall pay for any food and beverages served in

the suite); and the right of first refusal (exercisable only up to fifteen (15) days prior to any particular event) to use such suite or other suite tickets for all non-soccer events ticketed by Ticketer at the standard suite single-event prices; and

- (h) to use and sell Premium Seats designated by City set forth in **Exhibit “D”**.

2.9 **Team Obligations.**

- (a) Team agrees that the name “Allen Texas” and/or “Allen” will be included in all references to the home city of the Dallas Sidekicks and all Team references to the Facility. Team agrees that all of its marketing and promotional material which refers to the home field of the Dallas Sidekicks will contain a reference to the Allen Event Center, logo identification, the Facility address, and the Facility main telephone number.
- (b) Team shall provide at its sole costs the turf and field, goals, and any other equipment necessary for game operations at the Facility.
- (c) Team shall be responsible for all expenses and costs for use of the Facility for the Permitted Use in excess of the Base Level of Service and the following additional expenses: (i) collection of state and local sales taxes for taxable sales by Team; (ii) credit card charges or surcharges for Facility Box Office and Ticketer sales; (iii) fees charged by City as established from time to time, for services, equipment usage, set up, spot light operators, change-over from one type of event to another, housekeeping clean up personnel, stage hand labor, conversions, guest services, audio visual system and operation of said equipment, food and beverage in excess of the Base Level of Service; (iv) catering upon request at rates established by City from time to time; (v) food and beverage service including food and beverage packages, coupons and vouchers; and (vi) any other service, personnel, or equipment not included in the Base Level of Service.
- (d) Payment of the License Fee.
- (e) Team shall exclusively utilize Ticketer in the sale of all tickets to Team’s games played at the Facility.
- (f) Exclusively use the food and beverage services offered by City in accordance with the terms and conditions set forth in **Exhibit “E”**; and pay for the cost for such food and beverages for each event to City at the settlement following the applicable event.

Article III Financial Terms

3.1 **License Fee.**

(a) In consideration of the License granted to Team to use the Facility for the Permitted Use during Applicable Game Hours during the Term, Team shall pay to City the License Fee for each exhibition, regular season and play-off game played by Team in the Facility during each League Season during the Term of this License as set forth in **Exhibit "A"** (the "License Fee"). The License Fee for each exhibition game, regular season game or play-off game, as the case may be, shall be paid to City at the Settlement following the applicable event. Failure of Team to pay, or timely pay, the License Fee to City for any exhibition game, regular season game or play-off game and/or any costs and charges for food and beverages or other services provided by City shall entitle City to suspend Team's Permitted Use of the Facility and/or to draw on the Letter of Credit, as provided in **Section 3.08**.

(b) In consideration of the payment of the License Fee, Team shall be entitled to the following: (i) the Permitted Use of the Facility, not including the Excluded Areas; (ii) utilities (electrical and HVAC); and (iii) Base Level of Service.

(c) Any service, personnel or use of equipment provided by City for any exhibition, game or play-off game which is not included in the Base Level of Service shall be charged at the then rates or fees established by City, and paid by Team to City at the Settlement following each such event.

3.2 Revenue Sharing with Team.

(a) City shall pay to Team at Settlement a percentage of the Concession Revenue set forth in **Exhibit "C"**.

(b) **Prices.** Team shall be entitled to one hundred percent (100%) of the proceeds from the sale of tickets for non-Premium Seats.

(c) **Season Ticket Printing.** Team shall pay the costs of printing all season ticket books; and the printer ticket stock (individual game tickets, group sales tickets, promotional tickets) used in the offices of Team.

(d) Team shall have the right to annually audit the applicable Concessions records.

(e) Team shall retain 100% of the net profit from sales of merchandise produced by Team.

3.3 **Team Inventory.**

- (a) Provided Team pays for all associated costs and expenses, Team shall have the right to sell and retain 100% of the revenues from the following inventory items at prices not inconsistent with those used by any City marketing company: all dasher boards, all penalty boxes, all player benches, up to ten (10) pairs of on-playing surface logos and all field logos ("Team Inventory"). The terms of all such sales shall be subject to the prior approval of City.
- (b) Except for Team Inventory, City shall have the exclusive right to sell and retain all permanent advertising and signage as indicated in Section 2.7.
- (c) City and Team recognize the Facility and Team are in the same selling environment and, as such, certain accommodations will have to be made in case of cross-promotional sales. The terms of any cross-promotional sale and revenue distribution thereof will be negotiated between City and Team on a facts and circumstances, case-by-case, good faith basis.

3.4 **Inclusions and Exclusions from the License Fee.** In consideration of payment of the License Fee, Team shall not be responsible for paying the following:

- (a) property taxes, if any, assessed against the Facility, except for any property taxes assessed Team's license interest and personal property in the Facility, if any;
- (b) the costs of Base Level of Service; and
- (c) the costs of operating, maintaining and repairing the Facility in the ordinary course (but not repairs or maintenance required by reason of the negligence of, or misconduct by, Team or any person for whom, in law or otherwise, Team is responsible, or any invitee of Team, including spectators and visiting teams);

In addition to the License Fee, Team shall be responsible for:

- (a) the costs of any personnel, service and equipment in excess of the Base Level of Service during Applicable Usage Hours;
- (b) the costs of food and beverage, referees, linesmen, office officials, and forms of music & entertainment, to include ASCAP, BMI, SESAC, SAG, AFTRA and other applicable licensing fees and reader board/scoreboard operators and associated usage fees;
- (c) its cost of Team's insurance required herein;
- (d) the costs of repairs and maintenance required by reason of the negligence of or deliberate misconduct by Team, or any person for whom, in law or otherwise, Team is responsible, or any invitee of Team, including spectators and visiting

soccer teams; however, Team shall not be responsible for the costs of repair and maintenance occasioned solely by reason of ordinary wear and tear;

- (e) the cost of any additional electrical wiring or cable accessories related to computer, phone and other means of electronic communication for Team or associated with Team's games;
- (f) the cost of all set up furnishings and equipment, beyond normal and customary locker room furnishings and equipment; and
- (g) any video or studio costs, including labor, that are beyond the Base Level of Service.
- (h) The shared cost (50% Team / 50% City) of repair or replacement of Team's dasher board advertising platform that mounts to City's permanent system. Team and City expense will be capped at \$1,000 each per season.

3.5 **Revenue Not Subject to Sharing.** City shall be under no obligation to share, nor shall Team have any entitlement to receive any share of:

- (a) Any revenues arising from or pertaining to events held at the Facility outside Applicable Usage Hours or not directly related to Team;
- (b) Any revenues from the sale of naming rights, vendor agreements or any proceeds of capital sponsorships made or obtained by City, unless City agrees otherwise in writing in advance that a sponsorship has been sold by Team; and,
- (c) Any other Facility revenues not referenced herein.

Team shall be under no obligation to share, nor shall City have any entitlement to receive any share of:

- (a) Revenues arising from the sale of game night programs/magazines and sponsorship promotional items for Team's games in the Facility during Applicable Usage Hours or from the sale of advertising space therein;
- (b) Revenues from the sale of Team's Inventory; and
- (c) Revenues arising from or pertaining to the broadcasting on radio, television or Internet of Team's games played at the Facility; provided City is paid the applicable origination fee for such broadcast.

3.6 **Payment.** The License Fee and an amount which is owed by City to Team hereunder, or by Team to City hereunder, in respect to any particular exhibition or game played at the Facility, shall be due and payable not later than the fifth (5th) business day after the date City delivers an itemized statement for the amount(s) claimed to be owed by City and/or Team for the respective exhibition or game (the "Settlement"). Any amounts due and payable under this License which are not paid when due shall bear interest at the rate of one and one-half percent (1½%) per month, or the highest legal rate, whichever is lower, until fully paid. City shall provide Team with an appropriate supporting documentation for all charges in a form reasonably acceptable to the Parties. Disputes relating to the content of the Settlement must be made in writing not later than ten (10) business days after receipt. Any amounts contained in a Settlement which are not disputed within said ten (10) business days shall be deemed, undisputed and final. City shall have the right to suspend Team's Permitted Use without termination of this Agreement and/or draw on the Letter of Credit set forth in Section 3.08 in the event any amount due City is not timely paid.

3.7 **Audit Rights.** Either Party shall have the right to audit any of the records of the other Party in respect to any revenues, expenses, fees or payments hereunder. Each Party shall make available to the other Party or its representative such information as such Party may reasonably require for the purposes thereof. The cost of the audit shall be borne by the Party requesting the audit, unless the audit discloses that the amount in question owed to a Party was understated by more than five percent (5%), in which event, the other Party shall pay the reasonable cost of the audit.

3.8 **Letter of Credit; Suspension of Permitted Use.** (a) During the Term (including any Renewal Term), Team shall provide an irrevocable letter of credit in favor of City in a form reasonably acceptable to City with a financial institution approved by City in the amount of Twenty Thousand Dollars (\$20,000) capable of being drawn by City in the event Team fails to pay or timely pay Team Fee or other costs due City, or in the event of an uncured Event of Default by Team (without terminating this License), or in the event of termination of this License based on an uncured Event of Default or breach of this License by Team. Team shall have a continuing duty during the Term to maintain such amount of the Letter of Credit in the event Team draws on the Letter of Credit for any reason other than for termination of this License for an uncured Event of Default. Team shall provide the Letter of Credit within ten (10) business days after the Effective Date, and prior to the commencement of any Renewal Term hereof. A deposit of \$6,000 shall be made not later than fifteen (15) days prior to the first regular season game of the Initial Term and each Renewal Term to be applied initial game settlement.

3.9 **No Other Rights Granted.** Team shall have no other rights relative to its use of the Facility other than those rights expressly granted under this License.

Article IV Certain Operational Matters

4.1 **Suite and Seat Licensing.** No person may occupy or use (whether sitting or standing) any Premium Seat during Applicable Game Hours unless such person holds a valid

ticket for such seat for the exhibition or game issued by City or Team in accordance with this License. In addition the holder of a suite is obligated to purchase a number of tickets for play-off home games equal to the number of fixed seats in such private suite. City will have authority to assign appropriate number and location of Bowl and Premium Level seating to ensure adherence to the Americans With Disability Act requirements.

4.2 **Ticket Prices.** Team may establish and revise ticket prices (not including any parking, ticket fee or ticket fee charged by City) from time to time for admissions to Team's games played at the Facility. Notwithstanding the foregoing, however:

- (a) ticket prices shall be reasonable and competitive having regard to prices for similar tickets in other League arenas;
- (b) a ticket price for a seat in a private suite on a season's ticket basis shall not be higher than the current ticket price for tickets in the suite; and
- (c) the ticket price for a seat or an extra attendee in a private suite on a walk-up basis shall not be higher than the current ticket price for tickets in the suite.
- (d) Single game ticket discount offers or specials must be made available through both the primary and secondary box offices using approved Ticketer. City may waive this option on a case-by-case basis.

4.3 **Complimentary Tickets.** City shall be entitled up to 40 complimentary tickets to each exhibition, regular season and play-off game played by Team in the Facility. Complimentary tickets shall be counted for attendance purposes.

4.4 **Home Games at the Facility.** Team shall, during the Term of this License, play all of its exhibition, pre-season, regular season and play-off games where it is the home team at the Facility except for exhibition games which, for promotional purposes, Team wishes to play at a location other than the Facility or the home facility of another League team. Except as aforesaid, Team shall not, during any portion of the Term of this Agreement, play any League exhibition, regular season or play-off game where it is the home team at any location other than the Facility.

4.5 **Parking.** City within its discretion may provide Team parking spaces in a defined area for use by Team's staff and designated V.I.P.'s subject to City's reasonable approval. If additional costs are incurred, such as parking garage maintenance or cleaning, due to the costs of providing such parking spaces, then such additional costs shall be the responsibility of Team.

4.6 **Exclusive License.** During the Term of this License, City shall not, without the prior written consent of Team in its sole discretion, permit the use of the Facility for the playing of professional indoor soccer games by others. City will make every effort to include Team in all soccer related activities included within the Facility.

4.7 **Insurance.**

- (a) Team shall during the Term obtain and maintain in full force and effect at its expense, the following policies of insurance and coverage:
- (1) Commercial General Liability Policy covering bodily injury, death and property damage, including the property of City, its officers, contractors agents and employees (collectively referred to as the “City”) insuring against all claims, demands or actions relating to license, lease or use of the Facility pursuant to this License with minimum limits on a per project basis of not less than One Million Dollars (\$1,000,000) combined single limit and Two Million Dollars (\$2,000,000) aggregate, including products and completed operations coverage with a minimum limit of Two Million Dollars (\$2,000,000), and Personal and Advertising Injury with a minimum per occurrence limit of One Million Dollars (\$1,000,000). This policy shall be primary to any policy or policies carried by or available to City;
 - (2) Workers’ Compensation/Employer’s Liability Insurance Policy in full accordance with the statutory requirements of the State of Texas and shall include bodily injury, occupational illness or disease coverage with minimum Employer’s Liability limits of not less than \$500,000/\$500,000/\$500,000;
 - (3) Automobile Liability Insurance Policy covering all operations of Team pursuant to this License involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage liability; and
 - (4) Excess Liability Insurance Policy with a limit of not less than \$2,000,000. Such insurance shall be in excess of the commercial general liability insurance, business auto liability insurance and employer’s liability insurance. This insurance will apply as primary insurance with respect to any other insurance or self-insurance programs maintained by City and shall be provided on a “following form basis”. Team waives all rights against City for recovery of damages to the extent these damages are covered by the umbrella liability insurance obtained by City pursuant to this Agreement. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured’s completed work equivalent to that provided under ISO form CG 00 01.
- (b) Waiver of Subrogation Rights. The Commercial General Liability, Worker’s Compensation, and Business Auto insurance required pursuant to this License shall provide for waivers of all rights of subrogation against City;
- (c) Additional Insured Status. With the exception of Worker’s Compensation Insurance, all insurance required pursuant to this License shall be endorsed to include and name City as additional insureds using Additional Insured

Endorsements that provide the most comprehensive coverage to City under Texas law including products/completed operations;

- (d) Certificates of Insurance. Certificates of Insurance and policy endorsements in a form satisfactory to City shall be delivered to City prior to the commencement of the use or entry of the Facility under this License and prior to any Renewal Term hereof. All required policies shall be endorsed to provide City with 30 days advance notice of cancellation or material change in coverage;
- (e) On every date of renewal of the required insurance policies, Team shall cause a Certificate of Insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to City. In addition, Team shall, within ten (10) business days after written request, provide City with Certificates of Insurance and policy endorsements for the insurance required herein (which request may include copies of such policies). The delivery of the Certificates of Insurance and the policy endorsements (including copies of such insurance policies) to City is a condition precedent to the continuation of the use and occupancy of the Facility by Team. The failure to provide valid Certificates of Insurance and policy endorsements shall be deemed a default and/or breach of this License; and
- (f) Carriers. All policies of insurance required to be obtained by Team pursuant to this License shall be maintained with insurance carriers that are satisfactory to City and lawfully authorized to issue insurance in the state of Texas for the types and amounts of insurance required herein. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by City. All insurance coverage required herein shall be evidenced by a certificate of insurance and policy endorsement submitted by Team's insurer or broker. Certificates of Insurance and policy endorsements received from any other source will be rejected.

4.8 **Sale of Facility or Assignment of Facility License or Operating Rights**. City may sell the Facility and assign this License to the purchaser at anytime without the consent of Team. In the event that City assigns its rights under this License, then provided such third party enters into an agreement with Team assuming the obligations of City under this License as and from the date of sale or assignment, then City shall be released from all such obligations so assumed.

4.9 **Assignment**. Team may not (i) assign any of its rights, (ii) delegate any of its obligations, or (iii) grant a sublicense of this Agreement, in whole or in part without the prior written consent of City, which may be withheld in its sole and absolute discretion and for any or no reason. Any attempted assignment, delegation, or sublicense shall be null and void. In the event of an assignment or sublicense to which City has consented, the assignee or sublicensee shall be required to provide a letter of credit as set forth in Section 3.8.

4.10 **City Covenants.** City covenants with Team that, throughout the Term of this License:

- (a) Team shall have quiet enjoyment of the Facility (other than the Excluded Areas) during Applicable Usage Hours;
- (b) City will operate the Facility in compliance with all applicable laws, codes, by-laws and regulations;
- (c) City will apply any operating rules and procedures for the Facility that it may choose to devise and implement to Team and all other users of the Facility in a fair and non-discriminatory manner, such rules and procedures to be reasonable and in keeping with the intent of this License; and
- (d) City will maintain, repair and replace the Facility such that it is at all times in good and proper operating condition save and except for reasonable wear and tear and Team's obligations under this License.

4.11 **Team's Covenants.** Team covenants with City that it shall, throughout the Term of this License, at its sole cost and expense:

- (a) operate Team in a manner consistent with the requirements and practices of the League and its other member teams;
- (b) purchase and maintain insurance in accordance with Section 4.8; and
- (a) maintain its membership and participation in the League.

4.12 **Team's Indemnity.** TO THE FULLEST EXTENT ALLOWED BY LAW TEAM SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CITY, ITS OFFICERS, AGENTS, INVITEES, AND EMPLOYEES (COLLECTIVELY "CITY") FROM AND AGAINST ANY SUITS, ACTIONS, LOSSES, COSTS, EXPENSES, DAMAGES, CLAIMS OR LIABILITY OF ANY CHARACTER, TYPE OR DESCRIPTION INCLUDING ALL REASONABLE EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY FEES ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF A PERSON, OR PROPERTY DAMAGE INCLUDING THE LOSS OF USE OF ANY PROPERTY ARISING FROM OR ALLEGED TO ARISE OUT OF THE USE OF THE FACILITY BY TEAM, ITS EMPLOYEES, CONTRACTORS, SUB-CONTRACTORS, AND INVITEES OR THE RESULT OF ANY NEGLIGENT ACT OR OMISSION OR ANY INTENTIONAL ACT OR OMISSION BY TEAM, ITS EMPLOYEES, CONTRACTORS, AND SUB-CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY TEAM, IT'S CONTRACTORS OR SUB-CONTRACTORS, OR ANYONE FOR WHOSE ACTS TEAM MAY BE LIABLE, OR DUE TO THE VIOLATION OF ANY ORDINANCE, REGULATION, STATUTE, OR OTHER LEGAL REQUIREMENT BY TEAM, ITS EMPLOYEES, CONTRACTORS AND SUB-CONTRACTORS, OR ANY OF THEIR

AGENTS AND EMPLOYEES, OR RESULTING FROM THE BREACH OR DEFAULT OF THIS LICENSE BY TEAM, ITS EMPLOYEES, CONTRACTORS, SUB-CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY TEAM OR ANYONE FOR WHOSE ACTS TEAM MAY BE LIABLE, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY INTENTIONAL OR NEGLIGENT ACT OR OMISSION OF TEAM, ITS EMPLOYEES, CONTRACTORS OR SUB-CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY TEAM, ITS SUB-CONTRACTORS OR ANYONE FOR WHOSE ACTS TEAM OR ITS SUB-CONTRACTOR MAY BE LIABLE, OR THE NEGLIGENCE OR WILLFUL ACT OF ANY SPECTATOR OR OTHER INVITEE OF TEAM .

INDEMNIFICATION FOR EMPLOYEE INJURY CLAIMS. WITHOUT LIMITING THE FOREGOING, AND TO THE FULLEST EXTENT PERMITTED BY LAW, TEAM HEREBY INDEMNIFIES AND HOLDS HARMLESS CITY FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, COSTS, AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY TO, OR SICKNESS, DISEASE OR DEATH OF, ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF TEAM, IT'S CONTRACTORS, OR SUB-CONTRACTORS, REGARDLESS OF WHETHER SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF CITY, IT BEING THE EXPRESSED INTENT OF TEAM AND CITY THAT IN SUCH EVENT TEAM IS TO INDEMNIFY, HOLD HARMLESS AND DEFEND CITY FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, WHETHER IT IS OR IS NOT ALLEGED TO BE THE SOLE OR CONCURRING CAUSE OF THE BODILY INJURY, SICKNESS, DISEASE OR DEATH OF TEAM'S EMPLOYEE OR THE EMPLOYEE OF ANY OF IT'S CONTRACTORS OR SUB-CONTRACTORS. WITH REGARD TO CLAIMS AGAINST ANY PARTY SEEKING INDEMNITY UNDER THIS LICENSE WHICH ARE MADE BY AN EMPLOYEE OF TEAM, IT'S CONTRACTORS, AND SUB-CONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY TEAM, IT'S CONTRACTORS AND SUB-CONTRACTORS, OR ANYONE FOR WHOSE ACTS TEAM, IT'S CONTRACTORS OR SUB-CONTRACTORS MAY BE LIABLE. THE INDEMNIFICATION OBLIGATION UNDER THIS LICENSE SHALL NOT BE LIMITED BY ANY LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR TEAM, ITS CONTRACTORS OR SUBCONTRACTORS OR ANY OTHER EMPLOYER UNDER WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER SIMILAR EMPLOYEE BENEFIT ACTS. TEAM SHALL PROCURE LIABILITY INSURANCE COVERING TEAM'S OBLIGATIONS UNDER THIS SECTION.

INDEMNIFICATION FOR COPYRIGHT INFRINGEMENT CLAIMS. IN ADDITION TO THE INDEMNIFICATION PROVIDED ABOVE, TEAM HEREBY INDEMNIFIES, AND HOLDS HARMLESS CITY FROM AND AGAINST ANY CLAIM, DAMAGE, LOSS, OR EXPENSE AND ATTORNEYS' FEES ARISING OUT OF OR RELATING TO ANY CLAIM AGAINST CITY ASSERTING INFRINGEMENT OR ALLEGED INFRINGEMENT OF A PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHT IN CONNECTION WITH TEAM'S USE OF THE FACILITY EXCEPT TO THE EXTENT THE INFRINGEMENT IS CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF CITY INDEMNITEES.

IT IS AGREED WITH RESPECT TO ANY LEGAL LIMITATIONS NOW OR HEREAFTER IN EFFECT AND AFFECTING THE VALIDITY OR ENFORCEABILITY OF THE INDEMNIFICATION OBLIGATIONS UNDER THIS LICENSE OR THE ADDITIONAL INSURED REQUIREMENTS UNDER THE INSURANCE REQUIRED BY THIS LICENSE, SUCH LEGAL LIMITATIONS ARE MADE A PART OF THE CONTRACTUAL OBLIGATIONS AND SHALL OPERATE TO AMEND THE OBLIGATIONS TO THE MINIMUM EXTENT NECESSARY TO BRING THE PROVISION INTO CONFORMITY WITH THE REQUIREMENTS OF SUCH LIMITATIONS, AND AS SO MODIFIED, THE OBLIGATIONS SHALL CONTINUE IN FULL FORCE AND EFFECT.

THE INDEMNIFICATION OBLIGATIONS CONTAINED IN THIS LICENSE SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS LICENSE FOR A PERIOD OF FOUR (4) YEARS.

Article V

Miscellaneous

5.1 **Default.** The following occurrences shall be considered “Events of Default”:

- (a) Team shall fail to pay any amount due hereunder to City when due and such default shall continue for a period of more than fifteen (15) days after written notice thereof has been given to the Party responsible for such payment;
- (b) Team shall fail to perform any other of its covenants or obligations hereunder and such default shall continue for a period of more than thirty (30) days after written notice thereof has been given to it;
- (c) Team shall: (i) become insolvent or generally not pay its debts as such debts become due; (ii) admit in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors; or (iii) institute or have instituted against it any proceeding seeking (x) to adjudicate it as bankrupt or insolvent, (y) any liquidation, winding-up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or (z) the entry of an order for the appointment of a receiver, trustee or other similar official for it or for any substantial part of its assets, and in each such case such proceeding is not terminated, stayed or set aside within a period of sixty (60) days after it is instituted; or
- (d) City fails to perform any of its covenants or obligations hereunder and such default shall continue for a period of more than thirty (30) days after written notice thereof to City.

If an Event of Default shall occur, the non-defaulting Party shall deliver written notice given to the defaulting Party and if such Event of Default is timely cured, the non-defaulting Party, without prejudice to any other right or remedy that may be available to the non-defaulting Party, whether under this License or otherwise at law or in equity, may terminate this License.

5.2 **Governing Law.** This License shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflict of law rules. Exclusive venue for any action shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

5.3 **Entire Agreement.** This License represents the entire agreement of the Parties hereto concerning the subject matter thereof to date and supersedes all previous documentation, agreements and correspondence between them pertaining to the same subject matter.

5.4 **Successors.** This License shall inure to the benefit of and be binding upon the respective successors and permitted assigns of each of the Parties hereto and of City.

5.5 **Notices.** Any notice required or permitted to be delivered hereunder shall be sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or by courier or otherwise hand delivered and shall be deemed delivered on the date of actual receipt:

To City:
City of Allen
Attn: Peter H. Vargas, City Manager
305 Century Parkway
Allen, Texas 75013

With a copy to:
Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard
Dallas, Texas 75201

To Team:
Sidekicks Sports Management, LLC
1000 W. Crosby, Suite 120
Carrollton TX 75006

With a copy to:
Bob Heckel, Chief Operating Officer
1000 W. Crosby, Suite 120
Carrollton TX 75006

or such other address as such Party may from time to time designate by notice in writing to the other Parties.

5.6 **Force Majeure.** The performance of the respective Parties hereto and their respective obligations hereunder shall be subject to force majeure, including, but not limited to, insurrections, riots, wars and warlike operations, explosions, epidemics, strikes, shortages of

supply, fires, accidents, acts of any public enemy or any similar occurrence beyond such Party's reasonable control, but the inability to make a monetary payment required by this License shall not of itself be an event of force majeure. Any Party temporarily excused from performance hereunder by any such circumstance shall use its best efforts to avoid, remove or cure such circumstances and shall resume performance with the utmost dispatch when such circumstances cease to apply. Any Party claiming force majeure as a reason for delay in performance shall give prompt notice in writing thereof to the other Party or Parties.

5.7 **Survival.** Any of the representations, warranties, covenants and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following termination of this License, including Sections 4.13 and Article 5, shall survive expiration or termination of this License.

5.8 **Counterparts and Facsimile Execution.** This License may be executed by the execution of one or more counterparts of the execution pages and the initialing of one or more counterparts of each page, which will be taken together and constitute the License, and one or more of such counterparts may be delivered by facsimile transmission.

5.9 **Recitals.** The recitals to this License are incorporated herein.

5.10 **Counterparts.** This License may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

5.11 **Exhibits.** Any exhibits to this License are incorporated herein by reference for all purposes wherever reference is made to the same.

5.12 **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this License shall survive termination.

5.13 **Representations.** Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that is granted and assumed under this License.

5.14 **Mutual Termination of Prior Agreement.** The Parties hereby mutually terminate the Original License Agreement effective on the Effective Date of this License.

(Signature page to follow)

EXECUTED on this _____ day of _____, 2015.

CITY OF ALLEN, TEXAS

By: _____
Peter H. Vargas, City Manager

ATTEST:

By: _____
Shelley George, City Secretary

APPROVED AS TO FORM:

By: _____
Peter G. Smith, City Attorney

EXECUTED on this _____ day of _____, 2015.

Sidekicks Sports Management, LLC

By: _____
Bob Heckel, Chief Operating Officer

Exhibit "A"
License Fee

License Fee for each exhibition, game or play-off Game.

| | |
|--|--------------------|
| Base Fee | \$ 7,750.00 |
| Premium Seat Option..... | \$ 0.00 |
| Base Level Service Fee | \$ 4,000.00 |
| Box Office Credit Card Fees | \$ 100.00 |
| Box Office Staff Fees | \$ 300.00 |
| Total Game/Event License Fee... | \$12,150.00 |

Administrative Fee

A \$3.50 Administrative Fee will be added to all Primary Box Office Sales and Internet Sales. Internet Promotions may waive the \$3.50 Administrative Fee. Secondary Box Office Sales may choose to waive the \$3.50 Administrative Fee.

For each ticket where an Administrative Fee has been collected, Team will be credited \$3 to be applied against License Fee.

Exhibit “B”
Base Level Service

- Base Game Conversion (set & strike)*
- Base Housekeeping (in-game & post game)
- Base Guest Services related to ticket taking / attendants / BOH*
- Base Audio/Visual (1 Technician for Usage Hours and Building AV inventory as is 10/1/2015)
- Food and Beverage promotions limited to (2) game promotions per season agreed upon by Parties for regular season or playoff date.
- Items above & beyond those determined as “Base” will be at the expense of Team

Base Game Conversion Includes:

- (2) Party Booths 10 x 16 (with tables and chairs on the North or South Concourse) *
- (2) Meeting Rooms (standard tables & chairs)
- (2) Glass/Field/Presidential Suites on Floor (12 people) *
- (1) Press Box (2 broadcast locations with connections) *
- (2) 4 hour use of building outside of games for special events
 - Set up not included
 - 2 event attendants will be provided
 - Event not to exceed 100 attendees
- (10) Kiosks Booths (4 on the South Concourse and 6 on the West Concourse) *
 - Includes table, chairs and backdrop. (Booths unoccupied at game time will be removed)
 - Additional booth available for purchase based on space availability
- (1) Merchant Booth (located in corner adjacent to box office) *
- Arena with sports playing surface and retractable seats extended with exception of limits due to permanent dasher boards, benches, penalty box, etc.

*Covers normal and standard event and operations with no additional pre-game or post-game events or activities. Item is capped at rate under normal and standard event operations. Any additional items or services shall be charged at the then rates and fees established by City, and paid by City.

**Exhibit “C”
Revenue Sharing**

Team shall be entitled to the following percentage of the Concession Revenue:

- Drop Count up to 4000 - 15%
- Drop Count of 4001-5000 - 20%
- Drop Count of 5001 or more - 25%

License shall be entitled to the following percentage of Concession Revenue for Premium Seats:

- Designated Premium Seats - 15%

Exhibit “D” Premium Seats

Team shall have the right to exercise option to sell the Premium Seats designated herein subject to the terms and conditions set forth in this Exhibit D on a per season option. The designated Premium Seats do not include any Suites or Loge seats subject to a prior contract, and does not include any food and beverages.

Suites:

Team is designated all available suites seats except for the suites retained by City and for which previous contracts exist.

City retains the following suites:

- North Side:
 - **208** (MGH), **209** (Naming Rights), **214** (AEC Building Use)
- South Side:
 - **221** (Team Owners Suite), **222** (COA Use)
 - **228** and **229** (Party Suite; which may be sold unless otherwise noted).

Loge:

- Team designated Loge Seats – 118 west/ 20 east
 - West Loge inventory = Entire 118 seats
 - East Loge inventory = Partial inventory of 20 seats
 - Determined annually, on or before October 1, based on Team game production needs.

Other Restrictions:

- Team is choosing to exercise option for use of suite/loge seat for games only
- No food included (separate packages available for purchase)
- Full season suite holders will have first right of refusal for similar seats for other events at market value. Combined with other City arena tenants, held premium level seats will not exceed 50% of available premium inventory.
- Team shall be responsible for collection of all applicable taxes.
- Team shall provide one (1) Premium Level representative.
- Team shall have exclusive right to sell birthday party suite packages during Team games.
- Suites 209 & 214 will be for entertainment of City existing clients, COA Boards, COA functions and sponsors but will not be sold in competition with Team Inventory unless approved by Team. Although, Suite 209 may be sold by City in conjunction with Building Naming Rights or Large Sponsorship.

Exhibit "E"
Food and Beverage

Specials

Dates and content of food and beverage specials shall be determined and agreed to by the Parties at least 45 days prior to Team's first home game during the League Season.

Special items sold at a discount for promotional purposes are non commissionable.

Number of Concession locations

The number and placement of Concession locations for food and beverage during the Applicable Usage Hours shall be at the sole discretion of City. Standard amount of Concession locations for a sporting event consists of 5 fixed Concession locations and additional portables as determined by City. Any additional Concession locations or portables requested by Team are not covered by the Base Service Level.

Meal Vouchers

Food and beverage voucher/coupon offerings and pricing shall be agreed to the Parties at least 45 days prior to Team's first home game during the League Season. Coupon/voucher sales are restricted to groups of 10 or more and are valid only for the specific event. City shall honor only City approved coupons/vouchers. City approved food and beverage coupons/vouchers may be redeemed for food and beverage at the Concessions at the face value thereof by patrons without change back. Team shall pay to City the face value of all food and beverage coupon/vouchers redeemed by patrons at the Facility at the settlement following each exhibition, game or play-off game, as the case may be. Team is responsible for the payment of any counterfeit coupons/vouchers redeemed by its patrons. The quantity of coupon/ voucher sales shall be reported to City 48 hours prior to scheduled event in order to facilitate efficient distribution of food and beverage.

Team Cash Coupons

Team cash coupon shall be agreed to by the Parties at least 45 days prior to Team's first home game during the League Season. Only City approved Team cash coupons may be redeemed for food and beverage at the Concessions at the face value thereof by patrons without change back. Team shall pay to City the face value of all Team Cash coupons redeemed by patrons at the Facility at the settlement following each exhibition, game or play-off game, as the case may be. Team is responsible for the payment of any counterfeit Team cash coupons redeemed by its patrons. The quantity of Team cash coupons shall be reported to City 48 hours prior to scheduled event.

Sampling

Food or Beverage sampling may be conducted by Team sponsors at locations determined by City and only after approval by the City Director of Food and Beverage prior to the applicable event.

Scout Fundraiser Sales

Any food or beverage fund raising sales conducted by organizations shall be approved by the Director of Food and Beverage prior to event and shall be at such locations approved by the Director.

VIP Bars

The request for VIP bars shall be submitted 72 hour prior to the event and will be honored subject to availability. Team shall pay the costs and charges for VIP Bars at the then current rates established by City and paid at the settlement following the applicable event. City may require a deposit for such service.

Item # 10

| |
|--|
| CITY COUNCIL AGENDA COMMUNICATION |
|--|

AGENDA DATE:

October 27, 2015

SUBJECT:

Receive the Capital Improvement Program (CIP) Status Reports.

STAFF RESOURCE:

Eric Cannon, Chief Financial Officer

ATTACHMENT

Active CIP Project Report for October 2015

Completed CIP Project Report for October 2015



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Active Status

Date: 10/19/2015

| Project Number | Project Description | Funding Sources | Completion Date | Project Estimate | Total Encumbrance & Expenditures | Percent Encumbered & Expended |
|----------------|-------------------------------------|--------------------------------------|-----------------|------------------|----------------------------------|-------------------------------|
| DR1401 | COTTONWOOD CREEK BANK STABILIZATION | GO BOND, NON BOND, CDC | 9/30/2016 | \$750,000 | \$656,872 | 87.6% |
| IT1201 | ADMINISTRATION SOFTWARE | REPLACEMENT FUND, GF | 9/30/2017 | \$2,670,999 | \$2,662,658 | 99.7% |
| IT1401 | PS DISPATCH & RECORD PHASE II | GO BONDS, NON BOND | 9/30/2016 | \$424,403 | \$0 | 0.0% |
| IT1501 | PUBLIC SAFETY SOFTWARE PHASE II | NON BOND | 9/30/2017 | \$30,000 | \$11,100 | 37.0% |
| PR0204 | TREE FARM | CDC, NON BONDS | 12/31/2015 | \$53,000 | \$35,781 | 67.5% |
| PR0418 | HERITAGE VILLAGE LANDSCAPE | NON BOND | 9/30/2016 | \$25,000 | \$7,909 | 31.6% |
| PR0804 | MOLSEN FARM | CDC, GO BOND, COLLIN COUNTY | 12/31/2016 | \$197,819 | \$102,175 | 51.7% |
| PR1206 | COTTONWOOD CREEK TRAIL HPP | CDC, COUNTY, FEDERAL GRANTS, GO BOND | 12/31/2016 | \$1,399,377 | \$924,497 | 66.1% |
| PR1208 | PUBLIC ART | GO BONDS, NON-BONDS | 9/30/2017 | \$448,830 | \$202 | 0.0% |
| PR1209 | WATTERS BRANCH COMMUNITY | GO BONDS, PARK DEDICATION | 9/30/2018 | \$3,750,000 | \$556,173 | 14.8% |
| PR1302 | PARK LAND ACQUISITION | GO BONDS | 9/30/2018 | \$3,038,442 | \$783 | 0.0% |
| PR1308 | ASP ARTIFICIAL TURF | CDC | 12/31/2015 | \$1,465,000 | \$1,371,461 | 93.6% |
| PR1313 | SECURITY CAMERAS PHASE II | CDC | 12/31/2015 | \$250,000 | \$195,672 | 78.3% |
| PR1401 | ALLEN HERITAGE VILLAGE (CD1401) | CDC, NON BOND | 9/30/2016 | \$1,612,000 | \$1,579,565 | 98.0% |
| PR1404 | TRAIL CONSTRUCTION | CDC | 9/30/2017 | \$1,127,619 | \$53 | 0.0% |
| PR1409 | CELEBRATION PARK SPRAYGROUND | CDC | 12/31/2015 | \$122,650 | \$87,216 | 71.1% |
| PR1412 | FORD POOL CONCEPT & DESIGN | CDC | 9/30/2016 | \$400,000 | \$212,500 | 53.1% |
| PR1414 | TCWC SIGNAGE @ US 75 | CDC | 12/31/2015 | \$45,061 | \$0 | 0.0% |
| PR1416 | TWIN CREEK PARK PHASE 2 | PARK DEDICATION | 9/30/2016 | \$246,453 | \$3,500 | 1.4% |
| PR1417 | ORCHARDS NEIGHBORHOOD PARK | CDC | 9/30/2016 | \$350,000 | \$39,050 | 11.2% |
| PR1418 | ASP FIELD #4 RECONSTRUCTION | CDC | 9/30/2015 | \$350,000 | \$334,604 | 95.6% |
| PR1421 | WINDRIDGE NEIGHBORHOOD PARK | CDC | 9/30/2016 | \$280,000 | \$0 | 0.0% |
| PR1422 | RECREATION LED SIGNS | CDC | 12/31/2015 | \$102,000 | \$0 | 0.0% |
| PR1501 | SPECIAL SERVICES EQUIPMENT | CDC | 12/31/2015 | \$63,000 | \$54,582 | 86.6% |
| PR1502 | BETHANY LAKES CONNECTOR TRAIL | CDC | 12/31/2015 | \$56,000 | \$18,055 | 32.2% |
| PR1503 | CARDIO FITNESS EQUIPMENT | CDC | 12/31/2015 | \$300,000 | \$279,334 | 93.1% |
| PR1505 | PARK PIER DECK REPLACEMENT | CDC | 12/31/2015 | \$30,000 | \$13,120 | 43.7% |
| PR1506 | AEC CHILLER & BRINE SYSTEM | CDC | 12/31/2015 | \$231,000 | \$167,738 | 72.6% |
| PR1507 | TCWC MISC EQUIPMENT | CDC | 12/31/2015 | \$44,990 | \$31,844 | 70.8% |
| PR1508 | JFRC BRIDGE REPLACEMENT | NON BONDS | 12/31/2016 | \$400,000 | \$44,400 | 11.1% |
| PR1509 | REED PARK IMPROVEMENTS | PARK DEDICATION | 12/31/2016 | \$61,330 | \$0 | 0.0% |
| PR1510 | JFRC RENOVATION | CDC | 12/31/2016 | \$74,600 | \$0 | 0.0% |
| PR1512 | DRN POOL DECK | CDC | 12/31/2016 | \$50,000 | \$26,913 | 53.8% |
| PS1303 | FIRE STATION #2 RECONSTRUCTION | GO BOND, NON BOND | 9/30/2017 | \$5,596,030 | \$5,257,149 | 93.9% |
| PS1305 | EXISTING FACILITIES UPGRADE | NON BOND | 9/30/2016 | \$22,302 | \$0 | 0.0% |
| PS1401 | PUBLIC SAFETY SYSTEMS | GO BONDS, NON BOND | 9/30/2017 | \$461,508 | \$0 | 0.0% |



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Active Status

Date: 10/19/2015

| Project Number | Project Description | Funding Sources | Completion Date | Project Estimate | Total Encumbrance & Expenditures | Percent Encumbered & Expended |
|----------------|-------------------------------------|--------------------|-----------------|------------------|----------------------------------|-------------------------------|
| PS1501 | CITY HALL BASEMENT REMODEL | NON BOND | 9/30/2016 | \$703,756 | \$576,533 | 81.9% |
| ST0316 | FM 2551 | FACILITY AGREEMENT | 9/30/2016 | \$1,094,147 | \$0 | 0.0% |
| ST0704 | STACY PHASE II GREENVILLE TO ANGEL | NON BOND | 9/30/2017 | \$1,100,605 | \$1,070,616 | 97.3% |
| ST1104 | STACY / GREENVILLE TRAFFIC SIGNAL | NON BOND | 10/31/2017 | \$130,000 | \$12,334 | 9.5% |
| ST1202 | RIDGEVIEW - WATTERS TO US 75 | GO BOND, NON BOND | 9/30/2016 | \$1,599,576 | \$499,575 | 31.2% |
| ST1302 | EXCHANGE PHASE 1 ALMA-ALLEN HEIGHT | GO BOND, NON BOND | 12/31/2015 | \$5,439,624 | \$5,395,314 | 99.2% |
| ST1303 | CHAPARRAL STREET LIGHTS | NON BOND | 9/30/2016 | \$72,861 | \$0 | 0.0% |
| ST1308 | REIDGEVIEW - ALMA TO STACY | NON BOND, BOND | 4/30/2016 | \$6,080,905 | \$5,706,319 | 93.8% |
| ST1313 | US 75 TRAFFIC SIGNALS | NON BOND | 12/31/2016 | \$160,000 | \$150,266 | 93.9% |
| ST1314 | TRAFFIC SIGNAL WATTERS & BOSSY BOOT | NON BOND | 12/31/2015 | \$150,000 | \$662 | 0.4% |
| ST1401 | FY14 STREET & ALLEY REPAIR | BOND, NON BOND | 9/30/2015 | \$1,292,241 | \$1,219,047 | 94.3% |
| ST1402 | SHARROWS BIKE ROUTE | CDC | 12/31/2014 | \$50,000 | \$49,999 | 100.0% |
| ST1403 | MONTGOMERY BLVD EXTENSION | NON BOND | 9/30/2016 | \$3,270,667 | \$2,922,741 | 89.4% |
| ST1501 | OLSEN & BEVERLY EL SIDEWALK | NON BOND | 9/30/2016 | \$200,000 | \$0 | 0.0% |
| ST1502 | FY15 STREET & ALLEY REPAIR | GO BOND, NON BOND | 9/30/2016 | \$797,067 | \$0 | 0.0% |
| ST1503 | ALMA DR WIDENING | NON BOND | 12/31/2017 | \$430,000 | \$344,490 | 80.1% |
| ST1504 | 2015 INTERSECTION IMPROVEMENT | NON BOND | 12/31/2016 | \$311,850 | \$86,850 | 27.8% |
| ST1505 | 2015 TRAFFIC SIGNAL FLASHING YELLOW | NON BOND | 9/30/2016 | \$50,000 | \$6,803 | 13.6% |
| WA0401 | US 75 LIFT STATION +12" FRC MN | NON BOND | 9/30/2017 | \$450,054 | \$12,443 | 2.8% |
| WA1105 | EDC WATERLINE PROJECTS | NON BONDS | 9/30/2017 | \$1,910,638 | \$29,733 | 1.6% |
| WA1203 | PUMP STATION IMPROVEMENTS | W&S CIP | 9/30/2017 | \$462,079 | \$110,460 | 23.9% |
| WA1204 | LIFT STATION IMPROVEMENTS | W&S CIP | 9/30/2017 | \$344,871 | \$76,231 | 22.1% |
| WA1308 | RIDGVIEW DR WATERLINE | W&S CIP | 10/31/2015 | \$119,095 | \$119,095 | 100.0% |
| WA1402 | W&S SCADA SYSTEM UPGRADE | W&S CIP | 9/30/2017 | \$500,000 | \$47,000 | 9.4% |
| WA1403 | FOUNTAIN PARK 1&2 W/S REHABILITATIO | W&S CIP | 9/30/2017 | \$4,756,776 | \$2,332,295 | 49.0% |
| WA1501 | COTTONWOOD CREEK 21" SEWER LINE | W&S CIP | 9/30/2017 | \$1,050,000 | \$860,794 | 82.0% |
| WA1503 | MONTGOMERY BLOULEVARD EXTENSION | W&S CIP | 3/31/2016 | \$129,333 | \$129,332 | 100.0% |



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Completed Status

Date: 10/19/2015

| Project Number | Project Description | Funding Sources | Completion Date | Project Estimate | Total Encumbrance & Expenditures | Percent Encumbered & Expended |
|----------------|-------------------------------------|---------------------|-----------------|------------------|----------------------------------|-------------------------------|
| PR1310 | ALLEN STATION PARK IMPROVEMENT | CDC | 9/30/2015 | \$115,114 | \$115,114 | 100.0% |
| PR1403 | JFRC OFFICE CONSTRUCTION | CDC | 9/30/2015 | \$38,908 | \$38,908 | 100.0% |
| PR1405 | EAST ROWLETT CREEK TRAIL CONNECTION | CDC, NON-BONDS | 6/30/2015 | \$193,478 | \$193,478 | 100.0% |
| PR1406 | AEC DASHER BOARDS & STORAGE | CDC | 9/30/2015 | \$152,031 | \$152,031 | 100.0% |
| PR1408 | HILLSIDE POCKET PARK DESIGN | CDC | 9/30/2015 | \$282,888 | \$282,888 | 100.0% |
| PR1410 | DRN RENOVATION POOL & PUMP | CDC, NON BOND | 9/30/2015 | \$309,244 | \$309,244 | 100.0% |
| PR1511 | TRAIL MAINTENANCE FY2015 | CDC | 8/28/2015 | \$18,473 | \$18,473 | 100.0% |
| PS1408 | EXISTING FACILITIES UPGRADE | GO BONDS | 7/8/2015 | \$144 | \$144 | 100.0% |
| ST1309 | BRAY CENTRAL WIDENING | NON BONDS, GO BONDS | 9/25/2015 | \$1,189,423 | \$1,189,423 | 100.0% |
| WA1303 | EXCHANGE PHASE 1 ALMA-ALLEN HEIGHT | W&S CIP | 9/30/2015 | \$80,825 | \$80,825 | 100.0% |



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Closed to Fixed Assets

Date: 8/12/2015

| Project Number | Fixed Assets # | Project Description | Completion Date | Project Estimate | Project Total Costs |
|----------------|----------------|----------------------------|-----------------|------------------|---------------------|
| CD0102 | 88 | FIRE & WEATHER SAFETY TRL | 9/30/2001 | \$39,722 | \$39,722 |
| CD0201 | 1416 | HERITAGE GLD HISTORIC VLG | 4/22/2011 | \$1,271,706 | \$1,271,704 |
| CD0401 | 628 | HISTORICAL VLG LAND | 9/30/2004 | \$126,549 | \$126,549 |
| CD1101 | 9999 | HERITAGE GLD HISTORIC VLG | 12/19/2014 | \$426 | \$426 |
| CD1301 | 1650 | HERITAGE VILLAGE RESTROOM | 4/9/2013 | \$161,965 | \$161,965 |
| DR0311 | 742 | TWIN CREEKS DRAINAGE | 9/30/2005 | \$703,849 | \$703,847 |
| DR0401 | 703 | DRAINAGE REPLACEMENTS | 9/30/2005 | \$72,991 | \$72,991 |
| DR0601 | 1096 | FOREST GROVE | 9/12/2008 | \$18,993 | \$18,992 |
| DR0602 | 1188 | BOWLING ALLEY DRAINAGE | 4/16/2009 | \$439,863 | \$439,863 |
| DR0701 | 1100 | ROWLETT CREEK FLOODPLAIN | 9/18/2008 | \$30,133 | \$30,132 |
| DR0801 | 1230 | BUCKINGHAM DRAINAGE REHAB | 8/10/2009 | \$23,569 | \$23,569 |
| DR0803 | 1258 | FOUNTAIN GATE ALLEY DRAIN | 12/14/2009 | \$97,839 | \$97,838 |
| DR1101 | 1464 | WATTERS CREEK FLP TRAILS | 1/23/2012 | \$28,321 | \$28,320 |
| DR1201 | 1516 | PALACE WAY RE-ROUTE INLET | 8/17/2012 | \$65,069 | \$65,068 |
| DR1202 | 1540 | SPRING MEADOW DRAINAGE | 11/30/2012 | \$122,010 | \$122,010 |
| DR1301 | 9999 | OLD STONE DAM GABION EXT | 3/13/2015 | \$440,694 | \$440,693 |
| DR9301 | 576 | MUSTANG CREEK | 9/30/2003 | \$1,123,034 | \$1,123,034 |
| DR9905 | 445 | HILLSIDE DRAINAGE | 9/30/2004 | \$252,944 | \$252,944 |
| DR9906 | 339 | HISTORIC DAM | 9/30/2003 | \$333,226 | \$333,226 |
| EC0801 | 1356 | EVENT CENTER BUILDING | 9/27/2010 | \$51,938,486 | \$51,938,482 |
| EC0802 | 1259 | EVENT CTR PARKING GARAGE | 1/13/2010 | \$8,090,000 | \$8,090,000 |
| EC0803 | 1231 | EVENT CTR INFRASTRUCTURE | 9/30/2009 | \$13,281,025 | \$13,281,025 |
| ED0201 | 322 | MILLENIU TECH | 9/30/2002 | \$963,788 | \$963,588 |
| ED0301 | 318 | MILLENIU TECH, PH 2 | 6/7/2006 | \$1,017,817 | \$1,017,817 |
| ED0302 | 628 | CENTURY @ BUTLER LAND | 6/7/2006 | \$597,488 | \$587,361 |
| ED8900 | 862 | RIDGEMONT | 9/30/2006 | \$547,613 | \$547,613 |
| ED8910 | 768 | MILLENIU CORPORATE CNTR | 6/7/2006 | \$3,277,340 | \$3,277,340 |
| G05011 | 697 | SW GRAPPLE TRUCK | 9/30/2005 | \$89,473 | \$89,410 |
| G10007 | 1441 | ALLEN ST PK RECYCLING PRG | 9/30/2011 | \$60,753 | \$27,763 |
| GRA002 | 1330 | ARRA-FIRE STATION #5 | 4/26/2013 | \$4,192,446 | \$5,995,568 |
| GRA003 | 1457 | ARRA ENERGY EFF BLOCK | 9/26/2011 | \$721,273 | \$721,272 |
| GRA004 | 1370 | ARRA-JAG-DIGITAL VIDEO SYS | 8/19/2011 | \$227,445 | \$227,444 |
| GRA005 | 1389 | TRRA-TRAFFIC SYNCH/REPLMT | 6/30/2012 | \$488,803 | \$881,303 |
| GRA006 | 1541 | ARRA E E ONCOR REBATE | 1/31/2013 | \$352,066 | \$352,065 |
| IS0305 | 313 | IT CONDUIT/PHONE SYS,PH1 | 9/30/2005 | \$80,240 | \$80,240 |
| IS0306 | 998 | IT CONDUIT/PHONE SYS,PH2 | 12/20/2007 | \$83,225 | \$83,225 |
| IS0406 | 388 | CIVIC BLDGS IMPRV, PH3 | 9/30/2005 | \$52,666 | \$52,666 |
| IS0501 | 866 | SERVICE CTR LAND ACQUISIT | 8/31/2006 | \$2,451,091 | \$2,451,091 |



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Closed to Fixed Assets

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| Project Number | Fixed Assets # | Project Description | Completion Date | Project Estimate | Project Total Costs |
|----------------|----------------|---------------------------|-----------------|------------------|---------------------|
| IS0503 | 850 | PUMP STATION PWR FACTOR C | 9/7/2006 | \$27,666 | \$27,666 |
| IS0504 | 313 | CITY HALL BLDG IMPROVEMNT | 2/28/2006 | \$18,802 | \$18,800 |
| IS0505 | 545 | NATATORIUM POWER FACTOR C | 3/22/2006 | \$30,000 | \$30,000 |
| IS0601 | 877 | CITY HALL REMODEL 2006 | 6/20/2007 | \$29,700 | \$29,700 |
| IS0602 | 387 | CITY HALL ANNEX RMDL 2006 | 3/22/2007 | \$19,722 | \$19,720 |
| IS0702 | 377 | FIRE STATION #2 ROOF | 9/21/2007 | \$50,038 | \$50,038 |
| IS0703 | 1121 | IT DATA CENTER @CITY HALL | 9/30/2008 | \$506,061 | \$506,060 |
| IS0704 | 984 | FIRE STATION #1 CARPET | 9/21/2007 | \$14,535 | \$14,534 |
| IS0705 | 984 | FIRE STATION #1 WRK ROOM | 9/21/2007 | \$2,301 | \$2,301 |
| IT0701 | 1649 | PS DISPATCH & RECORDS SYS | 3/26/2014 | \$2,015,320 | \$2,015,318 |
| IT0801 | 1251 | IT PUBLIC SAFETY WIRELESS | 2/10/2010 | \$569,951 | \$569,951 |
| IT1202 | 9999 | GIS PLAN | 4/29/2015 | \$26,980 | \$26,980 |
| LB0101 | 693 | MAIN LIBRARY | 8/31/2006 | \$11,855,075 | \$11,855,075 |
| LB0401 | 848 | LIBRARY-ADAPTIVE RE-USE | 9/30/2007 | \$1,162,673 | \$1,162,672 |
| LB0501 | 863 | LIBRARY BOOKS | 8/25/2006 | \$100,000 | \$99,999 |
| LB0601 | 1301 | LIBRARY ARTWORK OCEANO | 8/10/2010 | \$130,192 | \$130,192 |
| LB0701 | 885 | MAIN LIBRARY PHASE II | 9/6/2007 | \$7,533 | \$7,532 |
| PR0002 | 575 | NATATORIUM | 9/30/2003 | \$9,983,369 | \$9,983,369 |
| PR0003 | 357 | BETHANY LAKES AMEN.BLDG. | 9/30/2003 | \$355,158 | \$355,146 |
| PR0004 | 580 | CELEBRATION PARK | 9/30/2003 | \$6,797,817 | \$6,797,814 |
| PR0005 | 743 | TRAILS CONSTRUCTION | 11/4/2005 | \$606,464 | \$606,464 |
| PR0006 | 334 | MEDIAN BEAUTIFICATION | 9/30/2002 | \$131,333 | \$131,333 |
| PR0007 | 561 | ALLEN STA PRK PH.1B | 9/30/2003 | \$640,777 | \$640,777 |
| PR0008 | 420 | GLNDVR,BETHNY,TWNCRK | 9/30/2003 | \$803,452 | \$803,452 |
| PR0009 | 233 | BOLIN/SUNCREEK PRK | 9/30/2002 | \$866,922 | \$866,922 |
| PR0011 | 227 | CITY HALL LANDSCAPE PH2 | 9/30/2002 | \$455,665 | \$455,665 |
| PR0101 | 233 | BOLIN PARK FENCE | 9/30/2002 | \$85,408 | \$85,408 |
| PR0102 | 746 | ALLEN STATION PARK, PH 2 | 6/4/2007 | \$6,545,273 | \$6,545,273 |
| PR0103 | 456 | HERITAGE HOUSE TRAINDEPOT | 9/30/2003 | \$605,706 | \$605,706 |
| PR0104 | 864 | CIVIC CENTER PLAZA | 8/18/2006 | \$1,701,449 | \$1,701,446 |
| PR0105 | 987 | SPRING MEADOWS PARK | 1/2/2008 | \$574,240 | \$574,238 |
| PR0106 | 764 | COM. PARK ACQUISITION #1 | 3/30/2006 | \$2,860,834 | \$2,860,834 |
| PR0107 | 368 | LOST CREEK PARK | 9/30/2003 | \$310,140 | \$310,140 |
| PR0109 | 566 | FORD EAST PARK RENOVATION | 9/30/2005 | \$232,147 | \$232,147 |
| PR0110 | 566 | FORD WEST PLAYGROUND | 9/30/2003 | \$47,937 | \$47,937 |
| PR0111 | 570 | CTTNWOOD BEND PLAYGROUND | 9/30/2003 | \$58,008 | \$58,007 |
| PR0112 | 432 | REED PARK PLAYGROUND | 9/30/2003 | \$65,847 | \$65,846 |
| PR0113 | 369 | CELEBRATION PLAYGROUND | 9/30/2003 | \$206,276 | \$206,277 |



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Closed to Fixed Assets

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| Project Number | Fixed Assets # | Project Description | Completion Date | Project Estimate | Project Total Costs |
|----------------|----------------|---------------------------|-----------------|------------------|---------------------|
| PR0114 | 391 | PARK ACQUISITION #2 | 9/30/2003 | \$587,080 | \$587,080 |
| PR0115 | 711 | STACY RIDGE PARK | 9/30/2005 | \$557,444 | \$557,444 |
| PR0116 | 359 | MAIN ST LANDSCAPING | 9/30/2003 | \$205,907 | \$205,907 |
| PR0117 | 577 | VALCON SYSTEM | 9/30/2003 | \$130,207 | \$130,207 |
| PR0201 | 896 | COLLIN SQUARE GREENBELT | 12/14/2006 | \$4,700 | \$4,700 |
| PR0202 | 1384 | HILLSIDE PARK | 12/13/2010 | \$18,105 | \$18,105 |
| PR0203 | 716 | STORY PARK | 9/30/2005 | \$609,312 | \$609,312 |
| PR0206 | 376 | FIRE STA #1 REMODEL | 9/30/2004 | \$123,736 | \$123,736 |
| PR0207 | 336 | SIX CITIES TRAIL | 9/30/2002 | \$7,500 | \$7,500 |
| PR0208 | 9999 | PERFORMING ARTS (ACC) | 4/30/2015 | \$2,880,739 | \$3,020,738 |
| PR0211 | 301 | BLUFF @ LOST CREEK PH 2 | 9/30/2002 | \$300,000 | \$300,000 |
| PR0302 | 1289 | JUPITER PARK | 5/12/2010 | \$20,990 | \$20,990 |
| PR0303 | 1011 | PARK SIGNAGE | 1/15/2008 | \$56,336 | \$56,336 |
| PR0304 | 696 | WATTERS CREEK TRAIL | 9/30/2005 | \$231,979 | \$231,979 |
| PR0306 | 233 | BOLIN/SUNCREEK PARK PH2 | 9/30/2003 | \$3,927 | \$3,927 |
| PR0307 | 389 | FORD POOL RENOVATION | 9/30/2003 | \$83,753 | \$83,317 |
| PR0308 | 840 | SENIOR CITIZENS CENTER | 9/7/2007 | \$4,807,328 | \$4,804,321 |
| PR0309 | 660 | TWN CRK 3, IRRIGATION | 9/30/2004 | \$39,723 | \$39,723 |
| PR0401 | 820 | LOST CREEK, PH 3 | 12/30/2005 | \$340,000 | \$340,000 |
| PR0402 | 1529 | DAYSRING NATURE PRESERVE | 9/30/2012 | \$532,154 | \$532,153 |
| PR0403 | 865 | CELEBRATION ADDITIONS #1 | 8/18/2006 | \$400,406 | \$400,404 |
| PR0405 | 1365 | TRAILS CONSTRUCTION, PH 3 | 9/29/2010 | \$367,674 | \$367,672 |
| PR0406 | 763 | ALLENWOOD PARK DEVELOPMNT | 4/14/2009 | \$1,031,507 | \$1,031,506 |
| PR0407 | 432 | REED PARK, PH 2 | 9/30/2005 | \$10,320 | \$10,320 |
| PR0409 | 904 | NATATORIUM PH 1B | 1/2/2007 | \$5,000 | \$4,850 |
| PR0410 | 456 | HERITAGE CNTR,PH1B | 9/30/2004 | \$21 | \$21 |
| PR0412 | 817 | GLENDOVER NP, PH2 | 12/31/2005 | \$277,024 | \$277,024 |
| PR0413 | 818 | BETHANY RIDGE NP, PH2 | 12/31/2005 | \$173,514 | \$173,514 |
| PR0414 | 819 | DAYSRING NP (TWN CRK) | 12/31/2005 | \$39,208 | \$39,208 |
| PR0415 | 740 | QUAIL RUN PARK | 8/16/2006 | \$403,664 | \$403,664 |
| PR0419 | 937 | JUPITER RD STORAGE FAC | 6/22/2007 | \$36,331 | \$36,331 |
| PR0420 | 748 | CHASE OAKS GC-TAX EXEMPT | 7/3/2007 | \$5,350,272 | \$5,350,268 |
| PR0422 | 765 | CHASE OAKS GC-TAXABLE | 9/30/2006 | \$919,887 | \$919,883 |
| PR0503 | 821 | BETHANY LAKES PLAYGROUND | 12/31/2005 | \$114,201 | \$114,201 |
| PR0504 | 1206 | ALLEN BARK PARK | 6/17/2009 | \$21,323 | \$21,323 |
| PR0505 | 911 | HERITAGE PARK BRIDGE | 3/14/2007 | \$184,255 | \$184,255 |
| PR0507 | 1012 | BRIDGEWATER CROSSING R.A. | 1/17/2008 | \$120,653 | \$120,652 |
| PR0508 | 1403 | FOX HOLLOW RECREATION A. | 3/16/2011 | \$102,355 | \$102,354 |



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Closed to Fixed Assets

Date: 8/12/2015

| Project Number | Fixed Assets # | Project Description | Completion Date | Project Estimate | Project Total Costs |
|----------------|----------------|---------------------------|-----------------|------------------|---------------------|
| PR0509 | 1221 | FORD POOL REDEVLMNT PLAN | 7/24/2009 | \$74,500 | \$74,500 |
| PR0511 | 390 | FORD PARK EAST IMPRVMNTS | 9/30/2005 | \$2,505 | \$2,505 |
| PR0512 | 383 | J FARMER RCQTBL CT REPLCM | 9/30/2005 | \$51,899 | \$51,899 |
| PR0513 | 744 | COTTONWOOD PARK PH 1B | 9/30/2005 | \$4,750 | \$4,750 |
| PR0514 | 1449 | 6 CITIES TRL CONNECTION 8 | 9/20/2011 | \$712,027 | \$712,026 |
| PR0602 | 1116 | CMPTR CNTRLS/IRRIG+LIGHTS | 9/30/2008 | \$143,995 | \$143,995 |
| PR0603 | 1135 | CELEBRATION #2 SPRAYGRD | 12/11/2008 | \$125,545 | \$125,545 |
| PR0604 | 1213 | COUNTRY MEADOW PARK IMP#2 | 6/30/2009 | \$211,153 | \$211,152 |
| PR0605 | 870 | BETHANY LAKES DISCGOLF EQ | 9/7/2006 | \$21,071 | \$21,070 |
| PR0607 | 849 | CHASE OAKS CLUBHOUSE IMP | 12/31/2007 | \$175,619 | \$175,618 |
| PR0608 | 859 | FORD PARK WEST-HOCKY WALL | 8/30/2006 | \$24,980 | \$24,980 |
| PR0609 | 1450 | BETHANY LAKES VETERAN'S | 9/20/2011 | \$263,513 | \$263,513 |
| PR0610 | 1079 | HOCKEY STORAGE FACILITY | 8/19/2008 | \$5,000 | \$5,000 |
| PR0612 | 871 | RESERVATION MESSAGE BOARD | 9/7/2006 | \$4,880 | \$4,880 |
| PR0613 | 1003 | CHASE OAKS PAVILION ENCLO | 12/14/2007 | \$210,800 | \$210,799 |
| PR0615 | 1290 | CHASE OAKS IMPROVEMENT II | 5/11/2010 | \$239,603 | \$239,602 |
| PR0701 | 952 | PARK LAND ACQUISITION #3 | 9/24/2010 | \$6,961 | \$6,960 |
| PR0702 | 903 | WINDRIDGE NEIGHBORHOOD PK | 2/13/2013 | \$144,320 | \$144,320 |
| PR0703 | 1451 | SHADOW LAKES GREENBELT | 9/21/2011 | \$78,423 | \$78,422 |
| PR0704 | 1136 | JFRC RENOVATION PHASE 1 | 12/17/2008 | \$22,170 | \$22,169 |
| PR0705 | 1390 | PARK COMP SECURITY SYSTEM | 6/30/2012 | \$153,000 | \$152,999 |
| PR0706 | 1252 | MOLSEN FARM MASTER PLAN | 2/3/2010 | \$25,000 | \$25,000 |
| PR0707 | 1222 | SHADE STRUC @ BALLFIELDS | 7/24/2009 | \$215,513 | \$215,512 |
| PR0708 | 989 | EX EQUIPMENT @ JFRC & DRN | 6/2/2008 | \$275,790 | \$275,790 |
| PR0709 | 1219 | ASP II BRIDGE DECK | 7/9/2009 | \$36,162 | \$36,162 |
| PR0711 | 951 | WATER FORD PARK PH 5 NP | 5/28/2010 | \$745,350 | \$745,349 |
| PR0722 | 986 | CHASE OAKS GC-TAXABLE PH2 | 12/26/2007 | \$19,811 | \$19,811 |
| PR0801 | 1253 | SHADE @ CELEBRATION PARK | 1/28/2010 | \$78,936 | \$78,935 |
| PR0802 | 1077 | FORD SOFTBALL IMPROVEMENT | 8/12/2008 | \$59,366 | \$59,366 |
| PR0803 | 1047 | DRN UV H2O TREATMENT PKG | 3/31/2008 | \$60,650 | \$60,650 |
| PR0805 | 1223 | BETHANY LAKES PIER | 7/30/2009 | \$43,883 | \$43,883 |
| PR0807 | 1076 | TWIN CREEK NP | 8/7/2008 | \$465,191 | \$465,190 |
| PR0808 | 1137 | POLICE MONUMENT SIGN | 12/11/2008 | \$33,750 | \$33,750 |
| PR0809 | 1547 | MORGAN CROSS PARK | 2/14/2013 | \$422,414 | \$422,412 |
| PR0810 | 1452 | CELEBRATION PASS PED TRL | 9/21/2011 | \$686,942 | \$687,604 |
| PR0811 | 1043 | BOLIN PARK ACCESSIBILITY | 3/25/2008 | \$12,178 | \$12,178 |
| PR0812 | 1262 | WATTERS BRANCH BRIDGE | 3/2/2010 | \$175,659 | \$175,658 |
| PR0813 | 1372 | CANCER WALK OF HOPE | 9/30/2010 | \$46,347 | \$46,347 |



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|----------------|----------------|---------------------------|-----------------|------------------|---------------------|
| PR0815 | 1539 | CELEBRATION PARK PHASE II | 11/12/2012 | \$3,689,341 | \$3,689,339 |
| PR0816 | 1132 | OUTDOOR CINEMA SYSTEM | 1/28/2009 | \$19,902 | \$19,902 |
| PR0901 | 1196 | PATIENT MOBILE TRANSPORT | 8/18/2009 | \$24,963 | \$24,962 |
| PR0902 | 1291 | IRRIGATION CONTROL | 5/12/2010 | \$83,835 | \$83,835 |
| PR0903 | 1232 | GRAFFITI REMOVAL MACHINE | 8/20/2009 | \$53,850 | \$53,850 |
| PR0904 | 1191 | SCOREBOARDS (ASP/BOLIN) | 4/22/2009 | \$35,554 | \$35,554 |
| PR0905 | 1237 | STORAGE SHED | 9/16/2009 | \$8,380 | \$8,380 |
| PR0906 | 1220 | TREE SPADE | 7/16/2009 | \$31,819 | \$31,819 |
| PR0907 | 1214 | STACY RD - VILLAGES TRAIL | 6/30/2009 | \$70,181 | \$70,181 |
| PR0909 | 1292 | WALDEN PARK RENOVATION | 8/30/2010 | \$89,892 | \$89,892 |
| PR0910 | 1600 | BETHANY LAKES IMPROVEMENT | 7/10/2013 | \$155,702 | \$155,702 |
| PR1001 | 1509 | FIRE STATION #5 ARTWORK | 7/16/2012 | \$60,180 | \$60,179 |
| PR1002 | 1647 | CHASE OAKS IMPROVEMENTIII | 3/16/2014 | \$9,679,670 | \$9,679,669 |
| PR1003 | 1442 | JUPITER PARK II | 8/10/2011 | \$248,961 | \$248,961 |
| PR1004 | 1619 | HILLSIDE WELLNESS PARK | 9/30/2013 | \$419,121 | \$419,120 |
| PR1005 | 1350 | IRRIGATION CONTROL FY2010 | 8/12/2010 | \$124,941 | \$124,941 |
| PR1006 | 1396 | SUNCREEK PK DRAINAGE IMP | 7/31/2011 | \$93,528 | \$93,528 |
| PR1008 | 1446 | CH ART BLACKLAND PRAIRIE | 9/14/2011 | \$205,045 | \$205,044 |
| PR1101 | 1386 | EVENT CENTER PHASE II | 2/22/2013 | \$156,295 | \$156,294 |
| PR1102 | 1448 | WATTERS BRANCH PARK LAND | 9/20/2011 | \$4,249,854 | \$4,249,853 |
| PR1103 | 1417 | JFRC DUMPSTER ENCLOSURE | 4/27/2011 | \$17,776 | \$17,776 |
| PR1105 | 1648 | WATTERS CROSSING IMPROVE | 3/16/2014 | \$371,037 | \$371,037 |
| PR1106 | 1567 | EXCHANGE PARKWAY ART | 4/9/2013 | \$203,015 | \$203,015 |
| PR1107 | 1447 | ORCHARDS LAND ACQUISITION | 9/14/2011 | \$121,333 | \$121,333 |
| PR1201 | 1606 | RECYCLING @ CELEBRATION | 7/10/2013 | \$79,151 | \$79,150 |
| PR1202 | 1465 | STARCREEK LAND | 9/18/2012 | \$42,802 | \$42,801 |
| PR1205 | 1466 | EVENT CENTER SCOREBOARD | 4/22/2012 | \$500,000 | \$500,000 |
| PR1207 | 1508 | BOLIN ATHLETIC FENCE UPGR | 7/12/2012 | \$43,331 | \$43,331 |
| PR1210 | 1573 | FORD PARK N TRAIL IMPROVE | 4/22/2013 | \$92,877 | \$92,876 |
| PR1211 | 1500 | ATHLETIC FIELD FENCE SLAT | 5/14/2012 | \$17,708 | \$17,707 |
| PR1212 | 1518 | PARKS IRRIGATION CONTROL | 8/24/2012 | \$54,915 | \$54,915 |
| PR1213 | 1522 | FENCE ARCHEOLOGICAL RUINS | 9/18/2012 | \$5,878 | \$5,878 |
| PR1214 | 9999 | EVENT CENTER RECYCLING | 8/8/2014 | \$73,620 | \$32,144 |
| PR1304 | 9999 | TRAIL CONSTRUCTION FY2013 | 9/30/2013 | \$34,016 | \$34,016 |
| PR1305 | 1543 | WOODLAND PK TRAIL CONNECT | 1/31/2013 | \$16,542 | \$16,542 |
| PR1306 | 1674 | EVENT CENTER PHASE III | 9/30/2014 | \$153,244 | \$153,222 |
| PR1307 | 9999 | E BETHANY DR LANDSCAPING | 11/20/2013 | \$287,408 | \$287,408 |
| PR1309 | 1620 | FORD PARK LIGHTING SYSTEM | 9/30/2013 | \$16,200 | \$16,200 |



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|----------------|----------------|---------------------------|-----------------|------------------|---------------------|
| PR1312 | 9999 | ADVERTISING MONITORS | 4/14/2015 | \$9,720 | \$9,720 |
| PR1407 | 9999 | EDGE ASP RESTROOM PARTITI | 8/8/2014 | \$5,930 | \$5,930 |
| PR1413 | 9999 | GREENVILLE HEIGHTS IMPROV | 9/18/2014 | \$53,435 | \$53,434 |
| PR1415 | 9999 | SENIOR RC SOUND SYSTEM | 9/18/2014 | \$14,844 | \$14,843 |
| PR1419 | 1673 | COTTONWOOD CK SCULPTURE | 12/16/2014 | \$17,750 | \$17,750 |
| PR1420 | 9999 | ACIR ACOUSTIC BAFFLES | 5/12/2015 | \$22,014 | \$22,013 |
| PS0001 | 388 | POLICE BLDG EXPANSION | 9/30/2003 | \$4,628,393 | \$4,628,393 |
| PS0004 | 546 | CENTRAL FIRE STATION | 9/30/2003 | \$4,300,041 | \$4,300,041 |
| PS0201 | 730 | FIRE STA APPARATUS | 9/30/2005 | \$349,981 | \$349,981 |
| PS0301 | 629 | EMERGENCY MGMT WARNG SYST | 9/30/2005 | \$294,713 | \$294,713 |
| PS0302 | 374 | EXHST SYS STA3&4 | 9/30/2003 | \$17,110 | \$17,110 |
| PS0304 | 546 | CNTRL FIRE ST GARAGE | 9/30/2004 | \$143,452 | \$143,452 |
| PS0305 | 630 | CNTRL FIRE STA RENOVATION | 9/30/2004 | \$31,902 | \$31,902 |
| PS0306 | 691 | FIRE STA 2 3&4 RENOVATION | 9/30/2005 | \$36,975 | \$36,975 |
| PS0401 | 388 | POLICE STA ADDITIONS | 9/30/2004 | \$60,867 | \$60,867 |
| PS0402 | 927 | PARKING LOT EXPNSN-POLICE | 4/16/2007 | \$245,443 | \$245,442 |
| PS0403 | 546 | FIRE STATION IMPRVMT | 9/30/2005 | \$11,980 | \$11,980 |
| PS0701 | 1352 | SERVICE CTR/PS TRAINING | 7/18/2012 | \$14,179,521 | \$14,179,518 |
| PS0801 | 1240 | JAIL EXPANSION | 9/25/2009 | \$735,220 | \$735,220 |
| PS0802 | 1361 | ANIMAL SHELTER EXPANSION | 3/18/2011 | \$1,065,565 | \$1,065,564 |
| PS0803 | 1597 | FIRE STATION #6 | 6/10/2013 | \$59,199 | \$59,199 |
| PS0901 | 1618 | PS COMMUNICATION SYSTEMS | 11/14/2013 | \$4,203,220 | \$4,203,218 |
| PS1001 | 1360 | COMMUNICATIONS/DISPATCH | 5/10/2012 | \$585,376 | \$585,375 |
| PS1002 | 1455 | PD HVAC REPLACEMENT | 9/22/2011 | \$464,229 | \$464,228 |
| PS1003 | 1461 | FIRE STATION ALERTING SYS | 9/30/2011 | \$193,809 | \$193,809 |
| PS1101 | 9999 | CITY HALL ANNEX RENOVATIO | 3/12/2012 | \$77,863 | \$77,862 |
| PS1102 | 1393 | SALLY PORT LANDSCAPING | 3/24/2011 | \$17,915 | \$17,915 |
| PS1105 | 1484 | K-9 FACILITY RESTROOMS | 5/10/2012 | \$61,094 | \$61,094 |
| PS1106 | 9999 | CITY HALL SOFFIT REMODEL | 9/28/2012 | \$180,569 | \$180,568 |
| PS1201 | 1519 | SERVICE CENTER PHASE 2 | 7/17/2013 | \$51,658 | \$51,657 |
| PS1202 | 9999 | POLICE STATION RENOVATION | 4/15/2015 | \$867,822 | \$867,820 |
| PS1203 | 9999 | MCPAR HVAC | 11/13/2013 | \$79,353 | \$79,353 |
| PS1204 | 1521 | WINDOW TINTING CITY WIDE | 9/18/2012 | \$45,074 | \$45,074 |
| PS1205 | 9999 | NATATORIUM LIGHTING | 5/14/2013 | \$132,873 | \$132,873 |
| PS1301 | 9999 | IT OFFICE SPACE CONSTRUCT | 8/22/2013 | \$53,618 | \$53,618 |
| PS1302 | 9999 | CITY HALL CCTV | 7/8/2013 | \$46,076 | \$46,076 |
| PS1304 | 9999 | MCPAR C R IMPROVEMENT | 11/13/2013 | \$25,066 | \$25,066 |
| PS1306 | 9999 | PD CCTV & SECURITY UPGRAD | 11/13/2013 | \$41,404 | \$41,403 |



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|----------------|----------------|---------------------------|-----------------|------------------|---------------------|
| PS1404 | 1675 | FIRE STATION #1 OH DOOR | 9/22/2014 | \$51,483 | \$51,483 |
| PS1406 | 9999 | SECURITY CARD FS #1,3,4 | 8/19/2014 | \$24,089 | \$24,089 |
| PS1407 | 9999 | FS #4 KITCHEN REMODEL | 9/18/2014 | \$82,822 | \$82,822 |
| PS1408 | 9999 | EXISTING FACILITIES UPGRA | 7/8/2015 | \$144 | \$144 |
| ST0035 | 574 | ANGEL PKWY & MALONE | 9/30/2003 | \$3,290,404 | \$3,290,404 |
| ST0036 | 574 | ANGEL PKWY,BY DVLPR | 9/30/2003 | \$131,042 | \$131,042 |
| ST0101 | 728 | ALLEN HTS,BTHNY-PRKMEDIAN | 9/30/2005 | \$333,386 | \$333,385 |
| ST0110 | 762 | SH5, EXCHANGE-STACY | 7/19/2010 | \$1,378,140 | \$1,378,138 |
| ST0111 | 761 | FM2170E, ALLEN HTS-FM2551 | 9/12/2007 | \$7,014,185 | \$7,014,185 |
| ST0113 | 854 | BETHANY E, US75-ALLEN HTS | 5/8/2006 | \$3,915,419 | \$3,915,419 |
| ST0123 | 671 | E EXCHANGE,SH5-1378 | 9/30/2004 | \$3,014,641 | \$3,014,641 |
| ST0127 | 367 | SGNL LT-CNTRY@MCDRM | 9/30/2003 | \$445,783 | \$445,783 |
| ST0136 | 672 | ALMA DR,TATUM-BELAIR | 9/30/2004 | \$1,181,982 | \$1,181,982 |
| ST0137 | 330 | WATTERS RD, PH I | 9/30/2002 | \$351,626 | \$351,626 |
| ST0141 | 395 | ASPHALT PAVEMENT,PH I | 9/30/2003 | \$361,382 | \$361,381 |
| ST0142 | 556 | CONCRETE ALLEY REPLCMNT | 9/30/2003 | \$672,824 | \$672,823 |
| ST0146 | 195 | MAIN/MALONE INTERSECTION | 9/30/2002 | \$150,000 | \$148,279 |
| ST0148 | 231 | 101 S BUTLER,ASBSTS | 9/30/2002 | \$14,086 | \$14,086 |
| ST0201 | 396 | SH 5 SIDEWALKS, PH2 | 9/30/2003 | \$314,059 | \$314,059 |
| ST0202 | 876 | ALLEN DRIVE | 9/27/2006 | \$3,036,182 | \$3,036,182 |
| ST0203 | 674 | ST MARY'S DRIVE | 9/30/2004 | \$550,731 | \$550,729 |
| ST0204 | 360 | STREET LIGHT INSTALLATION | 9/30/2003 | \$425,933 | \$425,933 |
| ST0205 | 361 | ASH DRIVE | 9/30/2003 | \$320,736 | \$320,735 |
| ST0206 | 193 | TEN OAKS | 9/30/2002 | \$58,880 | \$58,880 |
| ST0207 | 670 | BETHANY SIGNAL | 9/30/2004 | \$151,140 | \$151,140 |
| ST0249 | 1089 | ALLEN CENTRAL DRIVE | 9/10/2008 | \$48,116 | \$48,116 |
| ST0301 | 731 | RIDGEMONT DRIVE | 9/30/2005 | \$824,510 | \$824,510 |
| ST0302 | 652 | ASPHLT RPLCMNT PH2 | 9/30/2004 | \$648,681 | \$648,681 |
| ST0304 | 364 | RIDGEVIEW, US75-STACY RD | 9/30/2004 | \$227,250 | \$227,250 |
| ST0306 | 895 | ANGEL PKWY, LANDSCAPE& LT | 11/20/2006 | \$418,831 | \$418,830 |
| ST0309 | 664 | CONCRETE ALLEY PH 11 | 9/30/2004 | \$476,646 | \$476,035 |
| ST0310 | 766 | ALLEN DRIVE, PHASE 2 | 9/7/2006 | \$674,124 | \$674,124 |
| ST0311 | 1058 | INTERSECTION IMPROVEMENTS | 4/30/2008 | \$95,194 | \$95,193 |
| ST0312 | 1402 | SIGNAL UPGRADE/COM.SYSTEM | 3/10/2011 | \$1,417,049 | \$1,417,049 |
| ST0313 | 628 | BEL AIR DR ROW | 9/30/2004 | \$186,099 | \$186,099 |
| ST0315 | 767 | BETHANY DRIVE EAST | 12/8/2006 | \$1,825,519 | \$1,825,519 |
| ST0317 | 1202 | N BETHANY LAKES-WALL PRJ | 6/11/2009 | \$66,000 | \$66,000 |
| ST0318 | 351 | BTHNY @AYLSBY SGNL | 9/30/2004 | \$74,840 | \$74,840 |



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|----------------|----------------|----------------------------|-----------------|------------------|---------------------|
| ST0319 | 373 | RDGVIEW/RWLT CR BRG | 9/30/2003 | \$74,376 | \$74,375 |
| ST0320 | 673 | EXCHNGE PKWY@RVRCST | 9/30/2004 | \$92,298 | \$92,298 |
| ST0321 | 657 | TRAFFIC SIGNALS | 9/30/2004 | \$130,700 | \$130,700 |
| ST0338 | 703 | CONCRETE REPLACEMENTS | 9/30/2005 | \$835,525 | \$835,525 |
| ST0403 | 812 | ST. MARY DRIVE, PH 2 | 2/10/2006 | \$617,417 | \$617,417 |
| ST0404 | 853 | HEDGCOXE RD,DCHSS-LNGWOOD | 5/2/2006 | \$144,283 | \$144,282 |
| ST0406 | 672 | BEL AIR - ALMA SIGNAL | 9/30/2005 | \$106,916 | \$106,916 |
| ST0407 | 739 | TWIN CREEKS 7A1 AND 7A2 | 9/30/2005 | \$133,380 | \$133,380 |
| ST0415 | 720 | WATTERS RD,TWN CRK-WTRAIL | 9/30/2005 | \$244,935 | \$244,935 |
| ST0416 | 940 | HILLSIDE/WNDRDGE ST.LIGHT | 7/5/2007 | \$7,248 | \$7,248 |
| ST0501 | 953 | EXCHANGE,WATTERS-W.BRANCH | 2/4/2010 | \$2,364,907 | \$2,364,905 |
| ST0503 | 886 | EXCHANGE PK,TWN CRK-SH121 | 6/23/2011 | \$5,153,414 | \$5,153,410 |
| ST0504 | 855 | LED SIGNAL LIGHTS | 5/11/2006 | \$42,027 | \$42,026 |
| ST0505 | 979 | RIDGEVIEW/CUSTER INTR SCTN | 8/31/2007 | \$153,014 | \$153,014 |
| ST0506 | 739 | TEN OAKS LANDSCAPE | 9/30/2005 | \$24,210 | \$24,210 |
| ST0507 | 1090 | ST. MARY DRIVE, PH 3 | 9/10/2008 | \$2,007,891 | \$2,007,890 |
| ST0508 | 856 | MCDERMOTT/75 INTERSECTION | 5/11/2006 | \$158,835 | \$158,835 |
| ST0509 | 822 | McDRMTT@ALLEN DR INTR SCTN | 2/20/2006 | \$132,508 | \$132,508 |
| ST0601 | 1101 | FIRE STA 2&3 EMERG SIGNAL | 9/18/2008 | \$130,870 | \$130,871 |
| ST0603 | 1260 | STACY RD-US 75 TO GREENVI | 1/11/2010 | \$2,852,290 | \$2,852,290 |
| ST0604 | 935 | DUCHESS AND HEDGCOXE | 6/21/2007 | \$120,958 | \$120,958 |
| ST0606 | 941 | CUMBERLAND CROSSING | 7/5/2007 | \$43,954 | \$43,953 |
| ST0607 | 939 | SHALLOWATER BRIDGE | 7/2/2007 | \$180,000 | \$180,000 |
| ST0608 | 1117 | STACY-WATTERS TRAFFIC SIG | 9/30/2008 | \$146,318 | \$140,317 |
| ST0610 | 1204 | ANGEL PARKWAY, PH III | 6/11/2009 | \$803,965 | \$803,964 |
| ST0697 | 892 | SIDEWALK | 9/30/2006 | \$17,308 | \$17,308 |
| ST0701 | 1113 | ALLEN DRIVE, PHASE 3 | 9/30/2008 | \$361,098 | \$361,098 |
| ST0702 | 1120 | EXCHANGE PKWY SIGNALS | 9/30/2008 | \$141,638 | \$141,638 |
| ST0703 | 923 | WINDRIDGE EXCHANGE PKWY | 3/22/2007 | \$78,432 | \$78,431 |
| ST0705 | 1091 | ALMA/HEDGCOXE | 9/9/2008 | \$410,322 | \$410,322 |
| ST0706 | 1083 | JUPITER RD REPLACEMENT | 9/5/2008 | \$193,810 | \$193,809 |
| ST0707 | 954 | US 75/SH 121 ROW | 9/9/2008 | \$150,000 | \$150,000 |
| ST0708 | 980 | MCDERMOTT TURN LANE | 9/12/2007 | \$25,044 | \$25,044 |
| ST0709 | 1106 | COUNTRY BROOK LANE | 2/10/2010 | \$484,081 | \$484,080 |
| ST0710 | 1438 | RIDGEVIEW ALIGNMENT PH 1 | 7/21/2011 | \$54,575 | \$54,575 |
| ST0711 | 1154 | MAIN STREET LANDSCAPING | 1/19/2009 | \$289,681 | \$289,681 |
| ST0712 | 1092 | 2551/MAIN ST SIDEWALKS | 9/12/2008 | \$19,613 | \$19,612 |
| ST0715 | 1093 | HEDGCOXE ROAD | 9/10/2008 | \$370,052 | \$370,051 |



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|----------------|----------------|---------------------------|-----------------|------------------|---------------------|
| ST0717 | 1094 | MCDERMOTT PAVEMENT REHABI | 9/10/2008 | \$348,729 | \$348,728 |
| ST0801 | 1439 | RIDGEVIEW-CUSTER TO ALMA | 7/21/2011 | \$5,916,100 | \$5,916,099 |
| ST0802 | 1239 | WATTERS RD BOSSY TO RIDGE | 3/10/2011 | \$1,977,913 | \$1,977,912 |
| ST0805 | 1167 | STREET & ALLEY REPAIR | 2/12/2009 | \$297,649 | \$297,648 |
| ST0806 | 1300 | ALMA IMP ROWLETT/TATUM | 6/30/2010 | \$255,742 | \$255,742 |
| ST0809 | 1119 | BETHANY TRAFFIC SIGNALS | 9/30/2008 | \$8,750 | \$8,750 |
| ST0810 | 1261 | ALMA/HEDGCOXE TRAFFIC SIG | 2/17/2010 | \$43,092 | \$43,092 |
| ST0811 | 1373 | 2009 TRAFFIC SIGNALS | 9/30/2010 | \$591,823 | \$591,823 |
| ST0812 | 1254 | FY09 STREET& ALLEY REPAIR | 11/19/2009 | \$396,223 | \$396,222 |
| ST0813 | 1293 | SHALLOWATER DRIVE | 8/31/2010 | \$205,456 | \$205,455 |
| ST0902 | 1272 | RIDGEVIEW-ALMA-US75 LAND | 5/10/2012 | \$2,905,653 | \$2,905,652 |
| ST0903 | 1374 | CHELSEA DR & COMMERCE PKY | 9/30/2010 | \$1,261,385 | \$1,261,385 |
| ST0904 | 1375 | 2010 TRAFFIC SIGNALS | 9/30/2010 | \$636,103 | \$636,102 |
| ST1001 | 1376 | FY10 STREET& ALLEY REPAIR | 9/30/2010 | \$853,376 | \$853,375 |
| ST1002 | 1440 | AISD STADIUM INTERSEC IMP | 9/30/2012 | \$503,944 | \$503,943 |
| ST1006 | 1501 | SERVICE CTR/FIRE #5 SIGNA | 6/30/2012 | \$279,996 | \$279,995 |
| ST1008 | 9999 | CABELA'S TREE MITI & SITE | 2/17/2012 | \$3,213,122 | \$3,213,121 |
| ST1009 | 1616 | MAIN ST-ALLEN DR TO US75 | 9/16/2013 | \$1,005,418 | \$1,005,418 |
| ST1010 | 1401 | CABELA'S ACCELERATION LN | 2/28/2011 | \$18,800 | \$18,800 |
| ST1101 | 1467 | FY11 STREET& ALLEY REPAIR | 12/19/2011 | \$729,582 | \$729,581 |
| ST1102 | 1430 | GREENVILLE STREET LIGHTS | 6/23/2011 | \$140,319 | \$140,319 |
| ST1103 | 1612 | E BETHANY DR WIDENING | 8/26/2013 | \$2,279,906 | \$2,279,904 |
| ST1106 | 1545 | EXCHANGE PKWY MEDIAN IMP | 2/12/2013 | \$484,740 | \$484,740 |
| ST1107 | 1454 | CHELSEA BOULEVARD PHASE I | 4/8/2013 | \$2,535,922 | \$2,535,920 |
| ST1201 | 9999 | FY12 STREET& ALLEY REPAIR | 8/3/2012 | \$557,453 | \$557,452 |
| ST1204 | 9999 | STACY RD PAVEMENT MARKING | 8/22/2013 | \$13,632 | \$13,632 |
| ST1205 | 9999 | BIKE ROUTE MARKINGS | 4/10/2012 | \$49,690 | \$49,690 |
| ST1206 | 1569 | CABELA'S NBFR LANE | 4/15/2013 | \$668,352 | \$668,352 |
| ST1208 | 9999 | FY12 STREET& SIDEWALK REP | 1/31/2013 | \$374,415 | \$374,414 |
| ST1301 | 1550 | RIDGEVIEW-WATTERS TO STAC | 9/16/2013 | \$1,241,540 | \$1,241,539 |
| ST1304 | 9999 | TS WATTERS & BRAY CENTRAL | 2/11/2015 | \$250,134 | \$250,133 |
| ST1305 | 9999 | FY13 STREET &ALLEY REPAIR | 9/30/2014 | \$1,037,427 | \$1,037,426 |
| ST1306 | 9999 | SHARROWS BIKE ROUTE PH 2 | 8/30/2013 | \$48,535 | \$48,535 |
| ST1311 | 9999 | BOSSY BOOTS & EXCHANGE TS | 2/24/2015 | \$192,687 | \$192,686 |
| ST1312 | 9999 | US75 / SH121 ROW | 11/20/2013 | \$738,570 | \$738,570 |
| ST9508 | 719 | SH5 MEDIANS,CHP-XCH | 9/30/2005 | \$1,367,605 | \$1,367,605 |
| ST9512 | 229 | MCDERMOTT,CUSTER-US75 | 9/30/2002 | \$11,638,037 | \$11,638,037 |
| ST9809 | 572 | COLLECTOR SIDEWALKS | 9/30/2003 | \$559,631 | \$559,225 |



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Closed to Fixed Assets

Date: 8/12/2015

| Project Number | Fixed Assets # | Project Description | Completion Date | Project Estimate | Project Total Costs |
|----------------|----------------|---------------------------|-----------------|------------------|---------------------|
| ST9828 | 230 | ALMA DR, EXCHANGE-SH121 | 9/30/2002 | \$3,566,608 | \$3,566,608 |
| ST9829 | 538 | STACY RD,US75-SH121 | 9/30/2003 | \$9,672,319 | \$9,672,319 |
| ST9903 | 541 | BETHANY WEST | 9/30/2003 | \$5,671,564 | \$5,671,564 |
| ST9904 | 1238 | CHAPARRAL BRIDGE | 3/15/2013 | \$3,359,160 | \$3,359,157 |
| ST9918 | 366 | WATTERS,BETHANY-MCDERMOTT | 9/30/2003 | \$1,689,394 | \$1,689,394 |
| WA0009 | 228 | LOST CREEK LIFT STATION | 9/30/2001 | \$88,000 | \$87,879 |
| WA0016 | 87 | HIGHPOINT WATER LINE | 9/30/2001 | \$57,271 | \$57,271 |
| WA0027 | 560 | ALLEN HTS IMPROVEMENTS | 9/30/2003 | \$1,170,306 | \$1,170,302 |
| WA0030 | 537 | ALLEN HTS,PH II WATERLINE | 9/30/2003 | \$1,205,493 | \$1,205,491 |
| WA0036 | 579 | STACY RD PUMP STA#2 | 9/30/2003 | \$5,130,942 | \$5,130,942 |
| WA0112 | 872 | PRESTIGE CIR WATER TOWER | 9/12/2006 | \$4,165,604 | \$4,165,604 |
| WA0118 | 1241 | ALLENWOOD SANITARY SEWER | 9/30/2009 | \$1,098,600 | \$1,098,599 |
| WA0120 | 632 | LOST CREEK RANCH PH2A | 9/30/2004 | \$348,230 | \$348,230 |
| WA0132 | 557 | S.C.A.D.A. | 9/30/2003 | \$352,456 | \$352,456 |
| WA0133 | 356 | HEDGCOXE WATERLINE | 9/30/2003 | \$255,881 | \$255,881 |
| WA0134 | 356 | OVERSIZING W&S | 9/30/2003 | \$14,654 | \$14,654 |
| WA0214 | 392 | WATERLINE REPLACEMENT | 9/30/2003 | \$124,375 | \$124,375 |
| WA0215 | 677 | OLA SEWER | 9/30/2004 | \$936,723 | \$936,720 |
| WA0216 | 578 | COTTONWOOD CREEK SEWER | 9/30/2003 | \$835,838 | \$835,838 |
| WA0217 | 731 | RIDGEMONT SEWERLINE | 9/30/2005 | \$225,000 | \$225,000 |
| WA0218 | 308 | STACY RIDGE LIFT STATION | 9/30/2002 | \$218,550 | \$218,550 |
| WA0219 | 358 | BETHANY RIDGE LIFTSTATION | 9/30/2003 | \$113,616 | \$113,616 |
| WA0240 | 1264 | CUSTER RD PMP STA#3 EXPNS | 3/11/2010 | \$5,779,059 | \$5,779,058 |
| WA0301 | 1122 | TWN CREEKS 36" WTRLINE 6B | 9/30/2008 | \$734,100 | \$734,099 |
| WA0302 | 735 | WATER TOWER SECURITYLIGHT | 9/30/2005 | \$423,572 | \$423,572 |
| WA0303 | 676 | FAIRVIEW WSTWTR INTR | 9/30/2004 | \$104,682 | \$104,682 |
| WA0305 | 1194 | COVENTRY II OVERSIZING | 5/26/2009 | \$131,109 | \$131,109 |
| WA0335 | 781 | WESTSIDE WATERLINE | 2/10/2010 | \$3,388,382 | \$3,388,382 |
| WA0402 | 698 | 36" WATERLINE TC6A | 9/30/2005 | \$211,242 | \$211,242 |
| WA0403 | 811 | ST. MARY DRIVE, PH 2 | 2/9/2006 | \$83,000 | \$82,798 |
| WA0407 | 739 | TWIN CREEKS 7A1 AND 7A2 | 9/30/2005 | \$237,435 | \$237,435 |
| WA0415 | 720 | WATTERS RD-QUAIL RUN | 9/30/2005 | \$29,470 | \$29,470 |
| WA0507 | 936 | ST MARY DR PH III WATER | 6/20/2007 | \$57,000 | \$57,000 |
| WA0511 | 932 | EAST MAIN WATER LINE | 6/12/2007 | \$1,554,666 | \$1,554,666 |
| WA0601 | 950 | JUPITER RD SEWER REPLACEM | 1/19/2009 | \$488,201 | \$488,200 |
| WA0602 | 1203 | EXCHANGE PARKWAY WATERLIN | 6/11/2009 | \$71,546 | \$71,545 |
| WA0701 | 579 | STACY RD GROUND STORAGE | 9/12/2007 | \$555,816 | \$555,816 |
| WA0702 | 1095 | COUNTRY CLUB WATERLINE | 9/9/2008 | \$96,121 | \$96,121 |



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Closed to Fixed Assets

Date: 8/12/2015

| Project Number | Fixed Assets # | Project Description | Completion Date | Project Estimate | Project Total Costs |
|----------------------------|----------------|---------------------------|-----------------|----------------------|---------------------|
| WA0703 | 1189 | BEACON HILL/MCDERMOTT W/L | 4/16/2009 | \$53,399 | \$53,399 |
| WA0704 | 1212 | CUSTER ROAD WATERLINE | 3/2/2010 | \$343,520 | \$343,518 |
| WA0801 | 1084 | ALLEN DRIVE PHASE III | 9/5/2008 | \$161,198 | \$161,198 |
| WA0802 | 1156 | FAIR MEADOW SANITARY SEWE | 1/19/2009 | \$123,876 | \$123,876 |
| WA0803 | 1255 | LIFT STATION IMPROVEMENTS | 1/25/2010 | \$23,198 | \$23,197 |
| WA0804 | 1380 | PUMP STATION IMPROVEMENTS | 9/30/2010 | \$72,718 | \$72,717 |
| WA0805 | 1482 | HILLSIDE WATER TOWER | 5/21/2012 | \$5,600,203 | \$5,600,202 |
| WA0806 | 1190 | STACY TANK CATHODIC PROTE | 4/16/2009 | \$9,813 | \$9,813 |
| WA0807 | 1263 | HIGH MEADOWS SEWER LINE | 3/2/2010 | \$762,976 | \$762,975 |
| WA0808 | 1377 | MAIN ST WATERLINE REPLAC | 9/30/2010 | \$534,850 | \$534,850 |
| WA0901 | 1256 | ROWLETT WATER TOWER FENCE | 1/11/2010 | \$132,412 | \$132,412 |
| WA0902 | 1378 | TIMBERCREEK SANITARY SEWE | 9/30/2010 | \$666,299 | \$666,298 |
| WA0903 | 1243 | RIDGEVIEW-CUSTER TO ALMA | 9/30/2009 | \$221,175 | \$221,175 |
| WA0904 | 1205 | EXCHANGE PKWY WATERLINE | 6/11/2009 | \$362,972 | \$362,972 |
| WA0905 | 1299 | GREENVILLE WATERLINE REPL | 6/29/2010 | \$188,366 | \$188,366 |
| WA0906 | 1354 | SHALLOWATER WATER/SEWER | 8/31/2010 | \$24,109 | \$24,109 |
| WA0907 | 1379 | CHELSEA & COMMERCE W/S | 9/30/2010 | \$249,529 | \$249,528 |
| WA0909 | 1257 | BRAY CENTRAL WATERLINE LO | 1/25/2010 | \$20,928 | \$20,928 |
| WA1001 | 1355 | ROWLETT WT LANDSCAPING | 9/13/2010 | \$54,596 | \$54,595 |
| WA1002 | 1471 | US 75 WATERLINE REPLACEME | 2/13/2012 | \$1,354,309 | \$1,354,308 |
| WA1003 | 1472 | WALDEN PARK WATER/SEWER | 3/13/2012 | \$1,189,002 | \$1,189,002 |
| WA1005 | 1443 | CHAPARRAL FORCE MAIN & LS | 8/22/2011 | \$2,806,430 | \$2,806,428 |
| WA1103 | 1542 | WALDEN PARK W&S PHASE II | 1/31/2013 | \$1,198,809 | \$1,198,808 |
| WA1205 | 1574 | STACY TANK IMPROVEMENT | 5/20/2013 | \$310,718 | \$310,717 |
| WA1206 | 1596 | WEST MAIN ST W&S RECONSTR | 6/26/2013 | \$244,324 | \$244,323 |
| WA1207 | 1523 | ROWLETT TOWER MIXING SYS | 9/20/2012 | \$146,291 | \$146,290 |
| WA1208 | 1555 | CHELSEA BLVD PHASE 1 W&S | 3/15/2013 | \$400,000 | \$400,000 |
| WA1209 | 9999 | WHIS-LYNGE & ROLLING W&S | 3/30/2015 | \$4,057,852 | \$4,057,852 |
| WA1301 | 1617 | RIDGEVIEW-WATTERS TO STAC | 9/16/2013 | \$113,400 | \$113,399 |
| WA1302 | 8888 | ALLEN HEIGHTS/BETHANY | 4/17/2015 | \$459,882 | \$459,882 |
| WA1401 | 9999 | 755 HERITAGE PKWY S S EXT | 9/30/2014 | \$33,250 | \$33,250 |
| WA1404 | 9999 | MILLWOOD LN WATERLINE REL | 9/30/2014 | \$34,581 | \$34,581 |
| WA1405 | 9999 | POLLO TROPICAL WL EXT | 7/10/2015 | \$95,000 | \$81,621 |
| WA9822 | 226 | PUMP STA #3 & 2 TNK | 9/30/2002 | \$9,552 | \$9,552 |
| WA9923 | 224 | LNDSKP 2 ELEV TANK | 9/30/2002 | \$6,645 | \$6,645 |
| WA9925 | 225 | CUSTER PMP ST3 LDSC | 9/30/2002 | \$89,488 | \$89,488 |
| WA9931 | 636 | ALMA,TATUM-BELAIR | 9/30/2004 | \$20,921 | \$20,920 |
| Total Expenditures: | | | | \$404,414,891 | |

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE: October 27, 2015

SUBJECT: Receive the Summary of Property Tax Collections as of September 2015.

STAFF RESOURCE: Eric Cannon, Chief Financial Officer

ATTACHMENT

Summary of Property Tax Collections as of September 2015

**Kenneth L. Maun
Tax Assessor Collector
Collin County
2300 Bloomdale Rd
P.O. Box 8046
McKinney, Texas 75070
972- 547-5020
Metro 424-1460 Ext.5020
Fax 972-547-5040**

October 12, 2015

**Mayor Stephen Terrell
City of Allen
305 Century Parkway
Allen, Texas 75013**

Dear Mayor Terrell,

**Enclosed is the Monthly Collection Report for:
The City of Allen tax collections for the month were:
The Rollback Collections for the month were:**

**September 2015
\$18,131.49
\$0.00**

Sincerely,


**Kenneth L. Maun
Tax Assessor Collector**

Attachment

**cc: Peter Vargas, City Manager
Joanne Stoehr, Assistant Finance Director**

KM:ds

Kenneth L Maun
Tax Assessor/Collector
Collin County
P O Box 8046
McKinney Tx 75070

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Monthly Collection Status Report
September 2015

City of Allen #06

| Current Tax Year Collections | Collections Month of September | Cumulative Total 10/1/14 thru 9/30/15 | % of Collections |
|---------------------------------|-----------------------------------|--|---------------------|
| Base M&O | \$6,576.02 | \$36,496,160.03 | 101.41% |
| Base I&S | 2,338.10 | \$12,976,374.57 | |
| Late Rendition Penalty | 91.66 | \$17,618.50 | |
| P&I M&O | 1,082.63 | \$62,491.33 | |
| P&I I&S | 378.62 | \$21,391.17 | |
| P&I I&S Bond | | | |
| Attorney Fee | 1,475.88 | \$12,570.88 | |
| Subtotal | <u>\$11,942.91</u> | <u>\$49,586,606.48</u> | 101.65% |
| Delinquent TaxYears Collections | | | |
| Base M&O | \$4,656.74 | \$367,874.20 | |
| Base I&S | 1,640.85 | \$129,304.03 | |
| Late Rendition Penalty | 33.58 | \$443.14 | |
| P&I M&O | 995.74 | \$75,191.69 | |
| P&I I&S | 337.55 | \$26,195.79 | |
| P&I I&S Bond | | | |
| Attorney Fee | 1,330.82 | \$14,687.38 | |
| Other> | 0.00 | 0.00 | |
| Subtotal | <u>\$8,995.28</u> | <u>\$613,696.23</u> | 1.26% |
| Combined Current & Delinquent: | | | |
| Base M&O | \$11,232.76 | \$36,864,034.23 | |
| Base I&S | 3,978.95 | 13,105,678.60 | |
| Late Rendition Penalty | 125.24 | 18,061.64 | |
| P&I M&O | 2,078.37 | 137,683.02 | |
| P&I I&S | 716.17 | 47,586.96 | |
| P&I I&S Bond | | | |
| Attorney Fee | 2,806.70 | 27,258.26 | |
| Other> | 0.00 | 0.00 | |
| Total Collections | <u>\$20,938.19</u> | <u>\$50,200,302.71</u> | 102.90% |
| | | | 100.00% |
| Original 2014 Tax Levy | | <u>\$48,784,031.84</u> | |

Kenneth L Maun
Tax Assessor/Collector
Collin County
P O Box 8046
McKinney Tx 75070

Cumulative Comparative Collection Status Report
September 2015

City of Allen #06

| Current Tax Year Collections | Collections thru | | Collections thru | |
|----------------------------------|------------------------|---------------|------------------------|---------------|
| | September 2015 | % Collections | September 2014 | % Collections |
| Base M&O + I&S | \$49,472,534.60 | 101.41% | \$45,924,320.81 | 99.71% |
| Late Rendition Penalty | 17,618.50 | | 16,678.32 | |
| P&I M&O + I&S | 83,882.50 | | 78,799.89 | |
| Attorney Fee | 12,570.88 | | 13,202.12 | |
| Subtotal | <u>\$49,586,606.48</u> | 101.65% | <u>\$46,033,001.14</u> | 99.95% |
| Delinquent Tax Years Collections | | | | |
| Base M&O + I&S | \$497,178.23 | | \$69,130.04 | |
| Late Rendition Penalty | 443.14 | | 453.68 | |
| P&I M&O + I&S | 101,387.48 | | 50,478.75 | |
| Attorney Fee | 14,687.38 | | 16,767.20 | |
| Other> | 0.00 | | 0.00 | |
| Subtotal | <u>\$613,696.23</u> | 1.26% | <u>\$136,829.67</u> | 0.30% |
| Combined Current & Delinquent: | | | | |
| Base M&O + I&S | \$49,969,712.83 | | \$45,993,450.85 | |
| P&I M&O + I&S | 185,269.98 | | 129,278.64 | |
| Late Rendition Penalty | 18,061.64 | | 17,132.00 | |
| Attorney Fee | 27,258.26 | | 29,969.32 | |
| Other | 0.00 | | 0.00 | |
| Total Collections | <u>\$50,200,302.71</u> | 102.90% | <u>\$46,169,830.81</u> | 100.24% |
| Adjusted 2013 Tax Levy | | | <u>\$46,057,469.79</u> | 100.00% |
| Original 2014 Tax Levy | <u>\$48,784,031.84</u> | 100.00% | | |

Kenneth L Maun
Tax Assessor/Collector
Collin County
P O Box 8046
McKinney Tx 75070

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Levy Outstanding Status Report
September 2015

City of Allen #06

| | Current Tax Year | Delinquent Tax Years |
|---|--------------------|----------------------|
| Current Month: | | |
| Tax Levy Remaining as of 8/31/15 | \$108,210.37 | \$264,821.20 |
| Base M&O Collections | 8,914.12 | 6,297.59 |
| Supplement/Adjustments | 0.00 | 0.00 |
| Write-off | 0.00 | 0.00 |
| Remaining Levy as of 9/30/15 | <u>\$99,296.25</u> | <u>\$258,523.61</u> |
| Cumulative (From 10/01/14 thru 9/30/15) | | |
| Original 2014 Tax Levy (as of 10/01/14) | \$48,784,031.84 | \$523,386.45 |
| Base M&O + I&S Collections | 49,472,534.60 | 497,178.23 |
| Supplement/Adjustments | 787,799.01 | 232,315.39 |
| Write-off | 0.00 | 0.00 |
| Remaining Levy as of 9/30/15 | <u>\$99,296.25</u> | <u>\$258,523.61</u> |

Kenneth L. Maun
Tax Assessor/Collector
Collin County
P O Box 8046
McKinney Tx 75070

Monthly Distribution Report
September 2015

City of Allen #06

| | Distribution Month of September | Distribution 10/1/14 thru 9/30/15 |
|-------------------------------------|------------------------------------|--------------------------------------|
| Weekly Remittances: | | |
| Week Ending 9/4/15 | \$1,416.81 | \$8,220,728.08 |
| Week Ending 9/11/15 | \$5,019.06 | \$4,893,819.53 |
| Week Ending 9/18/15 | \$7,829.50 | \$11,405,672.10 |
| Week Ending 9/25/15 | \$1,670.48 | \$17,910,629.08 |
| Week Ending 9/30/15 | \$2,189.39 | \$7,741,292.47 |
| Total Weekly Remittances | <u>\$18,125.24</u> | <u>\$50,172,141.26</u> |
| Overpayment from Prior Month | \$0.00 | \$0.00 |
| Manual Adjustment Refund | \$0.00 | \$0.00 |
| Commission Paid Delinquent Attorney | \$2,806.70 | \$27,258.26 |
| Entity Collection Fee | \$0.00 | \$0.00 |
| Judgement Interest | \$0.00 | \$0.00 |
| 5% CAD Rendition Penalty | \$6.25 | \$903.19 |
| Total Disbursements | <u>\$20,938.19</u> | <u>\$50,200,302.71</u> |
| Carryover to Next Month | \$0.00 | \$0.00 |

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE: October 27, 2015

SUBJECT: CONTINUED ITEM - Conduct a Public Hearing and Adopt an Ordinance to Amend the Development Regulations of Planned Development No. 108 and Adopt a Concept Plan and Building Elevations Relating to 8.142± Acres Generally Located on the Southeast Corner of the Intersection of Raintree Circle and Junction Drive for the Alders at Twin Creeks.

STAFF RESOURCE: Ogden "Bo" Bass, AICP, Director of Community Development

PREVIOUS COUNCIL ACTION: On October 13, 2015 to the City Council Continued this item to October 27, 2015
On September 8, 2015 the City Council Continued this item to October 13, 2015.
The City Council Approved PD 108 in October, 2011

BOARD/COMMISSION ACTION: On August 18, 2015, the Planning and Zoning Commission recommended approval of the request to amend the development regulations of Planned Development No. 108 and adopt a Concept Plan and Building Elevations for the Alders at Twin Creeks.

ACTION PROPOSED: Conduct a Public Hearing and Adopt an Ordinance to Amend the Development Regulations of Planned Development No. 108 and Adopt a Concept Plan and Building Elevations Relating to 8.142± Acres Generally Located on the Southeast Corner of the Intersection of Raintree Circle and Junction Drive for the Alders at Twin Creeks.

BACKGROUND

For the past two City Council meetings, the applicant has requested to table this item. On September 3, 2015, the applicant submitted a request to table the public hearing to the October 13, 2015 City Council meeting. On October 6, 2015, the applicant submitted another request to table the public hearing to October 27, 2015.

Late Thursday afternoon, October 22, 2015, staff received new documents from the applicant. There isn't sufficient time to complete a thorough review prior to the agenda posting, but staff will have a recommendation at the City Council meeting regarding the maintenance responsibilities of the proposed civic space.

The property is located at the southeast corner of the intersection of Raintree Circle and Junction Drive. The properties to the north (across Raintree Circle) and south are zoned PD No. 54 Industrial Technology. The properties to the west (across Junction Drive) are zoned PD No. 54 Industrial Technology and PD No. 108 Mixed-Use. The property to the east is zoned PD No. 108 Mixed-Use.

The property is currently zoned PD No. 108 Mixed-Use. The applicant is requesting to amend the development regulations to allow a Senior Independent Living use and adopt a concept plan and building elevations for the property.

The proposed development is approximately 8.142± acres. The Concept Plan shows a four-story building, approximately 260,000 square feet, with 243 total units (comprised of 164 one-bedroom and 79 two-bedroom units). The density equates to 29.8 units/acre, which complies with the standards of PD No. 108.

Screening for the property, as listed in the Development Regulations and shown on the Concept Plan will consist of an 8' metal fence with 2' masonry columns to be built along the eastern property line. An 8' masonry wall is to be built along the southern property line. The screening on the southeastern property line will consist of a combination of a detached garage structure, a trash enclosure, and an 8' masonry wall.

PD No. 108 allows civic space to count toward the open space requirements. For this project, civic space is provided through enhancements made to the existing open space /detention area located east of the property as accepted by the Parks and Recreation department and as shown on the Civic Space Improvement Plan. This lot (Lot 6) was designated with the original PD as civic space for this area. Improvements proposed include additional street furniture, shade structures and a walking trail, along with repair of existing infrastructure. The connection point between the site and the open space will include enhanced paving at the crosswalk, a park canopy, and landscaping that will create a prominent focal point. Maintenance responsibility for the civic space will be shared between this property and surrounding properties through a maintenance agreement and business association.

Additionally, approximately 1.52± acres of open space is provided on the site. A hike and bike trail will be provided along Raintree Circle and a 5' sidewalk will be constructed along Junction Drive. Park benches will be provided along both the sidewalk and the trail.

The proposed parking ratio, as listed in the Development Regulations, is 1.46 spaces per unit. A total of 354 parking spaces are provided as surface spaces, covered carports, or detached and attached garages.

There are three (3) access points into the development. There is one (1) access point on Raintree Circle and one (1) access point on Junction Drive. An additional access point is also provided on the southwestern portion of the property through an existing Firelane, Access, and Utility Easement on the adjacent property.

The development regulations include design standards to establish the Planned Development. These include establishing the Senior Independent Living use, requirements for the associated

deed restrictions, and modifications to screening, parking, and setbacks.

The primary building materials, shown on the Building Elevations are brick, stone, and stucco. Roof materials include both standing seam metal roofing and composite roof shingles.

This request has been reviewed by the Technical Review Committee and the Planning and Zoning Commission recommended approval of the request at their August 18, 2015 meeting.

LEGAL NOTICES

Public Hearing Sign - August 5, 2015

Public Hearing Notices - August 7, 2015

Newspaper Notice - August 19, 2015

STAFF RECOMMENDATION

Late Thursday afternoon, October 22, 2015, staff received new documents from the applicant. There isn't sufficient time to complete a thorough review prior to the agenda posting. Staff will review the documents and have a recommendation at the City Council meeting regarding the maintenance responsibilities of the proposed civic space.

MOTION

I make a motion to adopt Ordinance No. _____ to amend the Development Regulations of Planned Development No. 108 and Adopt a Concept Plan and Building Elevations Relating to 8.142± Acres for the Alders at Twin Creeks.

ATTACHMENT

Ordinance

Property Notification Map

P&Z Minutes

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE AND ZONING MAP, AS PREVIOUSLY AMENDED, BY AMENDING THE DEVELOPMENT REGULATIONS, ADOPTING A CONCEPT PLAN, AND ADOPTING BUILDING ELEVATIONS FOR AN 8.142± ACRE PORTION OF LOT 1-R-1, BLOCK F, BRAY CENTRAL ONE ADDITION, CITY OF ALLEN, COLLIN COUNTY, TEXAS, LOCATED IN DISTRICT E OF THE TWIN CREEKS URBAN CENTER PLANNED DEVELOPMENT PD NO. 108; PROVIDING FOR A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and the governing body of the City of Allen, Texas, in compliance with the laws of the State of Texas and the ordinances of the City of Allen, Texas, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners generally and to all persons interested and situated in the affected area, and in the vicinity thereof, and in the exercise of its legislative discretion, have concluded that Allen Land Development Code Zoning Regulations and Zoning Map of the City of Allen, Texas, as previously amended, should be amended.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, THAT:

SECTION 1. The Allen Land Development Code Zoning Regulations and the Zoning Map of the City of Allen, Collin County, Texas, as previously amended, be further amended by amending the development regulations, adopting a Concept Plan, and adopting Building Elevations relating to the use and development of an 8.142± acre portion of Lot 1-R-1, Block F, Bray Central One Addition, City of Allen, Collin County, Texas (“the Property”) located in District E of the Twin Creeks Urban Center Planned Development PD No. 108, and more particularly described in Exhibit “A” attached hereto and incorporated herein by reference.

SECTION 2. The Property shall be developed and used in accordance with the applicable provisions of the Allen Land Development Code, as amended, except to the extent modified by the Development Regulations set forth below:

- A. BASE ZONING DISTRICT:** The Property shall be developed and used only in accordance with the development regulations within District E of the Twin Creeks Urban Center Planned Development PD No. 108 ordinance and the standards of the Allen Land Development Code (“ALDC”), except as otherwise provided herein.
- B. PERMITTED USE:** Senior Independent Living shall be a permitted use on the Property in addition to the permitted uses set forth in Table 1: *Schedule of Principal Uses* in Exhibit “B” to Ordinance No. 3044-10-11, as amended (“the PD-108 Ordinance”).
- C. DEED RESTRICTIONS:** Prior to or concurrently with the recording of a plat for the Property, the owner of the Property shall establish a restrictive covenant on the Property by executing and recording an instrument approved by the City Attorney pursuant to which the Property shall be limited to residential uses by people 55 years of age or older consistent with the Federal Fair Housing Act and other applicable law.

D. CONCEPT PLAN: The Property shall be developed in general conformance with the Concept Plan attached hereto as Exhibit “B” and incorporated herein by reference. Minor modifications to streets that do not alter the general alignment shown on the Concept Plan may be made at the time of Site Plan approval.

E. CIVIC SPACE: The requirement for providing Civic Space in relation to the development and use of the Property set forth in Section 3.3 of the PD-108 Ordinance may be satisfied by the development of improvements on Lot 6, Block F, Bray Central One Addition (“Lot 6”) in general conformance with the Civic Space Improvement Plan (“the Civic Space Improvements”) attached hereto as Exhibit “C,” and incorporated herein by reference, but only if the owner of Lot 6 and the owner of the Property enter into an agreement (“the Civic Space Easement”) which includes, as a minimum:

1. The grant of a perpetual, non-exclusive easement to the owners and occupants of the Property to use Lot 6 for recreational purposes;
2. The right and perpetual obligation of the owner of the Property, either solely or in conjunction with others, which may include, but not be limited to, the owner of Lot 6, to construct, maintain, repair, and replace the Civic Space Improvements on Lot 6; and
3. Provisions relating to the manner in which costs for maintaining and repairing the Civic Space Improvements will be allocated among the parties to the Civic Space Easement.

Plat approval for the Property shall not be granted until the Civic Space Easement has been approved as to form by the City Attorney, signed by the owners of the Property and Lot 6 in a manner that allows the recording of the Civic Space Easement, and the Civic Space Easement is recorded in the Real Property Records of Collin County, Texas. No certificate of occupancy for any building on the Property shall be granted until construction or installation of the Civic Space Improvements is completed.

F. BUILDING ELEVATIONS: The Property shall be developed in general conformance with the Building Elevations attached hereto as Exhibit “D”, and incorporated herein by reference.

G. SCREENING: The screening for the Property shall be developed in general conformance with the screening detail on the Civic Space Improvement Plan attached hereto as Exhibit “C” and consist of an eight foot (8.0’) metal fence with two foot (2.0’) wide masonry columns along the eastern property line and an eight foot (8.0’) masonry wall on the southern property line. The screening on the southeastern property line will consist of a combination of a detached garage structure, a trash enclosure structure, and an eight foot (8.0’) masonry wall.

H. PARKING: The Parking ratio shall be 1.46 spaces per unit.

I. SETBACKS: The building and accessory structures on the Property shall be set back from the property boundaries as shown on the attached Concept Plan.

SECTION 3. To the extent of any irreconcilable conflict with the provisions of this Ordinance and other ordinances of the City of Allen governing the use and development of the Property and which are not expressly amended by this Ordinance, the provisions of this Ordinance shall be controlling.

SECTION 4. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance, or of the Allen Land Development Code Zoning Regulations, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Allen Land Development Code Zoning Regulations, as amended hereby, which shall remain in full force and effect.

SECTION 5. An offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Allen Land Development Code Zoning Regulations, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 6. Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in Allen Land Development Code Zoning Regulations of the City of Allen, as previously amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000) for each offense.

SECTION 7. This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Allen, and it is accordingly so ordained.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 13TH DAY OF OCTOBER 2015.

APPROVED:

Stephen Terrell, MAYOR

APPROVED AS TO FORM:

ATTEST:

Peter G. Smith, CITY ATTORNEY
(kbl:8/25/15:73028)

Shelley B. George, TRMC, CITY SECRETARY

EXHIBIT "A"
LEGAL DESCRIPTION

LEGAL DESCRIPTION: Being a tract of land out of W. J. Jackson Survey, Abstract No. 484 and situated in the City of Allen, Collin County, Texas, and surveyed by Miller Surveying, Inc. of Hurst, Texas in April of 2015, said tract being a portion of Lot 1-R-1, Block F, Bray Central One Addition, an addition to the City of Allen, Texas according to the plat thereof recorded in Cabinet N, Slide 964 in the Plat Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a 1/2 inch "MILLER 5665" capped steel rod set for the most westerly corner of said Lot 1-R-1, said rod being the southerly end of a corner clip for the easterly right-of-way line of Junction Drive and the southerly right-of-way line of Raintree Circle;

Thence North 34 degrees 25 minutes 45 seconds East with the westerly boundary line of said Lot 1-R-1 and with said corner clip a distance of 36.12 feet to a 1/2 inch "MILLER 5665" capped steel rod set for the northerly end of said corner clip, said rod being the beginning of a curve to the left with a radius of 1340.00 feet and whose chord bears North 72 degrees 16 minutes 14 seconds East at 252.42 feet;

Thence northeasterly with the northerly boundary line of said Lot 1-R-1 and said southerly right-of-way line and with said curve through a central angle of 10 degrees 48 minutes 33 seconds and an arc length of 252.80 feet to a cross in concrete set for the most westerly corner of the same tract of land described in the deed to Nash-Allen, Inc. recorded as Document No. 20080104000018690 in the Deed Records of Collin County, Texas;

Thence South 23 degrees 08 minutes 03 seconds East with the southwesterly boundary line of said Nash-Allen tract a distance of 230.00 feet to a 1/2 inch "MILLER 5665" capped steel rod set for the most southerly corner thereof, said rod being the beginning of a curve to the left with a radius of 300.00 feet and whose chord bears South 47 degrees 04 minutes 05 seconds East at 237.78 feet;

Thence southeasterly with said curve through a central angle of 46 degrees 41 minutes 36 seconds and an arc length of 244.49 feet to a 1/2 inch steel rod found for the end of said curve;

Thence South 70 degrees 24 minutes 53 seconds East a distance of 85.00 feet to a 1/2 inch steel rod found for the most northerly corner of Lot 5B, Block F, Bray Central One, an addition to the City of Allen according to the plat thereof recorded in Volume 2008, Page 208 of said Plat Records;

Thence South 19 degrees 35 minutes 07 seconds West with the westerly boundary line of said Lot 5B a distance of 108.98 feet to a 1/2 inch capped steel rod found for the beginning of a curve to the right with a radius of 200.62 feet and whose chord bears South 41 degrees 06 minutes 22 seconds West at 147.19 feet;

Thence southwesterly with said curve through a central angle of 43 degrees 02 minutes 30 seconds and an arc length of 150.71 feet to a 1/2 inch steel rod found for the most westerly corner of said Lot 5B;

Thence South 38 degrees 50 minutes 24 seconds East with the southerly boundary line of said Lot 5B a distance of 72.11 feet to a 5/8 inch capped steel rod found;

Thence South 70 degrees 24 minutes 53 seconds East continuing with said southerly boundary line a distance of 38.78 feet to a 5/8 inch capped steel rod found in the westerly boundary line of Lot 5A of said Block F;

Thence South 19 degrees 35 minutes 07 seconds West with said westerly boundary line a distance of 272.14 feet to a 5/8 inch capped steel rod found for the most westerly corner of said Lot 5A, said rod being in the northerly boundary line of the same tract of land described in the deed to Shinn Allen Hospitality, Ltd. recorded as Document No. 20090331000367320 of said Deed Records;

Thence North 70 degrees 24 minutes 53 seconds West with said northerly boundary line a distance of 63.47 feet to a 1/2 inch capped steel rod found;

Thence South 70 degrees 56 minutes 29 seconds West continuing with said northerly boundary line a distance of 134.27 feet to a 1/2 inch "MILLER 5665" capped steel rod set;

Thence South 19 degrees 03 minutes 31 seconds East continuing with said northerly boundary line a distance of 37.98 feet to a cross in concrete set;

Thence South 71 degrees 14 minutes 38 seconds West continuing with said northerly boundary line a distance of 71.35 feet to a cross cut set for the most westerly corner of said Shinn tract, said cross being in the westerly boundary line of said Lot 1-R-1 and the easterly right-of-way line of said Junction Drive and also being in a curve to the right with a radius of 5960.06 feet and whose chord bears North 15 degrees 53 minutes 45 seconds West at 594.66 feet;

Thence northerly with said westerly boundary line and said easterly right-of-way line and with said curve through a central angle of 05 degrees 43 minutes 09 seconds and an arc length of 594.91 feet to a 1/2 inch "MILLER 5665" capped steel rod set for the beginning of a curve to the right with a radius of 500.00 feet and whose chord bears North 08 degrees 24 minutes 41 seconds West at 80.63 feet;

Thence northerly continuing with said westerly boundary line and said easterly right-of-way line and with said curve through a central angle of 09 degrees 15 minutes 00 seconds and an arc length of 80.72 feet to a 1/2 inch "MILLER 5665" capped steel rod set for the beginning of a curve to the left with a radius of 500.00 feet and whose chord bears North 07 degrees 41 minutes 50 seconds West at 68.20 feet;

Thence northerly continuing with said westerly boundary line and said easterly right-of-way line and with said curve through a central angle of 07 degrees 49 minutes 18 seconds and an arc length of 68.26 feet to a 1/2 inch "MILLER 5665" capped steel rod set for the beginning of a curve to the right with a radius of 5949.06 feet and whose chord bears North 10 degrees 38 minutes 42 seconds West at 200.00 feet;

Thence northerly continuing with said westerly boundary line and said easterly right-of-way line and with said curve through a central angle of 01 degrees 55 minutes 35 seconds and an arc length of 200.01 feet to the point of beginning and containing 8.142 acres of land, more or less.

Plotted: 8/17/2015 2:30 PM



EXHIBIT "C" CIVIC SPACE IMPROVEMENT PLAN

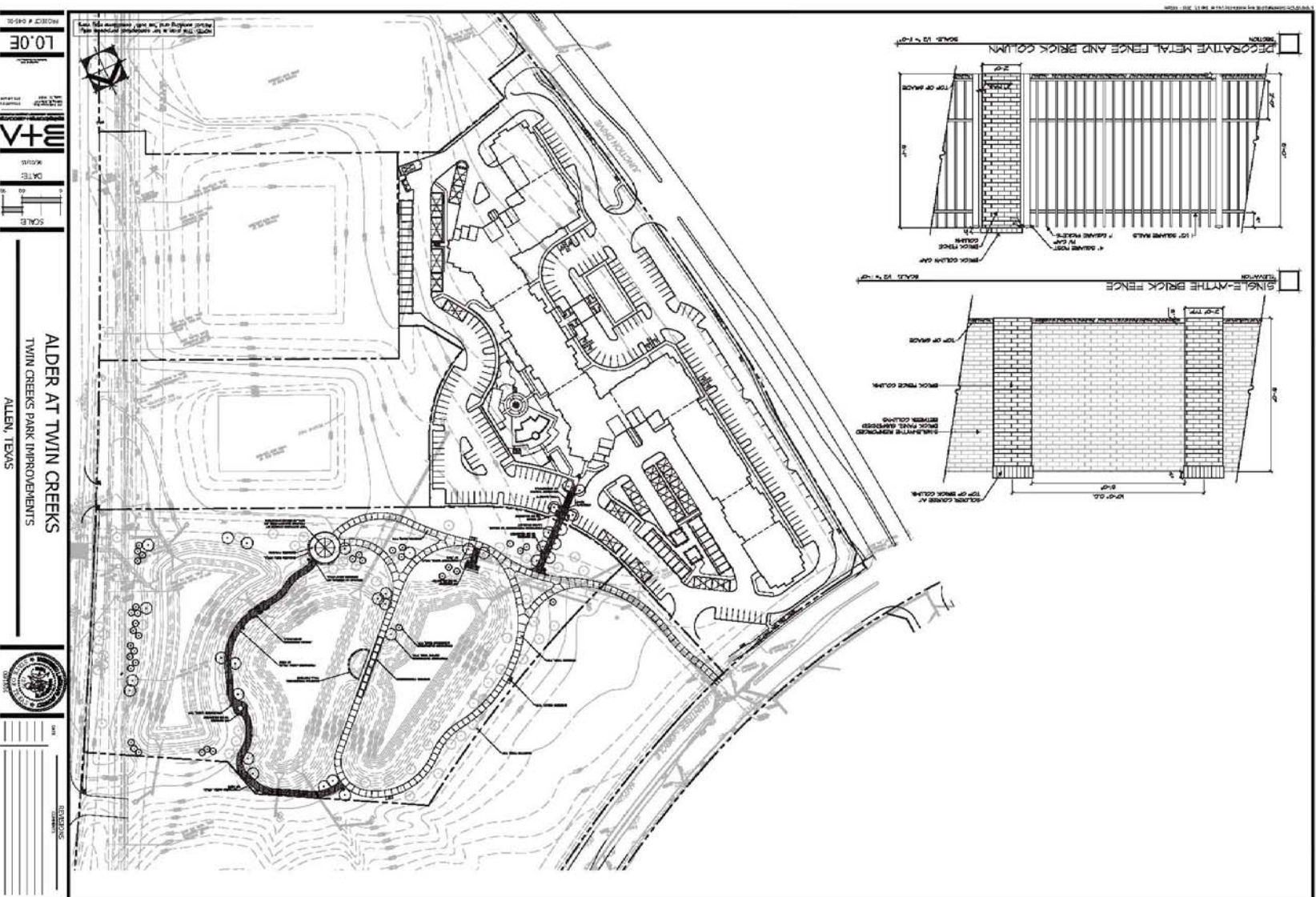
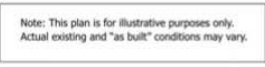


EXHIBIT "C"



Ordinance No. _____, Page 7

DATE: 06/19/15
PROJECT # 045-01

The Alder Group

Twin Creeks Park
Allen, Texas



EXHIBIT "D"
BUILDING ELEVATIONS



EXHIBIT "D"
BUILDING ELEVATIONS cont.



EXHIBIT "D"
BUILDING ELEVATIONS cont.



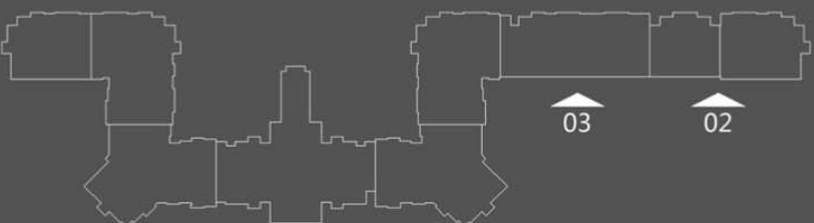
EXHIBIT "D"
BUILDING ELEVATIONS cont.



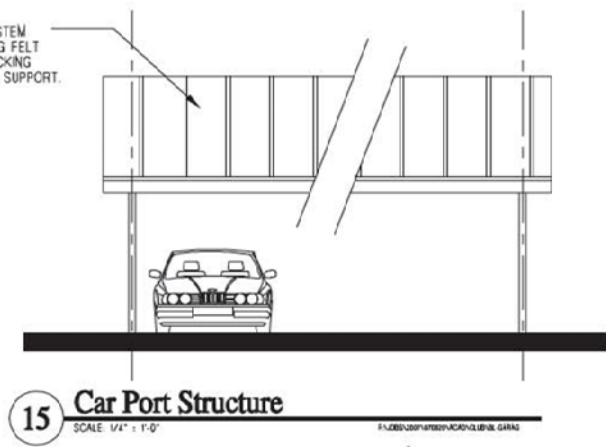
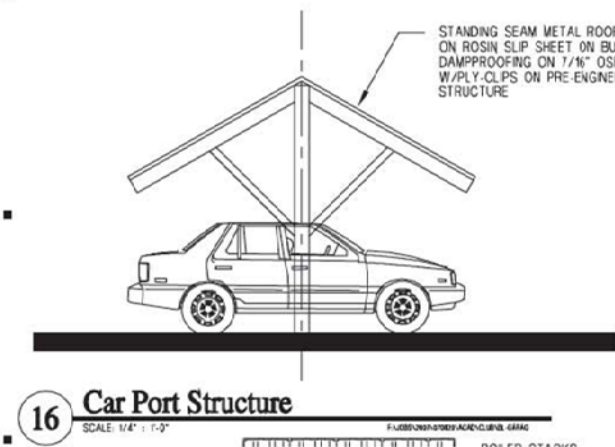
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02



CARPORT



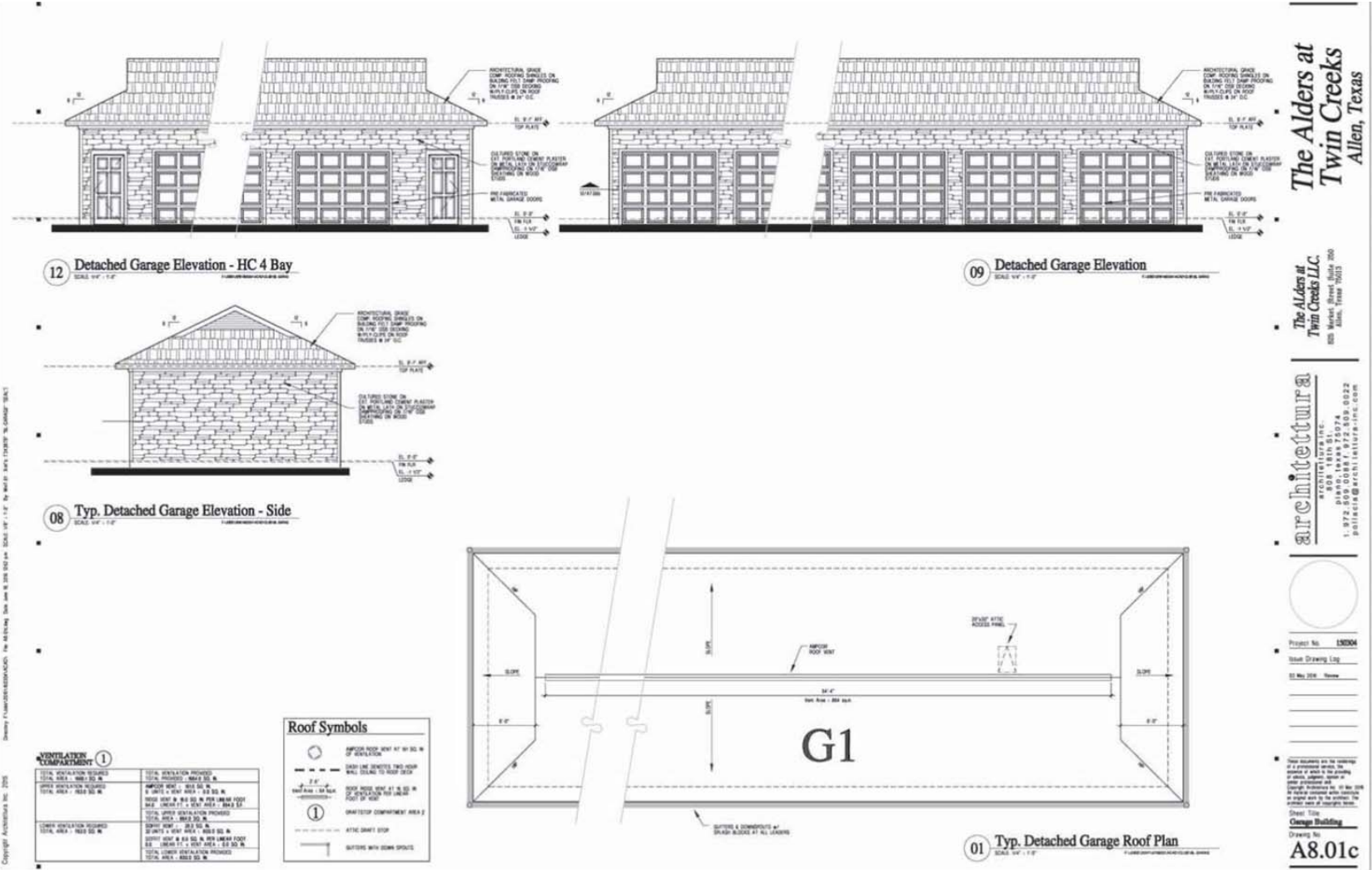


EXHIBIT "D"
BUILDING ELEVATIONS cont.

August 18, 2015 P&Z Meeting Minutes

Public Hearing – Conduct a Public Hearing and consider a request to amend the development regulations of Planned Development No. 108 and adopt a Concept Plan and Building Elevations relating to an 8.142± acre portion of Lot 1-R-1, Block F, Bray Central One Addition, City of Allen, Collin County, Texas, generally located at the southeast corner of the intersection of Raintree Circle and Junction Drive. (Z-5/18/15-27) [Alders at Twin Creeks]

Ms. Madhuri Kulkarni, Planner, presented to the Commission. She stated that the item is a PD Amendment and a public hearing for the Alders at Twin Creeks. The property is located on the southeast corner of Raintree Circle and Junction Drive and to the west of US 75. The property is currently zoned PD-108 MIX. Surrounding zoning includes PD-54 IT to the north of Raintree Circle, PD-54 IT and PD-108 MIX to the west across Junction Drive, PD-54 IT to the south, and PD-108 MIX and to the east.

Ms. Kulkarni stated that the applicant is proposing a Senior Independent Living Facility and want to amend the development regulations of District E of PD-108 to allow the use and to adopt a Concept Plan and building elevations. The Concept Plan shows the development at approximately 8.14 acres. The plan shows a building that is roughly 260,000 square feet which will be 4 stories. There are a total of 243 units proposed with 164 one-bedroom units and 79 two-bedroom units. The density of this project will equate to 29.8 units per acre which complies with the standards of PD-108.

Ms. Kulkarni stated that the proposed parking ratio is 1.44 spaces per unit. A total of 351 parking spaces are provided through a combination of surface parking, covered carports, detached, and attached garages. There are a total of three access points to the site. There is one (1) access point on Raintree Circle and one (1) access point on Junction Drive. An access point is also provided on the southwestern portion of the property through an existing Firelane, Access, and Utility Easement on the adjacent property.

Screening for the property will consist of an 8' metal fence with 2' masonry columns to be built along the eastern property line. An 8' foot masonry wall is to be built on the southern property line. The screening on the southeastern property line will consist of a combination of a detached garage structure, a trash enclosure structure, and an eight foot (8') masonry wall.

Approximately 1.5 acres of open space will be provided mainly along the perimeter as well as the interior of the site. There is a 10' hike and bike trail along Raintree Circle and a 5' sidewalk will be constructed along Junction Drive. Park benches will be provided along both the sidewalk and the trail. PD-108 allows civic space to be counted towards open space requirements. For this project, civic space will be provided with enhancements that will be made to separate lot (Lot 6). The original PD has a stipulation that civic space has to be centrally located, with Lot 6 being identified in the plan.

Improvements to be made to the open space detention area include additional street furniture, shade structures as well as a walking trail. Twin Creeks will be repairing some of the existing furniture. Maintenance responsibility for the civic space will be shared between this property and surrounding properties through a future maintenance agreement. A connection point between the site and the open space/detention area will include enhanced paving at the crosswalk, a park canopy, and landscaping to create a prominent focal point.

Ms. Kulkarni presented the elevations and stated that the primary building materials are brick, stone, and stucco. Roof materials include both standing seam metal roof and composite roof shingles.

Ms. Kulkarni summarized the development regulations as follows:

- Base zoning district: District E of PD-108 and ALDC
- Permitted uses: Senior Independent Living in addition to the permitted uses set forth in PD-108
- Setbacks: The building and accessory structures on the Property shall be set back from the property boundaries as shown on attached Concept Plan.
- Deed Restrictions: Limited to 55 years of age or older; restrictive covenants to be filed prior to or concurrently with the recording of the Plat
- Parking ratio: 1.44 spaces per unit
- Screening: 8' metal fence with 2' wide masonry columns on the eastern property line; 8' masonry wall on the southern property line; detached garage structure, a trash enclosure structure, and an 8' masonry wall on the southeastern property line
- Civic Space: No Plat approval until the Civic Space agreement is filed; no CO for any building on the Property until construction or installation of the Civic Space Improvements is completed

Commissioner Ogrizovich referenced the Civic Space, and asked why the three ponds were not included in the highlighted area.

Ms. Kulkarni stated that the ponds are currently platted as a separate lot. The Civic Space on the detention pond lot will be counted as a requirement for the main lot. Some of the improvements that will be made include walking trail, benches. The loop on the western pond already exists but they will be completing the loop on the second pond.

Commissioner Ogrizovich asked are if we are requiring that work (improvements to the civic space) for approval for the primary piece.

Ms. Kulkarni said yes.

Commissioner Ogrizovich then asked why the civic space lot was not included as part of the highlighted area on the property notification map provided.

Ms. Kulkarni stated that the detention pond lot was not included in the highlighted area because the property in question is only the property that is being developed [Senior Independent Living on Lot 1-R-1].

Commissioner Ogrizovich asked if the the improvements will also be made in the detention pond lot, that is outlined in blue, then why is not on the property notification map.

Ms. Kulkarni said the detention pond lot is tied to the lot in question (Lot 1-R-1) as well as the surrounding properties.

Chairman Cocking said that Twin Creeks was a unique property. When the area was originally designed, there was an approach to take to create a common detention center of water retention and drainage for the entire large scale area.

Mr. Bass added that the intent of the civic space was to be shared and the ponds were already in place. The independent living site is quite narrow, so it was negotiated with the Parks department to give credit for the detention area. The detention area will be shared with various surrounding owners.

Commissioner Ogrizovich asked who would maintain the detention area.

Ms. Kulkarni stated that there will be a maintenance agreement for the subject property and the surrounding properties. The maintenance agreement will be in place for all of the various owners.

Mr. Bass added that the Keller Williams facility has an undivided interest in all the property. This current developer also has an undivided interest. Currently, Twin Creeks owns the vast majority of the acreage. Ultimately, there will be multiple owners all with an equal interest in the detention area.

Commissioner Ogrizovich asked if the detention area is going to be maintained by private owners and not by the Parks department.

Mr. Bass stated that it is a private facility and at the time of platting, there will be an agreement that will be filed of record of the maintenance. He stated that the detention pond lot will not be a publicly owned facility.

Chairman Cocking stated this map (of the detention ponds) has been used before with Keller Williams with some improvements already in place. He asked if the map will be completed when the property is ready or if there is a concise list of what will be built.

Ms. Kulkarni stated with this project only what is shown on the rendering will be built. In the future, when other properties surrounding are built, there will be additional improvements.

Chairman Cocking asked if everything on the rendering is going to be built.

Michael Shafer, 1910 Bordeaux Court, Allen, Texas, stated that is correct. Everything that is in the rendering including the path around Ponds 2 and 3 is including a sitting area in the middle of Ponds 2 and 3, covered sitting area, and the enhanced entrance to the detention pond area will be constructed.

Chairman Cocking asked if the area will be wheelchair accessible, to which Mr. Shafer answered yes.

Mr. Bass clarified that a portion of the trail along the first pond is already in place. The ponds serve a regional purpose, and accept water from Exchange Parkway. The round facility is the gazebo facility. He also pointed out the new portion of the trail that will be expanded. The improvements shown on the detention pond area go beyond what was originally shown in the original PD.

Commissioner Orr asked about parking for the open space, and if there is an overage in the parking count for someone who might want to visit the space but not be a part of the senior independent living.

Ms. Kulkarni stated the parking ratio is 1.44 and there are 351 parking spaces for residents and visitors.

Chairman Cocking stated that this is a private park and it is not expected that people will drive to it from the neighboring area to use this facility.

Mr. Shafer stated that the Homewood Suites visitors may use the park as a walking trail. However, it is unlikely that people will visit this park as there are several other public parks in Allen.

Chairman Cocking opened the public hearing.

Chairman Cocking closed the public hearing.

Chairman Cocking stated that no letters were received.

Commissioner Ogrizovich said that it is a nice project and is suitable for the area.

Chairman Cocking asked the applicant what would prevent garages from being used as storage buildings rather than as parking.

Mr. Shafer stated they would manage that. He also stated that there will be a lot of storage within the facility and built into the plan. The garages are not intended to be storage units.

Motion: **Upon a motion by Commissioner Orr, and a second by Commissioner Ogrizovich, the Commission voted 6 IN FAVOR, and 0 OPPOSED to approve the request to amend the development regulations of Planned Development No. 108 and adopt a Concept Plan and Building Elevations relating to an 8.142± acre portion of Lot 1-R-1, Block F, Bray Central One Addition, for Alders at Twin Creeks.**

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE: October 27, 2015

SUBJECT: Conduct a Public Hearing and Adopt a Resolution Establishing Commercial and Residential Drainage Fees.

STAFF RESOURCE: Steve Massey, Director of Community Services
Chris Flanigan, Director of Engineering
Eric Cannon, Chief Financial Officer

PREVIOUS COUNCIL ACTION: Ordinance No. 1161-3-93 adopted on March 4, 1993, and Ordinance No. 121-9-93 adopted on September 16, 1993, created the Municipal Utility Drainage System and established drainage fees.

Resolution No. 2793-12-08(R) adopted on December 9, 2008, set the current rates and fees for drainage services.

ACTION PROPOSED: Conduct a Public Hearing and Adopt a Resolution Establishing Commercial and Residential Drainage Fees.

BACKGROUND

The City's Municipal Utility Drainage System ordinance was established in March 1993 and the ordinance and associated fees were updated in December 2008.

The December 2008 fee adjustments increased residential and commercial drainage fees by approximately nine percent. However, in addition to this nine percent increase, commercial rates that were previously capped at a maximum drainage fee of \$50 per month were both raised by nine percent and uncapped. The uncapping of the commercial fee for existing customers was implemented at a rate of a \$50 per month increase per year until the full calculated rate was attained. In a few cases where commercial customers had large impervious areas, it took until 2014 for the drainage fee to reach their full uncapped commercial cost per month. In this transition, some commercial properties saw their drainage fees increase from \$50 per month up to over \$250 per month. The City's residential drainage fee was increased from \$2.75 to \$3.00 per month when commercial rates were increased by the same percentage and uncapped. This was a total annual residential drainage fee increase of \$3.00 per year.

The drainage utility fund has seen increased operating costs due to the demanding requirements of the Texas Pollution Discharge Elimination Program (TPDES) as well as to address the need

to service drainage debt service. We have also seen the end of year enterprise fund retained earnings steadily drop from over \$1 million to just \$450,850 that is projected at the end of Fiscal Year 2016 should a rate increase not be implemented. This represents 104 days of fund reserve. Fund financial policy is to maintain between 90 and 120 days of fund operational reserves.

It is prudent financial management to slightly increase fees early in Fiscal Year 2015-2016 in order to assure the drainage enterprise fund can cover its operational costs and does not adversely affect the City's overall bond rating. Since The City has been steadily increasing commercial rates for larger properties since 2009, it is suggested that the slight rate increase be applied to only residential properties.

Our immediate neighboring communities have similar TPDES and drainage fund situations as in Allen. A survey of their current residential rates shows Richardson at \$3.75 per month, McKinney and Plano at \$4.00 per month, and Frisco at \$4.25 per month.

Staff recommends a \$0.25 residential rate increase from \$3.00 to \$3.25 per month commencing on November 1, 2015. This would still keep Allen's residential drainage fee below that of our neighbor cities.

BUDGETARY IMPACT

The proposed drainage fee adjustments will generate approximately \$73,000 in additional revenue in FY16 for the drainage fund, resulting in approximately 120 days of reserve at the end of FY16.

STAFF RECOMMENDATION

Staff recommends the City Council hold a public hearing and adopt a resolution establishing Commercial and Residential Drainage Fees, which increases the residential monthly drainage fees from \$3.00 per month to \$3.25 per month effective November 1, 2015.

MOTION

I make a motion to adopt Resolution No. _____ establishing Commercial and Residential Drainage Fees, which increases the residential monthly drainage fees from \$3.00 to \$3.25 per month effective November 1, 2015.

ATTACHMENT

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ESTABLISHING A SCHEDULE OF CHARGES FOR DRAINAGE SERVICE FOR THE MUNICIPAL DRAINAGE UTILITY SYSTEM; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 14, Article III, of the Code of Ordinances of the City of Allen, Texas, as amended, the City of Allen created the Municipal Drainage Utility System ("System") in accordance with V.T.C.A., Local Government Code §552.041, et.seq., known as the Municipal Drainage Utility Systems Act ("the Act"); and,

WHEREAS, in accordance with §552.045(d) of the Act and Section 14-72 of the Code of Ordinances of the City of Allen, Texas, the City Council of the City of Allen, established a schedule of drainage charges to be levied on real property that will benefit from and use the System except those properties otherwise exempt from such under the Act or as otherwise set forth in Section 14-74 of the Code of Ordinances of the City of Allen, Texas; and,

WHEREAS, in accordance with §552.047, the City of Allen, Texas, may change, adjust, and readjust the rates and charges for drainage services from time to time; as the result of the increased cost of repairing, expanding, operating, and maintaining the System and the need to provide an even greater equity of drainage charges for users of the System, the City Council of the City of Allen, Texas, finds it to be in the public interest to amend the schedule of drainage charges for the System in order to provide adequate revenue to pay the costs of operating the System.

WHEREAS, the City Council of the City of Allen, Texas, finds that notice of the public hearing held this date was made in accordance Section 552.045(c) and (d) of the Act and that a public hearing with respect to the subject matter contained in the Resolution has been held in accordance with the Act prior to the passage of this Resolution; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, THAT:

SECTION 1. The property classes set forth in this resolution shall be as defined in Section 14-73 of the Code of Ordinances of the City of Allen, Texas.

SECTION 2. Every owner of non-exempt property within the Municipal Drainage Utility System shall pay each and every month a Base Drainage Charge in an amount equal to the greater of:

- (a) the Base Rate for the respective property class set forth in Section 5, below, multiplied by the total acreage of the property being assessed; or
- (b) \$3.25.

SECTION 3. In lieu of the Base Drainage Charge and upon the determination of the impervious acreage within the boundaries of the property to be assessed in accordance with Section 4, below, owners of non-exempt property classified as anything other than Single Family Residential may pay each and every month an Alternate Drainage Charge in an amount equal to the greater of:

- (a) the Alternate Rate for the respective property class set forth in Section 5, below, multiplied by the impervious acreage of the property being assessed; or

(b) \$3.25.

SECTION 4. The impervious acreage of a property to be assessed shall be determined by the City Engineer upon review of a survey of the property prepared and sealed by a Texas registered professional engineer or a Texas registered professional land surveyor which survey shows the location of the impervious area of the property and calculates the acreage of the impervious area.

SECTION 5. The Base Rates and Alternate Rates for each property classification shall be as follows:

| Property Classification | Base Rate | Alternate Rate |
|------------------------------------|---|----------------|
| Single Family Residential Property | \$3.25 per dwelling located on the property | n/a |
| Multi-Family Residential Property | \$20.42 | \$22.69 |
| Commercial/Industrial Property | \$20.42 | \$22.69 |
| Day Care Facility | \$15.88 | \$22.69 |
| Religious Facility | \$15.88 | \$22.69 |

SECTION 6. Notwithstanding the amount of Base Drainage Charge or Alternate Drainage Charge due pursuant to Section 3 or Section 4, above, the maximum monthly Base Drainage Charge or Alternate Drainage Charge for properties classified as Commercial/Industrial Property, Day Care Facility, or Religious Facility shall be \$100.00 per month beginning January 1, 2009, which maximum monthly amount shall increase by an additional \$50.00 on January 1st of each year thereafter until January 1, 2018. Beginning January 1, 2019, and each month thereafter, the maximum Base Drainage Charge or Alternate Drainage Charge due each month shall be the amounts set forth in Section 3 or Section 4, above, whichever is applicable.

SECTION 7. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Resolution be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said Resolution, which shall remain in full force and effect.

SECTION 8. All prior Resolutions of the City of Allen, Collin County, Texas, in conflict with the provisions of this Resolution, and the same are hereby repealed; provided, however, that all other provisions of said Resolutions not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 9. This Resolution shall be effective on November 1, 2015, and it is accordingly so resolved.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 27TH DAY OF OCTOBER 2015.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, TRMC, CITY SECRETARY