

**AGENDA
CITY OF ALLEN
CITY COUNCIL REGULAR MEETING
SEPTEMBER 22, 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 a Blue Star Flag to a Family of Allen Service Personnel Currently Deployed by the U.S. Armed Forces.

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.]*

3. Approve Minutes of the September 8, 2015, Regular City Council Meeting.
4. Adopt a Resolution Amending the City Council's Rules of Order and Procedure.
5. Adopt a Resolution Authorizing the City Manager to Execute an Interlocal Jail Services Agreement Between the City of Allen and Collin County Annually.
6. Authorize the City Manager to Execute a Development Agreement with Meritage Homes, LLC for the Development of 3.0± Acres of Parkland for Orchards Park in Conjunction with Malone Meadows.
7. Authorize the City Manager to Execute an Amendment to the Arena License Agreement with Stephen Brothers Sport Management of Allen, LLC, dba Allen

Americans, a Texas Limited Liability Company, to Reflect a League Membership Change and to Modify Exhibits A, C, D and E and Add Exhibit F.

8. Authorize the City Manager to Execute a Service Agreement with Motorola Solutions in the Amount of \$226,200 for Hardware and Software Maintenance of the P-25 Trunked Radio System Utilized by Public Safety.
9. Receive the Capital Improvement Program (CIP) Status Reports.
10. Receive the Summary of Property Tax Collections as of August 2015.

Regular Agenda.

11. Adopt a Resolution Establishing a Residential Waste Services Senior Discount; and Setting Rates and Fees for Commercial and Residential Solid Waste, Recycling, and Household Hazardous Waste Services.

Other Business.

12. Calendar.
13. 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.)

14. 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, September 18, 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.

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE: September 22, 2015

SUBJECT: Presentation of a Blue Star Flag to a Family of Allen Service Personnel Currently Deployed by the U.S. Armed Forces.

STAFF RESOURCE: Shelley B. George, City Secretary

BACKGROUND

The City of Allen wishes to honor our Allen area service personnel currently deployed by the U.S. Armed Forces by presenting a Blue Star Flag to their families. The Blue Star Flag, whose history dates back to World War I, is displayed in the family's window when a loved one is currently serving in the Armed Forces.

Mayor Terrell and the Allen City Councilmembers will present a Blue Star Flag to Mr. and Mrs. Prado, parents of Senior Airman Victor Prado, United States Air Force, who serves with the 355th Maintenance Group as an aircraft mechanic working on C-130 airplanes. He joined the Air Force in January 2012. He is stationed at Davis Monthan Airbase in Arizona.

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE: September 22, 2015

SUBJECT: Approve Minutes of the September 8, 2015,
Regular City Council Meeting.

STAFF RESOURCE: Shelley B. George, City Secretary

ATTACHMENT

Minutes

ALLEN CITY COUNCIL

REGULAR MEETING

SEPTEMBER 8, 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 (absent)

Pete Smith, City Attorney

Kathleen Vaught, Interactive Media Manager

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 6:30 p.m. on Tuesday, September 8, 2015, in the Council Conference Room of the Allen City Hall, 305 Century Parkway, Allen, Texas.

- Update Regarding US75 Construction
- Questions on Current Agenda
- Committee Updates from City Council Liaisons

With no further discussion, the Workshop Session of the Allen City Council was adjourned at 7:04 p.m. on Tuesday, September 8, 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 7:07 p.m. on Tuesday, September 8, 2015, in the Council Chambers of the Allen City Hall, 305 Century Parkway, Allen, Texas.

Pledge of Allegiance

Public Recognition

1. Citizens' Comments.

2. **Recognition of the City of Allen Finance Department as Recipient of the Distinguished Budget Presentation Award by the Government Finance Officers Association (GFOA) for the Sixteenth Consecutive Year.**
3. **Allen Economic Development Performance Overview and Update by Elizabeth Morris with Insight Research Corporation.**

Consent Agenda

MOTION: Upon a motion made by Councilmember Brooks and a second by Councilmember Obermeyer, 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 August 25, 2015, Regular Meeting of the Allen City Council.**
5. **Approve Minutes of the August 21-23, 2015, Budget Workshop of the Allen City Council.**
6. **Adopt a Resolution Designating The Allen American as the Official Newspaper of the City of Allen for Fiscal Year 2015-2016.**

RESOLUTION NO. 3323-9-15(R): A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, DESIGNATING THE ALLEN AMERICAN AS THE OFFICIAL NEWSPAPER OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, FOR FISCAL YEAR 2015-2016; AUTHORIZING THE CITY MANAGER TO CONTRACT WITH THE ALLEN AMERICAN; AND PROVIDING AN EFFECTIVE DATE.

7. **Adopt a Resolution Reappointing Members to Fill Expiring Terms on the Board of Directors for Tax Increment Financing (TIF) Reinvestment Zone No. 1 (Garden District).**

RESOLUTION NO. 3324-9-15(R): A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPOINTING THE BOARD OF DIRECTORS OF THE ALLEN TAX INCREMENT FINANCING REINVESTMENT ZONE NO. 1; AND PROVIDING FOR AN EFFECTIVE DATE.

8. **Adopt a Resolution Reappointing Members to Fill Expiring Terms on the Board of Directors for Tax Increment Financing (TIF) Reinvestment Zone No. 2 (Central Business District).**

RESOLUTION NO. 3325-9-15(R): A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPOINTING THE BOARD OF DIRECTORS OF THE ALLEN TAX INCREMENT FINANCING REINVESTMENT ZONE NO. 2; AND PROVIDING FOR AN EFFECTIVE DATE.

9. **Adopt a Resolution Nominating Mr. Gary Rodenbaugh for Election to the Board of Directors for the Collin Central Appraisal District and Cast 122 Votes for Said Candidate.**

RESOLUTION NO. 3326-9-15(R): A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, PLACING IN NOMINATION THE NAME OF GARY RODENBAUGH FOR MEMBERSHIP ON THE BOARD OF DIRECTORS OF THE COLLIN CENTRAL APPRAISAL DISTRICT; CASTING BALLOTS FOR THE BOARD OF DIRECTORS FOR THE COLLIN CENTRAL APPRAISAL DISTRICT IN ACCORDANCE WITH SECTION

6.03(g) OF THE STATE PROPERTY TAX CODE; DIRECTING THE CITY SECRETARY TO NOTIFY INTERESTED PARTIES OF SAID ACTION; AND PROVIDING AN EFFECTIVE DATE.

10. **Amend Resolution 3292-4-15 Relating to the Family Violence Investigation and Prevention Officer Grant, Updating the Grant Application Number From 2780701 to 2780702 to Reflect That This is a Second Year Grant Application.**

RESOLUTION NO. 3327-9-15(R): A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, TO APPLY FOR, ACCEPT, REJECT, ALTER, OR TERMINATE GRANT # 2780702 A GRANT FROM THE STATE OF TEXAS, OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION PROVIDING FUNDING FOR A FAMILY VIOLENCE INVESTIGATION AND PREVENTION OFFICER, IF AWARDED.

11. **Authorize the City Manager to Sign a Memorandum of Understanding with the North Texas Municipal Water District (NTMWD) Regarding Development of a Regional Capacity, Management, Operations, and Maintenance (CMOM) Program.**
12. **Award Bid and Authorize the City Manager to Execute the Purchase of Non Alcoholic Beverages and Award Pouring Rights with Coca Cola Refreshments as the Vendor in the amount of \$245,000 with the Option for Four, One-Year Renewals.**
13. **Authorize the City Manager to Execute a Contract for Supplemental Electrical and Lighting Work Related to the Security Camera Phase 2 Installation at Celebration Park with Boyd Electric in the Amount of \$60,060.**
14. **Authorize the City Manager to Execute an Amendment to the Professional Services Agreement with BR Architects & Engineers in an Amount Not to Exceed \$28,376 for Structural Engineering Design and Construction Administration Services at Allen Heritage Village.**
15. **Accept Required Certifications from the Tax Assessor/Collector's Office Including the Certifications Rate for the 2015 Tax Year, the Certification of Excess Debt Collections for the 2014 Tax Year and the 2015 Appraisal Roll.**

The motion carried.

Regular Agenda

Councilmember Obermeyer filed an Affidavit of Conflict of Interest with the City Secretary and recused himself from the Council dais.

16. **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.**

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

MOTION: Upon a motion made by Councilmember Herald and a second by Councilmember Brooks, the Council voted six (6) for and none (0) opposed, to continue the public hearing and table this agenda item to the October 13, 2015, Council meeting. The motion carried.

Councilmember Obermeyer returned to the Council dais.

17. Adopt Ordinance Approving the Fiscal Year 2015-2016 Budget, Amending the Fiscal Year 2014-2015 Budget, and Approving the 2016-2020 Capital Improvement Program.

ORDINANCE NO. 3328-9-15: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPROVING AND ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015, AND ENDING SEPTEMBER 30, 2016; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET; APPROPRIATING AND SETTING ASIDE THE NECESSARY FUNDS OUT OF THE GENERAL AND OTHER REVENUES FOR SAID FISCAL YEAR FOR THE MAINTENANCE AND OPERATION OF THE VARIOUS DEPARTMENTS AND FOR VARIOUS ACTIVITIES AND IMPROVEMENTS OF THE CITY; APPROPRIATING THE VARIOUS AMOUNTS REQUIRED FOR SUCH BUDGET; PROVIDING FOR RECORDING OF THE ORDINANCE; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR 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. 3328-9-15, as previously captioned, approving the Fiscal Year 2015-2016 budget, amending the Fiscal 2015-2015 budget, and approving the 2016-2020 Capital Improvement Program. The motion carried.

MOTION: Upon a motion made by Councilmember Sedlacek and a second by Councilmember Herald, the Council voted seven (7) for and none (0) opposed, to ratify the increase in property tax revenues reflected in the Fiscal Year 2015-2016 budget. The motion carried.

18. Adopt Ordinance Setting the Tax Rate for the 2015-2016 Fiscal Year Budget.

ORDINANCE NO. 3329-9-15: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, LEVYING THE AD VALOREM TAXES FOR THE TAX YEAR 2015 (FISCAL YEAR 2015-2016) AT A RATE OF \$0.53000 PER ONE HUNDRED DOLLARS (\$100) ASSESSED VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF ALLEN AS OF JANUARY 1, 2015, TO PROVIDE REVENUE FOR THE PAYMENT OF CURRENT EXPENSES; PROVIDING FOR AN INTEREST AND SINKING FUND FOR ALL OUTSTANDING DEBT OF THE CITY OF ALLEN; PROVIDING FOR DUE AND DELINQUENT DATES TOGETHER WITH PENALTIES AND INTEREST; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

MOTION: Upon a motion made by Councilmember Caplinger and a second by Councilmember Obermeyer, the Council voted seven (7) for and none (0) opposed to adopt Ordinance No. 3329-9-15, as previously captioned, setting that tax rate for the 2015-2016 Fiscal Year. The motion carried.

The regular meeting recessed at 7:35 p.m.

Executive Session

In accordance with the Texas Government Code, the Allen City Council convened into Executive Session at 7:40 p.m. on Tuesday, September 8, 2015, in the Council Conference Room, 305 Century Parkway, Allen, Texas, in order to discuss matters pertaining to:

24. Personnel Pursuant to Section 551.074 of the Texas Government Code —

Discuss Appointments to the Board of Adjustment, Building and Standards Commission, Community Development Corporation, Economic Development Corporation, and Planning and Zoning Commission.

The Executive Session adjourned at 8:00 p.m. on Tuesday, September 8, 2015.

25. Reconvene and Consider Action on Items Discussed during Executive Session.

The Allen City Council reconvened into the Regular Meeting at 8:00 p.m. on Tuesday, September 8, 2015. The following action was taken on items discussed during Executive Session.

19. Consider Appointments to Fill Expiring Terms and Vacancies on the Following Boards, Commissions, Committees and Corporations: Animal Shelter Advisory Committee, Board of Adjustment/Building and Standards Commission/Sign Control Board, Central Business District Design Review Committee, Community Development Corporation Board, Convention and Visitors Bureau Advisory Board, Economic Development Corporation Board, Keep Allen Beautiful Board, Library Board, Parks and Recreation Board, Planning and Zoning Commission, and Public Art Committee.

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 accept the nominations presented by the Council Nominating Committee and that the slate of individuals nominated be appointed by acclamation to the designated places as follows:

<u>Animal Shelter Advisory Committee</u>		<u>Expiration Date</u>
Place No. 1	Alan Coffman	September 30, 2017
Place No. 3 (staff)	Allison Harper	September 30, 2017
Place No. 5	Matt McGee	September 30, 2017

<u>Board of Adjustment/Building & Standards Commission/ Sign Board</u>		<u>Expiration Date</u>
Place No. 1	Gene Autrey	September 30, 2017
Place No. 3	Craig Gillis	September 30, 2017
Place No. 5	Kimberly Clarkson-Harrison	September 30, 2017
Alt. Place No. 1	Dan Metevier	September 30, 2017

<u>Central Business District Design Review Committee</u>		<u>Expiration Date</u>
Place No. 1	Beverly Pruitt	September 30, 2017

<u>Community Development Corporation</u>		<u>Expiration Date</u>
Place No. 1	Chris Schulmeister	September 30, 2017
Place No. 3	Michael Freiburger	September 30, 2017

Place No. 5	Stacey Gonzales	September 30, 2017
Place No. 7	Ross Obermeyer	September 30, 2017

<u>Convention and Visitors Bureau Advisory Board</u>		<u>Expiration Date</u>
Place No. 1	Dana Pickle	September 30, 2017
Place No. 3	Carson Doss	September 30, 2017
Place No. 5	Baine Brooks	September 30, 2017

<u>Economic Development Corporation</u>		<u>Expiration Date</u>
Place No. 2	Michael Schaeffer	September 30, 2018

<u>Keep Allen Beautiful</u>		<u>Expiration Date</u>
Place No. 1	Susan Ponder	September 30, 2017
Place No. 2	Chris Wallace	September 30, 2016
Place No. 3	Troy Webre	September 30, 2017
Place No. 5	Cheryl Baez	September 30, 2017
Place No. 6	Elias Shaikh	September 30, 2016
Place No. 7	Mark Schallhorn	September 30, 2017

<u>Library Board</u>		<u>Expiration Date</u>
Place No. 1	Michelle Perry	September 30, 2017
Place No. 3	Shahmeen Khan	September 30, 2017
Place No. 5	Kimberly Hinton	September 30, 2017
Place No. 7	Rekha Mathai	September 30, 2017

<u>Parks and Recreation Board</u>		<u>Expiration Date</u>
Place No. 1	Brittani Hayes	September 30, 2017
Place No. 3	Tricia Losavio	September 30, 2017
Place No. 5	Tom Cowart	September 30, 2017
Place No. 7	Paul Davidson	September 30, 2017

<u>Planning and Zoning Commission</u>		<u>Expiration Date</u>
Place No. 1	Ben Trahan	September 30, 2017
Place No. 3	Stephen Platt, Jr.	September 30, 2017
Place No. 5	Shirley Mangrum	September 30, 2017
Place No. 7	John Ogrizovich	September 30, 2017

<u>Public Art Committee</u>		<u>Expiration Date</u>
Place No. 1	Tod Raines	September 30, 2017
Place No. 3	Ann Carroll	September 30, 2017
Place No. 5	Susan Barry	September 30, 2017
Place No. 7	Denise Gilbert	September 30, 2017

The motion carried.

- 20. Appoint the 2015 Capital Improvement Program (CIP) Steering Committee and Designate a Chair.**

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 appointment: Joe Farmer, Chris Schulmeister, Kathy Litinas, Mary Vail-Grube, Craig Gillis, and George Chrisman to the 2015 Capital Improvement Program (CIP) Steering Committee, and to designate Joe Farmer to serve as Chair. The motion carried.

21. Motion to Confirm Appointments of Councilmembers as Liaisons to City Boards and Commissions as Nominated by Mayor Terrell.

Mayor Terrell made the following nominations:

Mayor Terrell	Mayor's Committee, Member NCTCOG Regional 9-1-1 Advisory Committee, Board Member Dallas Regional Mobility Coalition, Executive Committee Member Regional Transportation Committee, Board Member North Texas Commission, Board of Directors Allen Chamber of Commerce, Ex-Officio Member
Councilmember Kizer	Council Finance/Audit Committee, Member Council Nominating Committee, Member Planning & Zoning Commission, Council Liaison Public Art Committee, Council Liaison
Councilmember Obermeyer	Community Development (Corporation), Board Member Council Nominating Committee, Member North Texas Municipal Water District, Council Liaison
Councilmember Herald	Economic Development (Corporation), Board Member Keep Allen Beautiful, Council Liaison Library Board, Council Liaison
Councilmember Sedlacek	ACO Advisory Council, Member Council Finance/Audit Committee, Member Council Nominating Committee, Member
Mayor Pro Tem Caplinger	Mayor's Committee, Member Animal Shelter Advisory Committee, Council Liaison Board of Adjustment, Council Liaison Building & Standards Commission, Council Liaison CBD Design Review Committee, Council Liaison Sign Control Board, Council Liaison
Councilmember Brooks	Convention and Visitors Bureau Advisory Board, Member Council Finance/Audit Committee, Member Council Nominating Committee, Member Parks and Recreation Board, Council Liaison

MOTION: Upon a motion made by Councilmember Brooks and a second by Councilmember Herald, the Council voted seven (7) for and none (0) opposed to confirm the appointments of Councilmembers as Board Liaisons to City Boards and Commissions as nominated by Mayor Terrell. The motion carried.

Other Business

22. Calendar.

- September 10 - Allen Community Outreach will celebrate its 30th anniversary at a luncheon at the Courtyard.

23. Items of Interest.

- Council wished happy birthday to Pete Smith, Councilmember Kizer, and Mayor Terrell.
- Council recognized Boy Scouts from Troop Nos. 224, 8134, 328, and 79 in attendance as a requirement for earning a merit badge.

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 8:10 p.m. on Tuesday, September 8, 2015. The motion carried.

These minutes approved on the 22nd day of September 2015.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, TRMC, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE: September 22, 2015

SUBJECT: Adopt a Resolution Amending the City Council's Rules of Order and Procedure.

STAFF RESOURCE: Shelley B. George, City Secretary

PREVIOUS COUNCIL ACTION: Adopted Resolution No. 2858-9-09(R).

ACTION PROPOSED: Adopt a Resolution Amending the City Council's Rules of Order and Procedure.

BACKGROUND

In September 2009, City Council last amended the City Council Rules of Order and Procedure.

The document calls for review at least every two years with revisions as needed. This year, there is one proposed revision recommended. The proposal that is incorporated into the attached Resolution is to delete the Standing Committee for the Convention and Visitor's Bureau.

STAFF RECOMMENDATION

Staff recommends that the City Council adopt a resolution amending the City Council's Rules of Order and Procedure.

MOTION

I make a motion to adopt Resolution No. _____ amending the City Council's Rules of Order and Procedure.

ATTACHMENT

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, REVISING CERTAIN SECTIONS OF THE CITY COUNCIL RULES OF ORDER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council previously adopted Rules of Order and Procedure; and,

WHEREAS, Section 8.1 of the Rules of Order and Procedure requires the City Council to review and revise the Rules as needed, or at a minimum of every two years; and,

WHEREAS, upon review, it has been determined that certain sections of the Rules of Order and Procedure need to be revised to be consistent with current City Council policies and procedures.

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

SECTION 1. The City Council Rules of Order and Procedure shall be revised as stated in Exhibit "A."

SECTION 2. This Resolution shall become effective immediately from and after its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 22ND DAY OF SEPTEMBER 2015.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY

EXHIBIT “A”

**CITY COUNCIL
RULES OF ORDER AND PROCEDURE**

City of Allen, Texas

Approved by a Vote of the City Council

on

December 16, 1999, by Resolution No. 1787-12-99(R)

Amended June 25, 2002, by Resolution No. 2060-6-02(R)

Amended October 25, 2005, by Resolution No. 2450-10-05(R)

Amended November 13, 2007, by Resolution No. 2673-11-07(R)

Amended September 22, 2009, by Resolution No. 2858-9-09(R)

TABLE OF CONTENTS

1.AUTHORITY

- 1.1 CHARTER**
- 1.2 COUNCIL COMMITTEES**
- 1.3 COUNCILMEMBER APPOINTMENTS AND ASSIGNMENTS**
- 1.4 MAYOR TO ACT AS COUNCIL CEREMONIAL REPRESENTATIVE**
- 1.5 COUNCILMEMBER PARTICIPATION IN COMMUNITY ACTIVITIES**

2. COUNCIL MEETINGS

- 2.1 REGULAR MEETINGS**
- 2.2 PRE-COUNCIL MEETING WORKSHOPS**
- 2.3 SPECIAL MEETINGS AND EMERGENCY MEETINGS**
- 2.4 ADJOURNED MEETINGS**
- 2.5 EXECUTIVE SESSIONS**
- 2.6 NOTICE OF MEETINGS**
- 2.7 QUORUM**
- 2.8 CHAIR**
- 2.9 ATTENDANCE BY THE PUBLIC**
- 2.10 MINUTES**
- 2.11 ESTABLISHING THE CITY COUNCIL MEETING AGENDA**

3. ORDER OF BUSINESS

- 3.1 GENERAL ORDER**
- 3.2 NUMBERING AND INDEXING OF AGENDA ITEMS**
- 3.3 PUBLIC RECOGNITION**
- 3.4 CONSENT AGENDA**
- 3.5 ITEMS OF INTEREST/COUNCIL COMMUNICATIONS**
- 3.6 STANDARD ADJOURNMENT**

4. RULES OF CONDUCT

- 4.1 GENERAL PROCEDURE**
- 4.2 AUTHORITY OF THE CHAIR**
- 4.3 MAYOR TO FACILITATE COUNCIL MEETINGS**
- 4.4 COUNCIL DELIBERATION AND ORDER OF SPEAKERS**
- 4.5 LIMIT DELIBERATIONS TO ITEM AT HAND**
- 4.6 LENGTH OF COUNCIL COMMENTS**
- 4.7 OBTAINING THE FLOOR**
- 4.8 MOTIONS**
- 4.9 PROCEDURES FOR MOTIONS**
- 4.10 VOTING**
- 4.11 NON-OBSERVANCE OF RULE**

5. PUBLIC HEARINGS

- 5.1 GENERAL PROCEDURE**
- 5.2 CONTINUANCE OF HEARINGS**
- 5.3 PUBLIC DISCUSSION AT HEARINGS**
- 5.4 COMMUNICATIONS AND PETITIONS**

6. ADDRESSING THE CITY COUNCIL

- 6.1 STAFF PRESENTATIONS**
- 6.2 ORAL PRESENTATIONS BY MEMBERS OF THE PUBLIC**
- 6.3 CITIZENS' COMMENTS**
- 6.4 POWERPOINT PRESENTATIONS**
- 6.5 PUBLIC MEETING APPEARANCE CARDS**
- 6.6 REPETITIOUS COMMENTS PROHIBITED**
- 6.7 WAIVER OF RULES**
- 6.8 NON-EXCLUSIVE RULES**

7. COUNCILMEMBER ADMINISTRATIVE SUPPORT

- 7.1 MAIL**
- 7.2 CITY COUNCIL CORRESPONDENCE**
- 7.3 CLERICAL SUPPORT**
- 7.4 MASTER CALENDAR**
- 7.5 REQUESTS FOR RESEARCH OR INFORMATION**
- 7.6 CITY COUNCIL NOTIFICATION OF SIGNIFICANT INCIDENTS**

8. PROCEDURES ADMINISTRATION

- 8.1 BIENNIAL REVIEW OF CITY COUNCIL PROCEDURES**
- 8.2 ADHERENCE TO PROCEDURES**
- 8.3 CITY ATTORNEY AS PROCEDURE ADVISOR**
- 8.4 APPLICABILITY OF PROCEDURES**

1. AUTHORITY

1.1 CHARTER

The City of Allen Charter Sections 2.18 and 2.19 provide that the City Council shall determine its own rules of order of business and procedures for meetings. These shall be in effect upon adoption by the City Council and until such time as amended, suspended or new rules are adopted in the manner provided.

1.2 COUNCIL COMMITTEES

At the commencement of the City Council year in June, the following standing committees and ad hoc committees, each to consist of up to three Councilmembers, shall be recommended for appointment by the Mayor with concurrence through a motion of the full City Council. Committees shall set the schedule for meetings and may hold additional meetings upon request of a committee member or staff member.

a. Standing Committees

- The Mayor's Committee (membership consisting of the Mayor and the Mayor Pro Tem) which is responsible for review of the City Council meeting agenda prior to posting the final agenda.
- The Finance/Audit Committee which reviews the audit of the organization and any recommended changes to the employee pay and classification plan.
- The Nominating Committee which reviews applications, interviews candidates and makes recommendations to the City Council on appointments to City Boards and Commissions.
- ~~The Convention and Visitors Bureau Committee which reviews the tourism program and any recommended changes to Convention and Visitors Bureau's Marketing Plan.~~

b. Ad Hoc Committees

Ad hoc committees are formed on an *as needed* basis with a clearly defined purpose and term, as well as reporting requirements.

1.3 COUNCILMEMBER APPOINTMENTS AND ASSIGNMENTS

At the commencement of the City Council year in June, the Mayor nominates and the City Council confirms Councilmember appointments to outside agencies, committees, task forces, boards and commissions, and liaison appointments. Councilmembers provide a link for representing the values, beliefs and position of the City Council to these entities. The representative will periodically report to the City Council on the activities of these organizations.

1.4 MAYOR TO ACT AS COUNCIL CEREMONIAL REPRESENTATIVE

According to Charter Section 2.05, the Mayor has been delegated the responsibility to act as the City Council's ceremonial representative at public events and functions. In the Mayor's absence, the Mayor Pro Tem assumes this responsibility. In both the Mayor's and Mayor Pro Tem's absence, the Mayor will appoint another Councilmember to assume the responsibility.

1.5 COUNCILMEMBER PARTICIPATION IN COMMUNITY ACTIVITIES

From time to time, Councilmembers may choose to participate in community activities, committees, events and task forces. When a Councilmember participates in these types of activities, the Councilmember is acting as an interested party rather than acting on behalf of the City Council. Acting or participating on behalf of the City Council is limited to those instances when the City Council has formally designated the Councilmember as its representative for the matter.

2. COUNCIL MEETINGS

2.1 REGULAR MEETINGS

Consistent with Charter Section 2.15, regular meetings of the City Council shall be set by resolution after which time the Council shall meet regularly at least once each month. The meetings are held in the City Council Chambers and begin at 7:00 p.m.

a. **Other Locations**

The City Council may, from time to time, elect to meet at other locations and upon such election shall give public notice of the change of location in accordance with provisions of State law.

b. **Location During Local Emergency**

If by reason of fire, flood or other emergency, it is unsafe to meet in the City Council Chambers, the meetings may be held for the duration of the emergency at such other place as may be designated by the Mayor or, in the Mayor's absence, by the Mayor Pro Tem or the City Manager.

c. **Cancellation of Meetings**

When the day for any regular meeting falls on a legal holiday, the regularly scheduled meeting for such day shall be deemed canceled unless otherwise specified by the City Council. At other times, when the City Council deems appropriate, one or more regular meetings may be canceled by a majority vote of the City Council.

2.2 PRE-COUNCIL MEETING WORKSHOPS

Immediately prior to each regular City Council meeting, beginning at 6:00 p.m., the City Council shall conduct a Workshop in order to allow the City Council to informally review items of interest that may be scheduled for formal presentation at future City Council meetings, or are strictly informational in nature. The City Council may not take formal action on items presented at the Workshop.

2.3 SPECIAL MEETINGS AND EMERGENCY MEETINGS

Consistent with Charter Section 2.15, special meetings may be called at any time by the Mayor or by two or more members of the City Council. The City Secretary shall post notice thereof as provided by State law. Special meetings may be held at any location in the City as long as such meetings are conducted in accordance with State law. In case of emergency or urgent public necessity which shall be expressed in the notice of the meeting, an emergency meeting may be called by the Mayor or by two members of the City Council, and it shall be sufficient if the notice is posted two hours before the meeting is convened. Diligent effort to notify all Councilmembers shall be made prior to the emergency meeting.

(Texas Government Code, Section 551.045)

2.4 ADJOURNED MEETINGS

The City Council may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the order of adjournment pursuant to the provisions of the Texas Open Meetings Act.

(Texas Government Code, Section 551)

2.5 EXECUTIVE SESSIONS

The City Council may meet in Executive Session during any regular or special meeting, or anytime otherwise authorized by State law, to consider or hear any matter which is authorized by State law to be heard or considered in Executive Session.

- a. The City Council may exclude from any such Executive Session any person or persons which it is authorized by State law to exclude from such sessions.
- b. The general subject matter for consideration shall be expressed in an open meeting before such session is held.
- c. Councilmembers may not reveal the nature of discussion from a closed session unless required by State law.

2.6 NOTICE OF MEETINGS

Notice of meetings and the agenda for all City Council meetings shall be posted by the City Secretary on the City's official bulletin board and website pursuant to the requirements of the Texas Open Meetings Act. (Texas Government Code, Section 551)

2.7 QUORUM

Charter Section 2.19 states four members of the seven member City Council shall constitute a quorum to do business and the affirmative vote of a majority of those present shall be necessary to adopt any ordinance or resolution, except as required by City Charter or State law.

2.8 CHAIR

Consistent with Charter Section 2.05, the Mayor shall preside at all meetings of the Council. The Mayor may participate in the discussion of all matters coming before the City Council.

The Mayor shall be required to vote as a member on legislative and other matters. The Mayor shall have the authority to preserve order at all City Council meetings, to enforce the rules of the City Council and to determine the order of business under the rules of the Council. The Mayor shall also have the power to administer oaths.

a. Absence of Mayor

Pursuant to Charter Section 2.05, the Council shall elect from among the Councilmembers a Mayor Pro Tem who shall act as Mayor during the absence or disability of the Mayor.

b. Absence of Mayor and Mayor Pro Tem

When the Mayor and Mayor Pro Tem are absent from any meeting of the Council, the members present shall choose another member to act as Mayor Pro Tem and that person shall, for the duration of the meeting, have the powers of the Mayor.

2.9 ATTENDANCE BY THE PUBLIC

Pursuant to Charter Section 2.15, all meetings of the City Council shall be open and public in accordance with the terms of provisions of the Texas Open Meetings Act except the Executive Session or closed meetings allowed by State law.

Citizens and other visitors attending City Council meetings shall observe the same rules of propriety, decorum and good conduct applicable to members of the City Council.

2.10 MINUTES

In accordance with the provisions of Charter Section 2.18 and 2.19, action minutes of City Council meetings will be kept. Action minutes will include final motions with votes. The minutes will also reflect the names of public speakers.

a. **City Council Approval of Minutes**

Minutes of meetings are generally submitted to the City Council within two weeks for approval.

b. **Recording of Meetings**

Video or digital recordings of proceedings are maintained by the City Secretary for six months after approval by the City Council.

2.11 ESTABLISHING THE CITY COUNCIL MEETING AGENDA

The City Manager shall establish a preliminary City Council meeting agenda based on the policy direction of the Mayor and City Council and specific items of business that require action by the City Council. The City Manager shall review the preliminary agenda with the Mayor's Committee prior to finalizing the final meeting agenda. If an individual Councilmember wants to place an item on the City Council meeting agenda, the written request may be made to the Mayor or by seeking the support of one other Councilmember for the placement of that item on the agenda. The request shall be made prior to the Mayor's Committee meeting where the agenda is finalized.

3. ORDER OF BUSINESS

3.1 GENERAL ORDER

City Council meetings will be generally conducted in the following order, unless otherwise specified. An Executive Session may be held at any time during a meeting consistent with applicable State law.

WORKSHOP AGENDA

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT
QUESTIONS ON CURRENT AGENDA
ITEMS OF INTEREST
ADJOURN TO REGULAR MEETING

REGULAR MEETING AGENDA

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT
PLEDGE OF ALLEGIANCE
PUBLIC RECOGNITION/CITIZENS' COMMENTS
CONSENT AGENDA/APPROVAL OF MINUTES
REGULAR AGENDA
OTHER BUSINESS
EXECUTIVE SESSION (*AS NEEDED*)
ADJOURNMENT

3.2 NUMBERING AND INDEXING OF AGENDA ITEMS

All items of any nature shall be numbered consecutively for purposes of consideration on the agenda. Upon passage, the City Secretary shall separately index all ordinances and resolutions.

3.3 PUBLIC RECOGNITION

All special presentations and announcements will be calendared and coordinated through the City Secretary. A period of time, not to exceed fifteen minutes at each City Council meeting, will be set aside for public recognition.

3.4 CONSENT AGENDA

The Consent Agenda shall contain routine, non-controversial items that require City Council action but need little or no City Council deliberation.

Agenda items removed from the Consent Agenda by the request of Councilmembers or staff will be considered after approval of the entire Consent Agenda.

3.5 ITEMS OF INTEREST/COUNCIL COMMUNICATIONS

Members of the City Council have the opportunity to notify others of community events, functions and other activities. There will also be an opportunity to briefly comment on City Council business, City operations, projects and other items coming before the City Council.

3.6 STANDARD ADJOURNMENT

The City Council establishes 11:30 p.m. as the hour of adjournment and will not continue beyond that time without a majority vote of the City Council. To assist in making the determination to continue an item under consideration, the City Council should find that discussion, deliberation and action on the item could be concluded by 12:00 midnight. If agenda items remain after the 11:30 p.m. adjournment, a special meeting may be scheduled or the items deferred until the next regular meeting. Deferred items will appear first on the regular agenda of the next meeting.

4. RULES OF CONDUCT

4.1 GENERAL PROCEDURE

These rules, consistent with the City Charter and any applicable City ordinance, statute or other legal requirement, shall govern the proceedings of the City Council.

4.2 AUTHORITY OF THE CHAIR

Subject to appeal to the full City Council, the Mayor shall have the authority to prevent the misuse of motions, the abuse of any privilege, or the obstruction of the business of the City Council by ruling any such matter out of order. In so ruling, the Mayor shall be courteous and fair and should presume that the moving party is acting in good faith.

Any member of the City Council may move to require enforcement of the rules, and the affirmative vote of a majority of the City Council shall require the presiding officer to act.

4.3 MAYOR TO FACILITATE COUNCIL MEETINGS

In the role of facilitator, the Mayor will assist the City Council in focusing agenda discussions and deliberations.

4.4 COUNCIL DELIBERATION AND ORDER OF SPEAKERS

The Mayor has been delegated the responsibility to control the debate and the order of speakers. Speakers will generally be called upon in the order of the request to speak. With the concurrence of the Mayor, a Councilmember holding the floor may address a question to another Councilmember and that Councilmember may respond while the floor is still held by the Councilmember asking the question. A Councilmember may opt not to answer a question while another Councilmember has the floor.

4.5 LIMIT DELIBERATIONS TO ITEM AT HAND

Councilmembers will limit their comments to the subject matter, time or motion being currently considered by the City Council.

4.6 LENGTH OF COUNCIL COMMENTS

Councilmembers will govern themselves as to the length of their comments or presentation. As a courtesy, the Mayor will signal by hand to a Councilmember who has been speaking for over five minutes. This procedure is not meant to limit debate or to cut comments short, but rather to assist Councilmembers in their efforts to communicate concisely.

4.7 OBTAINING THE FLOOR

Any member of the City Council wishing to speak must first obtain the floor by being recognized by the Mayor. The Mayor must recognize any Councilmember who seeks the floor when appropriately entitled to do so.

4.8 MOTIONS

Motions may be made by any member of the City Council, including the presiding officer, provided that before the presiding officer offers a motion, the opportunity for making a motion should be offered to other members of the City Council. Any member of the City Council, other than the person offering the motion, may second a motion.

4.9 PROCEDURES FOR MOTIONS

The following is the general procedure for making motions:

- a. Before a motion can be considered or debated it must be seconded.
- b. A Councilmember who wishes to make a motion should do so through a verbal request to the Mayor.
- c. A Councilmember who wishes to second a motion should do so through a verbal request to the Mayor.
- d. Once the motion has been properly made and seconded, the Mayor shall open the matter for discussion offering the first opportunity to the moving party and, thereafter, to any Councilmember properly recognized by the Mayor.
- e. Once the matter has been fully discussed and the Mayor calls for a vote, no further discussion will be allowed, provided, however, Councilmembers may be allowed to explain their vote.

MOTION AMENDMENTS

When a motion is on the floor and an amendment is offered, the amendment should be acted upon prior to acting on the main motion. No motion of a subject different from that under consideration shall be admitted as an amendment. A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be in order. Action shall be taken on the amended amendment prior to any other action to further amend the original motion.

MOTION TO CONTINUE

A motion to continue will leave the motion in its present condition for consideration on a date and time certain.

MOTION TO REMOVE

A motion to remove will take the matter off the agenda and will not be considered by the Council for an indefinite period of time.

MOTION TO TABLE

A motion to table will delay consideration of the item being discussed by the City Council.

MOTION TO POSTPONE INDEFINITELY

A motion to postpone indefinitely will kill or reject the item under consideration.

MOTION TO REFER

A motion to refer forwards the item under consideration to the named group, committee, or board for further study.

MOTION TO LAY ON THE TABLE

A motion to lay on the table allows the item to be temporarily set aside under discussion.

MOTION TO TAKE FROM THE TABLE

A motion to take from the table allows the matter to be discussed again and would only be used in conjunction with a motion to lay on the table at the same meeting.

WITHDRAWAL OF MOTION

A withdrawal of motion indicates a motion may be withdrawn or modified by the Councilmember who originally made the motion at any time prior to its passage. If the motion is modified, the Councilmember who seconded the motion may withdraw his/her second.

MOTION FOR RECONSIDERATION

A motion for reconsideration may be made at the same meeting or at the next succeeding meeting following a City Council action, as long as the reconsideration request complies with the requirements of the Texas Open Meetings Act.

A motion for reconsideration may only be made by a Councilmember who voted with the majority of the City Council on the action proposed to be reconsidered by the City Council. Any member of the City Council may second a motion for reconsideration.

4.10 VOTING

Abstention

- a. If a Councilmember abstains because of a legal conflict, he/she is not counted as present for quorum purposes and is not deemed to be “voting” for purposes of determining whether there has been a “majority vote of those voting and present.”

- b. When a Councilmember abstains or excuses himself/herself from a portion of a Council meeting because of a legal conflict of interest, the Councilmember must briefly state, on the record, the nature of the conflict. State law requires the inclusion of this information in the public record.

Tie Votes

A tie vote results in a lost motion. In such an instance, any member of the City Council may offer a motion for further action. If there is not an affirmative vote, the result is no action. If the matter involves an appeal and an affirmative vote does not occur, the decision appealed stands as decided by the decision-making person or body from which the appeal was taken.

Charter or Statute Voting Requirements

Some actions taken by the City Council require more than a simple majority vote of approval as required by either the Charter or State statutes.

a. Charter Amendment – Two-thirds Vote

An Ordinance submitting a proposed Charter amendment must be adopted by a two-thirds vote of the full City Council.

[Texas Local Government Code, Article XI, Section 5, Texas Constitution, Section 9.002(a)]

b. Changing Paving Assessment Plan – Two-thirds Vote

Changes in plans for paving assessments require a two-thirds vote of the full City Council.

(Texas Transportation Code, Section 313.053)

c. Protested Changes in Zoning Ordinance – Three-fourths Vote

If a proposed change to a zoning regulation or boundary is protested by owners of twenty percent or more of the area of the lots or land included in such proposed change, or of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet there from, the affirmative vote of at least three-fourths of the full City Council is required for the proposed change to take effect.

An affirmative vote of at least three-fourths of the full City Council is required to overrule a recommendation of the Planning and Zoning Commission that a proposed change to a zoning regulation be denied.

(Texas Local Government Code, Section 211.006(d); Allen Comprehensive Zoning Ordinance)

4.11 NON-OBSERVANCE OF RULE

Rules adopted to expedite and facilitate the transaction of the business of the City Council in an orderly fashion shall be deemed to be procedural only, and the failure to strictly observe any such rules shall not affect the jurisdiction of, or invalidate any action taken by, the City Council.

5. PUBLIC HEARINGS

5.1 GENERAL PROCEDURE

The City Council procedure for the conduct of Public Hearings is generally as follows:

- a. Staff presents its report.
- b. Councilmembers may ask questions of staff.

- c. The applicant or appellant then has the opportunity to present comments, testimony, or arguments. In the case of an appeal when the appellant is different from the applicant, the appellant should be called upon first to provide comments or testimony. The applicant or appellant shall have a total of fifteen minutes for a presentation when recognized by the Mayor or presiding officer.

The initial comments or presentation shall be limited to ten minutes and the rebuttal or concluding comments shall be limited to five minutes.

- d. Councilmembers may ask questions of the applicant and/or appellant.
- e. The Mayor opens the Public Hearing.
- f. Members of the public are provided with the opportunity to ask questions or make comments relevant to the matter being heard. All individuals addressing the Council shall state their name and address for the record.
- g. The Public Hearing is closed.
- h. The City Council deliberates on the issue.
- i. If the City Council raises new issues through deliberation and seeks to take additional public testimony, the Public Hearing must be reopened. At the conclusion of the public testimony, the Public Hearing is again closed.
- j. The City Council deliberates and takes action.
- k. The Mayor announces the final decision of the City Council.

5.2 CONTINUANCE OF HEARINGS

Any Public Hearing being held, noticed or ordered to be held by the City Council may, by order, notice or motion, be continued to any subsequent meeting.

5.3 PUBLIC DISCUSSION AT HEARINGS

When a matter for Public Hearing comes before the City Council, the Mayor will open the Public Hearing. Upon opening the Public Hearing and before any motion is adopted related to the merits of the issue to be heard, the Mayor shall inquire if there is anyone present who desires to speak on the matter which is to be heard or to present evidence regarding the matter.

- a. ***Public Member Request to Speak***
Any person wishing to speak at a Public Hearing scheduled on the agenda shall complete a Public Meeting Appearance Card prior to the matter being reached, and present it to the City Secretary. Upon being recognized by the Mayor, the person may speak or present evidence relevant to the matter being heard. No person may speak without first being recognized by the Mayor. All persons wishing to speak on the matter shall be limited to three minutes each and there shall be a cumulative limit of sixty minutes for all those speaking in favor of an item and a like limit for those speaking in opposition. The time limit may be extended by a majority vote of the City Council.
- b. ***Time Limits***
The Mayor, with the concurrence of the City Council, may alter any of the enumerated time allocations based on the complexity of the item and the number of persons wishing to speak on the item.

c. ***Questions of Speakers***

Members of the City Council who wish to ask questions of the speakers or each other during the Public Hearing portion may do so, but only after first being recognized by the Mayor. Interaction with the speaker shall be limited to a question or questions, rather than an ongoing dialogue.

d. ***Materials for Public Record***

All persons interested in the matter being heard by the City Council shall be entitled to submit written evidence or remarks, as well as other graphic evidence. All such evidence presented will be retained by the City Manager's Office as part of the record of the hearing, in accordance with the requirements of State law.

e. ***Germane Comments***

During the Public Hearing, no person will be permitted to speak about matters or present evidence which is not germane to the matter being considered. A determination of relevance shall be made by the Mayor, but may be appealed to the full City Council.

5.4 COMMUNICATIONS AND PETITIONS

Written communications and petitions concerning the subject matter of the hearing will be noted, read aloud, or summarized by the Mayor. A reading in full shall take place if requested by any member of the City Council.

6. ADDRESSING THE CITY COUNCIL

6.1 STAFF PRESENTATIONS

Staff presentations will be concise and will provide factual background information on the item as well as a recommendation for the City Council.

6.2 ORAL PRESENTATIONS BY MEMBERS OF THE PUBLIC

The following procedures will guide oral presentations by members of the public at City Council meetings:

- a. Prior to the meeting or during the meeting prior to a matter being reached, persons wishing to address the City Council should complete a Public Meeting Appearance Card and present it to the City Secretary.
- b. When called upon, the person should come to the podium state his/her name and address for the record, and, if speaking for an organization or other group, identify the group represented.
- c. All remarks should be addressed to the City Council as a whole, not to individual members.
- d. Questions, if any, should be directed to the presiding officer who will determine whether, or in what manner, an answer will be provided.

6.3 CITIZENS' COMMENTS

This portion of the City Council meeting is set aside for members of the public to address the City Council on any item of business that is not formally scheduled on the agenda or scheduled as a Public Hearing. Members of the public should complete a Public Meeting Appearance Card prior to the item being heard and present it to the City Secretary.

- a. ***Timing***
Citizens' Comments are generally permitted at the beginning of the regular City Council meeting, as specified on the agenda. Presentations shall be limited to three minutes each, but may be extended for an additional two minutes with approval of a majority of the City Council. Citizens' Comments shall be limited to a cumulative total not to exceed fifteen minutes for all speakers.
- b. ***City Business***
Presentations under Citizens' Comments are limited to items within the subject matter jurisdiction of the City.
- c. ***No Council Deliberations***
In compliance with the Texas Open Meetings Act, the City Council may not deliberate or vote on any matter raised in Citizens' Comments, except for the purpose of determining whether such matter should be placed on a future City Council agenda. The Mayor, however, may request the City Manager to provide additional information on a matter of general interest to the full City Council, the public at large and to the citizen making the comment.

6.4 POWERPOINT PRESENTATIONS

Members of the public may present a PowerPoint software presentation to the City Council utilizing the City's audio/visual equipment or their own equipment.

- a. All PowerPoint presentations must comply with applicable time limits for oral presentations and cumulative time limits. Presentations should be planned with flexibility to adjust to any changes in these time limits.
- b. All PowerPoint presentations must be submitted to the City Secretary, or appropriate staff, already formatted in PowerPoint no later than noon on the day of the City Council meeting to allow for virus checks and confirm compatibility with City equipment.
- c. Any disks submitted believed to contain viruses or are unable to be scanned for viruses by City equipment will not be permitted to be used on City equipment.
- d. If compatibility or viruses are at issue, a member of the public may provide a printed hard copy of the PowerPoint presentation to be projected onto the screen via a visual projector during the presentation or may make the PowerPoint presentation on their own equipment.

6.5 PUBLIC MEETING APPEARANCE CARDS

Public Meeting Appearance Cards may be used by members of the public who do not wish to or cannot verbally address the City Council during a meeting. A person may indicate his/her comments and support or opposition for an agenda item on a Public Meeting Appearance Card. During the public testimony regarding the item, the Mayor will indicate that the City Council has received written comments from (name of persons) in support of the project or issue and from (name of persons) in opposition. The minutes will reflect the City Council's receipt of written comments in support or opposition of the project or issue.

6.6 REPETITIOUS COMMENTS PROHIBITED

- a. A speaker shall not present the same or substantially the same items or arguments to the Council repeatedly or be repetitious in presenting their oral comments. Nothing in the foregoing precludes submission of comments to the City Council in writing, for such action or non-action as the Council, in its discretion, may deem appropriate.

- b. In order to expedite matters and to avoid repetitious presentations, the designation of a spokesperson is encouraged. Whenever any group of individuals wishes to address the Council on the same subject matter, those individuals are encouraged to designate a spokesperson to address the City Council. With the consent of the City Council, the Mayor may extend the time allocation for a designated spokesperson.

6.7 WAIVER OF RULES

Any of the foregoing rules may be waived or suspended by a majority vote of the Councilmembers present when it is deemed that there is good cause to do so, based upon the particular facts and circumstances involved.

6.8 NON-EXCLUSIVE RULES

The rules set forth are not exclusive and do not limit the inherent power and general legal authority of the City Council, or of its presiding officer, to govern the conduct of City Council meetings as may be considered appropriate from time to time, or in particular circumstances, for purposes of orderly and effective conduct of the affairs of the City.

7. COUNCILMEMBER ADMINISTRATIVE SUPPORT

7.1 MAIL

All general mail will be opened and date stamped and distributed to individual Councilmembers.

a. ***Letters Addressed to the Mayor and City Council***

All letters addressed to the Mayor and City Council requiring a response from staff is copied to all Councilmembers with a note as to which staff person will be preparing a response for the Mayor's signature. A copy of the response, along with the original letter, will be provided to each Councilmember.

Letters addressed to the Mayor and City Council that do not require a response but provide information on City Council agenda items or like matters are copied to the full City Council.

b. ***Letters Addressed to Individual Councilmembers***

All letters addressed to individual Councilmembers requiring a response from staff are copied to all Councilmembers with a note as to which staff person will be preparing a response for the addressee's signature. Copies of the responses, along with the original letters, are provided to the full City Council.

Letters addressed to individual Councilmembers that do not require a response from staff but provide information on City Council matters are copied to the full City Council.

Cards and other Councilmember mail marked "personal" will not be opened and will not be copied to the full City Council.

7.2 CITY COUNCIL CORRESPONDENCE

All Councilmember correspondence prepared with City resources (letterhead, typing, staff support, postage, etc.) will reflect the position of the full City Council, not individual Councilmember's positions.

Personal Correspondence

City Councilmembers will be provided individual stationery and envelopes to use for official communications reflecting their individual position as a Councilmember.

7.3 CLERICAL SUPPORT

The City Manager's Office will coordinate the typing of correspondence requested by individual Councilmembers. All correspondence typed for Councilmembers will be on City letterhead and will reflect the position of the full City Council and will be copied to the full City Council.

7.4 MASTER CALENDAR

A master calendar of City Council events, functions or meetings will be maintained by the City Secretary's Office and provided to the full City Council.

Functions, events or meetings to be attended by individual Councilmembers will only be included on the master calendar at the request of individual Councilmembers.

7.5 REQUESTS FOR RESEARCH OR INFORMATION

Councilmembers may request information or research from staff on a given topic through the City Manager. Requests for policy direction will be brought to the full City Council at a regular meeting for consideration. All written products will be copied to the full City Council. The City Manager will determine if extensive staff time and resources are required to accomplish the request. If so, at his/her discretion, the City Manager may present that request to the full City Council prior to proceeding. Councilmembers may similarly request information from the City Attorney, City Secretary and Municipal Judge. If significant resources are required, the City Attorney, City Secretary or Municipal Judge will ask the City Manager to place the request on a City Council agenda for approval prior to any action.

7.6 CITY COUNCIL NOTIFICATION OF SIGNIFICANT INCIDENTS

In conjunction with the City's public safety departments and the Public and Media Relations Officer, the City Manager's Office will coordinate the notification to the City Council of major crime, fire or other disasters or incidents.

8. PROCEDURES ADMINISTRATION

8.1 BIENNIAL REVIEW OF CITY COUNCIL PROCEDURES

The City Council will review and revise the City Council Rules of Order and Procedure as needed, and at a minimum, every two years.

8.2 ADHERENCE TO PROCEDURES

During City Council discussions, deliberations and proceedings, the Mayor has been delegated the primary responsibility to ensure that the City Council, staff and members of the public adhere to the Council's adopted procedures.

8.3 CITY ATTORNEY AS PROCEDURE ADVISOR

The City Attorney assists the Mayor and City Council as a resource and as an advisor for interpreting the City Council's adopted rules and procedures.

8.4 APPLICABILITY OF PROCEDURES

The City Council Rules of Order and Procedures shall also apply to the City Council when sitting as other entities or agencies. The role of Mayor and Mayor Pro Tem shall be interchangeable with the Chair and Vice Chair, or President and Vice President when sitting as another entity.

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE: September 22, 2015

SUBJECT: Adopt a Resolution Authorizing the City Manager to Execute an Interlocal Jail Services Agreement Between the City of Allen and Collin County Annually.

STAFF RESOURCE: Brian E. Harvey, Chief of Police
Kenneth A. Myers, Deputy Chief of Police

ACTION PROPOSED: Adopt a Resolution Authorizing the City Manager to Execute Interlocal Jail Services Agreements between the City of Allen and Collin County Annually.

BACKGROUND

This agreement is needed to provide for an alternate jail facility in the event that the City of Allen jail is closed for repairs or some other unforeseen reason.

Collin County operates a county jail in accordance with Chapter 351, Texas Local Government Code. The county jail is for the confinement of persons accused or convicted of a criminal offense(s). With this agreement, the City of Allen can rely on the Collin County Jail for certain jail services to be performed for the City of Allen to ensure the confinement of persons accused or convicted of a criminal offense(s).

Collin County and the City of Allen can enter into an interlocal agreement under the authority of the Interlocal Cooperative Act., TEX.REV.CIV.STAT.ANN., Chapter 791, Texas Government Code.

Per the Interlocal Agreement, the City shall pay the County a basic charge of \$69.79 per day or part of a day per inmate that the City requests be confined, and who is confined, in the County jail. If an inmate is arrested on the City's warrant by another agency and transported to the Collin County Jail, the City will not be charged if the inmate is released to the City within four (4) hours. In addition to the basic charge, the City is required to reimburse the County for expenses associated with providing certain jail services to inmates. These charges include, but are not limited to the following: charges for providing health care services, including medical, hospital and dental services to inmates. These charges are billed to the City at the cost to the County of providing those services to the inmates.

This Interlocal Jail Service Agreement with Collin County must be renewed annually. The Resolution under consideration for this item would give the City Manager the authority to renew this Interlocal Agreement on an annual basis.

BUDGETARY IMPACT

Jail services under this agreement with Collin County are used only in the event of a closure of the City of Allen jail facility. In a typical fiscal year there is no expenditure of funds related to this agreement. In the event that the agreement must be utilized, there are funds available in the Police Department's annual operating budget.

STAFF RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute Interlocal Jail Services Agreements between the City of Allen and Collin County annually.

MOTION

I make a motion to adopt Resolution No. _____ authorizing the City Manager to execute Interlocal Jail Services Agreement between the City of Allen and Collin County annually.

ATTACHMENT

Resolution
Interlocal Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE ATTACHED INTERLOCAL JAIL SERVICES AGREEMENT; AUTHORIZING EXECUTION OF THE INTERLOCAL JAIL SERVICES AGREEMENT AND FUTURE INTERLOCAL JAIL SERVICES AGREEMENTS BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Collin County operates a Jail in accordance with Chapter 351, Texas Local Government Code; and,

WHEREAS, Collin County operates the County Jail for the confinement of persons accused or convicted of an offense; and,

WHEREAS, the City desires to obtain certain jail services from Collin County to be performed for the City to insure the confinement of persons accused or convicted of an offense; and,

WHEREAS, under the authority of the Interlocal Cooperative Act., TEX.REV.CIV.STAT. ANN., Chapter 791, Texas Government Code, the parties agree to the terms outlined in the Interlocal Jail Services Agreement.

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

SECTION 1. The terms and conditions of the attached Agreements having been reviewed by the City Council of the City of Allen, Texas, and are hereby in all things approved.

SECTION 2. The City Manager is hereby authorized to execute on behalf of the City of Allen, Texas, the attached Interlocal Jail Service Agreement and any subsequent Interlocal Jail Service Agreements and/or amendments with Collin County.

SECTION 3. This Resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 22ND DAY OF SEPTEMBER 2015.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY

Interlocal Jail Services Agreement

This agreement is entered into on the _____ day of _____, 2015, by and between the City of Allen ("City") and Collin County, a political subdivision of the State of Texas ("County").

Recitals

1. The County operates the Collin County Jail in accordance with Chapter 351, Texas Local Government Code.
2. The County operates the County Jail for the confinement of persons accused or convicted of an offense.
3. The City desires to obtain certain jail services from the County to be performed for the City to insure the confinement of persons accused or convicted of an offense.

Therefore, under the authority of the Interlocal Cooperative Act., TEX. REV. CIV. STAT. ANN., Chapter 791, Texas Government Code, the parties agree as follows:

Section 1. Definitions

1.01 Jail Services

The term "jail services" means all services legally necessary to provide for the confinement in the Collin County Jail of persons accused or convicted of an offense.

Section 2. Term

2.01 Term

The term of this Agreement shall be for a period of one (1) year ending September 30, 2016 and may be renewed for an additional one (1) year term as agreed in writing by both parties.

2.02 Termination

Either party may terminate this Agreement by giving ninety (90) days written notice to the other party.

Section 3. Services

Services to be Provided

The County agrees to provide to City jail services necessary for the confinement of persons accused or convicted of an offense, subject to the availability of space at the County jail at the time the City requests jail services. For the purposes of this Agreement, space shall be deemed to be unavailable when the Collin County Jail is filled to 100% of its capacity.

Section 4. Non-Exclusivity of Service Provision

item # 017/attachment 1

The parties agree that the County may contract to perform services similar or identical to those specified in this Agreement for such additional governmental or public entities as the County, in its sole discretion, sees fit.

Section 5. Compensation

5.01 Basic Charge

The City shall pay the County a Basic Charge of \$69.79 per day or part of a day per inmate that the City requests be confined, and who is confined, in the County jail. If an inmate is arrested on the City's warrant by another agency and transported to the Collin County Jail, the City will not be charged if the inmate is released to the City within four (4) hours.

5.02 Additional Charges

In addition to the Basic Charge, the City shall pay County additional charges to reimburse County for expenses associated with providing jail services to inmates. These charges include, but are not limited to the following: charges for providing health care services, including medical, hospital and dental services to inmates.

5.03 Billing

The County shall bill the City monthly for jail services provided under this Agreement. The City agrees to pay the bills within thirty (30) days of the billing date.

5.04 Cost of Additional Charges

Charges billed to the City for services under Section 5.02 of this Agreement shall be at the cost to the County of providing those services to the inmates.

5.05 Source of Payment

The City agrees that payments it is required to make under this Agreement shall be made out of the City's current revenues.

Section 6. Lawful Arrest and Detention

The parties agree that the City will comply with all federal, state and local laws regarding conditions precedent to arrest and detention including, but not limited to, determinations of probable cause and other requirements necessary for lawful arrest and detention. Further, the parties agree that the City is solely responsible for compliance with pre detention procedures and that the City will hold the County harmless from any liability, including, but not limited to, obligations, costs, claims, judgments, attorneys' fees, and attachments, caused by or flowing from failure by the City to comply with conditions precedent to lawful arrest and detention.

Section 7. Procedures

7.01 Delivery and Release of Inmates

The City agrees to comply with all County rules and procedures regarding jail security in delivering inmates to the Collin County Jail and receiving inmates to be released.

7.02 Removal on Termination

The City agrees to remove all persons confined on the City's behalf in the Collin County Jail pursuant to this Agreement at least one (1) day prior to the date of termination of this Agreement.

Section 8. Civil Liability

Any civil liability relating to the furnishing of services under this Agreement shall be the responsibility of the City. The parties agree that the County shall be acting as agent for the City in performing the services contemplated by this Agreement.

The city shall hold the County free and harmless from any obligation, costs, claims, judgments, attorneys' fees, attachments, and other such liabilities arising from or growing out of the services rendered to the City pursuant to the terms of this Agreement or in any way connected with the rendering of said services, except when the same shall arise because of the willful misconduct or culpable negligence of the County, and the County is adjudged to be guilty of willful misconduct or culpable negligence by a court of competent jurisdiction.

Section 9. Amendment

This Agreement shall not be amended or modified other than in a written agreement signed by the parties.

Section 10. Controlling Law

This Agreement shall be deemed to be made under, governed by, and construed in accordance with, the laws of the State of Texas.

Section 11. Notices

11.01 Form of Notice

Unless otherwise specified all communications provided for in this Agreement shall be in writing and shall be deemed delivered whether actually received or not forty-eight (48) hours after deposit in the United States mail, first class, registered or certified, return receipt requested, with proper postage prepaid or immediately when delivered in person.

11.02 Addresses

All communications provided for in this Agreement shall be addressed as follows:

(a) if the County, to:

Keith Self, County Judge
Collin County Administration Bldg
2300 Bloomdale Road
McKinney, Texas 75071

(b) if to the County, Copy to:

Sheriff Terry G. Box
Collin County Sheriff's Office
4300 Community Ave.
McKinney, Texas 75071

(b) if the City, to:

or to such person at such other address as may from time to time be specified in a notice given as provided in this Section 11. In addition, notice of termination of this Agreement by the City shall be provided by the City to the County Judge of Collin County as follows:

The Honorable Keith Self
 Collin County Judge
 Collin County Administration Bldg.
 2300 Bloomdale Road
 McKinney, Texas 75071

Section 12. Captions

The headings to the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provision of this Agreement.

Section 13. Counterparts

This Agreement may be executed in counterparts, each of which, when taken separately, shall be deemed an original.

Section 14. Obligations of Condition

All obligations of each party under this Agreement are conditions to further performance of the other party's continued performance of its obligation under the Agreement.

Section 15. Exclusive Right to Enforce this Agreement

The County and the City have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

Section 16. Prior Agreements Superseded

This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written oral agreements between the parties respecting the services to be provided under this Agreement.

In witness whereof, the parties hereto have executed this Agreement as of the day and year first above written.

"County"
Collin County, Texas

By: _____
Keith Self, County Judge

Date: _____

"City"
City of _____, Texas

By: _____

Date: _____

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE: September 22, 2015

SUBJECT: Authorize the City Manager to Execute a Development Agreement with Meritage Homes, LLC for the Development of 3.0± Acres of Parkland for Orchards Park in Conjunction with Malone Meadows.

STAFF RESOURCE: Tim Dentler, Director of Parks and Recreation

ACTION PROPOSED: Authorize the City Manager to Execute a Development Agreement with Meritage Homes, LLC, for the Development of 3.0± Acres of Parkland for Orchards Park in Conjunction with Malone Meadows.

BACKGROUND

In 2003, the City of Allen took dedication of 2.26 acres of park land in lieu of fees, from D.R. Horton, the developer of the Orchards. Staff recommended accepting the park land with the intention of acquiring additional and adjacent property when the property to the north was positioned for development.

In 2011, the property now known as Malone Meadows was proposed for development as a church by the Fellowship Christian Center Church (FCCC). Staff was successful in negotiating a purchase of the easternmost 3 acres abutting the 2.26 acre dedicated park tract to assemble the land for a neighborhood park and in September of 2011 the purchase was completed. A condition of the purchase was the granting of a 0.22 acre drainage easement and detention impoundment area on the park tract. The detention area was engineered by Glenn Engineering Corporation of Irving, Texas, to be sufficient to receive storm water from the east half of the adjacent church property.

In 2014, the City hired LanArc Design, Inc., to prepare plans for the development of the 5 acre neighborhood park and gained support from the Allen Park and Recreation Board at their meeting on November 10, 2014. In time, the FCCC development plans dissolved and the current owner, Meritage Homes of Texas, LLC, purchased the 9.90 acre tract on March 3, 2015, with a plan to build 41 single family lots [Malone Meadows]. When plans were submitted for staff review, it soon became apparent that the detention pond had to be enlarged to 2 acres, and on April 22, 2015, staff began an inquiry of the developer and developer's engineer as to what necessitated the increase in detention pond size.

On May 5, 2015, Parks staff was informed by Kimley-Horn (the developer's civil engineer) that the downstream storm sewer system on Malone Road does not have the capacity to receive drainage from the 9.9 acre tract, and therefore the new size of the detention pond on park property was necessary. A review of the Planned Development documentation by Kimley-Horn

indicated that the previous civil engineering firm failed to consider the capacity of the existing Malone Road storm system when determining the drainage area required prior to the dedication of the park land.

In addition to the large drainage easement required on the park property, the extension of Windmill Crossing Drive to the proposed subdivision became necessary, further reducing the useful acres of the park.

In an attempt to obtain concessions from the developer for the drainage and transportation compromises in the future park configuration, Community Development and Parks and Recreation staff met with Meritage Homes and negotiated the developer's obligation to perform the following, in addition to the \$26,445 in park fees owed the City of Allen:

1. Fund the construction of an 8' foot wide concrete trail around the detention area.
2. Fund the landscaping and irrigation of the 3 acre park tract.
3. Fund the provision of various site furnishings such as park benches and trash receptacles.
4. Provide earthwork and grading for the park playground area per plans by LanArc Design.

These obligations as well as the associated drainage and street dedication are incorporated into the attached development agreement.

The Parks and Recreation Department anticipates construction of the Orchards Park to commence in December 2015 and for the park to be open to the public by May 2016.

STAFF RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute a development agreement with Meritage Homes, LLC, for the development of 3.0± acres of parkland for Orchards Park in conjunction with Malone Meadows.

MOTION

I make a motion to authorize the City Manager to execute a Development Agreement with Meritage Homes, LLC, for the development of 3.0± acres of parkland for Orchards Park in conjunction with Malone Meadows.

ATTACHMENT

Development Agreement
Location Map

STATE OF TEXAS

COUNTY OF COLLIN

§
§
§
§

**DEVELOPMENT AGREEMENT
(MALONE MEADOWS)**

This **Development Agreement** ("**Agreement**") is made by and between the **City of Allen** ("**City**"), a Texas home rule municipality, and **Meritage Homes of Texas, LLC** ("**Developer**"), an Arizona limited liability company, acting by and through their duly authorized representatives. City and Developer are referred to herein collectively as "**the Parties**" or individually as "**Party**."

RECITALS

WHEREAS, Developer is seeking to replat and develop Developer's Property (as hereafter defined) for purposes of establishing the Subdivision; and

WHEREAS, in order for Developer to construct the Subdivision in compliance with the Development Regulations, Developer must (1) obtain street access to the Subdivision from a second location in addition to the access to the Developer's Property from Malone Road, and (2) provide for the downstream detention of the increased amount of storm water which will flow from Developer's Property after development of the Subdivision; and

WHEREAS, Developer has requested that Developer be authorized to (i) allow storm water and other surface water runoff to drain from Developer's Property onto, and be temporarily detained on, City's Property and (ii) construct a public street across City's Property to provide additional public access to Developer's Property; and

WHEREAS, City's Property is land that City intends to be developed as a public park; and

WHEREAS, City has determined that construction of the Developer Improvements (as hereafter defined) on the City's Property will benefit and support development of City's Property as a public park and will not change the use of City's Property as a public park to any other purpose; and

WHEREAS, the Parties desire to set forth their agreement regarding the granting of certain temporary and permanent easements, the construction of the Developer Improvements on City's Property, the making of certain dedications of public streets, in relation to development of the Subdivision and City's Property;

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

Article I

Term; Termination

The term of this Agreement shall commence on the Effective Date and, except for those provisions which expressly survive termination, shall terminate when all of the obligations of the Parties set forth herein have been performed, unless sooner terminated as provided herein.

Article II

Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them in this Article II unless the context clearly indicates a different meaning:

“Approved Plans” means the plans and specifications for the construction of the Developer Improvements, approved by the Parties prepared by Kimley Horn, Inc. as set forth in the set of drawings titled *Civil Construction Plans – Paving, Grading, & Utilities for Malone Meadows* approved by the City Engineer on June 22, 2015, a true and correct copy of which shall be kept on file in City’s Engineering & Traffic Department and are incorporated herein by reference, and which shall be inclusive of any change thereto approved by the Parties.

“City” means the City of Allen, a Texas home rule municipality located in Collin County, Texas.

“City Council” means City’s elected governing body commonly known as the City Council of the City of Allen, Texas.

“City Property” means the property described as Lot 2, Block A, Fellowship Center Christian Church Addition, an Addition to the City of Allen, Texas, according to the plat thereof recorded as Volume 2012, Page 3, Plat Records, Collin County Texas.

“Commencement of Construction” means that (i) the Approved Plans have been prepared and all approvals of the Approved Plans required by applicable governmental authorities have been obtained; (ii) all necessary permits for construction of the Developer Improvements pursuant to the Approved Plans have been issued by all applicable governmental authorities and (iii) the grading and/or preparation of the land for construction of the Developer Improvements has commenced.

“Completion of Construction” means:

(a) With respect to the Developer Improvements: (i) the Developer Improvements have been substantially completed in accordance with the Approved Plans; and (ii) the Developer Improvements have been accepted by the City of Allen in writing; and

(b) With respect to the Park Improvements, City's contractor has completed the construction or installation of the Park Improvements; City has accepted the Park Improvements and made final payment to City's contractor.

"Developer Improvements" means, collectively, the Drainage Improvements, the Street Improvements, and the Utility Improvements constructed by the Developer on the City Property.

"Developer's Property" means the property described as Lot 1, Block A, Fellowship Center Christian Church Addition, an Addition to the City of Allen, Texas, according to the plat thereof recorded as Volume 2012, Page 3, Plat Records, Collin County Texas.

"Development Regulations" mean the ordinances, regulations, and policies adopted by City applicable to the use and development of the City Property including, but not limited to, the Allen Land Development Code, as amended.

"Drainage Easement Agreement" means an agreement between City and Developer that contains substantially the terms and conditions as set forth in Exhibit "A" hereto relating to the construction of the Drainage Improvement on the Easement Property and conveyance of a drainage easement to Developer.

"Drainage Improvements" means the detention pond, drainage facilities and/or equipment constructed or installed on the City Property in accordance with the Approved Plans, and shall be inclusive of the grading of the City Property and installation and establishment of ground cover or plant materials in association with the construction of installation of such facilities and/or equipment.

"Easement Property" shall have the meaning set forth in the Drainage Easement Agreement.

"Effective Date" means the date this Agreement has been signed by authorized representatives of all of the Parties.

"Force Majeure" means any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or inaction (unless caused by the intentionally wrongful acts or omissions of the party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns or work stoppages.

"Park Improvements" means the improvements described in Exhibit "C," hereto, to be constructed by City on the City Property.

"Park Improvements Funds" means funds in the amount of \$86,445.00.

"Right of Entry Agreement" means that certain *Right of Entry and Temporary Construction License* between City and Developer dated and effective September 4, 2015,

authorizing Developer to enter City's Property to commence construction of the Drainage Improvements.

"Street Dedication" means the dedication by City of the Street ROW for public street and utility purposes pursuant to an instrument substantially in the form set forth in Exhibit "B," hereto.

"Street Improvements" means the public street, including the paved lanes, curb and gutter, and adjacent sidewalks, to be constructed within the Street ROW in accordance with the Approved Plans.

"Street ROW" means the portion of City's Property described in Exhibit "C," hereto.

"Utility Improvements" means any public water distribution improvements and waste water collection system improvements to be constructed in association with the development of the Subdivision, including, but not limited to any such improvements to be constructed on City's Property, as shown in the Approved Plans.

Article III

Park Improvements

3.1 Payment of Park Improvements Funds; Accounting for and Use of Funds.

Not later than five (5) days after the Effective Date, Developer shall pay the Park Improvements Funds to City. The Park Improvements Fund shall be held by and accounted for by City as a restricted use fund on the City's books of account. The Park Improvements Funds shall only be used by City to pay for the Park Improvements. If the total cost for constructing or installing (as applicable) the Park Improvements is less than \$86,445.00, City agrees to hold any unspent balance of the Park Improvements Funds and use such remaining funds to pay for future maintenance and repairs of the Park Improvements.

3.2 Design and Construction of Park Improvements. City shall be solely responsible for the design, bidding, and construction or installation of the Park Improvements; provided, however, concurrently with the construction of the Drainage Improvements, Developer shall, at Developer's cost, grade the area of City's Property designated on City's plans for the Park Improvements as a playground area. Developer and City agree to make reasonable efforts to coordinate the work of their respective contractors in order to expedite the construction schedule of the Developer Improvements on City's Property and the Park Improvements.

3.3 On-Going Maintenance, etc. for Park Improvements. Upon Completion of Construction of the Park Improvements, City shall be solely responsible for the maintenance, repair, replacement, and removal of the Park Improvements. Prior to Completion of Construction, Developer or its Contractor shall provide City with a two year maintenance bond for the construction cost of the Park Improvements naming City as the Obligee/Owner.

3.4 Park Improvements Funds as Consideration. The Parties agree that:

- a. \$60,000.00 of the Parks Improvement Funds constitutes the consideration paid by Developer to City for City's grant of the Drainage Easement Agreement and the Street Dedication, no part of which shall be refundable to Developer;
- b. \$26,445.00 of the Parks Improvement Funds constitutes payment in full of all of Developer's obligations to pay money in lieu of dedication of park land pursuant to Allen Land Development Code § 10.4, all or part of which shall be subject to refunding to Developer in accordance with Allen Land Development Code § 10.6;
- c. This Agreement does not relieve Developer of the obligation to pay City any other fees or charges related to developing the Subdivision, including, but not limited to, impact fees, payments to the City's Tree Fund pursuant to Allen Land Development Code §7.06.4.7 in lieu of planting replacement trees.

The Parties agree that for purposes the expenditure of the Park Improvement Funds by City relating to the costs for construction of the Park Improvements, the amounts described in paragraph b., above, shall be deemed to be the first funds spent.

Article IV Developer Improvements

4.1 Construction of the Developer Improvements. Developer shall be solely responsible, at Developer's sole cost, for the construction of the Developer Improvements strictly in accordance with the Approved Plans.

4.2 Procurement of Permits. Developer shall be solely responsible for obtaining any licenses or permits which are required by City relating to the construction of the Developer Improvements. This Agreement does not constitute a waiver by City of any applicable Development Regulations enacted by City.

4.3 Grant of License. Subject to the terms, conditions, and restrictions set forth in this Agreement, City finds that it will serve the public purpose to grant, and it does hereby grant, to Developer a revocable, non-exclusive license ("**the License**") to enter onto and use the Street ROW for the purpose of constructing the Street Improvements and Utility Improvements. This Agreement and the License granted hereby are subject to any existing public or private easement and/or facility located in, on, under, above, across or upon the City Property, to all vested rights presently owned by any utility or communication company, public or private, for the use of the City Property for facilities presently located within the boundaries of the City Property and to any existing lease, license, or other interest in the City Property granted by City to any individual, corporation or other entity, public or private now or hereafter. This License shall terminate and no longer be effective upon Completion of Construction of the Street Improvements and Utility Improvements.

4.4 Ownership and Future Maintenance of Street Improvements and Utility Improvements. The Parties understand, acknowledge, and agree that, upon Completion of Construction, Developer will have no ownership interest in the Street Improvements, the Utility Improvements, or any portion of the Street ROW upon or under which the Street Improvements have been constructed save and

except Developer's ownership interest in the Drainage Easement as set forth herein. All right, title, and interest in the Street Improvements and Utility Improvements shall transfer and convey to the City upon Completion of Construction. Maintenance of the Street Improvements and Utility Improvements shall be the responsibility of the City after Completion of Construction; provided that prior to Completion of Construction, Developer (or its Contractor) shall provide City with a two year maintenance bond for the construction cost of the Street Improvements and Utility Improvements, listing City as the Obligee/Owner.

4.5 Indemnification.

a. Developer agrees to indemnify, defend, and hold harmless City, its officers, agents, partners, and employees (collectively, the "Indemnified Parties") against and from any and all claims, loss, cost, damage, or expense, including reasonable attorney's fees, arising out of or from or related to the acts or omissions of such Developer, its agents, employees, partners, shareholders, agents, contractors subcontractors, invitees, or guests, except to the extent caused by the willful misconduct or negligence of any of the Indemnified Parties, and only then to the extent of the proportion of any fault determined against the Indemnified Party. The provisions of this Section 4.5 shall survive the expiration or earlier termination of this Agreement.

b. City shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from the acts or omissions of Developer pursuant to this agreement. Developer hereby waives all claims against City, its officers, agents and employees (collectively referred to in this section as "City") for damage to any property or injury to, or death of, any person arising at any time and from any cause other than the sole negligence or willful misconduct of City. Developer does hereby indemnify and save harmless City from and against any and all liabilities, damages, claims, suits, costs (including court costs, reasonable attorneys' fees and costs of investigation) and actions of any kind by reason of injury to or death of any person or damage to or loss of property arising from Developer's breach of any of the terms and conditions of this Agreement, or by reason of any act or omission on the part of Developer, its officers, directors, servants, agents, employees, representatives, contractors, subcontractors, licensees, successors or permitted assigns in the performance of this Agreement (except when such liability, claims, suits, costs, injuries, deaths or damages arise from or are attributed to the sole negligence or willful act of City). In the event of joint or concurrent negligence of both City and Developer, the responsibility, if any, shall be apportioned comparatively in accordance with the laws of the state of Texas, without, however, waiving any governmental immunity available to City and without waiving any defenses of the Parties under Texas law. If any action or proceeding shall be brought by or against City in connection with any such liability or claim, Developer shall be required, on notice from City to defend such action or proceedings at Developer's expense, by or through attorneys reasonably satisfactory to City. The provisions of this section are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

4.5 Insurance. On or before the date of Commencement of Construction of the Developer Improvements, and until the date of Completion of Construction of the Developer Improvements, Developer shall obtain and maintain in full force and effect at its expense, and shall cause each of Developer's contractors to obtain and maintain at their expense, the following policies of insurance and coverage:

a. **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 the work and services provided pursuant to this Agreement 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. This policy shall be primary to any policy or policies carried by or available to City.

b. **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.

c. **Waiver of Subrogation Rights.** The Commercial General Liability, Worker's Compensation, and Excess Liability insurance required pursuant to this Agreement shall provide for waivers of all rights of subrogation against City.

d. **Additional Insured Status.** With the exception of Worker's Compensation Insurance, all insurance required by this Agreement shall include and name City as additional insureds using Additional Insured Endorsements that provide the most comprehensive coverage to the City under Texas law including products/completed operations.

e. **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 any work on the City Property. On every date of renewal of the required insurance policies, Developer shall cause (and cause its contractors to cause) a Certificate of Insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to City. In addition, Developer shall, not later than 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 failure to provide valid Certificates of Insurance and policy endorsements shall be deemed a breach of this Agreement. All policies and endorsements shall remain in effect until the termination of this Agreement.

f. **Notice of Non-Renewal, etc.** Each and every insurance policy required to be carried by or on behalf of Developer or Developer's contractor pursuant to this Agreement shall provide (and any certificate evidencing the existence of each such insurance policy shall certify) that such insurance policy shall not be canceled, non-renewed or coverage thereunder materially reduced unless City has received notice of cancellation, non-renewal or material reduction in coverage, in each such case (except for notice of cancellation due to non-payment of premiums) such notice to be sent to City not less than thirty (30) calendar days (or the maximum period of calendar days permitted under applicable law, if less than thirty (30) calendar days) prior to the effective date of such cancellation, non-renewal or material reduction in coverage, as applicable. In the event any insurance policy required to be carried by or on behalf of Developer or Developer's contractor pursuant to this Agreement is to be canceled due to non-payment of premiums, the requirements of the preceding sentence shall apply except that the notice shall be sent to City on the earliest possible date but in no event less than ten (10) calendar days prior to the effective date of such cancellation.

g. **Carriers.** All policies of insurance required to be obtained by Developer and its contractors pursuant to this Agreement 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 endorsements submitted by the Developer's and its contractors' insurer or broker.

4.6 No Liens; Bonds. Developer understands and acknowledges that, as property owned by a home rule municipality, a valid lien cannot attach on the City Property to secure the payment of the cost of labor and materials related to the construction of the Developer Improvements or Park Improvements on the City Property. Developer shall require its contractor(s) to obtain payment and performance bonds in the amount of the costs for construction of the Developer Improvements in compliance with Chapter 2253, Texas Government Code, as amended, with both Developer and City as owners for purpose of the construction of the Developer Improvements.

4.7 Restoration of City Property. Prior to Completion of Construction, Developer shall return the surface of the City Property, to as close as reasonably practical to its original condition prior to Commencement of Construction. All areas receiving fill material shall be compacted to a density deemed acceptable by City and verified by test reports generated by a materials testing company. The area of the City Property where the Developer Improvements are located shall be restored in accordance with the Approved Plans, including, but not limited to, establishment of a uniform full-stand of permanent, warm-season grass reasonably acceptable to City.

4.8 Execution of Street Dedication and Drainage Easement. Not later than five (5) days after the later of (i) receipt by City of the Park Improvements Funds and (ii) approval of the final plat for the Subdivision by City's Planning and Zoning Commission, City agrees to sign and record in the Official Public Records the Drainage Easement and the Street Dedication.

4.9 Termination of Right of Entry Agreement. The Right of Entry Agreement shall terminate upon the effective date the Drainage Easement Agreement. Upon the Effective Date of the Drainage Easement Agreement, the provisions of the Drainage Easement Agreement shall be controlling with respect to the construction of the Drainage Improvements.

4.10 Single Bonds and Insurance Policies. Developer, at Developer's sole option, may provide, or require Developer's contractor to provide:

- a. One payment bond and one performance bond in an amount equal to the costs for construction of all of the Developer Improvements in satisfaction of the requirements of Section 4.6 of this Agreement and Section 3.8 of the Drainage Easement Agreement; and
- b. A single set of insurance policies which comply with Developer's obligations pursuant to Section 4.5 of this Agreement and Section 3.7 of the Drainage Easement Agreement.

Article V Miscellaneous

5.1 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter if sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If to City:

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

With Copies to:

Director of Engineering
City of Allen, Texas
305 Century Parkway
Allen, Texas 75013

Director of Parks and Recreation
City of Allen, Texas
301 Century Parkway
Allen, Texas 75013

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

If to Developer:

Meritage Homes of Texas, LLC
Attn: Bobby Samuel, Vice President of Land
Development
8840 Cypress Waters Blvd., Suite 100
Dallas, Texas 75019

With Copies to:

Meritage Homes Corporation
8800 E. Raintree Dr., Suite 300
Scottsdale, Arizona 85260
Attention: Jennifer S. Lee, Esq.

5.2 Successors and Assigns. All obligations and covenants of the Parties under this Agreement shall be binding on the Parties, their successors and permitted assigns. Neither Party may assign this Agreement without the prior written consent of the other Party, which will not be unreasonably withheld.

5.3 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.

5.4 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement 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.

5.5 Entire Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

5.6 Recitals. The recitals to this Agreement are incorporated herein.

5.7 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.

5.8 Failure to Enforce Not a Waiver. The failure by a Party to insist upon the strict performance of any provision of this Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Agreement.

5.9 No Waiver of Powers or Immunity. City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow City to enforce its remedies under this Agreement.

5.10 No Third Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than Developer and City any rights, remedies, or claims under or by reason of this Agreement, and all covenants, conditions, promises, and agreements in this Agreement shall be for the sole and exclusive benefit of Developer and City.

5.11 Exhibits. All exhibits attached to this Agreement are incorporated herein by reference as if fully set forth in the main body of this Agreement.

(Signature Pages to Follow)

SIGNED AND AGREED this _____ day of _____, 2015.

CITY OF ALLEN, TEXAS

By: _____
Peter H. Vargas, City Manager

ATTEST:

Shelley B. George, TRMC, City Secretary

APPROVED AS TO FORM:

Peter G. Smith, City Attorney

SIGNED AND AGREED this 16th day of September, 2015.

DEVELOPER:

**MERITAGE HOMES OF TEXAS, LLC,
AN ARIZONA LIMITED LIABILITY COMPANY**

DocuSigned by:
By: Bobby Samuel
Bobby L. Samuel, III, Vice President of
Land Development

Exhibit "A"
Form of Drainage and Temporary Construction Easement Agreement

After Recording, Return to:

Kevin B. Laughlin
 Nichols, Jackson, Dillard, Hager & Smith, LLP
 500 N. Akard, Suite 1800
 Dallas, Texas 75201

STATE OF TEXAS

§

DRAINAGE AND TEMPORARY**COUNTY OF COLLIN**

§

CONSTRUCTION EASEMENT AGREEMENT

§

This **Drainage and Temporary Construction Easement Agreement** ("**Agreement**") is made by and between the **City of Allen** ("**Grantor**"), a Texas home rule municipality, and **Meritage Homes of Texas, LLC** ("**Grantee**"), an Arizona limited liability company, acting by and through their duly authorized representatives. Grantee and Grantor are referred to herein collectively as "**the Parties**" or individually as "**Party**."

RECITALS

WHEREAS, Grantor is the owner of Grantor's Property (as hereafter defined); and

WHEREAS, Grantor's Property is adjacent to Grantee's Property (as hereafter defined); and

WHEREAS, with respect to development of Grantee's Property, Grantee has requested that Grantee be authorized to allow storm water and other surface water runoff to drain onto and be temporarily detained on Grantor's Property within the Easement Property within the Drainage Improvements; and

WHEREAS, Grantee requires access over and across Grantor's Property in order to construct the Drainage Improvements as required by the Approved Plans; and

WHEREAS, Grantor has determined that Grantee's construction of the Drainage Improvements on Grantor's Property will be beneficial to the use and development of the Grantor Property; and

WHEREAS, the Parties desire to set forth their agreement relating to grant of the Easement on the Easement Property to Grantee and the entry of Grantee and its contractors onto the Grantor Property and construction of the Drainage Improvements on the Grantor Property.

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

Article I
Grant of Drainage Easement

2.1 Grant of Easement. In consideration of the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the provisions of this Agreement set forth below, Grantor hereby dedicates, grants and conveys to Grantee, on behalf of the public, a non-exclusive perpetual drainage easement ("**the Easement**") over, along, across and under the Easement Property, including the right to collect and direct storm water over

or under the Easement Property from Grantee's Property, together with all lines, pipes, conduits and other equipment, improvements, and appurtenances, if any, used in the collection and direction of storm water, deemed necessary thereto from Grantee's Property by Grantee and as approved by Grantor in the Approved Plans ("**the Drainage Improvements**"), over, along, across, under, into and through the Easement Property, to have and to hold the Easement Property for the easement purposes granted herein, together with all and singular the usual rights thereto in anywise belonging, unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors, and assigns, to warrant and forever defend, all and singular, the Easement Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise.

2.2 Exceptions to Grant. This Agreement, the Easement, and the Temporary Easement (defined below) are subject to any existing public or private easement and/or facility located in, on, under, above, across or upon the Grantor Property, to all vested rights presently owned by any utility or communication company, public or private, for the use of the Grantor Property for facilities presently located within the boundaries of the Grantor Property and to any existing lease, license, or other interest in the Grantor Property granted by Grantor to any individual, corporation or other entity, public or private now or hereafter.

Article II Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them in this Article II unless the context clearly indicates a different meaning:

"Approved Plans" means the plans and specifications for the construction of the Drainage Improvements, approved by the Parties prepared by Kimley Horn, Inc. as set forth in the set of drawings titled *Civil Construction Plans – Paving, Grading, & Utilities for Malone Meadows* approved by the City Engineer on June 22, 2015, a true and correct copy of which shall be kept on file in Grantor's Engineering & Traffic Department and are incorporated herein by reference, and which shall be inclusive of any change thereto approved by the Parties.

"Grantor" means the City of Allen, a Texas home rule municipality located in Collin County, Texas.

"City Council" means Grantor's elected governing body commonly known as the City Council of the City of Allen, Texas.

"Commencement of Construction" means that (i) the Approved Plans have been prepared and all approvals of the Approved Plans required by applicable governmental authorities have been obtained; (ii) all necessary permits for construction of the Drainage Improvements pursuant to the Approved Plans have been issued by all applicable governmental authorities and (iii) the grading and/or preparation of the land for construction of the Drainage Improvements has commenced.

"Completion of Construction" means (i) the Drainage Improvements have been substantially completed in accordance with the Approved Plans; and (ii) the Drainage Improvements have been approved and/or accepted (whichever is applicable) in writing by Grantor's Director of Engineering or City Engineer on behalf of Grantor.

"Development Regulations" mean the ordinances, regulations, and policies adopted by Grantor applicable to the use and development of the Grantor Property including, but not limited to, the Allen Land Development Code, as amended.

"Drainage Improvements" means the detention pond, drainage facilities and/or equipment constructed or installed on the Grantor Property in accordance with the Approved Plans, and shall be inclusive of the grading of the Grantor Property and installation of ground cover or plant materials in association with the construction or installation of such facilities and/or equipment.

"Easement Property" means a portion of the Grantor Property consisting of a 1.756 acre tract of land situated in the William Snyder Survey, Abstract No. 821, City of Allen, Collin County, Texas, being part of Lot 2, Block A, Fellowship Christian Church Center, an addition to the City of Allen, Collin County, Texas according to the plat thereof recorded in Volume 2012, Page 3, Plat Records, Collin County, Texas, said tract being more particularly described by metes and bounds and depicted in Exhibit "A," attached hereto and incorporated herein by reference.

"Effective Date" means the date this Agreement has been signed by authorized representatives of all of the Parties.

"Force Majeure" means any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or inaction (unless caused by the intentionally wrongful acts or omissions of the party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns or work stoppages.

"Grantee's Property" means the property described as Lot 1, Block A, Fellowship Center Christian Church Addition, an Addition to the City of Allen, Texas, according to the plat thereof recorded as Volume 2012, Page 3, Plat Records, Collin County Texas.

"Grantor Property" means the property described as Lot 2, Block A, Fellowship Center Christian Church Addition, an Addition to the City of Allen, Texas, according to the plat thereof recorded as Volume 2012, Page 3, Plat Records, Collin County Texas.

Article III

Design and Construction of the Drainage Improvements

3.1 Costs. Grantee shall be solely responsible for all costs associated with the design and construction of the Drainage Improvements.

3.2 Approval of Design. Prior to Commencement of Construction, Grantee agrees to submit to Grantor the plans and specifications of the Drainage Improvements for review and approval. The Parties understand, acknowledge, and agree that the primary purpose and function of the Drainage Improvements shall be to redirect drainage of surface water away from Grantee's Property onto the Grantor Property and that the Approved Plans shall conform to that purpose.

3.3 Procurement of Permits. Grantee shall be solely responsible for obtaining any licenses or permits which are required by Grantor relating to the construction of the Drainage Improvements. This Agreement does not constitute a waiver by Grantor of any applicable Development Regulations enacted by Grantor.

3.4 Grant of Temporary Construction Easement. Subject to the terms, conditions, and restrictions set forth in this Agreement, Grantor finds that it will serve the public purpose to grant, and it does hereby grant, to Grantee a revocable, non-exclusive temporary construction easement ("**the Temporary Easement**") to enter onto and use the Grantor Property for the purpose of (i) constructing the Drainage Improvements, and (ii) to perform such other tasks that this Agreement obligates Grantee, its successors and assigns to perform. The Temporary Easement shall terminate and no longer be effective upon Completion of Construction and acceptance of title to the Drainage Improvements by Grantor. Grantee shall notify Grantor not later than three (3) business day prior to Commencement of Construction and shall provide Grantor with an estimated time of completion.

3.5 Ownership and Future Maintenance of Drainage Improvements. The Parties understand, acknowledge, and agree that, upon Completion of Construction, Grantee will have no ownership interest in the Drainage Improvements or any portion of the Grantor Property upon which the Drainage Improvements have been constructed save and except Grantee's ownership interest in the Easement as set forth herein. All right, title, and interest in the Drainage Improvements shall transfer and convey to Grantor upon Completion of Construction. Maintenance of the Drainage Improvements shall be the responsibility of Grantor after Completion of Construction; provided that prior to Completion of Construction, Grantee (or its Contractor) shall provide Grantor with a two year maintenance bond for the value of the Drainage Improvements, listing Grantor as the Oblige/Owner.

3.6 Indemnification.

(a) Grantee agrees to indemnify, defend, and hold harmless Grantor, its officers, agents, partners, and employees (collectively, the "Indemnified Parties") against and from any and all claims, loss, cost, damage, or expense, including reasonable attorney's fees, arising out of or from or related to the acts or omissions of such Grantee, its agents, employees, partners, shareholders, agents, contractors subcontractors, invitees, or guests, except to the extent caused by the willful misconduct or negligence of any of the Indemnified Parties, and only then to the extent of the proportion of any fault determined against the Indemnified Party. The provisions of this Section 3.6 shall survive the expiration or earlier termination of this Agreement.

b. Grantor shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from the acts or omissions of Grantee pursuant to this Agreement. Grantee hereby waives all claims against Grantor, its officers, agents and employees (collectively referred to in this section as "Grantor") for damage to any property or injury to, or death of, any person arising at any time and from any cause other than the sole negligence or willful misconduct of Grantor. Grantee does hereby indemnify and save harmless Grantor from and against any and all liabilities, damages, claims, suits, costs (including court costs, reasonable attorneys' fees and costs of investigation) and actions of any kind by reason of injury to or death of any person or damage to or loss of property arising from Grantee's breach of any of the terms and conditions of this Agreement, or by reason of any act or omission on the part of Grantee, its officers, directors, servants, agents, employees, representatives, contractors, subcontractors, licensees, successors or permitted assigns in the performance of this Agreement (except when such liability, claims, suits, costs, injuries, deaths or damages arise from or are attributed to the sole negligence or willful act of Grantor). In the event of joint or concurrent negligence of both Grantor and Grantee, the responsibility, if any, shall be apportioned comparatively in accordance with the laws of the state of Texas, without, however, waiving any governmental immunity available to Grantor and without waiving any defenses of the Parties under Texas law. If any action or proceeding shall be brought by or against Grantor in connection with any such liability or claim, Grantee shall be required, on notice from Grantor to defend such action or proceedings at Grantee's expense, by or through attorneys reasonably satisfactory to Grantor. The provisions of this section are solely for the benefit of the Parties hereto

and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

3.7 Insurance. On or before the date of Commencement of Construction, and until the date of Completion of Construction, Grantee shall obtain and maintain in full force and effect at its expense, and shall cause each of Grantee's contractors to obtain and maintain at their expense, the following policies of insurance and coverage:

a. **Commercial General Liability Policy** covering bodily injury, death and property damage, including the property of Grantor, its officers, contractors agents and employees (collectively referred to as the "Grantor") insuring against all claims, demands or actions relating to the work and services provided pursuant to this Agreement 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. This policy shall be primary to any policy or policies carried by or available to Grantor.

b. **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.

c. **Waiver of Subrogation Rights.** The Commercial General Liability, Worker's Compensation, and Excess Liability insurance required pursuant to this Agreement shall provide for waivers of all rights of subrogation against Grantor.

d. **Additional Insured Status.** With the exception of Worker's Compensation Insurance, all insurance required by this Agreement shall include and name Grantor as additional insureds using Additional Insured Endorsements that provide the most comprehensive coverage to the Grantor under Texas law including products/completed operations.

e. **Certificates of Insurance.** Certificates of Insurance and policy endorsements in a form satisfactory to Grantor shall be delivered to Grantor prior to the commencement of any work on the Grantor Property. On every date of renewal of the required insurance policies, Grantee shall cause (and cause its contractors to cause) a Certificate of Insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to Grantor. In addition, Grantee shall, not later than ten (10) business days after written request, provide Grantor with Certificates of Insurance and policy endorsements for the insurance required herein (which request may include copies of such policies). The failure to provide valid Certificates of Insurance and policy endorsements shall be deemed a breach of this Agreement. All policies and endorsements shall remain in effect until at least the termination of the Temporary Easement.

f. **Notice of Non-Renewal, etc.** Each and every insurance policy required to be carried by or on behalf of Grantee or Grantee's contractor pursuant to this Agreement shall provide (and any certificate evidencing the existence of each such insurance policy shall certify) that such insurance policy shall not be canceled, non-renewed or coverage thereunder materially reduced unless Grantor has received notice of cancellation, non-renewal or material reduction in coverage, in each such case (except for notice of cancellation due to non-payment of premiums) such notice to be sent to Grantor not less than thirty (30) calendar days (or the maximum period of calendar days permitted under applicable law, if less than thirty (30) calendar days) prior to the effective date of such cancellation, non-renewal or material reduction in coverage, as applicable. In the event any insurance policy required to be carried by or on behalf of Grantee or Grantee's contractor pursuant to this Agreement is to be canceled due to non-

payment of premiums, the requirements of the preceding sentence shall apply except that the notice shall be sent to Grantor on the earliest possible date but in no event less than ten (10) calendar days prior to the effective date of such cancellation.

g. **Carriers.** All policies of insurance required to be obtained by Grantee and its contractors pursuant to this Agreement shall be maintained with insurance carriers that are satisfactory to Grantor 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 Grantor. All insurance coverage required herein shall be evidenced by a certificate of insurance and policy endorsements submitted by the Grantee's and its contractors' insurer or broker.

3.8. No Liens; Bonds. Grantee understands and acknowledges that, as property owned by a home rule municipality, a valid lien cannot attach on the Grantor Property to secure the payment of the cost of labor and materials related to the construction of the Drainage Improvements on the Grantor Property. Grantee shall require its contractor to obtain payment and performance bonds in the amount of the costs for construction of the Drainage Improvements in compliance with Chapter 2253, Texas Government Code, as amended, with both Grantee and Grantor as owners for purpose of the construction of the Drainage Improvements.

3.9 Restoration of Grantor Property. Prior to Completion of Construction, Grantee shall return the Grantor Property, excluding the area where the Drainage Improvements are constructed and located, to as close as reasonably practical to its original condition prior to Commencement of Construction. The area of the Grantor Property where the Drainage Improvements are located shall be restored in accordance with the Approved Plans.

Article IV Miscellaneous

4.1 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter if sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If to Grantor:

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

With Copies to:

Director of Engineering
City of Allen, Texas
305 Century Parkway
Allen, Texas 75013

Director of Parks and Recreation
City of Allen, Texas
301 Century Parkway
Allen, Texas 75013

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

If to Grantee:

Meritage Homes of Texas, LLC
Attn: Bobby Samuel, Vice President of Land
Development
8840 Cypress Waters Blvd., Suite 100
Dallas, Texas 75019

With Copies to:

Meritage Homes Corporation
8800 Raintree Dr., Suite 300
Scottsdale, Arizona 85260
Attention: Jennifer S. Lee, Esq.

4.2 Successors and Assigns. All obligations and covenants of the Parties under this Agreement shall be binding on the Parties, their successors and permitted assigns. Neither Party may assign this Agreement without the prior written consent of the other Party, which will not be unreasonably withheld.

4.3 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.

4.4 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement 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.

4.5 Entire Agreement. This Agreement embodies the complete agreement of the Parties, superseding all oral or written, previous and contemporary agreements between the parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

4.6 Recitals. The recitals to this Agreement are incorporated herein.

4.7 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.

4.8 Failure to Enforce Not a Waiver. The failure by a Party to insist upon the strict performance of any provision of this Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Agreement.

4.9 No Waiver of Powers or Immunity. Grantor does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow Grantor to enforce its remedies under this Agreement.

4.10 No Third Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than Grantee and Grantor any rights, remedies, or claims under or by reason of this Agreement, and all covenants,

conditions, promises, and agreements in this Agreement shall be for the sole and exclusive benefit of Grantee and Grantor.

(Signatures on Following Pages)

GRANTOR'S SIGNATURE PAGE

SIGNED AND AGREED this _____ day of _____, 2015.

CITY OF ALLEN, TEXAS

By: _____
Peter H. Vargas, City Manager

ATTEST:

Shelley B. George, TRMC, City Secretary

APPROVED AS TO FORM:

By: _____
Peter G. Smith, City Attorney

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me, the undersigned authority, on the _____ day of _____, 2015, by Peter H. Vargas, City Manager, City of Allen, Texas, a Texas home rule municipality, by and for said municipality.

Notary Public, State of Texas

My commission expires: _____

GRANTEE'S SIGNATURE PAGE

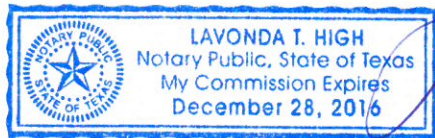
SIGNED AND AGREED this 16th day of September, 2015.

**MERITAGE HOMES OF TEXAS, LLC,
AN ARIZONA LIMITED LIABILITY COMPANY**

DocuSigned by:
By: Bobby Samuel
Bobby L. Samuel, III, Vice President of Land Development

STATE OF Texas §
COUNTY OF Dallas §

This instrument was acknowledged before me, the undersigned authority, on the 16th day of September, 2015, by Bobby L. Samuel, III, Vice President of Land Development for Meritage Homes of Texas, LLC. an Arizona limited liability company doing business as "Meritage Homes", by and for said company.



Lavonda T. High
Notary Public, State of Texas
My commission expires: 12/28/16

Exhibit "A"
Description of Easement Property

LEGAL DESCRIPTION

1.756 Acres

BEING a tract of land situated in the William Snider Survey, Abstract No. 821, City of Allen, Collin County, Texas, being a portion of Lot 2, Block A of Fellowship Christian Center Church Addition, according to the Final Plat thereof recorded in Volume 2012, Page 03, Plat Records of Collin County, Texas, same being of a portion of a called 3.00 acre tract of land described in a Special Warranty Deed to City of Allen, a Texas home rule municipality, recorded in Instrument No. 20110906000944580, Official Public Records of Collin County, Texas, and being all of a Drainage Easement dedicated to public use, according to said Final Plat of Fellowship Christian Center Church Addition, and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found for the northerly southwest corner of Round Rock, Phase II, according to the plat thereof recorded in Cabinet N, Slide 127, said Plat Records, common to the southeast corner of said Lot 2, same being on the north line of The Orchards, Phase 2, according the plat thereof recorded in Cabinet P, Slide 321, said Plat Records;

THENCE North 01°47'04" West, departing the north line of said The Orchards, Phase 2, along the east line of said Lot 2 and common west line of said Round Rock, Phase II, a distance of 99.69 feet to a point for corner on the east line of said Lot 2 and common west line of said Round Rock, Phase II;

THENCE South 89°28'05" West, departing the east line of said Lot 2 and common west line of said Round Rock, Phase II, and crossing said Lot 2, a distance of 15.53 feet to the **POINT OF BEGINNING** of the herein described easement tract;

THENCE continuing across said Lot 2, the following courses and distances:

South 89°28'05" West, a distance of 187.58 feet to a point for corner;

South 13°10'52" West, a distance of 73.26 feet to a point at the beginning of a non-tangent curve to the left;

In a northwesterly direction, with said curve to the left, having a radius of 375.00 feet, a delta angle of 13°47'06", an arc distance of 90.22 feet, and a chord bearing North 12°05'48" West, a distance of 90.00 feet to a point at the beginning of a reverse curve to the right;

Continuing in a northwesterly direction with said curve to the right, having a radius of 325.00 feet, a delta angle of 17°13'28", an arc distance of 97.70 feet, and a chord bearing North 10°22'37" West, a distance of 97.33 feet to a point for corner at the end of said curve;

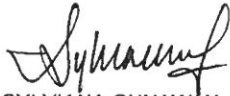
North 01°45'53" West, a distance of 209.74 feet to a point for corner;

South 89°59'58" East, a distance of 237.15 feet to a point for corner;

South 01°47'04" East, being 15.53 feet west of and parallel with the east line of said Lot 2, a distance of 320.47 feet to the **POINT OF BEGINNING**, and containing 1.756 acres (76,479 square feet) of land, more or less.

NOTES:

All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.999845391.


SYLVIANA GUNAWAN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6461
5750 GENESIS COURT, SUITE 200
FRISCO, TEXAS 75034
PH. 972-335-3580
sylviana.gunawan@kimley-horn.com



DRAINAGE EASEMENT
FELLOWSHIP CHRISTIAN CENTER
CHURCH ADDITION, LOT 2, BLOCK A
WILLIAM SNIDER SURVEY,
ABSTRACT NO. 821
CITY OF ALLEN, COLLIN COUNTY, TEXAS

Kimley»Horn

5750 Genesis Court, Suite 200
Frisco, Texas 75034

FIRM # 10193822

Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SG	KHA	07/22/2015	061179020	1 OF 2

GUNAWAN, SYLVIANA 9/14/2015 11:53 AM K:\FRI_SURVEY\061179020-MALONE MEADOWS\DWG\OFFSITE EASEMENTS\061179020 DRAINAGE EASEMENT.DWG



Exhibit "B"
Form of Street Dedication Instrument

After Recording, Return to:

Kevin B. Laughlin
 Nichols, Jackson, Dillard, Hager & Smith, LLP
 500 N. Akard, Suite 1800
 Dallas, Texas 75201

STATE OF TEXAS	§	PUBLIC STREET AND PARK ROAD DEDICATION
	§	
COUNTY OF COLLIN	§	(on City-Owned Property)

The **CITY OF ALLEN, TEXAS**, ("the City"), a Texas home rule municipality and the owner of the real property located in the City of Allen, Collin County, Texas, described in Exhibit "A," attached hereto and incorporated herein by reference ("the Street ROW"), does hereby provide notice to the public that the Street ROW is hereby **DEDICATED TO THE PUBLIC** to be used by the public for public street, park road, and utility purposes, in the same manner as all other public streets within the City's incorporated limits, including the right of ingress, egress, and regress therein, and as easements to construct, maintain, repair, and replace, public streets and utilities. Notwithstanding anything to the contrary above, the Street ROW shall at all times be used in accordance with all applicable ordinances, regulations, and policies enacted by the City of Allen, Texas, and all traffic laws of the State of Texas and the City of Allen, Texas.

SIGNED this _____ day of _____, 2015.

CITY OF ALLEN, TEXAS

By: _____
 Peter H. Vargas, City Manager

ATTEST:

 Shelley B. George, TRMC, City Secretary

STATE OF TEXAS	§
	§
COUNTY OF COLLIN	§

This instrument was acknowledged before me, the undersigned authority, on the _____ day of _____, 2015, by Peter H. Vargas, City Manager, City of Allen, Texas, a Texas home rule municipality, by and for said municipality.

 Notary Public, State of Texas
 My commission expires: _____

Exhibit "A"
Description and Survey of Street ROW

LEGAL DESCRIPTION

0.577 of an Acre

BEING a tract of land situated in the William Snider Survey, Abstract No. 821, City of Allen, Collin County, Texas, being a portion of Lot 2, Block A of Fellowship Christian Center Church Addition, according to the Final Plat thereof recorded in Volume 2012, Page 03, Plat Records of Collin County, Texas, and being of a portion of a called 3.00 acre tract of land described in a Special Warranty Deed to City of Allen, a Texas home rule municipality, recorded in Instrument No. 20110906000944580, Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at the southwest corner of said Lot 2 and the southeast corner of Lot 1, Block A of said Fellowship Christian Center Church, being on the north line of The Orchards Phase 2, according to the plat thereof recorded in Cabinet P, Slide 321, Plat Records of Collin County, Texas;

THENCE North 01°45'53" West, departing the north line of said The Orchards Phase 2, along the west line of said Lot 2 and the east line of said Lot 1, a distance of 432.69 feet to the northwest corner of said Lot 2 and the northeast corner of said Lot 1, being on the south line of High Point Estates, according to the plat thereof recorded in Volume 11, Page 47, Plat Records of Collin County, Texas;

THENCE North 89°37'06" East, along the north line of said Lot 2 and the south line of said High Point Estates, a distance of 50.01 feet to a point for corner;

THENCE departing the north line of said Lot 2 and the south line of said High Point Estates, and crossing said Lot 2, the following courses:

South 01°45'53" East, a distance of 219.94 feet to a point at the beginning of a tangent curve to the left;

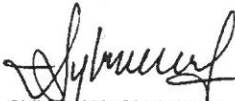
Continuing in a southeasterly direction with said curve to the left, having a radius of 325.00 feet, a delta angle of 17°13'28", an arc distance of 97.70 feet, and a chord bearing South 10°22'37" East, a distance of 97.33 feet to a point at the beginning of a non-tangent curve to the right;

Continuing in a southeasterly direction, with said curve to the right, having a radius of 375.00 feet, a delta angle of 18°08'38", an arc distance of 118.75 feet, and a chord bearing South 09°55'01" East, a distance of 118.26 feet to a point for corner at the end of said curve, same also being on the south line of said Lot 2 and on the north line of aforesaid The Orchards Phase 2;

THENCE South 89°28'05" West, along the south line of said Lot 2 and the north line of said The Orchards Phase 2, a distance of 81.36 feet to the **POINT OF BEGINNING** and containing 0.577 of an acre (25,142 square feet) of land, more or less.

NOTES:

All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.999845391.


 SYLVIANA GUNAWAN
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6461
 5750 GENESIS COURT, SUITE 200
 FRISCO, TEXAS 75034
 PH. 972-335-3580
 sylviana.gunawan@kimley-horn.com



**PUBLIC STREET AND
 PARK ROAD DEDICATION
 FELLOWSHIP CHRISTIAN CENTER
 CHURCH ADDITION, LOT 2, BLOCK A
 WILLIAM SNIDER SURVEY,
 ABSTRACT NO. 821
 CITY OF ALLEN, COLLIN COUNTY, TEXAS**

Kimley»Horn

5750 Genesis Court, Suite 200
Frisco, Texas 75034

FIRM # 10193622

Tel. No. (972) 335-3580
Fax No. (972) 335-3770

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SG	KHA	09/15/2015	061179020	1 OF 2

GUNAWAN, SYLVIANA 9/15/2015 8:36 AM K:\FRI_SURVEY\061179020-MALONE MEADOWS\DWG\OFF SITE EASEMENTS\061179020 STREET AND UTILITY EASEMENT.DWG



Exhibit "C"
Description of Park Improvements

1. 6,632 square feet of an eight foot (8.0') wide Concrete Trail (6" thickness)
2. Park Benches and Concrete Apron: two (2) each
3. Trash Receptacle: one (1)
4. Solid Block Sod, complete in place
5. Underground irrigation system, (not including irrigation water meter or impact fee which will be provided by City of Allen) to irrigate approximately 81,400 square feet of the City Property.

LOCATION MAP



CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE: September 22, 2015

SUBJECT: Authorize the City Manager to Execute an Amendment to the Arena License Agreement with Stephen Brothers Sport Management of Allen, LLC, dba Allen Americans, a Texas Limited Liability Company, to Reflect a League Membership Change and to Modify Exhibits A, C, D, and E and Add Exhibit F.

STAFF RESOURCE: David Angeles, Allen Event Center General Manager

PREVIOUS COUNCIL ACTION: May 13, 2014 - City Council Authorized the City Manager to Execute an Arena License Agreement Between the City of Allen and Steven Brothers Sports Management LLC, a Texas Limited Liability Company, to Base a Professional Hockey Team, in the Central Hockey League at the Allen Event Center.

ACTION PROPOSED: Authorize the City Manager to Execute an Amendment to the Arena License Agreement with Stephen Brothers Sport Management of Allen, LLC, Doing Business as Allen Americans, a Texas Limited Liability Company to Reflect a League Membership Change and to Modify Exhibits A, C, D, and E and Add Exhibit F.

BACKGROUND

The Allen Americans are entering their seventh season of hockey play at Allen Event Center. In October of 2014, the Allen Americans were accepted as an expansion club in the ECHL, the premier 'AA' Hockey League. The ECHL is comprised of 28 teams, has stronger National Hockey League affiliations and has increased stability over the prior league to which the Allen Americans held membership. Changes brought on by the advancement to a higher level league have been increased regular season length, additional regular season home games, an extended playoff schedule and more stringent game operation standards. After the initial season in the ECHL, where the Allen Americans won the League Championship and the Kelly Cup, the move has proven to be a positive one for the level of hockey played at the Allen Event Center.

To maintain both the short and long term success of the Allen Americans and Allen Event Center, addendums to the Arena License were determined to be necessary. Highlights of the

addendums are simplified rent structure, added incentives for high attendance numbers and restructuring of premium level management.

STAFF RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute an amendment to the Arena License Agreement with Stephen Brothers Sport Management of Allen, LLC, dba Allen Americans, a Texas Limited Liability Company, to reflect a league membership change and to modify Exhibits A, C, D and E and add Exhibit F.

MOTION

I make a motion to authorize the City Manager to execute an amendment to the Arena License Agreement with Stephen Brothers Sport Management of Allen, LLC, dba Allen Americans, a Texas Limited Liability Company, to reflect a league membership change and to modify Exhibits A, C, D and E and add Exhibit F.

ATTACHMENT

First Amendment to Arena Lease
Original Licence Agreement

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

FIRST AMENDMENT TO ARENA LICENSE

This First Amendment to Arena License (the “License”) is made by and between the City of Allen, Texas (hereinafter referred to as “City”), and Steven Brothers Sports Management of Allen LLC, doing business as Allen Americans, 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, the Parties previously entered into that certain Arena License dated May 19, 2014 (the “Original License”); and

WHEREAS, the Parties desire to amend the Original License as it relates to the definition of “League”, by amending regular season and playoff dates, by amending a reference to an Exhibit, by replacing Exhibits “A”, “C”, “D” and “E” with new Exhibits, and by adding new Exhibit “F”;

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 by all of the Parties hereto, the Parties hereby agree as follows:

1. That Article I of the Original License is hereby amended in part by amending the definition of “League”, to read as follows:

“League” means the East Coast Hockey League (“ECHL”), or such other league as may be approved by the City.”

2. That Section 2.3, “Scheduling,” of the Original License is hereby amended to amend the regular season and playoff dates, as follows:

“2.3 **Scheduling.** Not later than June 1 of each year, City and Team shall negotiate the scheduling of Team’s hockey games for the then ensuing League season. Approximately thirty-three (33) home games (and no less than thirty (30) home games) shall be scheduled between October 1 and April 30 during each League season during the Term of this License. City will use all commercially reasonable efforts each year to accommodate Team in scheduling its games at the Facility with the understanding that Team is one of several tenants of the Facility. The City shall make every reasonable effort to hold a minimum of twenty-four (24) weekend dates each year, defined as Friday through Sunday, for use by the Team for the Team’s regular League season games for the following Team League season. If the dates have not been confirmed by June 1 of each year, the City shall have no obligation to hold such twenty-four (24) dates and may

release such dates for other events and use by others. The City shall hold up to and no more than forty (40) dates total, weekday and weekend dates combined, prior to June 1 of each year for Team use for the Team's regular League season games for the following Team League season. City may give preference to Team over other users on those occasions in which there is a conflict or potential conflict with another user, however City and Team each recognize the obligation to be reasonable and flexible with respect to the scheduling priorities of the other. 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 playoff home games. For the purposes of establishing game dates for Team, the months during a League season will occur October through April, with playoffs generally occurring in the months of May through June ("Hockey Season"). It is acknowledged that City will be taking all 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. Once a schedule has been agreed to by the Parties with confirmation by the League, City may not alter the schedule except by agreement with Team."

3. That Section 2.6, "Food and Beverage," of the Original License is hereby amended to correct the reference to "Exhibit "D"" to "Exhibit "E", as follows:

"2.6 **Food and Beverage.** Team shall exclusively use the food and beverage concession and catering services offered by the 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 "E"**. Team shall pay the costs and charges for food and beverage services for each event to the 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 the City and prior payment (or deposit at the discretion of the City) to the City for such food and beverage package, coupon or voucher."

4. That the Original License is hereby amended by replacing Exhibits "A", "C", "D", and "E", with new Exhibits "A", "C", "D", and "E", attached hereto and made a part of this First Amendment to Original License.

5. That the Original License is hereby amended by adding Exhibit "F", "Playoff Priority Scheduling", attached hereto and made a part of this First Amendment to Original License.

6. That the Original License shall continue in full force and effect, except as amended herein.

7. That this First Amendment to the Original License and the Exhibits attached hereto shall take effect on the last date of execution hereof and shall apply prospectively.

8. That this First Amendment to the Original 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.

9. That each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this First Amendment to the Original 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

AGREED AS TO FORM:

By: _____
Peter G. Smith, City Attorney

EXECUTED on this _____ day of _____, 2015.

**STEVEN BROTHERS SPORTS MANAGEMENT OF
ALLEN LLC, dba ALLEN AMERICANS**

By: _____
Rodney L. Steven II, President

EXHIBIT “A”

Arena License Fees: for each exhibition, regular season or play-off Game.

License Fee for each Exhibition, Game or Play-off Game

Rent & Base Services:	\$6,000 (with 3% annual escalator to cover staffing cost increases)
<u>Facility Fee:</u>	<u>\$4,000</u>
Total	\$10,000

Attendance is defined by “Drop” Count from Facility Box Office reports

**EXHIBIT “C”
Revenue Sharing**

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

Concessions	<u>Drop 0-2,200</u>	<u>Drop 2,201-2,600</u>	<u>Drop 2,601-3,500</u>	<u>Drop 3,501-4000</u>	<u>Drop 4,001+</u>
• Concourse Level	15%	15%	20%	25%	25%
• Premium Level	5%	5%	5%	5%	5%

*percentages based off net revenue (Gross Rev – Expenses – Tax = Net Revenue)

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

- Designated Premium Seats – 5%

(a) Attendance is defined by “Drop” Count from Facility Box Office reports

Team shall be entitled to the following additional revenue if attendance benchmark is met:

- If Team exceeds a total scanned ticket Game Drop Count of 3,200 for a Regular Season or Playoff game, Arena will credit team an additional \$5 per Premium Level seat at settlement of that game. 314 Suite Seats + 169 Loge Seats = 483 Seats Grand Total (483 x \$5 = \$2,415 Game Credit). Total Scanned Ticket Count includes both Premium Level and Bowl Seating.

In accordance with Article 2.7(o); Team shall be allowed to assist in selling, unsold and available, Arena Sponsorship Signage with the below guidelines:

- Americans assist in selling available Arena sponsorship signage
- When sold by team, team will receive 50% Gross Revenue from Sale
 - Team pays commission from their portion
 - Deals must be approved by Arena , Signage creative and installation is above and beyond the asset pricing and the responsibility of sponsor, costs associated with removal of signage taken into consideration if large future expense (i.e. Metro PCS Garage Signage, etc)

Non-Alcoholic Beverage Pouring Rights Support:

Arena awarded Non-Alcoholic Beverage Pouring Rights Exclusivity through Request for Qualifications (RFP) and Bid Process for Facility.

- RFP is only for Exclusive Pour Rights and Concession Rights and physical product presence in the Arena. ***Teams can sell advertising or signage in the arena to other CSD suppliers as long as it isn’t building inventory and product isn’t brought into building.***
- ***Product Exclusivity. Building is willing to share 100 cases of designated product with team to help accommodate BOH needs or in-game activity for Press Box, etc.***

**EXHIBIT “D”
Premium Seats**

Premium Level Structure

Agreeable on September 10, 2015, that the Premium Level sales and management is better set up in the traditional fashion of the Arena/City managing and selling the seat inventory. City will assume control of the Premium Level Seat inventory that was afforded to the Team in Exhibit “D” of prior License Agreement fully executed on May 19, 2014, effective immediately. Any existing Ticket Stock printed by Team will be returned to City.

- There are a total of 29 Premium Level Suites with 4 Suites off Manifest. Suite 209 (Naming Rights Suite); Suite 208 (MGH/Developer Suite); Suite 222 (City Suite); Suite 221 (Team Owners Suite). Additionally, Suite 201/202 (North Party Suite) will be provided to Team.
- City will pay Team for 25 Suites each Regular Season or Playoff game played at the Allen Event Center in the amount of \$222 per suite (\$5,550 per game) that will be handled during settlement.
 - Through the 2015-16 Season, Team will maintain seat inventory for 5 existing suites, which have existing contracts. After which, inventory will be returned to City for all future years of amended License Agreement.
 - Team Suite Seat Inventory for 2015-16 Season: Suite 226 – Full Season; Suite 220 – Full Season; Suite 219 – Full Season; Suite 217 – Half Season; Suite 216 – Full Season.
 - Team shall be responsible for collection of all applicable taxes associated with 5 existing contracts.
 - Team shall provide one (1) Premium Level representative.
 - Full season suite holders will have first right of refusal for similar seats for other Facility controlled events (exercisable only up to ten (10) days after public on-sale date) at the standard suite single-event prices. Facility is not obligated to hold more than 50% of available suites or seats. Team will be required to provide necessary suite holder information to Facility staff to allow for proper management of premium level sales and servicing for event.
- Team must request and be given approval from City to use, sell, leverage in trade, place in ticket packages or include in sponsorship any Premium Level seat inventory. If given approval by City, Team must purchase seats at a mutually agreeable and reasonable rate. Exception will be Suite 221 (Team Ownership Suite) and Suites 201/202 (North Party Suite), which seat inventory is provided to Team as complimentary.
- The 2 “Glass Party Suites” located at bowl level on west end of arena are considered bowl seating inventory and will remain Team inventory.

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 the Team's first home game during the League Season.

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

Cancellation of food special or promotion less than two (2) weeks out will result in forfeit of City provided promotion if applicable.

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 the City. Standard amount of Concession locations for a sporting event consists of 4 fixed Concession locations and additional portables as determined by the City. Any additional Concession locations or portables requested by the 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 the 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 the 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.

Fundraiser Sales

Any food or beverage funding 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 the City and paid at the settlement following the applicable event. The City may require a deposit for such service.

EXHIBIT “F”
Playoff Priority Scheduling

Playoff Priority Scheduling

- City and Team will work together to ensure priority dates during playoffs
- City will book additional events but will ensure team has option of “two of three” days that fall Friday-Sunday.
 - One block in June will be the exception, typically the first weekend (Thursday through Saturday) due to long standing community graduations.
 - City will provide Team with dates held for ECHL Playoffs that support the “two of three” commitment for playoffs. Held dates to be communicated to Team not later than February 15 of each year.
 - City will continue to book venue to ensure a variety of programming to the residents of Allen and North Texas. If one of the bookings conflicts with hold playoff date for team, building will work with Team on determining reasonable revenue share of alternate event. Date will be Teams to release or hold once provided to Team.

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 Steven Brothers Sports Management of Allen LLC, doing business as Allen Americans, 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 acknowledges and agrees that as a condition of entering into a License with the City for the use of the Facility that Team shall pay the sum set forth in Section 3.4 (d) to the City in satisfaction of the outstanding liabilities of fees owed by Top Shelf to the City under the terms of the Amended and Restated License Agreement by and between the City and Top Shelf; and

WHEREAS, the Parties desire to enter into this Arena License for the Team use of the Facility as set forth herein;

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 by all of the Parties hereto, 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 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 the 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 the 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 the City for which the main offices of the City of Allen are closed.

“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 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 and meeting rooms; (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 the City.

“League” means the Western Professional Hockey League, Inc., d/b/a Central Hockey League (“WPHL”), or such other league as may be approved by the City.

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

“Office/Retail Areas” means the areas within the Facility that City has leased to Team for office or retail purposes pursuant to a written agreement between the Parties.

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

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

Article II Grant of License

2.1 **Grant and Term.** (a) 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, season home and play-off games (approximately sixty-four (64) and which shall be no less than thirty (30) regular season home games each season) and play-off games, and when applicable League All-Star Game; (ii) practices, as provided for in Section 2.4 hereof; and during training camp, as provided for in Section 2.5 hereof; (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 the 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 the City.

(b) **Office Space.** Team’s rights under this License include the exclusive right to use approximately 1,305 square feet of office space (planned to include 5 offices, 2 cubicles, 1 reception desk, and 1 workroom). The City agrees to provide additional office space if available within the Facility for use by the Team to accommodate up to six (6) personnel with additional space evaluated annually. The rights of Team shall not extend to any Excluded Area. Team, at its sole cost and expense, shall be allowed to add improvements to Team’s dressing room, upon reasonable approval of City, and any such improvements which are affixed to the building shall at once become part of the realty and be surrendered to City at the end of the Term (as defined below); any such improvements shall be accomplished in a good and workmanlike manner and in compliance with all applicable laws, and Team shall not permit any mechanic’s, materialmen’s or other liens to be filed against the Facility or the real property, nor against Team’s interest under this Lease. City may ask Team to temporarily vacate Team’s dressing room and/or training room upon City giving fair and reasonable notification, and the City shall repair any damage caused to Team’s dressing room during such time. This request will not interfere with normal League scheduled home hockey games (including play-off and exhibition games), or scheduled practice, try out, or training camp sessions. Space may be used for added production or VIP spaces during the offseason for concerts or other spectacle show booked by City for the

Facility. As an office tenant and Facility tenant, Team has obligations to ensure and assist in keeping the Facility secure by following security policies and procedures and not conducting action that compromise the security of the Facility. Failure to adhere to the Facility security policies and procedures will result Team paying additional staffing costs to the City.

(c) **Facility Access.** The Team recognizes and agrees that City may limit Team access to the Facility during events booked by the City, and agrees comply with such limitations and to communicate such limitations to Team employees and personnel, provided notice thereof is provided by the City to the Team. As an office user and Facility user, Team has obligations to ensure and assist in keeping the Facility secure by following security policies and procedures and not conducting action that compromises the security of the Facility. Failure to adhere to the Facility security policies and procedures will result Team paying additional staffing costs to the City.

(d) **Free Ice Time.** In addition and where possible pending previously scheduled events, Team may use the arena ice surface at no extra charge for recreational skating after each regular season game played by Team in the Facility, if such usage is conducted in conjunction with local community groups and/or Facility sponsors. Spectators may be admitted not earlier than one (1) hour prior to game time. Any open and or free skating event must be previously approved by the City. Skate rental services provided by Allen Community Ice Rink must be approved seven (7) days in advance.

(e) **Term.** The initial term of this License shall be for a period of five (5) years (the "Initial Term") commencing on the last date of execution hereof (the "Effective Date") and terminating after the last Team playoff game of the fifth (5th) Season, unless sooner terminated as provided herein, and shall be for all of Team's League home games. Team shall, during each League season during the Term play all Team League regular season home games at the Facility.

2.2 **Option to Renew.** The Team and City have the right to mutually agree to extend the term of this License for additional terms of one (1) year each (each a "Renewal Term"). The Team shall notify City in writing of its desire to extend the term of the License not less than ninety (90) days prior to the expiration of the then current Term. "Term" shall include the Initial Term and any agreed Renewal Term following the expiration of the Initial Term.

2.3 **Scheduling.** Not later than June 1 of each year, City and Team shall negotiate the scheduling of Team's hockey games for the then ensuing League season. Approximately thirty-three (33) home games (and no less than thirty (30) home games) shall be scheduled between October 1 and March 30 during each League season during the Term of this License. City will use all commercially reasonable efforts each year to accommodate Team in scheduling its games at the Facility with the understanding that Team is one of several tenants of the Facility. The City shall make every reasonable effort to hold a minimum of twenty-four (24) weekend dates each year, defined as Friday through Sunday, for use by the Team for the Team's regular League season games for the following Team League season. If the dates have not been confirmed by June 1 of each year, the City shall have no obligation to hold such twenty-four (24) dates and

may release such dates for other events and use by others. The City shall hold up to and no more than forty (40) dates total, weekday and weekend dates combined, prior to June 1 of each year for Team use for the Team's regular League season games for the following Team League season. City may give preference to Team over other users on those occasions in which there is a conflict or potential conflict with another user, however City and Team each recognize the obligation to be reasonable and flexible with respect to the scheduling priorities of the other. 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 playoff home games. For the purposes of establishing game dates for Team, the months during a League season will occur October through March with playoffs generally occurring in the Months of April and May ("Hockey Season"). It is acknowledged that City will be taking all 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. Once a schedule has been agreed to by the Parties with confirmation by the League, City may not alter the schedule except by agreement with Team.

2.4 **Practices.** 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 the Team to pay such rates and charges established by the 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 the Team is scheduled to play a game at the Facility. The use of the Facility on days on which the 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 the Team to pay such rates and charges established by the City for personnel and other costs (including additional conversion and staffing) incurred for such usage.

2.5 **Training Camp.** City understands that having the Facility available for preseason training and exhibition games is important in the operation of Team's business and, provided Team provides sixty day advance notice and there is no conflict with any other event on the Facility schedule, Team will have first right and priority scheduling for use of the Facility for holding Team's training camp(s) for players prior to the start of each Season. The Team use of the Facility for exhibition games and training camp is not included within the Base Level of Service. The Team shall pay such rates and charges established by the City for personnel and other costs for such usage. City may use the community ice rink to fulfill the purposes of this Section. Team will engage in good faith discussions with City regarding sponsorship activities related to practice. Practices may be open to the public for Facility community relations purposes but such usage is not covered by the Base Level of Service and will require the Team to pay such rates and charges established by the 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 the 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 the 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 the City and prior payment (or deposit at the discretion of the City) to the 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 expressly 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 on an event-by-event basis) within the Facility that have not been designated by the City for use and sale by the 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; 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 ice, Concessions and pouring rights in respect of alcoholic and non-alcoholic beverages (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 the 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 the 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 obligations for the purpose of promoting 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 twenty-five percent (25%) of the time or usage of the LED ribbon board during pre game and post game;
- (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 logo on the center ice;
- (m) to exclusively provide all food and beverage services for the Facility;
- (n) to use the 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 and any rights not expressly granted to Team.

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

- (a) To comply with the terms of this Agreement;
- (b) To provide an appropriate, safe, well maintained and clean Facility for the intended use;

- (c) To provide adequate, safe, well maintained and clean parking access for the Facility's intended use;
- (d) To pay revenue to Team pursuant to Exhibit "C" at Settlement following the applicable event.

2.9 **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 and to receive the revenue for all Premium Seats as described in Exhibit "B". 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 and League souvenirs and shall receive all revenue from this exclusive right;
- (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 the City the applicable origination fee. Team shall be responsible for the costs associated with the set-up and/or transmission of such broadcasts and shall receive all revenue from this exclusive right;
- (d) to sell Team and/or League or League member team branded souvenirs at locations in the Facility designated by the 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) and shall receive all revenue from this exclusive right;
- (f) to place one Team logo on the center ice;
- (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 after public on-sale date to any particular event) to use such suite or other suite tickets for all non-hockey events ticketed by Ticketer at the standard suite single-event prices; and

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

2.10 **Team’s Obligations.** Team shall have the following obligations:

- (a) Team agrees that the name “Allen Texas” and/or “Allen Event Center” will accompany the League name and will be included in all Team references to the Facility. Team agrees that all of its marketing and promotional material will contain reference to the City of Allen and the Allen Event Center. “Allen Texas” and/or “Allen Event Center” shall be displayed in the center circle ice of the playing surface.
- (b) 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 the Team; (ii) credit card charges or surcharges for Facility Box Office and Ticketer sales; (iii) fees charged by the 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 (City shall provide list of current fees at least 30 days prior to each season); (iv) catering upon request at rates established by the 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.
- (c) Payment of the License Fee.
- (d) Team shall exclusively utilize Ticketer in the sale of all tickets to Team’s games played at the Facility.
- (e) Exclusively use the food and beverage services offered by the 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 the 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 the League Season during the Term of this License as set forth in **Exhibit "A"** (the "License Fee"). The License Fee for each exhibition, game or play-off game, as the case may be, shall be paid to the City at the Settlement following the applicable event. Failure of the Team to pay, or timely pay, the License Fee to the City for any exhibition, game or play-off game and/or any costs and charges for food and beverages or other services provided by the City shall entitle City to suspend the Team's Permitted Use of the Facility and/or to draw on the Letter of Credit as provided in **Section 3.11**.

- (b) In consideration of the payment of the License Fee the 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 the 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 the City, and paid by the Team to City at the Settlement following each such event.
- (d) City agrees to waive the normal One Dollar (\$1) per month per square foot rental fee for the use of the Facility retail store and provide free space for the duration of the term of this License, provided however the City reserves the right to terminate the Team use of the Facility retail store space at anytime and provide the Team with space on the concourse. If Team is the only occupant of the retail store, Team shall be responsible for the supply and cost of appropriate staff and may contract with City for the provision thereof. If there is more than one occupant of the retail store, then Team shall pay its pro-rata share of the allocated rent to City plus its pro-rata share of the costs of appropriate staff to City for City's supply of the staff; such rent and cost proration to be based on space used and time used. City and Team shall mutually agree to the hours of operation of the retail store. During non Hockey Season, Team may choose to vacate the retail store.
- (e) Office Space, including common area maintenance and utilities; Team will be responsible for all other costs of occupancy and use such as communications including voice and data equipment and transmission lines/cabling, furniture and office equipment.

3.2 Revenue Sharing with Team.

- (a) **Concession Revenue.** City shall pay to the Team at Settlement a percentage of the Concession Revenue set forth in **Exhibit "C"**;
- (b) **Tickets.** Team shall be entitled to receive one hundred percent (100%) of the sale of all non-Premium Seats as described in **Exhibit "D"**;

- (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 the Team;
- (d) Team shall have the right to annually audit the applicable Concessions records; and
- (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 sixteen (16) pairs of on-playing surface logos, all field logos, and other locations as mutually agreed to ("Team Inventory"). The terms of all such sales shall be subject to the prior approval of the City.
- (b) Except for Team Inventory, City shall have the exclusive right to sell and retain all permanent advertising and signage.
- (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 the Team shall not be responsible for paying the following:

- (a) property taxes, if any, assessed against the Facility, except for any property taxes assessed the Team's leasehold interest and personal property in the Facility, if any;
- (b) the costs of Base Level of Service;
- (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 payment of the License Fee, Team shall be responsible for:

- (d) Payment of the sum of Fifty Thousand Dollars no/100 (\$50,000.00) to the City concurrent with the execution of this License Agreement to compensate City for complete satisfaction of the outstanding debt owed to City by Top Shelf for sponsorship or game settlements related to the 2013-2014 League season and the Amended and Restated License Agreement by and between the City and Top Shelf.
- (e) the costs of any personnel, service and equipment in excess of the Base Level of Service during Applicable Usage Hours;
- (f) 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;
- (g) its cost of the Team's insurance required herein;
- (h) 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 hockey teams; however, Team shall not be responsible for the costs of repair and maintenance occasioned solely by reason of ordinary wear and tear;
- (i) 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 in excess of the normal and customary requirements for the Permitted Use;
- (j) the cost of all set up furnishings and equipment, beyond normal and customary locker room furnishings and equipment; and
- (k) any video or studio costs, including labor, that are beyond the Base Level of Service.

3.5 Payment of Ice Time for Practices and Training Camp. City shall provide Team with free ice time during the then current hockey season between 10 a.m. and 11.30 a.m., Monday through Friday. Upon reasonable prior written notice to City, Team shall have the right to schedule an additional 25 hours of free ice time (subject to Facility schedule) for Team's during each hockey season (the "Free Ice Hours") without rollover. After Team has used its Free Ice Hours for the then-current hockey season, and upon reasonable prior written notice to City, Team shall have the right to schedule additional ice time (subject to Facility schedule) at the rate of \$100 per hour, adjusted annually for CPI, for the use of the ice surface for practices or training camp pursuant to Sections 2.4 and 2.5 (the "Practice Hours"), except for practice time on days on which Team is scheduled to play a game at the Facility, for which there shall be no charge. The

City may use the adjacent ice facility to fulfill the purposes of this Section 3.5. The grant of ice time (whether paid or not) to Team is non-transferrable, personal to Team, and Team may not sublet or otherwise allow any third party to use such ice time. Team may cancel any scheduled Free Ice Hours or Practice Hours at any time prior to 7 days before the scheduled time without charge or loss of free ice time; however, if due to short notice the Team shall be reasonable for any additional Facility costs due to staff scheduling, Facility opening and/or cancellation of of any Facility programming.

3.6 **Retail Store Operations.** City retains the sole right to provide space for the operation of a retail store in accordance with Section 2.8(d).

3.7 **Youth Hockey.** Team may be awarded the right to operate a youth, recreational, or amateur hockey program in the Facility under a separate contract, and under terms and conditions, at the City's discretion.

3.8 **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, except for logos on the ice, unless the 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:

- (d) 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;
- (e) Revenues from the sale of Team Inventory; and
- (f) Revenues arising from or pertaining to the broadcasting on radio, television or Internet of Team's games played at the Facility; provided the City is paid the applicable origination fee for such broadcast.

3.9 **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 tenth (10th) business day after the date

the City delivers an itemized statement for the amount(s) claimed to be owed by the 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. The City shall provide Team with an appropriate supporting documentation for all charges in a form reasonably acceptable to the Parties. The City shall have the right to suspend the Team's Permitted Use without termination of this Agreement and/or draw on the Letter of Credit as set forth in Section 3.11 in the event any amount due the City is not timely paid.

3.10 **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.

3.11 **Letter of Credit; Suspension of Permitted Use.** During the Term (including any Renewal Term), Team shall provide an irrevocable letter of credit in favor of the City in a form reasonably acceptable to the City with a financial institution approved by the City in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) capable of being drawn by the City in the event the Team fails to pay or timely pay the License 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 Agreement by the City based on an uncured Event of Default or breach of this License Agreement by Team (the "Letter of Credit"). The Team shall have a continuing duty during the Term to maintain such amount of the Letter of Credit in the event the City draws on the Letter of Credit for any reason other than for termination of this License for an uncured Event of Default. The Team shall provide the Letter of Credit within 15 calendar days following execution of agreement, and prior to the commencement of any use of Facility to include team locker room, office space and ice.

3.12 **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 the 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.

4.2 **Ticket Prices.** Team may establish and revise ticket prices (not including any parking, ticket fee or ticket fee charged by the 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.

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

4.4 **Complimentary Tickets.** Team shall be entitled to up to 1500 complimentary tickets to each exhibition, regular season and play-off game played by Team in the Facility as determined by the City. Complimentary tickets redeemed at gate and on Facility Box Office reports shall be counted for attendance purposes.

4.5 **Sponsorship and Signage Conflicts.** Each sponsorship agreement shall provide that City's obligation to permit the use and maintenance of any nonpermanent interior sign for or on behalf of an advertiser introduced by Team pursuant to Section 3.3(b) or otherwise shall be subject to the following:

- (a) Team advertising shall not be permitted by or on behalf of a person, organization or entity which City believes in good faith to be:
 - (i) in competition with the person, organization or entity holding the naming rights to the Facility, to include, all types of related businesses or any other capital sponsor or vendor of a specific component of or item forming a part of the Facility;
 - (ii) in competition with any person, organization or entity with whom, prior to such time, City has entered into an agreement providing for advertising rights within the interior of the Facility during Applicable Game Hours if such agreement is still in force and effect; or
 - (iii) offensive or in breach of any law or regulation or otherwise likely to bring City and/or the Facility in disrepute;

- (b) size, location or character of such signs shall require the prior written approval of the City, such approval not to be unreasonably withheld, conditioned or delayed;
- (c) such advertising is to be sold on fair market terms and conditions; and
- (d) within a reasonable time prior to the scheduled first hockey game of each hockey season, the City shall provide to Team a list of alcoholic beverage vendors, soft drink vendors and concourse food vendors that City has either entered into contracts with or is in negotiation with to assist Team with its permitted advertising and sponsorship sales efforts. Compensation, if any, to be paid to Team for Facility sponsorships shall be determined within the sole discretion of the City on a case by case basis.

4.6 **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. Team shall be responsible for any additional incurred costs resulting from agreed upon requests. These costs may include incurred, such as parking garage maintenance, cleaning or staffing.

4.7 **Home Games at the Facility.** Team shall, during the entire term of this Lease, play all its exhibition, 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, and for which Team has requested and received City's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed). 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.

4.8 **Professional Ice Hockey Exclusive.** During the Term of this Lease, 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 and junior ice hockey except: for periodic exhibition games and training camps (whether domestic or international and including, without limitation National Hockey League games). City will provide Team with a single right of first refusal to promote each such game/camp. Should Team decline, or fail to respond to the notice of such right of first refusal within seven calendar days from receipt thereof, City may pursue the event without compensation to Team. Nothing in such provision will apply to the playing of ice hockey at the Facility other than at the professional level and Team shall have no right to object to the use of the Facility for youth, recreational, amateur, high school, collegiate tournament, world junior or Olympic hockey.

4.9 Insurance.

- (a) The 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 the 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 the 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 the 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 the City and shall be provided on a “following form basis”. Team waives all rights against the 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 the 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 the City as additional insureds using Additional Insured Endorsements that provide the most comprehensive coverage to the City under Texas law including products/completed operations;
- (d) Certificates of Insurance. Certificates of Insurance in a form satisfactory to City and copies of policy endorsements shall be delivered to City prior to the commencement of the use or entry of the Facility under this License and prior to commencement of any League during the Initial Term any prior to any Renewal Term hereof. All required policies shall be endorsed to provide the City with 30 days advance notice of cancellation or material change in coverage;
- (e) On every date of renewal of the required insurance policies, the Team shall cause a Certificate of Insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Team shall, within ten (10) business days after written request, provide the 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 the City is a condition precedent to the continuation of the use and occupancy of the Facility by the 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 the 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 the City. All insurance coverage required herein shall be evidenced by a certificate of insurance and policy endorsement submitted by the Team's insurer or broker. Certificates of Insurance and policy endorsements received from any other source will be rejected.

4.10 Sale of Facility or Assignment of Facility License or Operating Rights. The City may sell the Facility and assign this License to the purchaser at anytime without the consent of the 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.

4.11 **Assignment.** Team may not assign any of its rights, or delegate any of its obligations, 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 or delegation shall be null and void. In the event of an assignment to which the City has consented, the assignee shall be required to provide a letter of credit as set forth in Section 3.11.

4.12 **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.

4.13 **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 4.9; and
- (c) maintain its membership and participation in the League.

4.14 **Team's Indemnity.** TO THE FULLEST EXTENT ALLOWED BY LAW THE TEAM SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CITY, ITS OFFICERS, AGENTS, INVITEES, AND EMPLOYEES (COLLECTIVELY THE 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 THE TEAM, ITS EMPLOYEES, CONTRACTORS, SUB-CONTRACTORS, AND INVITEES OR THE RESULT OF ANY NEGLIGENT ACT OR OMISSION OR ANY INTENTIONAL ACT OR OMISSION BY THE TEAM, ITS EMPLOYEES, CONTRACTORS, AND SUB-CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE TEAM, IT'S CONTRACTORS OR SUB-CONTRACTORS, OR ANYONE FOR WHOSE ACTS THE TEAM MAY BE LIABLE, OR DUE TO THE VIOLATION OF ANY ORDINANCE, REGULATION, STATUTE, OR OTHER LEGAL REQUIREMENT BY THE 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 THE TEAM, ITS EMPLOYEES, CONTRACTORS, SUB-CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE TEAM OR ANYONE FOR WHOSE ACTS THE TEAM MAY BE LIABLE, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY INTENTIONAL OR NEGLIGENT ACT OR OMISSION OF THE TEAM, ITS EMPLOYEES, CONTRACTORS OR SUB-CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE TEAM, ITS SUB-CONTRACTORS OR ANYONE FOR WHOSE ACTS THE 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 THE 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 THE 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 THE CITY, IT BEING THE EXPRESSED INTENT OF THE TEAM AND THE CITY THAT IN SUCH EVENT THE TEAM IS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE 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 THE TEAM, IT'S CONTRACTORS, AND SUB-CONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE TEAM, IT'S CONTRACTORS AND SUB-CONTRACTORS, OR ANYONE FOR WHOSE ACTS THE 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 THE TEAM, its CONTRACTORS OR SUBCONTRACTORS OR ANY OTHER EMPLOYER UNDER WORKER'S

COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER SIMILAR EMPLOYEE BENEFIT ACTS. THE TEAM SHALL PROCURE LIABILITY INSURANCE COVERING TEAM'S OBLIGATIONS UNDER THIS SECTION.

INDEMNIFICATION FOR COPYRIGHT INFRINGEMENT CLAIMS. IN ADDITION TO THE INDEMNIFICATION PROVIDED ABOVE, THE TEAM HEREBY INDEMNIFIES, AND HOLDS HARMLESS THE CITY FROM AND AGAINST ANY CLAIM, DAMAGE, LOSS, OR EXPENSE AND ATTORNEYS' FEES ARISING OUT OF OR RELATING TO ANY CLAIM AGAINST THE 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 THE 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) Team shall fail to meet attendance performance measures as outlined in Article V, Section 5.2
- (e) 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 Agreement Performance Measures.

- (a) City may at anytime during the Initial Term terminate this License Agreement if regular season per game average attendance drop count falls below the following thresholds:
 - Year (1) One: (2,248 per game average)
 - Year (2) Two: (2,600 per game average)
 - Year (3) Three to (5) Five: (3,000 per game average)
 - Attendance is defined by Drop Count from building Box Office reports
- (b) If the City sends written notice to terminate because of the failure of the Team to meet attendance drop count for prior season, the total drop count will be reviewed after 16 regular season games of following season.
 - Drop Count should be at 45% of total drop count requirement for that year
 - Failure to meet the above would grant option to the City to terminate the License Agreement at end of the then League season and playoffs.
 - In such event notice to terminate shall be given to Team 60 days prior to last regular season game
- (c) In the event that the Team dissolves, ceases to exist, terminates this License Agreement, or abandons the use of the Facility or the City terminates this License Agreement for an uncured Event of Default the “Allen Americans” brand, name and rights shall become the property of City. The Team warrants and represents to

the City that it owns all rights, title and ownership of the "Allen Americans" brand, name, logo and other intellectual property rights associated with the "Allen Americans".

5.3 **Governing Law.** This Lease 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.

5.4 **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.

5.5 **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.

5.6 **Notices.** Any notice required or permitted to be delivered hereunder shall 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:

Steven Brothers Sports Management of Allen LLC,
dba Allen Americans
Attn: Rodney L. Steven II
6100 East Central Building, Building #3
Wichita, Kansas 67208

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

5.7 **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.

5.8 **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 Agreement shall survive expiration or termination of this Lease.

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.

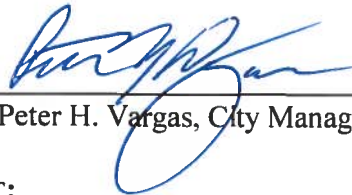
5.12 **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this License shall survive termination.

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..

(Signature page to follow)

EXECUTED on this 19th day of May, 2014.

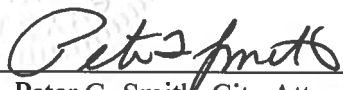
CITY OF ALLEN, TEXAS

By: 
Peter H. Vargas, City Manager

ATTEST:

By: 
Shelley George, City Secretary

AGREED AS TO FORM:

By: 
Peter G. Smith, City Attorney

EXECUTED on this 12th day of MAY, 2014.

STEVEN BROTHERS SPORTS MANAGEMENT OF
ALLEN LLC, dba ALLEN AMERICANS

By: 
Rodney L. Steven II
President

EXHIBIT "A"

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

	<u>Drop 0-2,200</u>	<u>Drop 2,201-2,600</u>	<u>Drop 2,601-3,500</u>	<u>Drop 3,501-4000</u>	<u>Drop 4,001+</u>
Rent					
• Base Services	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
• Premium Level Inventory	\$3,750	\$1,750	\$1,750	\$1,400	\$1,000
Facility Fee	\$4,000	\$4000	\$4,000	\$4,000	\$4,000
Box Office Fees:	\$400	\$400	\$400	\$0	\$0
Total:	\$12,150	\$10,150	\$10,150	\$9,400	\$9,000

Attendance is defined by "Drop" Count from Facility Box Office reports

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 9.27.13)
- Food and Beverage promotions, with no cost to team, limited to (2) regular season game promotions per season agreed upon by Parties. Promotions to be used on games that fall on Monday through Thursday.
- Security
- Items above & beyond those determined as "Base" will be at the expense of the Team as set forth below

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
 - Written request stating use of option must be made minimum two weeks out
- (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 the City, and paid by Team.

City acknowledges and agrees that as City is in control of and licensing the Facility to Team, City is responsible for providing the appropriate and necessary services for normal and standard event operations and security. Based upon Team's history with the City, City may in its sole discretion increase or decrease the Base Level of Services on an event-per-event basis; provided such change is set forth in writing approved by the Parties. Any approved change in the Base Level of Service shall only apply to the specific event.

EXHIBIT "C"
Revenue Sharing

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

Concessions

	<u>Drop 0-2,200</u>	<u>Drop 2,201-2,600</u>	<u>Drop 2,601-3,500</u>	<u>Drop 3,501-4000</u>	<u>Drop 4,001+</u>
• Concourse Level	15%	15%	20%	25%	25%
• Premium Level	5%	5%	5%	5%	5%

*percentages based off net revenue (Gross Rev – Expenses – Tax = Net Revenue)

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

- Designated Premium Seats – 5%

(d) Attendance is defined by "Drop" Count from Facility Box Office reports

EXHIBIT "D"
Premium Seats

Team shall have the right to sell the Premium Seats designated herein subject to the terms and conditions set forth in this Exhibit D. The fee of \$10 per suite seat and \$5 per loge seat for such designated seats is included with the License Fee due at Settlement following each game or event. 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 except for the suites retained by City and for which previous contracts exists (307 seats). Team shall have exclusive right to sell all available suites except for City retained suites and suites or loge seats subject to a prior contract.

City retains the following suites:

- North Side: **208** (MGH), **209** (Naming Rights), **214** (AEC Building Use)
- South Side: **222** (COA), **228** and **229** (Party Suite).
- Team ownership suite shall be suite **221** and not subject for sale

Loge:

- Team designated Loge Seats – 118 west/ 20 east
- West Loge inventory = Entire 118 seats
- East Loge inventory = Partial inventory of 20 seats
 - Section 209, Seats 14-15; Section 210, Seats 1-8; Section 212, Seats 1-10

Other Restrictions:

- Team is purchasing use of suite/loge seat for games only.
- No food included (separate packages available for purchase).
- Pricing for existing suites and suite tickets cannot exceed current City pricing of \$40 per seat without food.
- Pricing for existing loge seat tickets cannot exceed \$30 per seat without food.
- Full season suite holders will have first right of refusal for similar seats for other Facility controlled events (exercisable only up to ten (10) days after public on-sale date) at the standard suite single-event prices. Facility is not obligated to hold more than 50% of available suites or seats. Team will be required to provide necessary suite holder information to Facility staff to allow for proper management of premium level sales and servicing for event.
- Team shall be responsible for collection of all applicable taxes.
- Team shall provide one (1) Premium Level representative.

Food and beverages for Premium Seating:

- Any Loge seat that is entitled to an entrée from the menu (items must be under \$9) shall be charged to the Team at posted menu cost and paid at Settlement. Any cost beyond that is the responsibility of the seat holder.
- Suites sold with food shall be entitled to an \$8.00 per person in suite food delivery which shall be charged to the Team and paid at Settlement. Any cost beyond that is the responsibility of the suite holder.

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 the Team's first home game during the League Season.

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

Cancellation of food special or promotion less than two (2) weeks out will result in forfeit of City provided promotion if applicable.

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 the City. Standard amount of Concession locations for a sporting event consists of 4 fixed Concession locations and additional portables as determined by the City. Any additional Concession locations or portables requested by the 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 the 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 the 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.

Fundraiser Sales

Any food or beverage funding 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 the City and paid at the settlement following the applicable event. The City may require a deposit for such service.

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE: September 22, 2015

SUBJECT: Authorize the City Manager to Execute a Service Agreement with Motorola Solutions in the Amount of \$226,200 for Hardware and Software Maintenance of the P-25 Trunked Radio System Utilized by Public Safety.

STAFF RESOURCE: Sid Hudson, Information Technology Director

PREVIOUS COUNCIL ACTION: City Council Approved the Contract for Development and Implementation of Public Safety's New P-25 Trunked Radio System on November 20, 2009. This system has been Operational since June 2011.

On September 11, 2012, City Council Approved the Contract for Hardware and Software Maintenance of the P-25 Trunked Radio System Utilized by Public Safety.

On November 12, 2013, City Council Approved the Contract for Hardware and Software Maintenance of the P-25 Trunked Radio System Utilized by Public Safety.

On October 14, 2014, City Council Approved the Contract for Hardware and Software Maintenance of the P-25 Trunked Radio System Utilized by Public Safety.

ACTION PROPOSED: Authorize the City Manager to Execute a Service Agreement with Motorola Solutions in the Amount of \$226,200 for Hardware and Software Maintenance of the P-25 Trunked Radio System Utilized by Public Safety.

BACKGROUND

In 1997/1998, the City of Allen partnered with the cities of Plano and Frisco to create a joint public safety radio system. In 2007, the cities were notified that Motorola would be phasing out technical support, service and parts for the original radio system.

In 2008, the City of Frisco notified the cities of Plano and Allen that it would be opting out of

the shared radio system prior to it being upgraded. The cities of Plano and Allen worked with a consultant to develop a public safety radio system replacement plan. Additionally, the City of Allen put forth a bond package that was approved by the voters to fund the necessary upgrades to the public safety radio system.

Completed in June 2011, Motorola designed and implemented a new public safety radio system, which included new radio consoles for the communications center, replacement or upgraded mobile/portable radios and new fire department alerting radios. The new system converted the analog system to a digital system.

This annual service agreement provides the City with the software and hardware maintenance necessary to keep the public safety radio system operational.

BUDGETARY IMPACT

The City of Allen's portion of the service agreement is \$226,200 and is included in the Information Technology departmental budget for Fiscal Year 2016.

STAFF RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute a Service Agreement with Motorola Solutions in the amount of \$226,200 for hardware and software maintenance of the P-25 Trunked Radio System Utilized by Public Safety.

MOTION

I make a motion to authorize the City Manager to execute a Service Agreement with Motorola Solutions in the amount of \$226,200 for hardware and software maintenance of the P-25 Trunked Radio System Utilized by Public Safety.

ATTACHMENT

Motorola Services Agreement



SERVICES AGREEMENT

Attn: National Service Support/4th fl
1301 East Algonquin Road
(800) 247-2346

Contract Number: S00001002191
Contract Modifier: RN03-JUL-15 17:24:11

Date: 08/10/2015

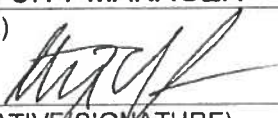
Company Name:	Allen, City Of
Attn:	FINANCE DEPARTMENT
Billing Address:	305 Century Pkwy
City, State, Zip:	Allen, TX, 75013
Customer Contact:	Sid Hudson
Phone:	(214)509-4850

Required P.O.: No
Customer #: 1011941889
Bill to Tag #: 0011
Contract Start Date: 10/01/2015
Contract End Date: 09/30/2016
Anniversary Day: Sep 30th
Payment Cycle: ANNUAL
PO #:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
69	SVC01SVC1220C	ASTRO SFS LITE SERVICE AGREEMENT	\$2,061.01	\$24,732.12
182	SVC116AG	ENH: APX6000		
84	SVC26AA	ENH: XTS2500		
120	SVC27AA	ENH: XTS5000		
19	SVC495AB	XTL5000 - MOBILE		
20	SVC680AD	ENH: XTL5000 CONSOLETTTE		
15	SVC684AD	ENH: XTL1500		
	SVC688AD	ENH: XTL2500		
1	SVC02SVC0125A	NICE SILVER PACKAGE	\$3,655.77	\$43,869.24
		SITE(S)		
1	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$4,300.00	\$51,600.00
		NETWORK(S)		
1	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	\$8,825.85	\$105,910.20
1	SVC029AG	ASTRO 25 MASTER SITE OR ZONE		
2	SVC031AG	RF/SIMULCAST SITES		
6	SVC033AG	SMA CONSOLE OPS		
1	SVC034AG	SMA NICE LOGGERS		
1	SVC035AG	SMA MOSCAD NFM RTU		
12	SVC053AG	TRUNKING RF STATIONS		
1	SVC054AG	ARCHIVING INTERFACE SERVER		
1	SVC057AG	MOSCAD NFM SERVER		
1	SVC065AG	ZONE FEATURE - CNI OR CEN		
711	SVC076AG	HARDWARE REFRESH		
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			Subtotal - Recurring Services	\$18,842.63
			Subtotal - One-Time Event Services	\$.00
			Total	\$18,842.63
			Taxes	-

	Grand Total	\$18,842.63	\$226,111.56
	THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA		
	Subcontractor(s)	City	State
	MOTOROLA RADIO SUPPORT CENTER	ELGIN	IL
	RADIO SUPPORT CENTER	ELGIN	IL
	MOTOROLA NIO SSA TEAM	SCHAUMBURG	IL
	MSI- T6 SUA UPGRADE OPERATIONS (CB706)	AUSTIN	TX
	NICE SYSTEMS INC	RESTON	VA

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
PETER H. VARGAS, CITY MANAGER		
CUSTOMER (PRINT NAME)		
	CSM	8/26/15
MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE
ANTHONY PROFITA	815-762-5050	
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE	

Company Name: Allen, City Of
Contract Number: S00001002191
Contract Modifier: RN03-JUL-15 17:24:11
Contract Start Date: 10/01/2015
Contract End Date: 09/30/2016

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no

obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

Revised Jan 1, 2010



MOTOROLA SOLUTIONS

Statement of Work

Prepared For :

ALLEN, CITY OF

305 CENTURY PKWY

ALLEN, TX 75013



Statement of Work

Definitions

1.0 Definitions

These defined terms might not apply to every Statement of Work. Capitalized terms below and not otherwise defined within the Statement of Work, or in the Communications System Agreement or other applicable agreement (collectively, "Agreement") have the following meanings:

- 1.1. **Box Unit Test:** Unit is tested in a fixture that simulates the functions for which it was designed, engineered, or manufactured to insure that it meets manufacturer specifications.
- 1.2. **Case:** Electronic tracking document for requests for service through the System Support Center.
- 1.3. **Case Status:** Identifier of the status of a Case from beginning to end.
- 1.4. **Component(s):** Motorola new or refurbished parts of equal quality.
- 1.5. **Configuration Change Support:** A change in a user-defined parameter, which may include a change in the placement of a dispatch console talkgroup window. Fleet mapping is not included in Configuration Change Support.
- 1.6. **Connectivity:** Establishment of remote access to the System via dial up or fixed dedicated links.
- 1.7. **Continuously/Continuous:** Seven (7) days per week, twenty-four (24) hours a day, including holidays.
- 1.8. **Customer:** The end-user Customer as identified in the Agreement.
- 1.9. **Customer Support Plan:** A document mutually developed by Motorola and the Customer that provides information about the Customer and the System and describes the specific processes by which Motorola will deliver and the Customer will receive the services described in this Statement of Work.
- 1.10. **Elements:** Those device types present on the Customer's System whose status may be communicated to the SSC.
- 1.11. **Equipment:** The equipment specified in the Equipment List as set forth in the Agreement, including any additions to the Equipment List during the Warranty Period.
- 1.12. **Enhanced System Support (ESS) Period:** The 12 month period commencing at the start of the Warranty Period for Equipment and Software as defined by the Agreement.
- 1.13. **Event:** An alarm or informational notification received by Motorola through the Network Management tools.
- 1.14. **Feature:** A Software functionality
- 1.15. **Federal Technical Center:** A Motorola facility located in Lanham, Maryland, the purpose of which is to serve as Motorola's centralized location for radio repair for United States Federal Government Customers.
- 1.16. **Firmware:** Software in object code form that is implanted or embedded in hardware.
- 1.17. **FRU:** Field Replaceable Unit, typically a board or module, contained within the Infrastructure.
- 1.18. **Infrastructure:** The fixed Equipment excluding mobiles, portables, and accessories.
- 1.19. **Infrastructure Depot Operations (IDO):** A Motorola facility, which serves as Motorola's centralized location for infrastructure repair.
- 1.20. **Loaner:** Infrastructure that is owned by Motorola and serves as a temporary replacement while the Customer's Infrastructure is being repaired.
- 1.21. **Maintenance:** The process for determining the cause of Equipment failure, removing, repairing, or replacing Components necessary to conform the Equipment with the manufacturer's specifications along with system-specific specifications, delivering and reinstalling the Components,, and placing the Equipment back into operation.
- 1.22. **MCNS:** Mission Critical Network Services
- 1.23. **Motorola Software:** Software whose copyright is owned by Motorola or its affiliated company
- 1.24. **Non-Motorola Software:** Software whose copyright is owned by a party other than Motorola or its affiliated company.
- 1.25. **Notification:** The point in time when the Customer contacts Motorola and requests service.
- 1.26. **Optional Feature:** An additional Feature issued with a System Release that is available to Customer at additional cost.
- 1.27. **Radio Support Center (RSC):** A Motorola facility which serves as Motorola's centralized location for radio repair.
- 1.28. **Response:** The event when a technician, a remote systems technologist or a remote network specialist begins actively to work on the technical issue, remotely or on-site, as determined by Motorola.
- 1.29. **Restore/Restoration/Restoral:** The effort required to bring Equipment to the level for which it was designed, engineered and adjusted for performance in accordance with the manufacturer's published specifications, although such Equipment may not necessarily be malfunctioning.
- 1.30. **Servicer:** A Motorola Authorized Service Station or Motorola Field Service personnel.
- 1.31. **Severity Level:** The degree of adverse impact of an issue or Event.

- 1.32. Software: The software furnished with the System, including any Motorola Software and Non-Motorola Software.
- 1.33. Software License Agreement: The agreement or portion of an agreement pursuant to which Motorola licenses Software to Customer, including System Releases.
- 1.34. Special Product Feature: A Feature that is specially developed for Customer and which contains a functionality that is unique to Customer.
- 1.35. Standard Business Day: Monday through Friday, 8:30 a.m. to 4:30 p.m., local time, excluding Motorola holidays.
- 1.36. Standard Feature: A software functionality for components of Customer's System that is available to Customer in the standard software release
- 1.37. Start Date: Effective start date as listed on the Agreement.
- 1.38. System: The communications system as defined in the Communications System Agreement or other applicable Agreement.
- 1.39. System Acceptance: Unless otherwise defined in the Communications System Agreement, the date upon which Motorola has successfully completed all of the System Tests as described in the acceptance test plan.
- 1.40. System Support Center (SSC): A Motorola facility which serves as Motorola's centralized system support facility to complement the field support resources
- 1.41. System Release: One software version release on a particular platform. ASTRO 25 6.3 example is where 6 is the platform indicator and .3 is software version release indicator.
- 1.42. System Test: Unit is tested in a Motorola manufactured system of similar type from which the unit was designed to test all functionality of the unit to insure that it meets manufacturer specifications.
- 1.43. Systemic: A recurring Software or hardware defect that significantly affects the operation of the System.
- 1.44. Technical Support Operations (TSO): A centralized telephone support help desk that provides technical support for Motorola customers who have purchased products from Motorola (Networks & Enterprise) or who have a contract for technical support services.
- 1.45. Vendor: Any manufacturer (other than Motorola) or third party that services or repairs Infrastructure or subscriber equipment
- 1.46. Verification: Contacting the appropriate designated person to verify the System is operational (original problem resolved) and closing the Case.
- 1.47. Work-around: A change in the followed procedures or data supplied by Vendor to avoid error without substantially impairing use of the Equipment.
- 1.48. Work Flow: A step-by-step process including instruction or direction for routing, handling, and processing information at a given agency.

Definitions

Approved by Motorola Contracts & Compliance 10-31-2006

Statement of Work

ASTRO 25 SYSTEM UPGRADE AGREEMENT (SUA)

1.0 Description of Service and Obligations

- 1.1 As system releases become available, Motorola agrees to provide the Customer with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 system. At the time of the system release upgrade, Motorola will provide applicable patches and service pack updates when and if available. Currently, Motorolas service includes 3rd party SW such as Microsoft Windows and Server OS, Red Hat Linux, Sun Solaris and any Motorola software service packs that may be available. Motorola will only provide patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 network functionality. Additionally, if purchased, the Security Update Service (SUS) coverage is defined in Appendix C.
- 1.2 The Customer will have, at its option, the choice of upgrading in either Year 1 or Year 2 of the coverage period. To be eligible for the ASTRO 25 SUA, the ASTRO 25 system must be at system release 7.7 or later.
- 1.3 ASTRO 25 system releases are intended to improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Motorolas option, system releases may also include significant new feature enhancements that Motorola may offer for purchase. System release software and hardware shall be pre-tested and certified in Motorolas Systems Integration Test lab.
- 1.4 The price quoted for the SUA requires the Customer to choose a system upgrade from the list of System Release Upgrade Paths available to the Customer as per the system release upgrade chart referenced and incorporated in Appendix A. Should the Customer elect an upgrade path other than one listed in Appendix A, the Customer agrees that additional costs may be incurred to complete the implementation of the system upgrade. In this case, Motorola agrees to provide a price quotation for any additional materials and services necessary.
- 1.5 ASTRO 25 SUA entitles a Customer to past software versions for the purpose of downgrading product software to a compatible release version.
- 1.6 The following ASTRO 25 certified system release software for the following products are covered under this ASTRO 25 SUA: base stations, site controllers, comparators, routers, LAN switches, servers, dispatch consoles, logging equipment, network management terminals, Network Fault Management (NFM) products, network security devices such as firewalls and intrusion detection sensors, and associated peripheral infrastructure software.
- 1.7 Product programming software such as Radio Service Software (RSS), Configuration Service Software (CSS), and Customer Programming Software (CPS) are also covered under this SUA.
- 1.8 ASTRO 25 SUA makes available the subscriber radio software releases that are shipping from the factory during the SUA II coverage period. New subscriber radio options and features not previously purchased by the Customer are excluded from ASTRO 25 SUA coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA coverage.
- 1.9 Motorola will provide certified hardware version updates and/or replacements necessary to upgrade the system with an equivalent level of functionality up to once in a two-year period. Hardware will be upgraded and/or replaced if required to maintain the existing feature and functionality. Any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated, platform migrations such as, but not limited to, stations, consoles, backhaul, civil, network changes and additions, and managed services are not included.
- 1.10 The following hardware components, if originally provided by Motorola, are eligible for full product replacement when necessary per the system release upgrade :
 - 1.10.1 Servers
 - 1.10.2 PC Workstations
 - 1.10.3 Routers
 - 1.10.4 LAN Switches
- 1.11 The following hardware components, if originally provided by Motorola, are eligible for board-level replacement when necessary per the system release upgrade. A board-level replacement is defined as any Field Replaceable Unit (FRU) for the products listed below:
 - 1.11.1 GTR 8000 Base Stations
 - 1.11.2 GCP 8000 Site Controllers
 - 1.11.3 GCM 8000 Comparators

- 1.11.4 MCC 7500 Console Operator Positions
- 1.11.5 STR 3000 Base Stations
- 1.11.6 Quantar Base Stations
- 1.11.7 Centracom Gold Elite Console Operator Interface Electronics
- 1.11.8 Centracom Gold Elite Central Electronics Banks
- 1.11.9 Ambassador Electronics Banks
- 1.11.10 Motorola Gold Elite Gateways
- 1.11.11 ASTROTAC Comparators
- 1.11.12 PSC 9600 Site Controllers
- 1.11.13 PBX Switches for Telephone Interconnect
- 1.11.14 NFM/NFM XC/MOSCAD RTU
- 1.12 The ASTRO 25 SUA does not cover all products. Refer to section 2.0 for exclusions and limitations.
- 1.13 Motorola will provide implementation services necessary to upgrade the system to a future system release with an equivalent level of functionality up to once in a 12 month period. Any implementation services that are not directly required to support the system upgrade are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrent with the system upgrade are not included.
- 1.14 As system releases become available, Motorola will provide up to once in a two-year period the following software design and technical resources necessary to complete system release upgrades:
 - 1.14.1 Review infrastructure system audit data as needed.
 - 1.14.2 Identify additional system equipment needed to implement a system release, if applicable.
 - 1.14.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
 - 1.14.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.
 - 1.14.5 Program management support required to perform the system upgrade.
 - 1.14.6 Field installation labor required to perform the system upgrade.
 - 1.14.7 Upgrade operations engineering labor required to perform the system upgrade.
- 1.15 ASTRO 25 SUA pricing is based on the system configuration outlined in Appendix B. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA price adjustment.
- 1.16 The ASTRO 25 SUA applies only to system release upgrades within the ASTRO 25 7.x platform.
- 1.17 Motorola will issue Software Maintenance Agreement (SMA) bulletins on an annual basis and post them in soft copy on a designated extranet site for Customer access. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.

2.0 Upgrade Elements and Corresponding Party Responsibilities

- 2.1 Upgrade Planning and Preparation: All items listed in this section are to be completed at least 6 months prior to a scheduled upgrade.
 - 2.1.1 Motorola Responsibilities
 - 2.1.1.1 Obtain and review infrastructure system audit data as needed.
 - 2.1.1.2 Identify additional system equipment needed to implement a system release, if applicable.
 - 2.1.1.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
 - 2.1.1.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.
 - 2.1.1.5 Inform Customer of high speed internet connection requirements.
 - 2.1.1.6 Assign program management support required to perform the system upgrade.
 - 2.1.1.7 Assign field installation labor required to perform the system upgrade.
 - 2.1.1.8 Assign upgrade operations engineering labor required to perform the system upgrade.
 - 2.1.1.9 Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to the scheduled upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Motorola will provide training only once per system
 - 2.1.2 Customer Responsibilities

2.1.2.1 Contact Motorola to schedule and engage the appropriate Motorola resources for a system release upgrade.

2.1.2.2 Provide high-speed internet connectivity at the zone core site(s) for use by Motorola to perform remote upgrades and diagnostics. Specifications for the high-speed connection are provided in Appendix D. High-speed internet connectivity must be provided at least 12 weeks prior to the scheduled upgrade. In the event access to a high-speed connection is unavailable, Customer may be billed additional costs to execute the system release upgrade.

2.1.2.3 Assist in site walks of the system during the system audit when necessary.

2.1.2.4 Provide a list of any FRUs and/or spare hardware to be included in the system release upgrade when applicable.

2.1.2.5 Purchase any additional software and hardware necessary to implement optional system release features or system expansions.

2.1.2.6 Provide or purchase labor to implement optional system release features or system expansions.

2.1.2.7 Participate in release impact training at least 12 weeks prior to the scheduled upgrade. This applies only to primary zone core owners. It is the zone core owners responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.

2.2 System Readiness Checkpoint: All items listed in this section must be completed at least 30 days prior to a scheduled upgrade.

2.2.1 Motorola Responsibilities

2.2.1.1 Perform appropriate system backups.

2.2.1.2 Work with the Customer to validate that all system maintenance is current.

2.2.1.3 Work with the Customer to validate that all available patches and antivirus updates have been updated on the customers system.

2.2.2 Customer Responsibilities

2.2.2.1 Validate system maintenance is current.

2.2.2.2 Validate that all available patches and antivirus updates to their system have been completed.

2.3 System Upgrade

2.3.1 Motorola Responsibilities

2.3.1.1 Perform system infrastructure upgrade in accordance with the system elements outlined in this SOW.

2.3.2 Customer Responsibilities

2.3.2.1 Inform system users of software upgrade plans and scheduled system downtime.

2.3.2.2 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.

2.4 Upgrade Completion

2.4.1 Motorola Responsibilities

2.4.1.1 Validate all system upgrade deliverables are complete as contractually required.

2.4.1.2 Deliver post upgrade implementation training to the customer as needed, up to once per system.

2.4.1.3 Obtain upgrade completion sign off from the customer.

2.4.2 Customer Responsibilities

2.4.2.1 Cooperate with Motorola in efforts to complete any post upgrade punch list items as needed.

2.4.2.2 Cooperate with Motorola to provide relevant post upgrade implementation training as needed. This applies only to primary zone core owners. It is the zone core owners responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.

2.4.2.3 Provide Motorola with upgrade completion sign off.

3.0 Exclusions and Limitations

3.1 The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO 25 SUA unless otherwise agreed in writing by Motorola and included in this SOW.

3.2 The parties acknowledge and agree that the ASTRO 25 SUA does not cover the following products:

- MCC5500 Dispatch Consoles
- MIP5000 Dispatch Consoles
- Plant/E911 Systems
- MOTOBRIDGE Solutions
- ARC 4000 Systems
- Motorola Public Sector Applications Software (?PSA?)
- Custom SW, CAD, Records Management Software
- Data Radio Devices
- Mobile computing devices such as Laptops
- Non-Motorola two-way radio subscriber products
- Genesis Products
- Point-to-point products such as microwave terminals and association multiplex equipment

3.3 ASTRO 25 SUA does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.

3.4 ASTRO 25 SUA does not cover software support for virus attacks or other applications that are not part of the ASTRO 25 system, or unauthorized modifications or other misuse of the covered software. Motorola is not responsible for management of anti-virus or other security applications (such as Norton).

3.5 Upgrades for equipment add-ons or expansions during the term of this ASTRO 25 SUA are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola.

4.0 Special Provisions

4.1 Customer acknowledges that if its System has a Special Product Feature, additional engineering may be required to prevent an installed system release from overwriting the Special Product Feature. Upon request, Motorola will determine whether a Special Product Feature can be incorporated into a system release and whether additional engineering effort is required. If additional engineering is required Motorola will issue a change order for the change in scope and associated increase in the price for the ASTRO 25 SUA II.

4.2 Customer will only use the software (including any System Releases) in accordance with the applicable Software License Agreement.

4.3 ASTRO 25 SUA II services do not include repair or replacement of hardware or software that is necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software.

4.4 ASTRO 25 SUA II coverage and the parties responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customers system or discontinues the ASTRO 25 SUA II program; in either case, Motorola will refund to Customer any prepaid fees for ASTRO 25 SUA II services applicable to the terminated period.

4.5 If Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Solutions Upgrade Operations Team.

4.6 The SUA II annualized price is based on the fulfillment of the two year term. If Customer terminates, except if Motorola is the defaulting party, Customer will be required to pay for the balance of payments owed if a system release upgrade has been taken prior to the point of termination.

Appendix A - ASTRO 25 Eligible System Release Upgrade Paths

Release date	ASTRO 25 Platform Release	Available Upgrade Paths	
Oct-05	R7.0	N/A	

Jun-06	R7.1	N/A	
Dec-06	R7.2	7.7	
Mar-07	R7.1.1	N/A	
Dec-07	R7.4	7.7	
Jun-08	R7.5	7.7	
Dec-08	R7.6	7.7	
Jun-09	R7.7	7.9	7.11
Jan-10	R7.8	7.9	
Dec-10	R7.9	7.11	7.13
Aug-11	R7.11	7.13	7.14
Mar-12	R7.12	N/A	
Nov-12	R7.13	7.14	7.15 (planned)
Nov-13	R7.14	7.15 (planned)	7.16 (planned)
Nov-14	R7.15 (planned)	7.16 (planned)	7.17 (planned)

The information contained herein is provided for information purposes only and is intended only to outline Motorolas presently anticipated general technology direction. The information in the roadmap is not a commitment or an obligation to deliver any product, product feature or software functionality and Motorola reserves the right to make changes to the content and timing of any product, product feature or software release. The most current system release upgrade paths can be found in the most recent SMA bulletin.

Appendix A - System Pricing Configuration

This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

Core	
Master Site Configuration	0
Zones in Operation (Including DSR and Dark Master Sites)	0
Zone Features: IV&D, TDMA, Telephone Interconnect, CNI, HPD, CSMS, IA, POP25, Text Messaging, Outdoor Location, ISSI 8000, InfoVista, KMF/OTAR	0
RF System	
Voice RF Sites & RF Simulcast Sites (including Prime Sites)	0
Repeaters/Stations (FDMA)	0
Repeaters/Stations (TDMA)	0
HPD RF Sites	0
HPD Stations	0
Dispatch Console System	
Dispatch Sites	0
Gold Elite Operator Positions	0
MCC 7500 Operator Positions (GPIOM)	0
MCC 7500 Operator Positions (VPM)	0
Conventional Channel Gateways (CCGW)	0
Conventional Site Controllers (GCP 8000 Controller)	0
Logging System	
Number of AIS Servers	0
Number of Voice Logging Recorder	0
Number of Logging Replay Clients	0
Network Management and MOSCAD NFM	
Network Management Clients	0
MOSCAD NFM Systems	0

MOSCAD NFM RTUs	0
MOSCAD NFM Clients	0
Fire Station Alerting (FSA)	
FSA Systems	0
FSA RTUs	0
FSA Clients	0
Fire Station Alerting (FSA)	
Voice Subscribers non-APX	0
Voice Subscribers APX	0
HPD Subscribers	0
Computing and Networking Hardware (for SMA / SMA II, actual replacement qty may be less than shown)	
Workstations - High Performance	0
Workstations - Mid Performance	0
Servers - High Performance	0
Servers - Mid Performance	0
LAN Switch - High Performance	0
LAN Switch - Mid Performance	0
Routers	0

Appendix C - Security Update Service (SUS) Statement of Work

Please edit this section based on how SUS is proposed or sold to your customer:

1. If SUS was not bundled with the SUA please include the following statement:
 - a. The customer has chosen not to receive Security Update Service (SUS) coverage.
2. If SUS is being proposed or sold please insert the current SUS Statement of Work in this section.

Appendix D - High-Speed Connectivity Specifications

Connectivity Requirements

- The minimum supported link between the core and the zone is a full T1
- Any link must realize or a sustained transfer rate of 175 kbps / 1.4 Mbps or better, bidirectional
- Interzone links must be fully operational when present
- Link reliability must satisfy these minimum QoS levels:
 - Port availability must meet or exceed 99.9% (three nines)
 - Round trip network delay must be 100 ms or less between the core and satellite (North America) and 400 ms or less for international links
 - Packet loss shall be no greater than 0.3%
 - Network jitter shall be no greater than 2 ms
- The network requirements above are based on the SLA provided for Sprint Dedicated IP Services as of April, 2012. It is possible other vendors may not be able to meet this exact SLA, so these cases must be examined on a case-by-case basis.



Statement of Work

Password Management Service

Overview: Motorola will provide Password Management described in Section 1.0 below ("Description of Service") to Customer based upon the responsibilities of the parties outlined in this Statement of Work. The Service will utilize a secure database through the Motorola System Support Center that stores customer information relative to the managed equipment and the managed passwords associated with this equipment.

1.0 Description of Service

Password Management Service is designed to cover password updates to elements with an ASTRO® 25 system. The equipment/accounts listed in the Addendum, but not limited to, will be managed under this scope, including critical box root, Windows local/domain, Motorola router, and HP switch accounts. The automation of password change is applicable for ASTRO® 25 systems that are managed using Service Automation and Network Monitoring from the Motorola System Support Center (SSC) and are on the domain. The database will be populated and updated on a periodic basis, as per noted Federal Information Assurance (IA) mandates. Customers have the option of changing the passwords every 45 days (with the option of another interval upon request). Twice throughout the year, due to unforeseen circumstances, the customer has the option of changing their passwords within the designated interval period by calling in to the SSC; however, beyond this, the customer will receive a per call charge.

2.0 Motorola Responsibilities:

- 2.1 Provide list of equipment necessary for connectivity in order to be able to perform password management.
- 2.2 Provide the necessary software and services to successfully perform the password changes.
- 2.3 Coordinate, configure, and verify solution capability and access to the customer system prior to the scheduled password change.
- 2.4 Provide a team of skilled professionals at the SSC who possess specific industry knowledge, technical proficiency, and project management excellence.
- 2.5 Confirm customer requirements for password management, specific data elements, and configure the system to handle the elements.
- 2.6 Provide email notification to the customer several days in advance that the changes are to occur.
- 2.7 Provide email notification to the customer that the passwords have been changed. This will include a report of the status of each change indicating a successful or failed attempt.

3.0 Customer Responsibilities

- 3.1 Provide the necessary equipment and network connectivity to access equipment.
- 3.2 Ensure that Telco is connected to the SSC.
- 3.3 Identify a resource to assist Motorola in establishing the initial connection to the Network elements to be managed. If a password list is available, provide it to the SSC.
- 3.4 Identify and make available a resource to serve as the project manager to whom Motorola will transfer information about the process.
- 3.5 When calling the SSC during the support of this service, provide all the necessary information detailed in the CSP. This Password Management service will only generate a Severity 2 or 3 situation. Any other situation or emergency will be covered by the Technical Support Process.

4.0 Motorola Deliverables

- 4.1 Each Zone needs a Satellite Server and if the customer does not already have one, the hardware needs to be ordered, programmed, and shipped to the customer location. This can take at least 8 weeks. Therefore, as soon the customer has decided on the service, send an email to GTP864@motorolasolutions.com, requesting the order to be placed.
- 4.2 Determine how often passwords will be changed: every 45 days.
- 4.3 Notify the designated contact of passwords expiring by email 15, 5, and 2 days prior to the change date (*Note: If password changes are scheduled for a weekend or holiday, passwords will be changed on that day, however, any email notifications will be sent out on the following business day. To have the passwords changed prior to a weekend or

holiday, please contact the SSC by calling 1-800-323-9949 (Select Option 2 for Infrastructure Technical Support, Option 1 for Voice Systems, and Option 3 for Astro25 Systems)).

4.4 A list of accounts in which password changes will occur.

4.5 Notify the designated contact of successful password changes.

4.6 Change passwords outside of cycle up to twice a year.

4.7 For ATO customers, there will be a delay to the service to get the proper paperwork filled out.

5.0 General

Changes to scope of this Statement of Work, including, but not limited to, expanding the area of responsibility, enhancement requests, or a change in implementation criteria, will be negotiated in writing and may change implementation timing and require a change in pricing for this service. A separate quotation and/or change order will be drafted and agreed to by both Motorola and the Customer.

Addendum

Servers/Clients	OS
Zone Controllers	Solaris
ZDS	Solaris
ATR	Solaris
ZSS	Solaris
FV	Solaris
UCS	Solaris
SSS	Solaris
UEM	Solaris
FWM	Redhat
MCC7500	Windows
AIS	Windows
MGE	Windows
NICE	Windows
Gold Elite	Windows
NM	Windows
GMC/GWS	Windows
AMC/ALC	Windows
CSMS	Windows
DCD	Windows
InfoVista	Windows
Syslog	Windows
Domain Controller	Windows
ADM/CDM	Windows
Network	
MoCa	router
HP	switch

Service Automation
 Password Management
 Approved on 12-14-2008



Statement of Work

NICE Silver Maintenance

Overview

Motorola utilizes NiceLog to provide a complete, reliable and robust solution for Customer audio recording requirements.

1.0 Description of Services

Motorola System Support Center (SSC) will initiate the Customer service request to NICE. NICE will deliver services identified in the NICE Gold-Lite Maintenance tables provided in this SOW. Post warranty services provided by NICE include phone coverage, on site support and hardware support for applicable NICE Logging Equipment integrated within a Motorola network or Vortex console.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

- 2.1 Respond to request for post warranty support for the Restoration of a failed System.
- 2.2 Collect model, serial number information, customer name and customer contact.
- 2.3 Provide a case number
- 2.4 Contact NICE support and provide them with customer, case number, model, and serial number information.
NICE will contact the customer/field team and work the issue to completion.
- 2.5 Advise caller of procedure for determining any additional requirements.
- 2.6 Coordinate resolutions with agreed upon third party vendor.
- 2.7 Close the case once the NICE issue has been resolved.

3.0 Customer has the following responsibilities:

- 3.1 Contact Motorola System Support Center (SSC) to initiate a service request.
- 3.2 Provide model and serial number
- 3.3 Provide a contact name and contact phone number.

4.0 NICE has the following responsibilities:

- 4.1 Provide repair return authorization numbers to Customer.
- 4.2 Provide services in accordance with Table 1, per the time zone where the equipment resides, Monday through Friday, excluding NICE's published holidays and within the normal response times.
- 4.3 Receive malfunctioning hardware from Customer and document its arrival, repair and return.
- 4.4 Perform the following service on NICE hardware:
 - 4.4.1 Replace malfunctioning components. NICE will use commercially reasonable efforts to repair or replace, in its discretion, any hardware found to be defective under normal and proper use and service during the contract period. An in-coverage unit will be repaired and returned at no charge except for under the following conditions:
 - (1) The unit has been modified or damaged due to improper packaging; or
 - (2) If a unit is received for repair and found operable in accordance with current NICE standards, it will be classified as "no trouble found" and it will be returned in the same condition in which it was received.
- 4.5 Coordinate any repair activity with Motorola and Customer to ensure resolution
- 4.6 On-site reporting, the NICE service provider (SP) will:
 - 4.6.1 Arrive at the Customer site and go directly to the Customer contact
 - 4.6.2 When SP is ready to leave, notify the Customer contact
 - 4.6.3 Provide verbal reports to the Customer contact on all work complete and in progress by NICE
 - 4.6.4 Sign out and leave with the Customer contact a visit report of the work accomplished by NICE and the outstanding issues
- 4.7 Provide to the Customer contact within one (1) week of the on-site visit a follow-up report on any outstanding issues
- 4.8 Contact Motorola System Support Center to close the case
- 4.9 Perform services according to NICE service priorities

Table 1

Support Coverage	Eight (8) hours, five (5) days per week. (8 to 5)
Call Back Response Time	Sixty (60) minutes after receipt of call from authorized representative
On-Site Response Time for Priority 1 Service Issues	Six (6) hours

Silver Available Anywhere	Priority 1	Priority 2	Priority 3	Priority 4
Phone Availability	8 - 5*5	8 - 5*5	8 - 5*5	8 - 5*5
Support Coverage	8 - 5*5	8 - 5*5	8 - 5*5	8 - 5*5
Call Back Response Time	60 Minutes	120 Minutes	24 Hours	24 Hours
On Site Response Times*	6 Hours	24 Hours	48 Hours	48 Hours

**On Site Response Time are in effect following the determination that on site support is required. Repair parts are shipped overnight, unless otherwise pre-arranged. The arrival of the technician and the shipped parts will be coordinate to coincide.*

Priority 1 - Critical Failure - In a 100% recording environment, any failure of equipment, NICE software or communications to the NICE products which results in loss of recording channels or data, or if allowed to persist will result in such recording loss.

Priority 2 - Major Problem - Any problem resulting in loss of ability to retrieve calls or loss of replay functionality for two or more workstations.

Priority 3 - Product Anomaly - Any problem affecting one or more workstations which does not result in a loss of recording or replay but nevertheless results in diminished Product response or performance, for example if an administrator loses the ability to add or delete users.

Priority 4 - System Inquiry, planned intervention or request for information.

4.10 Software Upgrades- NICE's standard maintenance services shall include installation of only such software updates to the NICE software which, in NICE's sole discretion, are necessary to ensure efficient operation of the products ("NICE Software Updates"). NICE will provide Customer with a version of the NICE Software Update for Customer to review and authorize for installation. Upon such installation, Customer shall receive a copy of all written materials necessary to allow Customer to operate such NICE Software Updates. All NICE Software Updates are licensed for use solely on the Equipment on which the relevant NICE Software was first installed and shall, unless otherwise set forth herein, be governed by the terms and conditions of the software license for the NICE Software executed by both parties ("NICE Software License").

5.0 Ineligible Products - Additional Service fees shall apply for any maintenance provided by NICE for any and all individual products that are damaged by causes not caused directly by the gross negligence or intentional misconduct of NICE and external to the relevant individual product, including without limitation, damages to a individual product caused by: (i) neglect, mishandling, misuse and/or unauthorized repair by anyone other than NICE or a NICE certified technician; (ii) failure to maintain the Site in accordance with NICE's installation site specifications ("Installation Site Specifications"); (iii) relocation from the Site specified by the parties; (iv) use by anyone other than NICE or a NICE certified technician for purposes other than those for which it was designed, as described in the applicable documents, Operating Manuals and/or specifications provided by NICE; (v) use by anyone other than NICE or a NICE certified technician or material or supplies, including without limitation software and firmware programming, that do not meet NICE's specifications and instructions; (vi) use of the Products with any Non-Nice Hardware and/or (vii) an accident, transportation, improper cooling or humidity control, failure to telephone equipment or communication lines, failure or fluctuation of electrical power, other unusual physical or electrical stress and/or failure of interconnect equipment not provided by NICE or a NICE certified technician.

6.0 In addition to any exclusions named in Section 7.0 of the Terms and Conditions or in any other underlying Agreement to which this SOW is attached, the following items are excluded:

1. All Infrastructure over seven (7) years from product cancellation date
2. Physically damaged Infrastructure
3. Third party Equipment not shipped by Motorola
4. Consumable items including, but not limited to, batteries, connectors, cables, tone/ink cartridges
5. Test Equipment
6. Racks, furniture and cabinets
7. Firmware and/or Software upgrades

7.0

Data System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes for Infrastructure Repair
Logging Recorder	Includes NICE logging Recorders Excludes all other technologies
Playback Station	Excluded
Rack Mounts/Shelves	Includes NICE rack mount/shelf ONLY Excludes all other technologies
Servers/Storage Center	Includes NICE servers/storage centers ONLY Excludes all other technologies
Workstation	Excluded

NICE Silver Maintenance Support
Legal Approval March 3, 2008



Statement of Work

Service From the Start - LITE End Users

1.0 Description

Service From the Start-LITE provides board level service for the Equipment that is specifically named in the applicable agreement to which this Statement of Work (SOW) is attached or any of the agreement's subsequent revisions. Services are performed at the Radio Support Center (RSC), or Federal Technical Support Center.

In addition to Equipment specifically named in the applicable agreement to which this Statement of Work is attached, Service From the Start LITE includes service on single mobile control heads provided that they are required for normal operation of the Equipment and are included at the point of manufacture.

Service From the Start LITE excludes repairs to: optional accessories; standard mobile palm microphones; nonstandard mobile microphones; iDEN accessories; iDEN mobile microphones; portable remote speaker microphones; optional or additional control heads; mobile external speakers; single and multiple unit portable chargers; batteries; mobile power and antenna cables; mobile antennas; portable antennas, and power supplies. Engraving service is not covered under standard Service From the Start LITE. This service does not cover defects, malfunctions, performance failures or damage to the unit resulting from physical, liquid, or chemical damage. An estimate for non-covered repairs will be provided for units displaying extensive damage.

Service From the Start LITE is non-cancelable and non-refundable. If Equipment is added to the agreement subsequent to the Start Date, these units are also non-cancelable and non-refundable for the agreement duration. All Equipment must be in good working order on the Start Date or when additional Equipment is added to the agreement. Equipment may only be added to the agreement, via a customer signed or emailed Motorola Inventory Adjustment Form (IAF). Complete and accurate serial numbers and model descriptions must be supplied.

All inventory adjustment requests for add-on subscriber units received prior to the 15th of the month will be effective the 1st of the following month. Equipment add-on requests received after the 15th of the month will be effective the 1st of the next succeeding month.

Equipment deletions from the agreement may only be deleted under the following limited conditions:

- a) Equipment was stolen and proof of theft is provided to Motorola; or
- b) Motorola determines Equipment is damaged beyond repair; or
- c) Motorola determines Equipment is no longer supportable or is obsolete; or
- d) Equipment had already been under a previous contract for at least the twelve month requirement.

Equipment deletions, where applicable, will be effective at the end of the month in which the request was received.

The terms and conditions of this Statement of Work are an integral part of the Motorola service agreement or other applicable agreement to which it is attached and made a part thereof by this reference. If there are any inconsistencies between the provisions of the Motorola service agreement or other applicable agreement and this Statement of Work, the provisions of this Statement of Work shall prevail.

2.0 Motorola has the following responsibilities:

- 2.1. Test and Restore the Equipment to Motorola factory specifications, including Factory Mutual (FM), and Mine Hazard Safety Association (MHSA).
- 2.2. Reprogram Equipment to original operating parameters based on the Customer template, if retrievable, or from a Customer supplied backup diskette. If the Customer template or code plug is not usable, a generic template or code plug utilizing the latest Radio Service Software (RSS) or Customer Programming Software (CPS) version for that Equipment will be used. The Equipment will require additional programming by the Customer to Restore the original template. All Firmware is upgraded to the latest release for each individual product line.
- 2.3. Clean external housing of the Equipment. External components of unit will only be replaced when functionality has been diminished.
- 2.4. Pay the outbound freight charges. Motorola will pay the inbound freight charges if the Customer uses the Motorola designated delivery service.

- 2.5. Provide the Motorola repair request and Inventory Adjustment Form (IAF) via Motorola On Line (MOL).
- 2.6. Process inventory adjustment requests received by email or fax from Customer. If the request is received by email, Motorola will email an acknowledgement to the sender.
- 2.7. Perform covered services as requested by Customer on the Motorola repair request form.
- 2.8. If applicable, notify Customer of changes in Motorola designated inventory adjustment email address or fax number.

3.0 Customer has the following Responsibilities:

- 3.1 Supply Motorola complete and accurate serial numbers and model description.
- 3.2 Utilize the Motorola designated delivery service program to obtain Motorola payment for inbound shipping
- 3.3 Access the Motorola repair request form and Inventory Adjustment Form (IAF) through Motorola On Line (MOL).
- 3.4 Initiate service request via Motorola On Line (MOL) or complete a Motorola repair request form with contract number referenced, and submit with each unit of Equipment sent in for service. Mobile control heads or accessory items sent in must reference the serial number of the main unit.
- 3.5 If desired, supply Motorola with a Software template or programming in order to assist in returning the Equipment to original operating parameters. This step must be completed for Equipment that will not power up. If applicable, record the current flashcode for each radio.
- 3.6 If Motorola must utilize a generic template or code plug to Restore Equipment to operating condition, Customer is responsible for any programming required to Restore Equipment to desired parameters.
- 3.7 Provide a signed or emailed Motorola Inventory Adjustment Form (IAF) for all Equipment additions.
- 3.8 Local services or annual maintenance required for maintaining normal operation of the equipment, unless specified on the service agreement.

Service From the Start-LITE Updated on 04/15/13
Reviewed April 2013

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE:	September 22, 2015
SUBJECT:	Receive the Capital Improvement Program (CIP) Status Reports.
STAFF RESOURCE:	Eric Cannon, Chief Financial Officer

ATTACHMENT

Active CIP Project Report for September 2015
Completed CIP Project Report for September 2015



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Active Status

Date: 9/16/2015

Project Number	Project Description	Funding Sources	Completion Date	Project Estimate	Total Encumbrance & Expenditures	Percent Encumbered & Expended
DR1401	COTTONWOOD CREEK BANK STABILI	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	\$2,662,094	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%
PR1310	ALLEN STATION PARK IMPROVEMENT	CDC	12/31/2015	\$145,110	\$115,114	79.3%
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	\$1,550,404	96.2%
PR1403	JFRC OFFICE CONSTRUCTION	CDC	12/31/2015	\$68,000	\$38,908	57.2%
PR1404	TRAIL CONSTRUCTION	CDC	9/30/2017	\$1,126,098	\$53	0.0%
PR1405	EAST ROWLETT CREEK TRAIL CONNECTION	CDC, NON-BONDS	6/30/2015	\$195,000	\$193,478	99.2%
PR1406	AEC DASHER BOARDS & STORAGE	CDC	12/31/2015	\$211,986	\$152,031	71.7%
PR1408	HILLSIDE POCKET PARK DESIGN	CDC	12/31/2015	\$350,000	\$282,888	80.8%
PR1409	CELEBRATION PARK SPRAYGROUND	CDC	12/31/2015	\$122,650	\$87,216	71.1%
PR1410	DRN RENOVATION POOL & PUMP	CDC, NON BOND	12/31/2015	\$320,143	\$309,244	96.6%
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	\$331,674	94.8%
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	\$270,889	90.3%
PR1505	PARK PIER DECK REPLACEMENT	CDC	12/31/2015	\$30,000	\$0	0.0%
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	\$20,179	44.9%
PR1508	JFRC BRIDGE REPLACEMENT	NON BONDS	12/31/2016	\$400,000	\$44,400	11.1%



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Active Status

Date: 9/16/2015

Project Number	Project Description	Funding Sources	Completion Date	Project Estimate	Total Encumbrance & Expenditures	Percent Encumbered & Expended
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	\$5,213,944	93.2%
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%
PS1501	CITY HALL BASEMENT REMODEL	NON BOND	9/30/2016	\$703,756	\$556,300	79.0%
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	\$1,849,576	\$499,575	27.0%
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%
ST1309	BRAY CENTRAL WIDENING	NON BONDS	12/31/2015	\$1,200,000	\$1,194,597	99.5%
ST1313	US 75 TRAFFIC SIGNALS	NON BOND	12/31/2016	\$160,000	\$152,266	95.2%
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%
WA1303	EXCHANGE PHASE 1 ALMA-ALLEN HEIGHT	W&S CIP	12/31/2015	\$80,825	\$80,825	100.0%
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 BOULEVARD EXTENSION	W&S CIP	3/31/2016	\$129,333	\$129,332	100.0%



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Completed Status

Date: 9/16/2015

Project Number	Project Description	Completion Date	Project Estimate	Total Total Cost
PR1511	TRAIL MAINTENANCE FY2015	8/28/2015	\$18,473	\$18,473
PS1408	EXISTING FACILITIES UPGRADE	7/8/2015	\$144	\$144



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

Date: 8/12/2015

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

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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

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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



CAPITAL IMPROVEMENT PROJECTS

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Date: 8/12/2015

Project Number	Fixed Assets #	Project Description	Completion Date	Project Estimate	Project Total Costs
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



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
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 RENVATION	9/30/2004	\$31,902	\$31,902
PS0306	691	FIRE STA 2 3&4 RENVATION	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 IMPRVMNT	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



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
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



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
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



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
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: September 22, 2015

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

STAFF RESOURCE: Eric Cannon, Chief Financial Officer

ATTACHMENT

Summary of Property Tax Collections as of August 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**

September 10, 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:**

**August 2015
\$233,752.33
\$115,277.00**

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

Page 1

Monthly Collection Status Report
 August 2015

City of Allen #06

	Collections Month of August	Cumulative Total 10/1/14 thru 8/31/15	% of Collections
Current Tax Year Collections			
Base M&O	\$80,023.09	\$36,489,584.01	101.39%
Base I&S	28,452.61	\$12,974,036.47	
Late Rendition Penalty	247.46	\$17,526.84	
P&I M&O	3,065.26	\$61,408.70	
P&I I&S	1,073.11	\$21,012.55	
P&I I&S Bond			
Attorney Fee	4,734.84	\$11,095.00	
Subtotal	<u>\$117,596.37</u>	<u>\$49,574,663.57</u>	101.62%
Delinquent TaxYears Collections			
Base M&O	\$72,686.75	\$363,217.46	
Base I&S	25,809.33	\$127,663.18	
Late Rendition Penalty	53.23	\$409.56	
P&I M&O	16,493.07	\$74,195.95	
P&I I&S	5,848.42	\$25,858.24	
P&I I&S Bond			
Attorney Fee	981.26	\$13,356.56	
Other>	0.00	0.00	
Subtotal	<u>\$121,872.06</u>	<u>\$604,700.95</u>	1.24%
Combined Current & Delinquent:			
Base M&O	\$152,709.84	\$36,852,801.47	
Base I&S	54,261.94	13,101,699.65	
Late Rendition Penalty	300.69	17,936.40	
P&I M&O	19,558.33	135,604.65	
P&I I&S	6,921.53	46,870.79	
P&I I&S Bond			
Attorney Fee	5,716.10	24,451.56	
Other>	0.00	0.00	
Total Collections	<u>\$239,468.43</u>	<u>\$50,179,364.52</u>	102.86%
			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
August 2015

City of Allen #06

Current Tax Year Collections	Collections thru		Collections thru	
	August 2015	% Collections	August 2014	% Collections
Base M&O + I&S	\$49,463,620.48	101.39%	\$45,914,154.53	99.69%
Late Rendition Penalty	17,526.84		16,622.04	
P&I M&O + I&S	82,421.25		77,042.16	
Attorney Fee	11,095.00		11,603.84	
Subtotal	<u>\$49,574,663.57</u>	101.62%	<u>\$46,019,422.57</u>	99.92%
Delinquent Tax Years Collections				
Base M&O + I&S	\$490,880.64		-\$74,062.77	
Late Rendition Penalty	409.56		453.68	
P&I M&O + I&S	100,054.19		22,806.67	
Attorney Fee	13,356.56		16,093.52	
Other>	0.00		0.00	
Subtotal	<u>\$604,700.95</u>	1.24%	<u>-\$34,708.90</u>	-0.08%
Combined Current & Delinquent:				
Base M&O + I&S	\$49,954,501.12		\$45,840,091.76	
P&I M&O + I&S	182,475.44		99,848.83	
Late Rendition Penalty	17,936.40		17,075.72	
Attorney Fee	24,451.56		27,697.36	
Other	0.00		0.00	
Total Collections	<u>\$50,179,364.52</u>	102.86%	<u>\$45,984,713.67</u>	99.84%
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

Levy Outstanding Status Report
August 2015

City of Allen #06

	Current Tax Year	Delinquent Tax Years
Current Month:		
Tax Levy Remaining as of 7/31/15	\$216,858.36	\$363,454.78
Base M&O Collections	108,475.70	98,496.08
Supplement/Adjustments	-172.29	-137.50
Write-off	0.00	0.00
Remaining Levy as of 8/31/15	<u>\$108,210.37</u>	<u>\$264,821.20</u>
Cumulative (From 10/01/14 thru 8/31/15)		
Original 2014 Tax Levy (as of 10/01/14)	\$48,784,031.84	\$523,386.45
Base M&O + I&S Collections	49,463,620.48	490,880.64
Supplement/Adjustments	787,799.01	232,315.39
Write-off	0.00	0.00
Remaining Levy as of 8/31/15	<u>\$108,210.37</u>	<u>\$264,821.20</u>

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

Page 4

Monthly Distribution Report
August 2015

City of Allen #06

	Distribution Month of August	Distribution 10/1/14 thru 8/31/15
Weekly Remittances:		
Week Ending 8/7/15	\$63,354.16	\$8,219,311.27
Week Ending 8/14/15	\$146,256.16	\$4,888,800.47
Week Ending 8/21/15	\$13,998.32	\$11,397,842.60
Week Ending 8/28/15	\$3,654.34	\$17,908,958.60
Week Ending 8/31/15	\$6,474.32	\$7,739,103.08
Total Weekly Remittances	<u>\$233,737.30</u>	<u>\$50,154,016.02</u>
Overpayment from Prior Month	\$0.00	\$0.00
Manual Adjustment Refund	\$0.00	\$0.00
Commission Paid Delinquent Attorney	\$5,716.10	\$24,451.56
Entity Collection Fee	\$0.00	\$0.00
Judgement Interest	\$0.00	\$0.00
5% CAD Rendition Penalty	\$15.03	\$896.94
Total Disbursements	<u>\$239,468.43</u>	<u>\$50,179,364.52</u>
Carryover to Next Month	\$0.00	\$0.00

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE: September 22, 2015

SUBJECT: Adopt a Resolution Establishing a Residential Waste Services Senior Discount; and Setting Rates and Fees for Commercial and Residential Solid Waste, Recycling, and Household Hazardous Waste Services.

STAFF RESOURCE: Steve Massey, Community Services Director
Donna Kliewer, Waste Services Manager

PREVIOUS COUNCIL ACTION: Current Rate and Service Resolution 3307-5-15(R) Approved by Council May 26, 2015.

ACTION PROPOSED: Adopt a Resolution Establishing a Residential Waste Services Senior Discount; and Setting Rates and Fees for Commercial and Residential Solid Waste, Recycling, and Household Hazardous Waste Services.

BACKGROUND

The City last set rates and fees for waste services on May 26, 2015. At the City Council meeting on that date, a number of residents requested that City Council consider giving senior citizens a residential rate consideration. City Council responded by assuring the citizens that that they would discuss their request during the Fiscal Year 2015-2016 budget workshop that was held from August 21 to 23, 2015.

City Staff presented information on providing for either a senior citizen rate freeze or providing for a senior citizen rate discount. At the conclusion of the workshop, City staff was requested to prepare a rate resolution that:

Combines the current monthly residential rate for trash and recycling (\$15.02 per month) with the current monthly rate for household hazardous waste (\$0.57 per month). The combined rate (\$15.59) appears on the attached rate resolution as the City's residential rate paid per month to the City. The separate household hazardous waste fee has been dropped.

Creates a new residential rate classification of *Senior* (65 years of age and older) that discounts the new residential combined rate of \$15.59 by twenty percent (20%) to yield a "senior" rate of \$12.47 per month.

The new rate resolution shall become effective February 1, 2016. This will allow time for the orderly creation of the program, advertisement of the program, and acceptance and verification

of senior program eligibility through an application process.

City staff shall document the policy for the senior discount program. Staff will provide City Council greater detail about the program after all of the proposed program details are developed.

The 20 percent senior discount will be continued as a discount from the full residential rate and shall remain 20 percent of the total residential rate. It may, therefore, fluctuate as the residential rate fluctuates in the future.

Staff will advertise the program by utility bill flyer and on the City website.

Staff will begin accepting program applications no later than December 1, 2015.

Seniors may apply for the discount when they are within 30 days of their 65th birthday; any time after they turn 65; or when they make their initial application for utility service. For seniors that apply before their birthday, the discount will be implemented the first billing period after their birthday.

The rate applies for seniors over 65 years old that are City utility account holders of record and occupy the home that they either personally own or rent.

Staff shall request recertification of senior discount eligibility no more frequently than once every five years.

Staff will continue to use driver's license, Experian Credit Reporting, and social security numbers as means to verify residents applying for service are using their own identity.

BUDGETARY IMPACT

Census records indicate that Allen has about twelve percent of its households with one member over 65 years of age. With 27,095 current residential utility accounts, this would mean that about 3,251 accounts could qualify for a senior discount. A 20 percent discount would currently mean that \$3.12 would be reduced from the waste services bill per month. If all 3,251 accounts received the discount for a complete 12-month period; the discount would be \$121,717 in annual fees.

STAFF RECOMMENDATION

Staff recommends that the City Council approve the attached resolution that establishes a residential waste services senior discount; and sets new rates and fees for commercial and residential solid waste, recycling, and household hazardous waste services.

MOTION

I make a motion to adopt Resolution No. _____ that establishes a residential waste

services senior discount; and sets new rates and fees for commercial and residential solid waste, recycling, and household hazardous waste services.

ATTACHMENT

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ESTABLISHING FEES AND RATES FOR COMMERCIAL SOLID WASTE COLLECTION SERVICES; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Code of Ordinances of the City of Allen authorizes the City Council to amend the fees and rates for solid waste and household hazardous waste collection services by Resolution; and,

WHEREAS, the Allen City Council approves implementing a twenty percent senior (over 65 years old) discount from the standard residential rate per month for properties that are senior owner or senior renter occupied after the qualifying senior provides application for such discount using procedures to be established by the City staff.

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

SECTION 1. The City Council of the City of Allen, Texas, hereby establishes the following residential solid waste and household hazardous waste collection service fees:

1. RESIDENTIAL Solid Waste Services-

(Garbage, bulk, recycling, yard waste, Christmas tree haul, and Household Hazardous Waste (HHW))

Residential rate per month to CWD	\$7.21
Residential rate per month to City	\$15.59
Senior (over 65) rate per month to City (20% discount)	\$12.47
Additional garbage poly-cart per month to CWD	\$4.08
Additional garbage poly-cart per month to City	\$8.89
Additional recycle poly-cart per month to CWD	\$2.09
Additional recycle poly-cart per month to City	\$2.10
Replace lost/stolen garbage or recycle poly-cart to CWD	\$75.59

2. COMMERCIAL Solid Waste Services-

All commercial costs in Paragraph 2 include the City of Allen's 15% Franchise Fee

• **Side Loading Commercial Poly-Carts** (All Disposal Weight Charges Included in Cost)

One (1) poly-cart per month	\$18.72
Two (2) poly-carts per month	\$35.00
Three (3) poly-carts per month	\$49.36
Each additional poly-cart thereafter	\$14.37

• **Front Loading Dumpsters** (All Disposal Weight Charges Included in Cost)

Monthly rates:

3 Cubic Yard Container

One time per week	\$93.22
Two times per week	\$180.68
Three times per week	\$248.92

4 Cubic Yard Container	
One time per week	\$102.17
Two times per week	\$191.92
Three times per week	\$278.13
Four times per week	\$354.00
6 Cubic Yard Container	
One time per week	\$126.16
Two times per week	\$236.28
Three times per week	\$337.81
Four times per week	\$430.73
Five times per week	\$515.04
Six times per week	\$589.48
8 Cubic Yard Container	
One time per week	\$148.68
Two times per week	\$276.45
Three times per week	\$396.27
Four times per week	\$506.20
Five times per week	\$606.35
Six times per week	\$696.56
• Extra pickups	
3 cu. yd. containers per pickup	\$43.93
4 cu. yd. containers per pickup	\$46.29
6 cu. yd. containers per pickup	\$50.99
8 cu. yd. containers per pickup	\$55.66
• Refills	
3 cu. yd. containers per refill	\$31.56
4 cu. yd. containers per refill	\$33.78
6 cu. yd. containers per refill	\$38.67
8 cu. yd. containers per refill	\$43.37
• Front Load Compactors	
2 cu. yd. containers per pickup	\$83.88
6 cu. yd. containers per pickup	\$132.16
8 cu. yd. containers per pickup	\$180.83
• Rolloff Compactor Containers- Disposal Weight Charge of \$44.20 per ton added for all tonnage over 6 tons (12,000 pounds)	
Trip Charge (Dry Run) - weekday	\$117.62
Trip Charge (Dry Run) - weekend	\$152.43
Haul charges -	
20 cu. yd. per load - weekday	\$329.21
20 cu. yd. per load - weekend	\$364.02
35 cu. yd. per load - weekday	\$460.71
35 cu. yd. per load - weekend	\$495.52
42 cu. yd. per load - weekday	\$513.67
42 cu. yd. per load - weekend	\$548.48

- **Open Top Rolloff Containers-** Disposal Weight Charge of \$44.20 per ton added for all tonnage over 6 tons (12,000 pounds)

Delivery – weekday	\$117.62
Delivery – weekend	\$152.43
Trip Charge (Dry Run) - weekday	\$117.62
Trip Charge (Dry Run) - weekend	\$152.43
Weekly Rental	\$44.83
Monthly Rental	\$194.06
Haul charge to Melissa Landfill - weekday	\$533.40
Haul charge to Melissa Landfill - weekend	\$568.22

- **Commercial Variable Fuel Adjustment Fee (VFAF)**
The contractor may add a VFAF to commercial charges based on the following table.

City of Allen						
Commercial Fuel Adjustment						
June 1, 2013 to May 31, 2019						
Fuel Price	Fuel Surcharge Effective June 1, 2013	Fuel Surcharge Effective June 1, 2014	Fuel Surcharge Effective June 1, 2015	Fuel Surcharge Effective June 1, 2016	Fuel Surcharge Effective June 1, 2017	Fuel Surcharge Effective June 1, 2018
\$ 4.00	0.00%					
\$ 4.05	0.39%					
\$ 4.10	0.78%	0.00%				
\$ 4.15	1.17%	0.39%				
\$ 4.20	1.56%	0.78%	0.00%			
\$ 4.25	1.95%	1.17%	0.39%			
\$ 4.30	2.34%	1.56%	0.78%	0.00%		
\$ 4.35	2.73%	1.95%	1.17%	0.39%		
\$ 4.40	3.12%	2.34%	1.56%	0.78%	0.00%	
\$ 4.45	3.51%	2.73%	1.95%	1.17%	0.39%	
\$ 4.50	3.90%	3.12%	2.34%	1.56%	0.78%	0.00%
\$ 4.55	4.29%	3.51%	2.73%	1.95%	1.17%	0.39%
\$ 4.60	4.68%	3.90%	3.12%	2.34%	1.56%	0.78%
\$ 4.65	5.07%	4.29%	3.51%	2.73%	1.95%	1.17%
\$ 4.70	5.46%	4.68%	3.90%	3.12%	2.34%	1.56%
\$ 4.75	5.85%	5.07%	4.29%	3.51%	2.73%	1.95%
\$ 4.80	6.24%	5.46%	4.68%	3.90%	3.12%	2.34%
\$ 4.85	6.63%	5.85%	5.07%	4.29%	3.51%	2.73%
\$ 4.90	7.02%	6.24%	5.46%	4.68%	3.90%	3.12%
\$ 4.95	7.41%	6.63%	5.85%	5.07%	4.29%	3.51%
\$ 5.00	7.80%	7.02%	6.24%	5.46%	4.68%	3.90%
\$ 5.05	8.19%	7.41%	6.63%	5.85%	5.07%	4.29%
\$ 5.10	8.58%	7.80%	7.02%	6.24%	5.46%	4.68%
\$ 5.15	8.97%	8.19%	7.41%	6.63%	5.85%	5.07%
\$ 5.20	9.36%	8.58%	7.80%	7.02%	6.24%	5.46%
\$ 5.25	9.75%	8.97%	8.19%	7.41%	6.63%	5.85%
\$ 5.30	10.14%	9.36%	8.58%	7.80%	7.02%	6.24%
\$ 5.35	10.53%	9.75%	8.97%	8.19%	7.41%	6.63%
\$ 5.40	10.92%	10.14%	9.36%	8.58%	7.80%	7.02%
\$ 5.45	11.31%	10.53%	9.75%	8.97%	8.19%	7.41%
\$ 5.50	11.70%	10.92%	10.14%	9.36%	8.58%	7.80%
\$ 5.55	12.09%	11.31%	10.53%	9.75%	8.97%	8.19%
\$ 5.60	12.48%	11.70%	10.92%	10.14%	9.36%	8.58%
\$ 5.65	12.87%	12.09%	11.31%	10.53%	9.75%	8.97%
\$ 5.70	13.26%	12.48%	11.70%	10.92%	10.14%	9.36%
\$ 5.75	13.65%	12.87%	12.09%	11.31%	10.53%	9.75%
\$ 5.80	14.04%	13.26%	12.48%	11.70%	10.92%	10.14%
\$ 5.85	14.43%	13.65%	12.87%	12.09%	11.31%	10.53%
\$ 5.90	14.82%	14.04%	13.26%	12.48%	11.70%	10.92%
\$ 5.95	15.21%	14.43%	13.65%	12.87%	12.09%	11.31%

Fuel Price	Fuel Surcharge Effective June 1, 2013	Fuel Surcharge Effective June 1, 2014	Fuel Surcharge Effective June 1, 2015	Fuel Surcharge Effective June 1, 2016	Fuel Surcharge Effective June 1, 2017	Fuel Surcharge Effective June 1, 2018
\$ 6.00	15.60%	14.82%	14.04%	13.26%	12.48%	11.70%
\$ 6.05	15.99%	15.21%	14.43%	13.65%	12.87%	12.09%
\$ 6.10	16.38%	15.60%	14.82%	14.04%	13.26%	12.48%
\$ 6.15	16.77%	15.99%	15.21%	14.43%	13.65%	12.87%
\$ 6.20	17.16%	16.38%	15.60%	14.82%	14.04%	13.26%
\$ 6.25	17.55%	16.77%	15.99%	15.21%	14.43%	13.65%
\$ 6.30	17.94%	17.16%	16.38%	15.60%	14.82%	14.04%
\$ 6.35	18.33%	17.55%	16.77%	15.99%	15.21%	14.43%
\$ 6.40	18.72%	17.94%	17.16%	16.38%	15.60%	14.82%
\$ 6.45	19.11%	18.33%	17.55%	16.77%	15.99%	15.21%
\$ 6.50	19.50%	18.72%	17.94%	17.16%	16.38%	15.60%
\$ 6.55	19.89%	19.11%	18.33%	17.55%	16.77%	15.99%
\$ 6.60	20.28%	19.50%	18.72%	17.94%	17.16%	16.38%
\$ 6.65	20.67%	19.89%	19.11%	18.33%	17.55%	16.77%
\$ 6.70	21.06%	20.28%	19.50%	18.72%	17.94%	17.16%
\$ 6.75	21.45%	20.67%	19.89%	19.11%	18.33%	17.55%
\$ 6.80	21.84%	21.06%	20.28%	19.50%	18.72%	17.94%
\$ 6.85	22.23%	21.45%	20.67%	19.89%	19.11%	18.33%
\$ 6.90	22.62%	21.84%	21.06%	20.28%	19.50%	18.72%
\$ 6.95	23.01%	22.23%	21.45%	20.67%	19.89%	19.11%
\$ 7.00	23.40%	22.62%	21.84%	21.06%	20.28%	19.50%
\$ 7.05	23.79%	23.01%	22.23%	21.45%	20.67%	19.89%
\$ 7.10	24.18%	23.40%	22.62%	21.84%	21.06%	20.28%
\$ 7.15	24.57%	23.79%	23.01%	22.23%	21.45%	20.67%
\$ 7.20	24.96%	24.18%	23.40%	22.62%	21.84%	21.06%
\$ 7.25	25.35%	24.57%	23.79%	23.01%	22.23%	21.45%
\$ 7.30	25.74%	24.96%	24.18%	23.40%	22.62%	21.84%
\$ 7.35	26.13%	25.35%	24.57%	23.79%	23.01%	22.23%
\$ 7.40	26.52%	25.74%	24.96%	24.18%	23.40%	22.62%
\$ 7.45	26.91%	26.13%	25.35%	24.57%	23.79%	23.01%
\$ 7.50	27.30%	26.52%	25.74%	24.96%	24.18%	23.40%
\$ 7.55	27.69%	26.91%	26.13%	25.35%	24.57%	23.79%
\$ 7.60	28.08%	27.30%	26.52%	25.74%	24.96%	24.18%
\$ 7.65	28.47%	27.69%	26.91%	26.13%	25.35%	24.57%
\$ 7.70	28.86%	28.08%	27.30%	26.52%	25.74%	24.96%
\$ 7.75	29.25%	28.47%	27.69%	26.91%	26.13%	25.35%
\$ 7.80	29.64%	28.86%	28.08%	27.30%	26.52%	25.74%
\$ 7.85	30.03%	29.25%	28.47%	27.69%	26.91%	26.13%
\$ 7.90	30.42%	29.64%	28.86%	28.08%	27.30%	26.52%
\$ 7.95	30.81%	30.03%	29.25%	28.47%	27.69%	26.91%
\$ 8.00	31.20%	30.42%	29.64%	28.86%	28.08%	27.30%
\$ 8.05	31.59%	30.81%	30.03%	29.25%	28.47%	27.69%
\$ 8.10	31.98%	31.20%	30.42%	29.64%	28.86%	28.08%
\$ 8.15	32.37%	31.59%	30.81%	30.03%	29.25%	28.47%
\$ 8.20	32.76%	31.98%	31.20%	30.42%	29.64%	28.86%
\$ 8.25	33.15%	32.37%	31.59%	30.81%	30.03%	29.25%
\$ 8.30	33.54%	32.76%	31.98%	31.20%	30.42%	29.64%
\$ 8.35	33.93%	33.15%	32.37%	31.59%	30.81%	30.03%
\$ 8.40	34.32%	33.54%	32.76%	31.98%	31.20%	30.42%
\$ 8.45	34.71%	33.93%	33.15%	32.37%	31.59%	30.81%

Fuel prices cited are the Department of Energy diesel fuel prices for the Gulf Coast Region as published by the U.S. Energy Information Administration (www.eia.doe.gov). Surcharges are adjusted the first of each month based on the most recent weekly report for the prior month. If diesel fuel prices exceed \$8.45 per gallon, the surcharge percentage increases 0.39 percent for each \$0.05 increase in diesel fuel price.

3. SPECIAL COLLECTIONS

- **Appliances: Listed Below**

\$30.17

Stoves, ovens, water heaters, furnaces, garbage compactors, etc.; refrigerators, freezers & ice makers (refrigerant professionally removed and certified)

- **Furniture: Listed Below** \$21.74
Couch, bed, love seat, tables, EZ chairs, etc.

4. COMMERCIAL SPECIAL SERVICES

- Mandatory commercial apartment recycling
Price per month per apartment unit charged to apartment owner/operator \$0.65
- 95-gallon ASL Recycling Cart- charge per month \$13.00
- Additional ASL Recycling Carts- charge per extra Cart per month \$10.42
- Franchisee will provide site specific fees for commercial recycling collections based on the type and volume of recyclables, the type of recycling container, and the frequency of collection

5. COMMERCIAL SPECIAL SERVICES

All commercial costs in paragraph 5 include the City of Allen's 15% Franchise Fee

- Deodorize containers – per cont. (Not subject to VFAF) \$62.97
- To unlock gates – per pickup \$8.83
- Caster container– per collection per container moved by contractor (≤ 4 cu. yd.) \$11.32
- Trip fee for caster containers not placed out for collection by customer \$35.29
- To unlock and/or open gates – per pickup \$8.83
- To unlock secured trash containers – per pickup \$8.83
- Signed receipts – per pickup \$8.83

6. OTHER CHARGES

- Returned check fee (Not subject to VFAF) \$25.00

SECTION 2. All provisions of the Resolutions of the City of Allen, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 3. 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 4. This Resolution shall take effect from and after its passage except that service fees established herein shall take effect for services provided beginning February 1, 2016.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 22ND DAY OF SEPTEMBER 2015.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY